



**REGIONAL DISTRICT
of Fraser-Fort George**

**Road Watering Services
Foothills Boulevard Regional Landfill**

**INVITATION TO QUOTE
ES-19-09**

Prepared by:
Regional District of Fraser-Fort George
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Table of Contents

| | |
|---|----|
| PART 1: GENERAL | 3 |
| 1. Introduction | 3 |
| 2. Award of Contract | 4 |
| 3. Regional District’s Right to Reject Quotation..... | 4 |
| 4. Insurance | 5 |
| 5. WorkSafeBC | 5 |
| 6. Occupational Health and Safety Plan | 5 |
| 7. Indemnity | 5 |
| 8. Provisions for Termination or Suspension of the Contract by the Regional District..... | 6 |
| 9. Regional District’s Right to Correct Deficiencies | 6 |
| 10. Duration of Contract..... | 6 |
| 11. Payment..... | 6 |
| 12. Payment Withheld or Deducted | 6 |
| PART 2: SPECIFICATIONS..... | 7 |
| Scope of Work | 7 |
| Hours of Operation | 7 |
| Watering | 8 |
| Damages | 8 |
| SCHEDULE OF PRICES | 9 |
| CONFLICT OF INTEREST DISCLOSURE STATEMENT | 10 |
| GOODS AND SERVICES TAX INFORMATION..... | 11 |
| LIST OF EQUIPMENT | 12 |
| APPENDIX A – ROAD WATERING MAP 2019..... | 13 |

PART 1: GENERAL

1. Introduction

The Regional District of Fraser-Fort George invites written quotations from qualified contractors to provide road watering services for dust control on the all-weather surface roads at the Foothills Boulevard Regional Landfill, 6595 Foothills Boulevard, Prince George, BC. The Contractor will provide personnel, supervision, labour, and heavy equipment to complete the road watering project specified in the Scope of Work contained herein.

Quotations will be received until 10:00 a.m. local time, Thursday, May 2, 2019 at the Regional District office, 155 George Street, Prince George, BC V2L 1P8. Qualified contractors must complete and submit the **Schedule of Prices, Conflict of Interest Disclosure Statement, Goods & Services Tax Information** and **List of Equipment**. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

ALL quotations must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the quotation as well as on the outside of the courier envelope if sending by courier:

1. Jason Dodd, Field Supervisor, Environmental Services
Regional District of Fraser-Fort George
2. Invitation to Quote ES-19-09
Road Watering Services – Foothills Boulevard Regional Landfill
3. Responding Bidder's name and address

Quotations submitted by fax, electronically or not in original Regional District format will NOT be accepted.

A **mandatory** site meeting will be held at 9:00am, Friday, April 26, 2019 at the Foothills Boulevard Regional Landfill, for all qualified contractors wanting to submit a quote for consideration. Quotes from contractors who did not attend and/or remain for the duration of the mandatory site meeting will not be considered.

Invitation to Quote documents may be obtained on or after Thursday, April 18, 2019:

- a) At the mandatory site meeting held at 9:00 am, Friday, April 26, 2019 at the Foothills Boulevard Regional Landfill; or
- b) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca.

Quoted prices must remain in effect for thirty (30) days after the closing date and time.

All applicable taxes will be shown separately. The successful supplier will be required to itemize taxes on all invoices submitted to the Regional District.

All inquiries relating to this Invitation to Quote must be directed to:

Jason Dodd, Environmental Services Field Supervisor
Regional District of Fraser-Fort George
Phone: 250-962-8999 / Fax: 250-962-8920
Email: jdodd@rdffg.bc.ca

2. Award of Contract

The Regional District intends to award this quotation based on compliance with the Scope of Work and all specifications herein.

The Contractor will provide the required documentation verifying required insurance coverage and WorkSafeBC coverage upon notification that the Regional District has accepted their quote and prior to the commencement of work.

The Regional District reserves the right to disqualify any quotation that fails to meet any requirement of this Invitation to Quote.

