



REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN

REQUEST FOR QUOTATIONS

Scrap Metal Processing

RDOS-23-PW-16

September 13, 2023

1. INTRODUCTION

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

RDOS

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

The RDOS is seeking quotations from qualified Contractors to process, transport and market collected scrap metal from all of the above listed facilities with a return of revenue to the RDOS. Interested proponents are invited to inspect the 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 the listed facilities (one servicing event). The short term contract will expire after one servicing round. Extension of an additional servicing round may be negotiated by mutual agreement.

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. **(Schedule "A")**

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

- a) Mobilization to and demobilization from the facility.
- b) All labour, material and machinery involved in the collection, baling, loading, containment, separation and clean up of the scrap metal stockpiles at the facility.
- 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

Deposit 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 salvage tonnage summary to the RDOS upon completion of the Work at each Site. The summary shall clearly identify the facility, the number of loads, and the weight of each load of scrap metal taken from the Site.

9. SITE CLEAN UP

After completion of service at the 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. Further the contractor will take all measures to cordon off the work area and will take on Prime Contractor Designation for the area required to complete the work (reference image below) per requirements of Workers Compensation Act Part 2, Division 4, Section 23 (1-3). Acceptance of Prime Contractor duties is acknowledged in signing Schedule C.



11. TIMING OF SERVICE

The RDOS prefers that all accumulated scrap metal be removed from the sites optimally no later than Friday, November 30th, 2023.

12. CONFIDENTIALITY

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the Freedom of Information and Protection of Privacy Act.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

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) 490-4120
Fax (250) 492-0063
Email: dzahara@rdos.bc.ca
Att. Dustin Zahara
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 Quotation prices.
2. Quotations may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure their Quotation is received at the address or email set out below by Closing Time. Envelopes should be clearly marked "**Scrap Metal Processing 2023**", and must be received on or before 2:00 PM local time, Wednesday, September 27, 2023.

Hard Copy: Address Quotations to:

Solid Waste Department
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, B.C. V2A 5J9
Att: Dustin Zahara
Solid Waste Facilities Supervisor

AND/OR email: SolidWaste@rdos.bc.ca Attention: D. Zahara and M. Goldsberry

15. 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 for the processing, transport and marketing collected scrap metal from three RDOS administered facilities.

- 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, WorkSafeBC coverage, **(Schedule "B" CA-8, CA-9)** upon notification that the RDOS has accepted their quote and prior to the commencement of work.
- iv. The RDOS will obtain the Corporate Certificate of Good Standing from the BC Corporate Registry **(Schedule "B", CA-10)**
- v. No work is to proceed without the prior authorization of the RDOS to the Contractor.
- vi. 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 M. Goldsberry at solidwaste@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

Attention: Dustin Zahara, 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 (RDOS pays if load is rejected at Mill due to radiation) \$ _____

SERVICE EVENT TO BE COMPLETED BY _____, 2023

COMPANY INFORMATION:

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

Email: _____

SUBMITTED BY:

Name: _____

Signature: _____

Date: _____

Price Valid Until: _____

THIS AGREEMENT made in triplicate this _____ day of _____ 2023

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, TRANSPORTING and MARKETING' dated _____, 2023. (the "RFQ");

AND WHEREAS the Contractor submitted a Quotation dated _____, 2023 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:
 - Certificate of Insurance Standard Certificate Form
 - WCB Coverage
 - Performance Security
 - Certificate of Good Standing from the BC Corporate Registry

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 _____, 2021 and expiring _____, 2023.

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 _____, 2023 at each of the listed Recycling and Disposal Facilities:

Regional District of Okanagan-Similkameen (RDOS)

- Campbell Mountain Landfill (Penticton B.C.)
- 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, Dustin Zahara,
Email dzahara@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 \$5,000 (five thousand dollars) 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 subcontract, 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 maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached ***Certificate of Insurance – Standard Certificate Form*** as provided by the Regional District. This form must be completed by the Contractor’s insurance broker and returned to the Regional District.:
- 8.2** General liability insurance must be obtained on an occurrence basis for the Contractor with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided *Certificate of Insurance - Standard Certificate Form*.
- 8.3** The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value. Detailed coverage is to be as specified on the provided **Certificate of Insurance - Standard Certificate Form**.
- 8.4** The Contractor shall at all times indemnify and hold harmless the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liabilities, losses, costs, damages, reasonable legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Contractor or its employee.
- 8.5** The Contractor shall provide, maintain, and pay for Automobile Liability insurance on owned or on leased vehicle(s) with a minimum of \$5,000,000 on Personal Injury & Property Damage. Detailed coverage is to be as specified on the provided **Certificate of Insurance - Standard Certificate Form**.
- 8.6** The Contractor will provide 30-days written notice in advance of cancelation of any policies.

CA-9 COMPLIANCE WITH LAWS

- 9.1** The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada 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. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers’ Compensation Act of British Columbia and 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.
- 9.2** The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.

CA-10 CORPORATE STANDING

10.1 The Contractor, if incorporated, is required to be in compliance with the *Business Corporations Act – BC Laws*. If incorporated, the RDOS will request a Certificate of Good Standing from the BC Corporate Registry.

CA-11 ENTIRE AGREEMENT

11.1 This Agreement constitutes and expresses the whole Agreement of the parties with reference to the engagement of the Contractor by the Regional District.

CA-12 WRITTEN NOTICE

12.1 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.

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

Mark Pendergraft, Chair

Bill Newell, Chief Administrative Officer

CONTRACTOR:
by its authorized signatories:

Authorized Signatory

Authorized Signatory

DRAFT

Prime Contractor Designation Letter of Understanding

As per the requirements of the *Workers' Compensation Act* Part 2, Division 4, Section 24 (1-3), which states:

Coordination of multiple-employer workplaces

24 (1) In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time: **"prime contractor"** means, in relation to a multiple-employer workplace,

- (a) The directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of the OHS provisions, or
- (b) If there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

- (a) Ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
- (b) Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the OHS provisions and the regulations in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorkSafeBC OH&S Regulation*.

As a Contractor signing this Prime Contractor Designation form with the Regional District of Okanagan-Similkameen (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the Regional District.

Any penalties, sanctions or additional costs levied against the Regional District, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the Regional District of Okanagan-Similkameen for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: _____

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Telephone/Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____ Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the Regional District of Okanagan-Similkameen, 101 Martin St., British Columbia, V2A 5J9

If you have any questions, please contact the Regional District of Okanagan-Similkameen at (250)492-0237.