



**REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN**  
**REQUEST FOR QUOTATIONS**  
**BATTERY COLLECTION, TRANSPORT AND RECYCLE FROM LANDFILLS**  
**RDOS-22-PW-01**

January 14<sup>th</sup>, 2022

**1. GENERAL**

The Regional District of Okanagan-Similkameen (RDOS) administers four Landfill Sites: Okanagan Falls, Campbell Mountain (Penticton), Oliver and Keremeos. The RDOS requires all batteries deposited at Landfill Sites be separated for removal and recycling. The RDOS through this Request for Quotations (RFQ) is seeking a Contractor qualified to effectively collect, transport and recycle all batteries received at all sites.

- BATTERIES-LEAD-ACID means a product that falls under the 'Lead-acid Battery' product category in the Recycling Regulation B.C. Reg. 449/2004 including, but not limited to: Lead-acid batteries for automobiles, motorcycles, recreation vehicles, marine vehicles and locomotives (see RECYCLABLE).
- BATTERIES-HOUSEHOLD means batteries that fall under the 'Electronic and Electrical' product category in the Recycling Regulation B.C. Reg. 449/2004 including, but not limited to: Nickel Cadmium (NiCad), Lithium Ion (Li-Ion), Nickel Metal Hydride (Ni-MH), Small-Sealed Lead (Pb), or non-chargeable and rechargeable batteries weighing no more than 5 kilograms (11 pounds) each

**2. QUOTATION CONTENT**

- Full name, address, email and telephone number of the submitting corporate office and a complete profile of the Proponent's Company, provide a background of company experience, list previously corporate experience as it relates to the work described in this RFQ.
- The successful proponent will provide the Regional District with documentation verifying that salvaged batteries are stored off-site in a compliant storage area.
- Recovered battery materials must be transported to a recognized reclamation facility which meets all Provincial and Federal regulatory requirements. Examples of Manifests, Chain of Custody, Collection Unit Count Verification Slips, Proof of Recycling and all other relevant documentation must be included with the Quotation.
- Qualified proponents must be in compliance with the Hazardous Waste and the Recycling Regulations of the Environmental Management Act. Proponents must demonstrate affiliation with the BC LEAD-ACID BATTERY COLLECTION PROGRAM via THE CANADIAN BATTERY ASSOCIATION, INTERSTATE BATTERY SYSTEM OF CANADA, INC (IBSC) and for other batteries CALL2RECYCLE.

### **3. WORK PLAN & SAFETY**

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

### **4. SCHEDULE**

- Proponents shall provide the RDOS with a proposed schedule of service pick-ups.
- Proponents shall provide the RDOS with 24 hours' notice of service and respond to the RDOS within 24 hours regarding scheduling of a request for service.
- Please note; existing lead acid battery stockpiles are frequented by unauthorized after-hours salvagers. Despite ongoing efforts of fencing, cameras, and policing, this activity presents an ongoing problem. Preference will be given to proponents that schedule frequent removal of lead acid batteries.

### **5. INQUIRIES**

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

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

### **6. QUOTATION**

1. The Quotation shall contain a list of Battery types to be recovered, all costs or revenues, 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 "**BATTERY COLLECTION, TRANSPORT AND RECYCLE FROM LANDFILLS**", and must be received on or before 2:00 PM local time, Wednesday, February 16<sup>th</sup>, 2022.

**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](mailto:info@rdos.bc.ca) **Attention: D. Hamilton and M. Goldsberry**

## **7. 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 collection, transport and recycling of stockpiled Landfill Batteries.

- 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, WorkSafe BC coverage, (**Schedule 'A' 8. & 6.**) 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 'A' 9.**)
- 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 [mgoldsberry@rdos.bc.ca](mailto:mgoldsberry@rdos.bc.ca) if you wish to be added to the list for Addenda.