A purchase order issued to the Contractor will indicate acceptance of their quote. No work will proceed without a purchase order issued by the Regional District.

The Regional District reserves the right to not award this quotation, at its sole discretion.

3. Regional District's Right to Reject Quotation

The Regional District reserves the right to reject any and all quotes; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in quotes, reject any and all quotes, or accept the quote deemed most favourable in the interests of the Regional District.

No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

If a quote contains a defect or fails in some way to comply with the requirements of the Invitation to Quote Documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the quote.

The Regional District reserves the discretion to reject any quote submitted by a bidder, where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District
- b) in the case of a quote submitted by a bidder who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District

When submitting a quote, the bidder is required to complete a Conflict of Interest Disclosure Statement (page 10).

The Regional District reserves the right to reject any quote submitted by a bidder that is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being quoted.

4. Insurance

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$3,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less \$3,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined in Clause 4.

5. WorkSafeBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with a WorkSafeBC Number and keep all assessments required to be paid in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

6. Occupational Health and Safety Plan

The Contractor will maintain an Occupational Health and Safety Plan and provide a copy of such plan to the Regional District prior to commencement of work.

7. Indemnity

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officers, agents, servants, and employees from and against all actions, claims, demands of any kind, description and nature whatsoever arising out of or in any way connected with the fulfillment of its contract; and all such actions, causes of actions, claims and demands recoverable by any third party from the Regional District or the property of the Regional District, shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing from the Contractor.

8. Provisions for Termination or Suspension of the Contract by the Regional District

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions and agreements within this document, the Regional District reserves the right to terminate this Contract without notice.

9. Regional District's Right to Correct Deficiencies

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy it may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

10. Duration of Contract

The duration of the Contract will be from 12:01 a.m., June 1, 2019 to midnight, May 31, 2020. The Contract may be renewed on a period-by-period basis at the discretion of the General Manager of Environmental Services for up to two (2) years. Each extension will be for a one (1) year period and the total contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices at the quoted rates.

11. Payment

The Contractor may provide an invoice to the Regional District at the end of each four-week period during the term of the contract. The final invoice must be submitted within one week of the Contract completion date. The Contractor will identify taxes separately on each invoice.

12. Payment Withheld or Deducted

The Regional District may withhold, or suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect itself from loss on account of one (1) or more of the following:

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) In the event of damage to the Regional District's facilities the procedure will be as follows:
 1. The Regional District will notify the Contractor.
 2. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the manufacturer's specifications, and deduct the cost of the repair(s) from payment to the Contractor.
- d) Where there are affidavits (or an affidavit) of claim of lien, or liens (or a lien) filed, against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
- e) Where equipment that is inoperable and where the Contractor fails to meet the Contract requirements for Supply of replacement equipment, the Regional District may deduct the equivalent amount to the tendered Unit Rate on the Schedule of Prices during each scheduled day that the equipment is inoperable.
- f) Where the Regional District has corrected a deficiency under Article 9, Regional District's Right To Correct Deficiencies.

- g) The Regional District receives notification from WorkSafeBC that all required WorkSafeBC assessments have not been paid and are not in good standing for the period covering the Contract term.
- h) The work has not been completed to the satisfaction of the Regional District.

PART 2: SPECIFICATIONS

The Contractor will provide and operate heavy equipment. The Contractor will also provide the personnel, supervision, and labour to complete the road watering services and any other general service as specified in the Scope of Work contained herein.

Scope of Work

1. The Contractor will, at his expense, pay for and supply all personnel, supervision, equipment and tools, labour and materials to complete the works as specified herein.
2. The Contractor will not undertake storage, maintenance or servicing of his equipment at the landfill without the prior approval of the Regional District.
3. The Regional District accepts no responsibility for damage, vandalism or theft of any of the Contractor's equipment used or stored at the landfill.
4. The Contractor will not interfere with the day-to-day operations of the facility while completing the work required.
5. The Contractor will be responsible for costs associated with repairing or replacing any Regional District property damaged by the Contractor as a result of the Contractor's watering activities.
6. The Contractor will exercise good public relations while fulfilling his responsibilities under the contract and will ensure that his employees do the same.
7. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the work.
8. The period of work is from the date of issuance of a Purchase Order to May 31, 2020.

