

**REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN
REQUEST FOR QUOTATIONS
USED PROPANE TANK, COLLECTION, TRANSPORT AND RECYCLE
FROM LANDFILLS**

February 7, 2019

GENERAL

The Regional District of Okanagan-Similkameen (RDOS) administers four Landfill Sites: Okanagan Falls, Campbell Mountain (Penticton), Oliver and Keremeos. The Regional District accepts and directs separated reusable and non-reusable Propane Tanks to a designated area within the Landfill Site.

The RDOS is seeking through this Request For Quotations (RFQ) a qualified Contractor with respect to the safe, environmentally sound collection, transport and recycling of Propane Tanks.

QUOTATION CONTENT

Quotations must contain:

- The full name, address, email and telephone number of the submitting corporate office;
- A complete profile of the Proponent's Company, background of company and corporate experience as it relates to the work described in this RFQ;
- The name and location of the Authorized Propane Tank Reclamation Facility and the methodology for extraction, decommissioning and recycling (where applicable) of Propane Tanks collected;
- Examples of required; Manifests, Chain of Custody, Collection Unit Count Verification Slips and Proof of Disposal and all other relevant documentation must be included with the Quotation.

WORK & SAFETY PLAN

- Qualified Proponents must provide the Regional District with a Safety Plan describing all activities involved in the collection of used Propane Tanks including; personnel, vehicle, TDG, applicable placarding and other signage as well as all PPE required, including but not limited to a high visibility apparel, gloves, appropriate footwear and eye protection.
- Qualified proponents must be in compliance with the British Columbia Environmental Management Act.

COLLECTION SCHEDULE

- Proponents shall provide the RDOS with a proposed schedule of service pick-ups.
- Proponents shall provide the RDOS with 24 hours' notice of service and respond to the RDOS within 24 hours regarding scheduling of a request for service.

PRICING

Schedule 'A', Prices are to include 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 Quotation prices.

Quotations may be submitted by email, fax and/or hardcopy:

Address Quotations to:

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

Electronic Submissions to: info@rdos.bc.ca Attention: J. Johnson
Fax: (250) 492-0063 Attention: J. Johnson

Envelopes should be clearly marked **USED PROPANE TANK, COLLECTION, TRANSPORT AND RECYCLE FROM LANDFILLS** and will be received by the undersigned, up to and including 2:00 p.m., local time, Thursday, February 28th, 2019.

The Regional District of Okanagan-Similkameen reserves the right to waive formalities in or reject any or all Quotations.

INQUIRIES

All inquiries 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. Inquiries 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
Att. Don Hamilton
Solid Waste Facilities Supervisor

Schedule 'A'

Quotation:

Propane Tank Type	Cost per Unit
Non-Refillable	
Refillable	

*List additional types and associated costs for other tanks as required

Proposed Date of Service commencement _____

Schedule 'B'

RDOS PROPANE TANK GENERATION AUGUST 2017 – JULY 2018

SITE	PICK-UP DATE	REFILLABLE	NON - REFILLABLE	SITE TOTAL
Campbell Mountain	Aug 2017 Dec 2017	222	1598	1820
	Dec.2017 July 2018	364	898	1262
	Total	586	2496	3082
Oliver	Aug 2017 Dec 2017	37	183	220
	Dec.2017 July 2018	169	986	1155
	Total	206	1169	1375
Keremeos	Aug 2017 Dec 2017	69	126	195
	Dec.2017 July 2018	85	152	237
	Total	154	278	432
OK Falls	Aug 2017 Dec 2017	18	49	67
	Dec.2017 July 2018	45	82	127
	Total	63	131	194
TOTAL ALL SITES		1,009	4,074	5,083

Schedule 'C'

SERVICES PROVISION AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2019

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street
Penticton, B.C. 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 professional services to the Regional District in connection with a certain program described as follows:

"USED PROPANE TANK, COLLECTION, TRANSPORT AND RECYCLE FROM LANDFILLS"

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:

SPA-1 DEFINITIONS

"Agreement" means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated herein.

"Contractor" means the contracted service provider.

"Equipment" means anything and everything except workers used by the Contractor in the performance of the work and except material as defined herein.

"Landfills" means Regional District administered landfill sites, Campbell Mountain (Penticton), Oliver, Okanagan Falls, and Keremeos.

"Used Propane Tanks" means a closed metal container designed to hold propane at a pressure substantially different from the ambient pressure that have been delivered to a landfill.

"Stockpile Area" means an area or areas at the landfills where propane tanks are stockpiled for recycling.

