

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

For

LANDFILL USED PRESSURIZED TANK EVACUATION and RECYCLING SERVICES

RDOS-21-PW-04

February 24th, 2021

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

LANDFILL USED PRESSURIZED TANK EVACUATION and RECYCLING SERVICES

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

LANDFILL USED PRESSURIZED TANKS EVACUATION and RECYCLE SERVICES

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen (RDOS) administers four Landfill Sites: Okanagan Falls, Campbell Mountain (Penticton), Oliver and Keremeos. The Regional District has identified the need within its communities for a means by which used pressurized tanks can be safely disposed in an environmentally sound manner. The Regional District has established a location at each site for the public disposal of used Pressurized Tanks. The used Pressurized Tanks received are predominantly reusable and non-reusable Propane Tanks and a volume of Fire Extinguishers of various classes and capacities. The Regional District also receives tanks of varying capacities for oxygen, acetylene, helium, CO2, Freon, STA'- PUT adhesive, etc.

The Regional District is seeking through this Request For Proposals (RFP) a Service Provision Contractor qualified to effectively manage a comprehensive range of Pressurized Tanks. Effective Management in this context requires the environmentally sound disposal or recycling of remaining tank contents and recycling of metal tank bodies of all pressurized tanks stockpiled at RDOS Landfill Sites.

- Campbell Mountain Landfill (Penticton) 1765 Reservoir Rd.
- Keremeos Transfer Station 860 El Rancho Dr.
- Okanagan Falls Landfill 3751 Allendale Lake Rd.
- Oliver Landfill 498 Saddle Ridge Rd.

1.2. BACKGROUND

In the early 2000's the RDOS recognized the inherent hazards presented by the unregulated disposal of used pressurized tanks in the refuse compacted at the Landfill Active Face. The RDOS introduced a program for the Source Separation and stockpiling of propane tanks. In subsequent years it has been noted that while the majority of Pressurized Tanks disposed contain propane there are also a number of other pressurized gas containers being collected. While the separation and stockpiling of pressurized tanks has reduced the hazard related to the crushing and compaction of pressurized tanks, the presence of large volumes of pressurized tanks on a landfill site presents a significant hazard especially during the summer months.

The Regional District currently maintains an Agreement granting CAV VENTURES LTD (DBA) FAIRVIEW HUSKY (the "Contractor") the right of access to Regional District administered Landfill Sites for the purpose of salvaging quantities of non-expired Propane Cylinders and Tanks. This Agreement shall take precedence between servicing events of the Contract Work awarded as a result of this RFP.

The Regional District recognizes that the difficulties presented by the disposal of used pressurized tanks and their contents is a problem common to most local government waste management facilities in the Province of British Columbia. The RDOS has been active in advocating that the Province place pressurized tanks as a product that is managed under the Recycling Regulation as an Extended Producer Responsibility (EPR) product. It is believed that if a service provider were to develop a process for the safe environmentally sound management of used pressurized tanks it would be well-placed to service current local government needs and those of an EPR program when developed.

1.3. SUPPORTING DOCUMENTATION

Schedule "A" Tank totals 2017, 2018, 2019 and August 2020

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure their Proposal is received at the address or email set out below by the Closing Time. If submitting by hardcopy, please enclose three (3) hard copies and an electronic copy on a memory stick. The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

Andrew Reeder, Public Works, Manager of Operations Regional District of Okanagan-Similkameen 101 Martin Street Penticton, B.C. V2A 5J9

AND/OR

info@rdos.bc.ca attention J. Johnson

Proposals must be received on or before the Closing Time of:

TIME:	2:00 PM local time
DATE:	Thursday, March 18 th , 2021

Proposals will not be opened publicly. The Proponent accepts all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy.

