



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

September 10, 2019

RDOS-19-PW-26

1. GENERAL

The Regional District of Okanagan-Similkameen (RDOS) administers four Sanitary Landfill Sites: Okanagan Falls, Campbell Mountain (Penticton), Oliver and Keremeos. The Regional District accepts and stockpiles a variety of Pressurized Tanks most predominantly reusable and non-reusable propane tanks. The RDOS also receives tanks of varying capacities for oxygen, acetylene, helium, CO², Freon, STA'- PUT adhesive, etc. The landfills also receive a large volume of Fire Extinguishers of various classes and capacities.

The RDOS requires that all Pressurized Tanks deposited at Landfill Sites be separated and deposited for removal. The Regional District is therefore seeking through this Request For Quotations (RFQ) a Contractor qualified to effectively manage a comprehensive range of Pressurized Tanks with regards to the collection, transport, recycling or safe disposal of all Pressurized Tanks and their contents received at RDOS Landfill Sites.

- **PRESSURIZED TANK** means a closed metal container designed to hold gases or liquids at a pressure substantially different from the ambient pressure. Examples of pressure vessels are diving cylinders, fire extinguishers and storage vessels for liquefied gases such as ammonia, chlorine, propane, butane, helium, etc.

2. QUOTATION CONTENT

- Full name, address, email and telephone number of the submitting corporate office and a complete profile of the Proponent's Company. Provide a background of company experience, list previous corporate experience as it relates to the work described in this RFQ.
- The successful proponent will provide the Regional District with documentation verifying that collected Pressurized Tanks are stored off-site in a compliant storage area and will describe to the Regional District the methodology for extraction, decommissioning and recycling (where applicable) of Pressurized Tanks and demonstrate that the process described is in conformance with all regulatory requirements.
- Recovered Pressurized Tanks must be transported to an authorized reclamation facility which meets all Provincial and Federal regulatory requirements. 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.

3. WORK PLAN & SAFETY

- Qualified Proponents must provide the Regional District with a Plan describing all activities involved in the collection of used Pressurized Tanks including; personnel, vehicle, TDG, applicable placarding and other signage as well as all PPE required, including but not limited to a safety vest, gloves, appropriate footwear and eye protection.

4. TERM AND SCHEDULE

- The Term is for One Service event
- 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.

5. PRICING

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 price (Schedule "A").

6. 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

7. QUOTATION

Please complete Schedule "A" Quotation Prices shall contain 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).

Address Quotations to:

**Public Works Department
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, B.C. V2A 5J9
Att: Andrew Reeder P. Eng.
Manager of Operations**

Attention to: A. Reeder, and J. Johnson at info@rdos.bc.ca

Quotations should be clearly marked **“USED PRESSURIZED TANK, COLLECTION, TRANSPORT AND RECYCLE FROM LANDFILLS”** and will be received by the undersigned, up to and including 2:00 p.m., **local time, Wednesday, October 9th, 2019.**

8. AWARD OF CONTRACT

This RFQ is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Quotation and participating in the process as outlined in this RFQ, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the RDOS by this RFQ or submissions prior to the completed execution of a formal written Contract.

The intent of this document is to enter into a Contract with a skilled and qualified Contractor for the provision of services. Please refer to Schedule “B”.

- i. The RDOS reserves the right not to proceed with the project described in the RFQ.
- ii. The RDOS reserves the right to disqualify any Quotation that fails to meet any requirement of this RFQ.
- iii. The Contractor will provide the required documentation verifying required insurance coverage and WorkSafe BC coverage upon notification that the RDOS has accepted their quote and prior to the commencement of work.
- iv. No work is to proceed without the prior authorization of the RDOS to the Contractor.
- v. The Contractor shall provide a current G.S.T. number as part of any invoice.

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 if you wish to be added to the list for Addenda.

SCHEDULE "A"

Pressurized Tank Price List

Tank Type		Pounds	Price Per Unit
Camping Propane Tank	Disposable	2 – 3 #	
Small Propane Tank	Refillable/Household	5 – 10 #	
Regular Propane Tank	Refillable/Household	20 – 25 #	
Large Propane Tank	Refillable/Commercial	30 – 40 #	
Commercial Propane Tank	Non Portable	100 #	
Commercial Propane Tank	Non Portable	420 #	
Reservation Tanks	Non Portable	500 + #	
Fire Extinguishers	Refillable/Commercial	ANY	

SCHEDULE "B" SAMPLE 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 "RDOS")

OF THE FIRST PART

AND:

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the RDOS issued the "Request for Quotations for USED PRESSURIZED TANK, COLLECTION, TRANSPORT AND RECYCLE FROM LANDFILLS" dated _____, 2019. (the "RFQ");

AND WHEREAS the Contractor submitted a Quotation dated _____, 2019 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

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 _____, 2019 and expiring _____, 2019.

CA-3 CONDITIONS

3.1 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.

3.2 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.

3.3 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 shall submit to the RDOS an invoice for the value of the services provided by the Contractor under this Agreement. The RDOS upon approval of the invoice shall pay the Contractor the invoiced amount as per the Quoted Price within 20 days of RDOS receipt of the invoice, minus any amounts the RDOS is entitled to deduct under this Agreement.

CA-5 ASSIGNMENT OF CONTRACT

5.1 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-6 CONTRACTOR'S FAILURE TO PERFORM

6.1 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.

- 6.2** 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-7 INSURANCE

- 7.1** 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) days' notice in advance of cancellation or termination.

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

- 7.2** The Contractor shall provide and maintain liability insurance in respect of owned, non-owned and leased or rented licensed vehicles, subject to limits of not less than five million dollars (\$5,000,000.00) inclusive.

The policy shall cover as unnamed insureds, anyone employed directly or indirectly by the Contractor to perform a part or parts of the Services. The form of this insurance must be acceptable to the RDOS and shall be maintained continuously during the Term of this Agreement. The policy shall be endorsed to provide the RDOS with not less than fifteen (15) days notice in advance of cancellation or termination.

7.3 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-8 COMPLIANCE WITH WORKERS COMPENSATION ACT

8.1 The Contractor shall provide to the RDOS 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 RDOS as may be required by the law during the term of this Agreement.

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 of Operations
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:

Karla Kozakevich, Chair

Bill Newell, Chief Administrative Officer

The signatures of the Signing Authority of
(THE CONTRACTOR)
by its authorized signatories:

Authorized Signatory

Authorized Signatory