## DRAFT Contract Agreement

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This Agreement, made in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2022,

IS BETWEEN:

**REGIONAL DISTRICT of OKANAGAN-SIMILKAMEEN**

101 Martin Street  
Penticton, B.C., V2A 5J9

(hereinafter called the "Regional District")

**OF THE FIRST PART**

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Contractor")

**OF THE SECOND PART**

WHEREAS the Regional District issued the Request for Quotations \_\_\_\_\_;  
**"BATTERY COLLECTION, TRANSPORT AND RECYCLE FROM SANITARY LANDFILLS** (the "RFQ");

AND WHEREAS the Contractor submitted a quotation dated \_\_\_\_\_ in response to the RFQ (the "Contractor's Quotation");

AND WHEREAS the Regional District has, authorized a contract between the Regional District and the Contractor for the provision of **"BATTERY COLLECTION, TRANSPORT, AND RECYCLE FROM LANDFILLS"**

AND WHEREAS the Regional District 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:

### **1. CONTRACT DOCUMENTS**

The following documents, together with this Agreement, shall constitute the contract documents ("the Contract Documents") and shall form the contract between the parties:

1. The Request for Quotations “BATTERY COLLECTION, TRANSPORT, AND RECYCLE FROM SANITARY LANDFILLS” (the RFQ).
2. The Contractor’s Quotation as it relates to the work to be performed by the Contractor under this Agreement.
3. Schedule of Payments

In the event of any conflict or inconsistency between the Contract Documents, the terms of this Agreement shall have priority over the other listed documents and shall have priority in the order in which they are listed in Section 1.1 of this Agreement.

## **2. TERM**

- 2.1. The Term of this Agreement Term of this Agreement is for a three (3) year period commencing \_\_\_\_\_, 2022 to \_\_\_\_\_, 2025.
- 2.2 At Regional District discretion there will be an optional extension for a period of up to two (2) years, if mutually agreeable. For the extension period the Contractor and the Regional District may renegotiate unit rates of any services rendered.

## **3. THE WORK**

- 3.1 The Contractor is granted the right of access to Regional District administered Landfills - Campbell Mountain (CML) (Penticton), Okanagan Falls (OFL), Keremeos (KL), and Oliver (OL) for the purpose of collecting, sorting, transporting and processing of Batteries (Lead Acid, Household, Jump Starters and UPS units);
- 3.2 The Contractor shall perform the following work (the “Work”) during the Term:
  1. Remove all batteries from the Site including but not limited to: Lead Acid, Household, Jump Starters and UPS units;
  2. a suitable form shall be provided listing, type of battery and unit count or weight;
  3. provide the RDOS with a schedule of service pick-ups;
  4. provide the RDOS with 24 hours notice of service and respond to the RDOS within 24 hours regarding scheduling of a request for service;
  5. provide their own WCB approved and required safety equipment, including but not limited to a safety vest, gloves, appropriate footwear and eye protection;
  6. the collection event must be conducted in a safe manner;
  7. ensure that the gate attendant or site operator confirms unit counts and designations;
  8. when required by law, ensure all drivers have a valid Transportation of Dangerous Goods certificate, shipments are legally manifested and ensure all vehicles are mechanically sound and appropriately placarded;
  9. return the recovered battery materials to a recognized reclamation facility and provide the District with the appropriate reclamation forms, chain of custody forms, or other certificates or records from the Reclamation Facility.

#### **4. ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Memorandum of Understanding or any portions thereof, or his right, title or interest therein, or his obligations thereunder without the written consent of the Regional District.

#### **5. COMPLIANCE WITH LAWS**

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.

The Contractor shall, at their own expense, procure all permits, certificates and licenses required by law for the execution of the work and shall comply with all federal, territorial, provincial, and local laws and regulations affecting the execution of the work.

#### **6. WORKERS COMPENSATION ACT**

The Contractor will provide Regional District with its Workers Compensation Board registration number and a letter of clearance from the Workers Compensation Board office prior to the Commencement Date. The Contractor will comply with the provisions of the Workers Compensation Act (British Columbia) and all regulations and amendments thereto and all other applicable legislation relating to fire, safety, health and the environment, including but not limited to the prevention of accidents, the instruction of employees in safe working practices, and the correct use of protective equipment, with respect to each of their own employees, contractors, agents, materials, and equipment. The Contractor will be responsible for, and will maintain in good standing, coverage as required under the Workers' Compensation Act with respect to their own employees, contractors, agents, materials, and equipment.