Fax:	250.492.0063 Attention: J. Johnson
Email:	info@rdos.bc.ca attention J. Johnson

Hard copy: J. Johnson, Public Works Department Regional District of Okanagan-Similkameen 101 Martin St., Penticton, B.C. V2A 5J9 It is the Proponent's sole responsibility to ensure their revisions were received, at the fax, e-mail or address set out above, prior to the Closing Time. Proposals and/or changes received after the Closing Time will not be considered or evaluated.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses providing new information will be recorded and distributed through an addendum. Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Don Hamilton, Solid Waste Facilities Supervisor, Public Works (250) 492-2913 dhamilton@rdos.bc.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District Directors or Staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

2.3. SITE MEETING or PRE-PROPOSAL MEETING

Interested proponents are invited to inspect all Sites at their convenience.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

"Addenda" means all additional information regarding this RFP including amendments to the RFP;

"Agreement" or "Contract" means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent's response and acceptance by the Regional District.; "Contractor" means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

"must" or "mandatory" or "shall" means a requirement that must be met;

"Pressurized Tank" RDOS Administered Landfills Regulatory Bylaw - means a closed metal container designed to hold gases or liquids at a pressure substantially different from the ambient pressure including, but not limited to, diving cylinders, fire extinguishers and storage vessels for liquefied gases such as ammonia, propane, butane, or helium etc.

"Proponent" means the responder to this RFP with the legal capacity to contract;

"Proposal" means a written response to the RFP that is submitted by a Proponent;

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

- "Request for Proposals" or "RFP" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;
- "Services" means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP;

"Sites" means all locations in which the work is expected to be performed;

- "**should**" or "**may**" means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement;
- "Work" means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent.

3.3. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.4. PROPOSAL EVALUATION

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District, over a Proposal with a lower price.

Schedule 'C' contains the information regarding how Proposals will be evaluated.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.5. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.6. NO CONTRACT

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

3.7. NO OBILGATION TO PROCEED

The Regional District fully intends at this time to proceed with the proposed project, however the Regional District is under no obligation to proceed to award of the Contract. The receipt by the Regional District of any information (including submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended proponent, or on its' behalf) shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Regional District for the purchase of the equipment, service, or project.

3.8. NEGOTIATION WITH PREFERRED PROPONENT

The Proponent that submits the most advantageous Proposal may be awarded the Contract. The Regional District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

3.9. ACCEPTANCE OF PROPOSAL

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the Regional District, will contain terms similar to those provided in Schedule 'D'.

The expected attachments to the agreement will include the Request for Proposals and the Proponents Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

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.

3.12. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure.

3.13. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project. The Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.14. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever form the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the *Employment Standards Act* of British Columbia (as amended from time to time), the *Workers Compensation Act* of British Columbia (as amended from time to time), the *Employment Insurance Act* of Canada (as amended from time to time), health pay contributions or otherwise.

3.15. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4. GENERAL PROPOSAL CONTENT

Content to be included in the Proposal at minimum includes:

4.1. PROPONENT INFORMATION

• <u>COMPANY INFORMATION</u>: Full name, address, email and telephone number of the submitting office of the Proponent and where applicable, the name, address, email and telephone number of any branch office, affiliate or subcontractors that will be involved in the project.

- <u>PROJECT SUPERINTENDENT</u>: The Proposal shall identify the proposed project superintendent who will be the single point of contact, responsible for direct interaction with the Regional District. State his/ her position and credentials. Describe the work to be performed by the project superintendent, his/ her qualifications and substantive experience directly related to the proposed Work as per the Project Scope and Safety Requirements.
- <u>PROPOSED PROJECT PERSONNEL</u>: The Proposal shall list individuals who will have major responsibilities for the performance of the Work. Describe the Work to be performed by each listed individual and their qualifications in terms of certification and substantive experience directly related to the proposed project as per the Project Scope.

The Proposal should include the following endorsement: *"Identified Project Personnel members shall only be replaced with written approval of the Regional District."*

• <u>REFERENCES</u>: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

4.2. SUB-CONTRACTORS

The Proposal shall include the company name of all subcontractors proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors prior to acceptance of the Proposal.

4.3. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, and budget to ensure quality control. The methodology must discuss how the tasks listed in the Scope of Work will be completed in accordance with environmental and safety regulations. The Proponent should identify any specialized equipment and what services or interaction is required from the/with the Regional District.

4.4. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

5. TERM AND FINANCIAL CONSIDERATIONS

5.1. TERM

Should the Regional District choose to enter into a Service Contract the effective term of the Contract will be for a three (3) year period from the date of commencement. At the discretion of the Regional District, the Service Contract Term may be extended for a period of up to an additional two (2) years (the "Renewal Term").