Hours of Operation

The Contractor will be required to provide road watering services up to twice per day during landfill operating hours. Schedule to be determined by the Regional District. Foothills Landfill is open 7 days a week.

| | |
|------------------|--------------|
| Monday to Friday | 7 am – 5 pm |
| Saturday | 8 am – 5 pm |
| Sunday | 10 am – 4 pm |

Holiday Operating Hours are from **9 am to 5 pm** on the following Holidays **ONLY**:
Easter Monday, Victoria Day, Labour Day, Thanksgiving Day

This facility is **CLOSED** on all other Holidays:
New Years' Day, Family Day, Good Friday, Canada Day, BC Day, Remembrance Day, Christmas Day and Boxing Day

Watering

1. There are two separate areas requiring road watering at the Foothills Landfill facility. These areas are described as:
 - a) All Weather Roads
 - b) Borrow Pit Metal Pile Road
2. All Weather Roads include all primary road surfaces outside the Transfer Station Area used to access disposal and marshalling areas within the facility.
3. The Borrow Pit/Metal Road include the roads and access areas used to get to these marshalling areas as well as the decks/pads of the burrow pit and metal area.
4. At the request of Regional District staff, any one or combination of the two described areas may be watered.
5. Priority of watering will be the All Weather Roads unless otherwise directed by Regional District staff.
6. The Contractor will water the roads once in the morning (10am) and once in the afternoon (2pm). This will be the same for statutory holidays. Due to weather conditions, services may be cancelled for the day (ie: Rain). The regular schedule can be changed by the Regional District with 24 hours' notice to the Contractor.
7. The roads will be watered 7 days a week. Weekend and statutory holidays availability is required.
8. The Contractor will provide a phone number, which Regional District staff can call 7 days per week and on statutory holidays to request additional watering services during landfill operating hours.
9. The Contractor will use a water tank or truck large enough to complete the watering of the All Weather Roads in one trip.
10. The Contractor will not use any water from on site and there will be no access to water from the Regional District's fire hydrant for refilling of water tanks or trucks
11. The Contractor will not store or stockpile any water or tanks on site.
12. The Contractor WILL NOT water roads if the following conditions occur:
 - a. It has rained the night before so that there is pooling water
 - b. It is currently raining
 - c. It rains between the morning watering and the afternoon watering (the Contractor would not water in the afternoon)

Damages

The Contractor will make good on any damages as set out in Section 12, Part 1: General.

SCHEDULE OF PRICES

| | | |
|--|--------------|--|
| 1) All Weather Roads Lump sum price to provide all work, services and assurances required under Invitation to Quote ES-19-09 specific to Appendix A – Road Watering Map 2019, road section in blue. Price Per Service. | PRICE | |
| | GST | |
| | TOTAL | |
| 2) Borrow Pit Metal Pile Road Lump sum price to provide all work, services and assurances required under Invitation to Quote ES-19-09 specific to Appendix A – Road Watering Map 2019, road section in yellow. Price Per Service. | PRICE | |
| | GST | |
| | TOTAL | |
| 3) Sum of 1 and 2. | TOTAL | |

Contractor Signature

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-19-09 – Road Watering Services – Foothills Boulevard Regional Landfill

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Signature of Person Making Disclosure

Date Signed

GOODS AND SERVICES TAX INFORMATION

The following must be completed:

Supplier: _____
NAME

ADDRESS

CITY PROVINCE

POSTAL CODE PHONE NUMBER

FAX NUMBER

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

- Supplier qualifies as a small supplier under Section 148 of the legislation
 - Other: Specify _____
- _____

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME

TITLE

DATE

APPENDIX A – ROAD WATERING MAP 2019