"Regional District" means the Regional District of Okanagan-Similkameen.

"Supply" or "Provide" means supply and pay for and/or provide and pay for.

"Work" or "Works" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Agreement.

SPA-2 LANDFILL LOCATIONS

- a. Campbell Mountain Sanitary Landfill, 1765 Reservoir Road, Penticton, B.C.
- b. Oliver Landfill, 498 Saddle Ridge Road, Oliver B.C.
- c. Okanagan Falls Landfill, 3751 Allendale Lake Road, Okanagan Falls B.C.
- d. Keremeos Landfill, 860 El Rancho Road, Keremeos B.C.

SPA-3 CONTRACT TERM

This Agreement is for a three (3) year period with an option to extend for up to a two (2) year period. Commencing _____, _____, 2019 and expiring _____, _____ 2021.

SPA -4 DUTIES OF THE CONTRACTOR

- a. The Contractor will collect and transport used propane tanks from the Landfills to the Contractor's processing facility. The Contractor will provide trucking acceptable to the Regional District for this purpose.
- b. The Contractor will transport from the Landfills to the Contractors processing facility on a schedule mutually agreed upon by the Contractor and the Regional District. The primary consideration in determining the schedule will be the transportation of full truckloads to minimize the environmental footprint of the transportation process and to enable the Contractor to effectively manage transportation costs. The Scheduling shall also take into consideration the storage capacity at the Landfills and minimization of stockpile volumes during summer months
- c. The Contractor will collect, transport and process the used propane tanks in an environmentally sound manner that is in accordance with all Federal, Provincial and Local Government Regulations and provide the Regional District with the appropriate reclamation forms, chain of custody forms, or other certificates or records of end use.
- d. The Contractor will supply their own WCB approved and required PPE, including but not limited to a safety vest, gloves, appropriate footwear and eye protection. The collection event must be conducted in a safe manner.
- e. The Contractor when required by law, ensure that all drivers have a valid Transportation of Dangerous Goods Certificate; ensure all vehicles are appropriately placarded, have the appropriate shipping manifest and are mechanically sound.

- f. The Contractor will work with the Regional District in the development of a mutually agreeable method of providing a unit count number for collected Propane Units. Prior to withdrawing from the Site, the Contractor shall meet with the Regional District designated representative for site sign-off.

SPA-5 REGIONAL DISTRICT RESPONSIBILITIES

- a. The Regional District will establish Landfill Stockpile Areas suitable to the Contractors collection requirements for the segregation and storage of used propane tanks.

SPA-6 PAYMENT

The Regional District shall pay the Contractor in Canadian Funds in accordance with the Unit prices contained in Schedule 'A'. The Contractors 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 Agreement.

SPA-7 ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any other part thereof or any benefit or interest therein or thereunder (otherwise than by a charge in favour of the Contractor's bankers of any monies due or to become due under this Contract, notice of which assignment shall be given to the Regional District) without the prior written consent of the Regional District.

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 Regional District.

SPA-8 CONTRACTOR'S FAILURE TO PERFORM

In case the Contractor shall fail in the due performance of any part of this Contract Agreement, 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 Agreement, without the permission in writing of the Regional District.

Any loss, damage or deficiency that may in consequence arise, shall be paid or deducted out of any monies owed by the RDOS on account, 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.

SPA-9 INSURANCE

- 7.1** The Contractor shall provide each subcontractors Comprehensive General Liability Insurance with limits of not less than three million dollars (\$ 3,000,000.00) 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
- (vi) occurrence basis property damage
- (vii) broad form property damage
- (ix) personal injury
- (x) broad form loss of use

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 Regional District and shall be maintained continuously during the term of the Contract Agreement. The policy shall be endorsed to provide the Regional District with not less than thirty (30) days notice in advance of cancellation or termination.

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

SPA-10 COMPLIANCE WITH WORKERS COMPENSATION ACT

- 8.1** The Contractor shall provide to the Regional District a Work Safe BC (Workers Compensation Board) registration number and a letter of Clearance providing proof of payment of claims and good standing with Work Safe BC.

The Contractor shall ensure compliance with the *Workers' Compensation Act* and any regulations thereunder in order to fully protect both the Contractor's employees and the Regional District as may be required by the law during the term of this Agreement.

SPA- 11 WAIVER

- 9.1** 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.

SPA- 12 INDEPENDENT CONTRACTOR

- 10.1** Nothing in this agreement or the Contractor's performance of their 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.