5.2. PROPOSAL COSTS

The proposed prices (Schedule 'B') shall 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). The Contractor's mobilization, demobilization, transportation, storage, processing and recycling costs shall be included in the unit prices listed in the Proposal. There shall be no additional payment.

5.3. CONSUMER PRICE INDEX ADJUSTMENT

The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission. Annually on the anniversary of Contract commencement the prices shall be increased by the amount obtained by multiplying such amounts by the percentage change in the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12-month period, the percentage increase shall not exceed three percent (3%).

If this CPI index is not immediately available on the Contract commencement date, the Contract Price from the previous year shall continue to apply and the Contract Price shall then be adjusted, if necessary, after the CPI index becomes available.

6. SAFETY REQUIREMENTS

6.1. REGULATORY COMPLIANCE

The Contractor must maintain a Work Place/Job Site that is in compliance with all requirements of the *Workers Compensation Act [RSBC 1996]* and the *Occupational Health and Safety Regulation.* The Contractor is required to meet or exceed at all times, the requirements as detailed in their Corporate Health and Safety Plan.

6.2. SAFETY PLAN

Qualified proponents must provide the Regional District with a Safety Plan describing all activities involved in the management of used Pressurized Tanks including; personnel, vehicle, TDG, applicable placarding and other signage as well as all PPE required, including but not limited to respiratory protection, high visibility apparel, gloves, appropriate footwear and eye protection.

6.3. PRIME CONTRACTOR

The successful proponent shall be designated Prime Contractor for the Work and designated Work Area of the Site and agree to perform all the duties and responsibilities of the Prime Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments. The contractor shall be responsible for the securing the designated work area from the public, RDOS and other contractors on site (when working).

6.4. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors, shall provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with WorkSafe BC.

7. PROJECT SCOPE OF WORK

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

7.1. HOURS OF WORK AND SITE SECURITY

The Regional District is cognizant of its responsibility to adjoining properties with regard to noise, dust and general nuisance resulting from various landfill operations. Access to each site during nonoperating hours of the landfill may be arranged with the Regional District's Representative in accordance with applicable bylaws regulating the landfill operation. The Regional District is not responsible for any losses or damages to equipment incurred on site during or after hours of operation.

7.2. SITE SERVICES

The Regional District is not committed to the provision of any site services (power telephone, water or sewer). The Contractor is responsible for making arrangements for required site services, either with the Regional District or outside agencies.

7.3. PROCESS DESCRIPTION

In addition to the information required under Section **4. GENERAL PROPOSAL CONTENT** the Proponent must address the means by which they propose to manage the Pressurized Tanks located at each Landfill Site. The successful proponent will indicate to the Regional District that all transport, extraction, decommissioning and recycling (where applicable) is in conformance with all regulatory requirements.

Tank contents are pressurized and often contain flammable liquid or gas propellants. The Proponent must indicate the method that tank contents are to be discharged, collected and disposed or recycled in a safe and compliant process. The Proponent must detail the methodology of extracting the tanks contents and the name and location of the Authorized Reclamation Facility(s) to which the contents will be assigned, and the decommissioning and recycling (where applicable) of the metal tank cylinder.

7.4. DOCUMENTS AND RECORDS

The Proponent must provide the method by which they will track, record and verify to the Regional District the safe disposal of tank, tank contents and tank unit counts for payment. Proponent must include examples of; Manifests, Chain of Custody, Collection Unit Count Verification Slips, Proof of Disposal and all other relevant documentation.

7.5. SERVICE SCHEDULE

The Regional District ideally would like to keep to a minimum the number of Pressurized Tanks on Site at all times, however it is critical that the volume of stockpiled pressurized tanks is minimized during the summer fire season. The Proponent must indicate that this requirement will be met.

