



**REQUEST FOR TENDER No. 19-006**

**BATTERY REMOVAL - REGIONAL LANDFILL (RL) AND CHURCH ROAD TRANSFER STATION (CRTS)**

**ISSUED:**

**February 4, 2019**

**CLOSING LOCATION:**

**Regional District of Nanaimo  
Main Reception – 2<sup>nd</sup> Floor  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2**

**Submissions must be received at the closing location on or before 3:00PM (15:00 hrs), Pacific Time on February 14, 2019**

**Regional District of Nanaimo (RDN) Contact for Questions:**

**Ben Routledge, Superintendent Scale and Transfer Service  
Telephone: (250) 722-2044, Ext. 3225  
Email: [broutledge@rdn.bc.ca](mailto:broutledge@rdn.bc.ca)**

Requested deadline for questions is three (3) business days before the closing date.



## **Instructions to Bidders**

### **Article 1. Closing Date/Time/Location**

Bidders are requested to submit one (1) copy of the Tender Form enclosed and sealed in an envelope clearly marked "**Battery Removal – Regional Landfill (RL) and Church Road Transfer Station (CRTS)**", on or before 3:00 PM (15:00 hrs), Pacific Time on February 14, 2019, by hand or courier to;

Regional District of Nanaimo  
Main Reception – 2<sup>nd</sup> Floor  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

Tenders **will not** be opened in Public. Tenders received by email or facsimile will not be accepted.

### **ARTICLE 2. Examine Documents**

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying themselves as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, they should, prior to submitting his tender, notify the designated RDN contact person in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN shall affect or modify any of the terms or obligations herein stated, or deemed to be any representation of warranty.

### **Article 3. Addenda**

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN website and the BC Bid website. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all addendums are included prior to submitting their final Tender submission.

### **ARTICLE 4. Tender Price**

Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form excluding taxes. Pricing should include all labour, materials, equipment, licences, permits any other costs required to perform the services in a turnkey manner. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.



**ARTICLE 5. Federal Sales Taxes**

GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.

**ARTICLE 6. Tender Signing**

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

**ARTICLE 7. Revisions to Tenders**

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

**ARTICLE 8. Tender Withdrawal**

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

**ARTICLE 9. Tender Rejection**

- .1 The RDN reserves the right to reject any or all tenders, or accept other than the highest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
  - a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
  - b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
  - c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced.
  - d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
    - any other contract for works or services; or
    - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

- .3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so.



.4 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

**ARTICLE 10. Award**

Awards shall be made on tenders that will give the greatest value based on equipment, service and price. The highest or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Award to the successful Tenderer. Any award is subject to obtaining approval from Senior Management of the RDN.

**ARTICLE 11. Form of Agreement**

The draft form of agreement is included for review. A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract.



## TECHNICAL SPECIFICATIONS

### Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified companies for the collection and recycling of Automotive, Industrial and Marine batteries collected at the Regional Landfill at 1105 Cedar Road, Nanaimo BC and the Church Road Transfer Station (CRTS) at 860 Church Road, Parksville, B.C.

The Contract is for a two (2) year term with the option for three (3) single year renewals based upon mutual written agreement between the parties.

Anticipated contract start date is April 1, 2019.

The Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, labour, materials, tools, equipment and any incidentals necessary to carry out:
  - a) the loading and hauling of Automotive, Industrial and Marine Class 8 Batteries and Portable Power Packs from the Regional Landfill and the Church Road Transfer Station (CRTS) to a qualified recycler;
  - b) reimbursement, at the agreed upon price, within thirty (30) days of receipt of invoice from the Regional District of Nanaimo
- 2) The Contractor shall maintain national safety code carrier profile satisfactory ratings in all categories for the duration of the Contract;
- 3) The Contractor shall follow all WorkSafe BC Regulations and site specific safety requirements applicable to the work performed at the Regional District of Nanaimo Solid Waste Facilities. Operators must provide their own PPE and wear high-visibility clothing, safety toe boots and hard hat.





### **Resource Requirements**

Tenderers must supply:

#### **Operators:**

The successful tenderer must have a pool of properly licensed and experienced operators available to service this contract in a timely and efficient manner.

#### **Safety:**

The successful tenderer must provide their staff with all necessary safety equipment including but not limited to; reflective safety wear, steel toed boots, gloves appropriate for handling lead acid batteries, eye protection, portable eye wash containers and aprons or other such clothing certified for handling lead acid batteries.

### **Hours of Operation**

Regional District of Nanaimo and Church Road Transfer Station

- Monday to Sunday 8am to 5pm (17:00 hrs).

All work should be completed within 30 minutes of the closing times.



**TENDER FORM**

**BATTERY REMOVAL – REGIONAL LANDFILL (RL) AND CHURCH ROAD TRANSFER STATION (CRTS)**

**Page 1 of 2**

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including all Addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, material costs, overhead and profit, all taxes and duties, and shall represent the net revenue to the RDN excluding GST which shall be shown separately in the Total Tender Price.