SPA- 13 PRICES TO BE ACCEPTED AS FULL COMPENSATION

- 11.1** The price or prices submitted in the Contractor endorsed quotation shall be accepted by the Contractor as full compensation for everything furnished and done by the Contractor under this Contract, including all Work required but not included in the items hereinbefore mentioned, and also for all loss or damage arising out of the nature of the Work or the action of the weather, elements, or any unforeseen obstructions or difficulty encountered in the prosecution of the Work, and for all risks of every description connected with the Work, and for all expenses incurred by or in the consequence of any delay or suspension or

discontinuance of the Work as herein specified, and for well and faithfully completing the Work as in this Contract provided

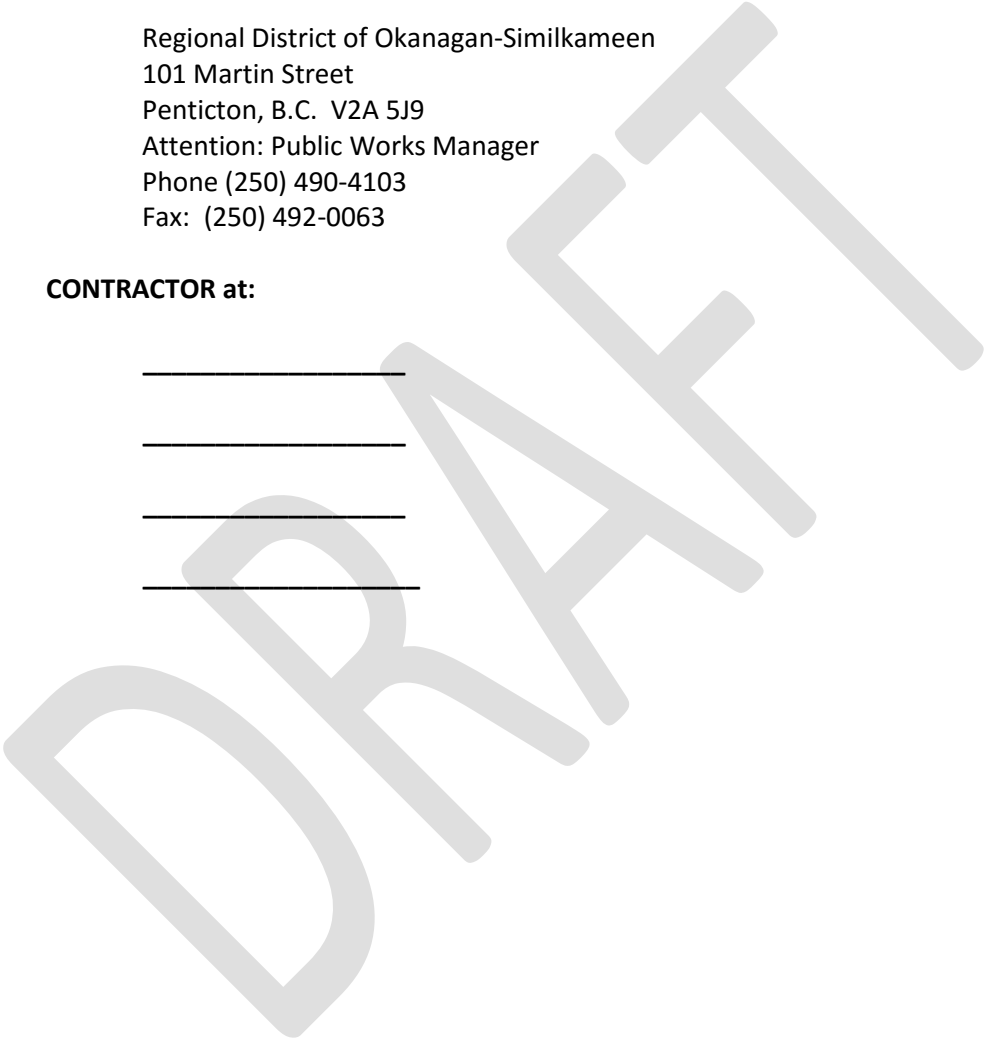
CA-12 WRITTEN NOTICE

12.1 If either party desires to give notice to the other party, under or in connection with the Contract Agreement, 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:



IN WITNESS WHEREOF the parties hereto have attested to their agreement by the signature of their duly authorized signing officers on the date first indicated herein:

SIGNED AND DELIVERED;

on behalf of

_____)
Authorized Signing Officer)

_____)
Authorized Signing Officer)

on behalf of the **REGIONAL DISTRICT of**
OKANAGAN-SIMILKAMEEN

_____)
Karla Kozakevich, RDOS Chair)

_____)
Bill Newell, RDOS CAO)