SCHEDULE 'A'

2017

Description	Date	Location	Units
Refillable	Aug 16, 2017	PEN	160
Disposable	Aug 16, 2017	PEN	792
10#	Aug 16, 2017	PEN	32
60#	Aug 16, 2017	PEN	15
			agg
Refillable	Aug 16, 2017	KLF	70
Disposable	Aug 16, 2017	KLF	301
Fire Extinguishers	Aug 16, 2017	KLF	14
10#	Aug 16, 2017	KLF	13
60#	Aug 16, 2017	KLF	10
100#	Aug 16, 2017	KLF	8
	1		416
Refillable	Aug 16, 2017	CML	118
Disposable	Aug 16, 2017	CML	500
			618
Refillable	Aug 21, 2017	Oliver	207
Disposable	Aug 21, 2017	Oliver	896
10#	Aug 21, 2017	Oliver	12
60#	Aug 21, 2017	Oliver	48
100#	Aug 21, 2017	Oliver	6
			11/29
Refillable	Aug 22, 2017	CML	92
Disposable	Aug 22, 2017	CML	154
Fire Extinguishers	Aug 22, 2017	CML	150
60#	Aug 22, 2017	CML	3
100#	Aug 22, 2017	CML	6
			NUS
Refillable	Aug 22, 2017	OK Falls	154
Disposable	Aug 22, 2017	OK Falls	192
Fire Extinguishers	Aug 22, 2017	OK Falls	20
10#	Aug 22, 2017	OK Falls	11
60#	Aug 22, 2017	OK Falls	11
100#	Aug 22, 2017	OK Falls	1
			289

2018 (July)

Description	PO #	Location	Units
Refillable regular	11378	CMSL	130
Disposable	11378	CMSL	880
60#	11378	CMSL	20
Refillable small	11378	CMSL	32
Refillable Regular	11378	CMSL	160
Fire extinguishers	11378	CMSL	133
Refillable small	11270	C1.151	-
	11378	CMSL	2
Refillable Regular	11378	CMSL	40
refillable Large	11378	CMSL	18
Commercial (100#)	11378	CMSL	1
Disposable	11378	CMSL	18
Commercial (200#)	11378	CMSL	1
Disposable	11379	OK FALLS	82
Refillable small	11379	OK FALLS	4
Refillable Regular	11379	OK FALLS	41
refillable Large	11379	OK FALLS	3
Commercial (100#)	11379	OK FALLS	1
Fire extinguishers	11379	OK FALLS	1
Refillable Regular	11380	Oliver	92
Disposable	11380	Oliver	986
60#	11380	Oliver	32
Refillable small	11380	Oliver	18
Refillable Regular	11380	Oliver	59
Commercial (100#)	11380	Oliver	3
Fire extinguishers	11380	Oliver	30
Refillable Regular	11381	Keremeos	78
Disposable	11381		152
Refillable small	11381	Keremeos	7
refillable Large	11381	Keremeos	
		Keremeos	5
Fire extinguishers	11381	Keremeos	11

Description	Date	Location	Units
	Dec 11, 2017	Campbell	
Refillable			410
Small			48
Large			10
Fire Extinguishers			32
	Dec 11, 2017	CML	
Refillable			1188
Disposable			64
Disposable		_	43
	Dec 12/2017	Campbell	
Refillable			61
Small			6
Large			3
Fire Extinguishers			3
Disposable	Dec 12/2017	OK Falls	
Small	00012/2017	ORTONS	4
Refillable			14
Reg		+	1
Large		+	2
Disposable			49
Fire Extinguishers			3
		-	
	Dec 12, 2017	Keremeos	
Small			9
Refillable			60
reg			2
Large			2
Disposable			126
Fire Extinguishers		-	3
	Dec 11, 2017	Oliver	
Refillable			183
Small			19
Reg			78
Large			15
Large			2
Fire Extinguishers			18