**NET REVENUE FIRM PRICING**

Year 1

<b>Commodity</b>	<b>Per Kilogram</b>
Automotive, Industrial and Marine Batteries	\$

Year 2

<b>Commodity</b>	<b>Per Kilogram</b>
Automotive, Industrial and Marine Batteries	\$





**TENDER FORM**  
**BATTERY REMOVAL – REGIONAL LANDFILL (RL) AND CHURCH ROAD TRANSFER STATION (CRTS)**  
**Page 1 of 2**

**ACCEPTANCE**

- .1 This Bid is open to acceptance for a period of sixty (60) days from the date of bid closing.
- .2 Submission of this Bid implies acceptance of the existing conditions at all sites.
- .3 We understand that the highest or any Bid will not necessarily be accepted.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 The RDN does not pay fuel surcharges.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Officer)

Printed: \_\_\_\_\_  
(Authorized Officer)

**REGIONAL DISTRICT OF NANAIMO  
CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

(hereinafter called the "Regional District")

AND:

[Insert Company Name]

(hereinafter called the "Contractor")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

**1. Services**

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

**2. Term**

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on \_\_\_\_\_, \_\_\_\_\_ and ending on \_\_\_\_\_, \_\_\_\_\_ unless sooner terminated as hereinafter provided.

**3. Payment**

The Contractor will pay to the Regional District as full payment for the Services the amount set out in Schedule 'B' at the times and in the manner therein set out.

**4. Risk Management**

The Contractor is required to provide for a system to ensure that no special waste or hazardous waste is disposed of contrary to the laws or regulations of an applicable jurisdiction.

## **5. Independent Contractor**

The Contractor will at all times be an independent contractor and not the servant, employee or agent of the Regional District.

## **6. Assignment and Sub-contracting**

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

## **7. Indemnity**

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

## **8. Insurance**

Prior to the commencement of the Services the Contractor will provide a certificate of motor vehicle liability insurance covering all vehicles the Contractor owns, registered in its name, or leased to the Owner, in the amount of \$5,000,000 per occurrence.

Prior to commencement of the Services the Contractor shall also provide:

- a) a certificate of general commercial liability insurance in the amount of \$5,000,000, per occurrence which shall provide coverage for property damage and third party personal injury and death which shall name the Regional District of Nanaimo as an additional insured ;
- b) a certificate of pollution liability insurance in the amount of \$2,000,000 per occurrence/\$5,000,000 aggregate;

Both of the certificates of insurance shall contain a clause requiring notification of the Regional District 30 days in advance in the event that the insurance policy is cancelled.

## **9. Worksafe BC Coverage**

The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

## 10. Termination

Notwithstanding any other provision of this Agreement:

- (a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Contractor.
- (b) Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' notice of such termination.

If either such option is exercised by the Regional District, the Contractor will be under no further obligation to the Regional District except to pay the Regional District such amount as the Regional District may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

## 11. Conduct of the Contract

For the primary contact for this Agreement, the Regional District designates as its Contract Administrator:

Ben Routledge, Superintendent Scale & Transfer Service, Solid Waste

1105 Cedar Rd, Nanaimo, BC V9X 1K9

Phone: (250) 758-1157 ext 6602                      Email: BRoutledge@rdn.bc.ca

For the primary contact for this Agreement, the Contractor designates as its Contract Administrator:

<Contact Name>

<Contract Address>

Phone: 250-XXX-XXXX                      Email:

## 12. Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, and of its obligation contained in this agreement where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to fire, flood, storm, or, other natural disaster, accident or governmental regulations strike or restrictions of any kind.

## 13. Freedom of Information and Privacy Act

This Agreement is subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act and all documents become the property of the Regional District.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

The **REGIONAL DISTRICT OF NANAIMO**:

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

The **CONTRACTOR**:

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

## **SCHEDULE "A"**

### **SPECIFICATIONS AND SCOPE OF WORK**

The Contractor shall provide the Services as outlined below:

The Contractor will be entirely responsible to carry out all work to collect and recycle batteries sourced through both the Regional Landfill (RL), 1105 Cedar Road, Nanaimo, B.C. and the Church Road Transfer Station (CRTS), 860 Church Road, Parksville, B.C.

The work includes the supply of all equipment, materials, supplies, labor and supervision necessary to complete the work, including but not limited to transportation of material from the sites. The contractor will be responsible for all loading and sorting of any batteries or materials at RL and CRTS sites.

The Contractor will haul material once monthly or as the needs of the site(s) require.

The Contractor will provide overall management and administration of the services. Management must include the provision of competent management and administrative staff, appropriate liability insurance and bonding fee, permits, Worksafe coverage, financing and other functions related to the administration of this contract.

## **SCHEDULE "B"**

### **FEES & EXPENSES**

Revenue will be provided to the RDN Solid Waste Services monthly.

The total compensation paid includes all expenses. Payment will be forwarded to RDN Finance in the manner agreed upon by the parties.

Revenue will be calculated in the following manner;

- 1) Total weight collected in kilograms times the quoted per kilogram rate.
  - a. Revenue calculation will be based on RDN Scale Tickets generated at the time of collection.