



REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN

REQUEST FOR QUOTATIONS

LANDFILL O.D.S. REMOVAL FROM REFRIGERATION UNITS

RDOS-21-PW-01

January 13th, 2021

1. INTRODUCTION

The Regional District of Okanagan-Similkameen (RDOS) oversees the operation of four Recycling and Disposal Facilities where refrigeration units containing Ozone Depleting Substances (O.D.S.) units are stockpiled. The RDOS is required under the *Environmental Management Act OZONE DEPLETING SUBSTANCES AND OTHER HALOCARBONS REGULATION* to remove O.D.S. from all refrigeration units deposited at RDOS administered Landfills prior to incorporation into the metal stockpile.

RDOS ADMINISTERED FACILITIES

ODS Units 2019

❖ Campbell Mountain Landfill (Penticton B.C.)	1,577
❖ Okanagan Falls	179
❖ Oliver Landfill	408
❖ Keremeos Transfer Station	322

The RDOS requires the Contractor that extracts O.D.S. to possess a HRAI/Environment Canada/B.C. Environment Certificate in CFC/HCFC/HFC Controls, and a certificate number for refrigerant handling under current BC regulations.

The RDOS is a participant in the Major Appliance Recycling Roundtable (MARR) Program and requires that the Contractor be certified within the program to prepare reports for submission as required by the MARR Program. <https://www.marrbc.ca/collectors/claims>

2. TERM

The RDOS intends to enter into a three-year contract with an option to extend for up to a two-year period for the work described in this RFQ.

3. PAYMENT

The price shall include the costs to perform the scope of Work, including all labour, equipment, materials, fuels, licenses and permits, insurances, Safety Plans, security and all things necessary to perform the work of the contract at the Quotation prices for the full term of the awarded Contract.

4. WORK REQUIREMENTS

By submitting a Quotation the Contractor agrees to:

- Employ equipment that is in compliance with 'Performance Standards for Air Conditioning or Refrigeration Equipment and Fire Extinguishing Equipment Recycling or Recovery and Recycling Devices' of the Ozone Depleting Substances and Other Halocarbons Regulation of The Environmental Management Act;

- b) Provide documentation that all persons involved in the removal of ODS possess a Certificate of Competency Registration Number from an H.R.A.I. Environmental Awareness for Ozone Depleting Substances Course or equivalent;
- c) Demonstrate that they are familiar with and provide evidence of compliance with MARR Program reporting requirements;
- d) State their capability to provide the RDOS with 24 hours notice of service and respond to the RDOS within 24 hours regarding scheduling of a request for service;
- e) Provide WCB approved and required safety equipment, including but not limited to a safety vest, gloves, appropriate footwear and eye protection;
- f) Upon completion of the removal process for each individual unit, ensure that the unit is clearly marked with an enduring unit designation number on or near the compressor unit;
- g) Provide a suitable form that identifies the number assigned, type of appliance, pressure and type of refrigerant extracted;
- h) Supply suitable extraction equipment and storage containers, with appropriate warnings and signage;
- i) When required by law, ensure all drivers have a valid Transportation of Dangerous Goods Certificate; and ensure all vehicles are appropriately placarded and have the appropriate shipping manifest and;
- j) Identify and return the recovered ODS materials to a recognized reclamation facility and provide the District with the appropriate reclamation and chain of custody forms, or other certificates or records from the ODS Reclamation Facility

5. ENQUIRIES

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

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

6. 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, Transporting and Marketing**", and must be received on or before 2:00 PM local time, Tuesday, February 9th, 2021.

Hard Copy: Address Quotations to:

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

AND/OR email: info@rdos.bc.ca **Attention: D. Hamilton and J. Johnson**

13. 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, and WorkSafeBC coverage and the Contractor is required to be in Good Standing with the BC Corporate Registry (**Schedule "B" CA-7, CA-8, CA-9**) 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.

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR QUOTATIONS**

LANDFILL O.D.S. REMOVAL FROM REFRIGERATION UNITS

Attention: Don Hamilton, Solid Waste Facilities Supervisor

NET PRICE TO BE PAID BY THE RDOS PER REFRIGERATION UNIT FOR ODS EVACUATION
IN CANADIAN FUNDS: \$ _____

COMPANY INFORMATION:

Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

Email: _____

SUBMITTED BY:

Name: _____

Signature: _____

Date: _____

Price Valid Until: _____

SCHEDULE "B"

THIS AGREEMENT made in triplicate this _____ day of _____ 2021

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 _____, 2021. (the "RFQ");

AND WHEREAS the Contractor submitted a Quotation dated _____, 2020 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 three (3) year term commencing on _____, 2021 and expiring _____ 2024. Both parties shall have the option to extend for a further period of up to a maximum of two (2) years, if mutually agreeable. For the two-year extension period the RDOS and Contractor may renegotiate the unit rates for services rendered

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 coordinate the work for each Site with the RDOS prior to commencement
- 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 RDOS agrees to pay Contractor \$ _____ (_____) **CDN per refrigeration unit** for ODS removal at each RDOS Facility. The Contractor's costs for evacuation, documentation and recycling are included in this price. The price includes all costs to perform the scope of Work outlined in the Request for Quotations.

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 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.:
- 7.2 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*.
- 7.3 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.
- 7.4 The Contractor will provide 30 days written notice in advance of cancellation of any policies.

CA-8 COMPLIANCE WITH LAWS

- 8.1 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.

8.2 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.

CA-9 CORPORATE STANDING

9.1 The Contractor is required to be in compliance with the *Business Corporations Act – BC Laws*. The Regional District will obtain a Certificate of Good Standing from the BC Corporate Registry.

CA-10 ENTIRE AGREEMENT

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

CA-11 WRITTEN NOTICE

11.1 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:

Karla Kozakevich, Chair

Bill Newell, Chief Administrative Officer

CONTRACTOR:
by its authorized signatories:

Authorized Signatory

Authorized Signatory

DRAFT

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

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

Insured's

Date Signed