Description	Date	Location	Units
Disposable	May 2, 2019	Oliver	663
20#	May 2, 2019	Oliver	147
40#	May 2, 2019	Oliver	8
Disposable	May 2, 2019	CML	936
20#	May 2, 2019	CML	125
40#	May 2, 2019	CML	7
Refillable	May 5, 2019	Campbell	50
Disposable	May 5, 2019	Campbell	300
100#	May 5, 2019	Campbell	1
Fire Extinguishers	May 5, 2019	Campbell	100
Refillable	May 5, 2019	Keremeos	92
Disposable	May 5, 2019	Keremeos	112
10#	May 5, 2019	Keremeos	7
60#	May 5, 2019	Keremeos	6
100#	May 5, 2019	Keremeos	4
Refillable	May 6, 2019	Oliver	
10#	May 6, 2019	Oliver	9
60#	May 6, 2019	Oliver	11
100#	May 6, 2019	Oliver	13
Fire Extinguishers	May 6, 2019	Oliver	6
Refillable	May 6, 2019	OK Falls	71
10#	May 6, 2019	OK Falls	6
Disposable	May 6, 2019	OK Falls	235
Fire Extinguishers	May 6, 2019	OK Falls	1
50#	May 6, 2019	OK Falls	4
100#	May 6, 2019	OK Falls	2
Disposable	May 7, 2019	Campbell	418
10#	May 7, 2019	Campbell	99
50#	May 7, 2019	Campbell	8
ire Extinguishers	May 14, 2019	Campbell	106
.00#	May 14, 2019	Campbell	100
0#	May 14, 2019	Campbell	19
10#	May 14, 2019	Campbell	217

Description	Date	Location	Units
2-3#	Nov 17, 2019	Keremeos	199
5-10#	Nov 17, 2019	Keremeos	13
20-25#	Nov 17, 2019	Keremeos	109
30-40#	Nov 17, 2019	Keremeos	23
100#	Nov 17, 2019	Keremeos	3
Fire Extinguishers	Nov 17, 2019	Keremeos	18
2-3#	Nov 18, 2019	CMLF	864
20-25#	Nov 18, 2019	CMLF	164
2-3#	Nov 21, 2019	CML	864
5-10#	Nov 21, 2019	CML	11
20-25#	Nov 21, 2019	CML	141
30-40#	Nov 21, 2019	CML	23
2-3#	Nov 23, 2019	Oliver	518
5-10#	Nov 23, 2019	Oliver	42
20-25#	Nov 23, 2019	Oliver	162
5-10#	Nov 25, 2019	CMLF	48
20-25#	Nov 25, 2019	CMLF ·	74
30-40#	Nov 25, 2019	CMLF	37
100#	Nov 25, 2019	CMLF	11
Fire Extinguishers	Nov 25, 2019	CMLF	164
20-25#	Nov 26, 2019	Oliver	105
30-40#	Nov 26, 2019	Oliver	83
100#	Nov 26, 2019	Oliver	5
Fire Extinguishers	Nov 26, 2019	Cliver	3
2-3#	Nov 28, 2019	Oliver	6
5-10#	Nov 28, 2019	Oliver	2
20-25#	Nov 28, 2019	Oliver	40
30-40#	Nov 28, 2019	Oliver	5
500+#	Nov 28, 2019	Oliver	3
2-3#	Nov 28, 2019	OK Falls	298
5-10#	Nov 28, 2019	OK Falls	7
20-25#	Nov 28, 2019	OK Falls	33
30-40#	Nov 28, 2019	OK Falls	16
ire Extinguishers	Nov 28, 2019	OK Falls	2

Description	Date	Location	Units
2-3#	Aug 5, 2020	OK Falls	244
5-10#		OK Falls	8
20-25#		OK Falls	62
30-40#		OK Falls	3
Fire Extinguishers		OK Falls	4
2-3#	Aug 4, 2020	CMLF	1260
20-25#		CMLF	235
2-3#	Aug 5, 2020	Campbell	366
5-10#		Campbell	48
20-25#		Campbell	25
30-40#		Campbell	20
100#		Campbell	4
Fire Extinguishers		Campbell	119
2-3#	Aug 5, 0202	Keremeos	344
5-10#		Keremeos	2
20-25#		Keremeos	66
30-40#		Keremeos	18
Fire Extinguishers		Keremeos	39
2-3#	Aug 6, 2020	Oliver	516
5-10#		Oliver	29
20-25#		Oliver	153
30-40#		Oliver	27
100#		Oliver	3
ire Extinguishers		Oliver	1

SCHEDULE 'B' (PRICE)

		Tank Size	
Propane ⁻	Propane Tank		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			