#### **7. INDEMNITY**

The Contractor shall indemnify and save harmless the Regional District from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him, and/or the Regional District, by reason of any act or omission or alleged act or omission of the said Contractor, his agents, employees, or sub-contractors in the execution of the work.

## 8. INSURANCE

- a. 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.
- b. 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*.
- c. 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**.
- d. 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.
- e. 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
- f. The Contractor will provide 30-days written notice in advance of cancelation of any policies.

## 9. CORPORATE STANDING

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.

## 10. TERMINATION

This agreement may be terminated by either party on thirty (30) days advance written notice effective as of the expiration of the notice period.

## 11. NOTICE

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: Manager of Operations – Andrew Reeder  
Phone (250) 490-4103  
Email: [areeder@rdos.bc.ca](mailto:areeder@rdos.bc.ca)

**CONTRACTOR at:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## 12. ENTIRE AGREEMENT

- 12.1** 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.
- 12.2** 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).



As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this Agreement below on the dates shown below.

REGIONAL DISTRICT of OKANAGAN- )  
SIMILKAMEEN, by its authorized signatories: )

\_\_\_\_\_)  
*Mark Pendergraft, Chair*)

\_\_\_\_\_)  
*Bill Newell, Chief Administrative Officer*)

*Date:* \_\_\_\_\_)

-----) )  
by its authorized signatories: )

\_\_\_\_\_)  
*Authorized Signatory:*)

\_\_\_\_\_)  
*Authorized Signatory*)

*Date:* \_\_\_\_\_)



# 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 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 issued to: Regional District of Okanagan-Similkameen  
101 Martin Street, Penticton, BC, V2A 5J9

|                 |                 |                      |               |
|-----------------|-----------------|----------------------|---------------|
| <b>Insured:</b> | <b>Name:</b>    |                      |               |
|                 | <b>Address:</b> |                      |               |
| <b>Broker:</b>  | <b>Name:</b>    | <b>Agent's Name:</b> |               |
|                 | <b>Address:</b> | <b>Phone:</b>        | <b>Email:</b> |

**Location, Project No. and nature of agreement/contract, permit, lease, license or operation to which this Certificate applies:**

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**Mandatory Particulars of General Liability Insurance (see Section 1): ☒ indicates that the coverage is included:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Premises & Operation   | <input checked="" type="checkbox"/> Owners & Contractors Protective          | <input checked="" type="checkbox"/> Non-Owned Automobile       |
| <input checked="" type="checkbox"/> Blanket Contractual  | <input checked="" type="checkbox"/> Occurrence Property Damage               | <input checked="" type="checkbox"/> Broad Form Property Damage |
| <input checked="" type="checkbox"/> Cross Liability/Severability of Interests                              | <input checked="" type="checkbox"/> Personal Injury                          |  |
| <input checked="" type="checkbox"/> Contingent Employer's Liability  | <input checked="" type="checkbox"/> Coverage is Primary and not contributory |  |
| <input checked="" type="checkbox"/> Regional District of Okanagan-Similkameen, added as Additional Insured | <input checked="" type="checkbox"/> Broad Form Products & Completed          |  |

**Reviewed:**

**Broker  
Initials**

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**Additional Particulars of General Liability Insurance (see Section 1): ☐ indicates that the coverage is included.**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Use of explosives for blasting  | <input type="checkbox"/> Intentional Injury                       | <input type="checkbox"/> Non-owned watercraft liability                        |
| <input type="checkbox"/> Vibration from pile driving or caisson works.   | <input type="checkbox"/> Advertising Liability                    | <input type="checkbox"/> Watercraft Liability                                  |
| <input type="checkbox"/> Broad Form Tenants Legal Liability  | <input type="checkbox"/> Host Liquor Liability                    | <input type="checkbox"/> Work below ground level over 3 meters (XCU extension) |
| <input type="checkbox"/> Volunteer as Additional Insured   | <input type="checkbox"/> Intentional Injury                       |  |
| <input type="checkbox"/> Attached Machinery  | <input type="checkbox"/> Injury to Participants (sporting events) |  |
| <input type="checkbox"/> Removal or weakening of support of property, building or land whether the support is natural or otherwise |   |  |

**Reviewed:**

**Broker  
Initials**

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

\_\_\_\_\_  
Insured's

\_\_\_\_\_  
Date Signed