Other Tanks	Tank Size Pounds	Price Per Unit

EVALUATION MATRIX

Proponent's Name:			
Project Title: LAI	NDFILL USED PRESSURIZED TANKS, DECOMMISION AND RE	CYCLING SER	VICES
Evaluation Date:			
Evaluator:			
Step 1:		YES	NO
	Proposal received prior to closing		
Mandatories	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Rates provided		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
	Qualifications of firm and project team members	5	
Proponent (15-30	Experience of firm and project team members	5	
points)	Past Performance / References	5	
	Resources	5	
	Scope	10	
	Methodology	20	
Dranacal (20 E0 nainta)	Environmental Performance	10	
Proposal (30-50 points)	Scheduling	5	
	Project Team - Level of Effort & Capacity	5	
	Clarity of Proposal	5	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by		
Total Score	Proponent + Proposal + Price Scores	100	

- 1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
- 2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
- 3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form

Proponent Evaluation

- (i) Qualifications of Firm and Project Team Members Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) Experience of Firm and Project Team Members

Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?

(iii) Past Performance

Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?

(iv) Resources

Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

(i) Scope

Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?

(ii) Methodology

Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?

(iii) Environmental Performance

What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?

(iv) Scheduling

Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference)? Are problems or delays accounted for? Is timing realistic for the project?

(v) Project Team

Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?

(vi) Clarity of Proposal Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) Total Price
- 4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, **202_**.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

NAME ADDRESS ADDRESS

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the RDOS issued the Request for Proposals for _______ the ("RFP"); dated ______;

AND WHEREAS the Contractor submitted a Proposal in response to the RFP (the "Contractor's Proposal") dated ______, _____.

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:

Article 1 CONTRACT DOCUMENTS

- 1.1 The following documents, together with this Contract Agreement, shall constitute the Contract:1) Request for Proposals (RFP)
 - Proposal Submission
 - 3) Contract Forms:
 - Certificate of Insurance
 - WCB Clearance Letter
- **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 Article 1.1.

Article 2 Term

2.1 The parties hereto agree that the Term of this Contracting Services Agreement is for a three (3) year term commencing on ______, ____to _____, ____, Both parties shall have the option to extend the Contract for a further period of up to 2 (two) years, if mutually agreeable. For the two-year extension period the Contractor and the Regional District may renegotiate unit rates of any services rendered.

Article 3 Contractor's Duties

- 3.1 The Contractor shall provide to the Regional District all services as set out in the Request for Proposals, the Contractor's Proposal, clarifications to the Proposal and Contract Forms: Certificate of Insurance Standard Certificate Form and WCB Coverage, which form part of this agreement.
- 3.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional standards applicable to the performance of such work at the time and place the work are performed.
- 3.3 The Contractor will coordinate with an assigned representative of the Regional District prior to starting the work and will meet at least annually with the Regional District, or as required, to review the work and components of health and safety.

Article 4 Fees and Disbursements

- 4.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 4.2 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 4.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 4.4 The Regional District may request the Contractor to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.
- 4.5 Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.

- 4.6 Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 4.7. The Regional District shall pay the Contractor in Canadian funds for the performance of the Contract in accordance with the amounts stipulated in the Proposal Submission. Annually on the anniversary of Contract commencement the prices shall be increased by the amount obtained by multiplying such amounts by the percentage change in the All-Items Consumer Price Index for BC published by Statistics Canada for the immediately preceding 12-month period, the percentage increase shall not exceed three percent (3%).

If this CPI index is not immediately available on the Contract commencement date, the Contract Price from the previous year shall continue to apply and the Contract Price shall then be adjusted, if necessary, after the CPI index becomes available.

Article 5 Special Tools and Equipment

- 5.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.

Article 6 Termination and Suspension

By the Regional District:

6.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied.

If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.

6.2 If the Regional District decides for any reason not to proceed with the Work, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

By the Contractor:

6.3 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be corrected.

If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

6.4 If the Contractor's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.

In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

Article 7 Compliance With Laws

- 7.1 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. 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 Regional District shall supply proof that all assessments have been paid.
- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 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 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**.
- 8.5 All 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.

Article 9 Arbitration

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Contractor.

Article 10 Independent Contractor

10.1 Nothing in this agreement or the Contractor's performance of his 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.

Article 11 Waiver

11.1 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.

Article 12 Records and Audit

- 12.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

- 12.3 With each invoice submitted the Contractor will submit to the Regional District:
 - Reports see (RFP DOCUMENTS AND RECORDS)
 - Estimate of all fossil fuel consumption, including all subcontractors, for all equipment used.

Article 13 Successors and Assigns

- 13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 14 Corporate Standing

14.1 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.

Article 15 Written Notice

15.1 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: _____ Phone 250-490-4103 Fax: 250-492-0063 E-mail: info@rdos.bc.ca

CONTRACTOR at:

Attention:		
Phone:		
Flione.	 	
E manile		
E-mail:		

Article 16 Entire Agreement

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Contractor relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 16.2 The Contractor, by signing this agreement, is agreeing in writing to be the Prime Contractor for the Work and designated Work Area of the Site and agrees to perform all the duties and responsibilities of the Prime Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a Contractor by the Workers' Compensation Board. The Contractor shall be responsible for the securing the designated work area from the public, RDOS and other contractors on site (when working).
- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

Article 17 Electronic Mail

17.1 This Agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this Agreement.



CERTIFICATE OF INSURANCE

STANDARD CERTIFICATE FORM

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that the insurer endeavor to provide 30 days notice of cancellation or reduction in coverage, but failure to do so does not place any liability on the insurer

NOTE: PROOF OF INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY. INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA AND HAVE A MINIMUM AM BEST RATING OF A- OR HIGHER.

This certificate is	0	onal District of Okanagan-Similkameen Martin Street, Penticton, BC, V2A 5J9			
Insured:	Name:				
	Address:				
Broker:	Name:	Agent's Name:			
	Address:	Pho	ne: Email:		
Location, Project	No. and nature of agr	eement/contract, permit, lease, license	e or operation to which this Ce	ertificate applies:	
				· · · ·	
 ☑ Premises & Oper ☑ Blanket Contract ☑ Cross Liability/Se ☑ Contingent Empl 	ration wal everability of Interests oyer's Liability of Okanagan-Similkameen,	General Liability Insurance (see Section 1): ☑ Owners & Contractors Protective ☑ Occurrence Property Damage ☑ Personal Injury ☑ Coverage is Primary and not contribut ☑ Broad Form Products & Completed	⊠ Non-Owned Automobile ⊠ Broad Form Property Damage	Reviewed: Broker Initials	

Type of Insurance	Insurer Name and Policy Number	Policy Term yyyy/mm/dd	Limits of Liability/Amount		
Section 1		From:	Bodily Injury, Death & Property Damage		
Comprehensive/Commercial General Liability (Please see Particulars on Page 1)		То:	\$ Per Occurrence \$ Aggregate \$ Umbrella Limit \$ Excess Limit \$ Deductible MINIMUM PER OCCURRENCE \$5,000,000		
Section 2: indicates that	If insured by ICBC,	From:	Personal Injury & Property Damage Reviewed:		
the coverage is included.	attach a copy of the ICBC form APV-47		Broker \$ Limit Initials		
Automobile Liability (owned or leased vehicles)		То:	MINIMUM \$5,000.000		
Section 3: D indicates that the coverage is included.		From:	Reviewed: Broker \$ Limit Initials		
Contractor's Equipment:		То:	\$ Deductible		
Section 4: indicates that the coverage is included.		From:	Reviewed: Broker Initials		
Professional Liability		То:	\$ Per Occurrence \$ Aggregate		
Claims Made Basis		10.	\$ Deductible Per Claim, minimum \$50,00	0	
Coverage Primary and not contractual					
Section 5: D indicates that the coverage is included.		From:	\$ Limit Broker Initials		
Builder's Risk:		То:	\$ Deductible		
			□ Regional District of Okanagan-Similkameen, added as Additional Insured		
Section 6: D indicates that the coverage is included.		From:	\$ Limit Reviewed: Initials		
Other:		To:	\$ Deductible		

The Insurer confirms the above details are accurate and reflect the Insured's coverage. It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

(Authorized to Sign on Behalf of Insurers)

Date Signed

Date Signed