



**REGIONAL DISTRICT
of Fraser-Fort George**

**INVITATION TO QUOTE
ES-23-11**

**Road Watering Services
Foothills Boulevard Regional Landfill**

Date Issued: April 4, 2023

Closing Location: Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8

Closing Date and Time: **April 19, 2023**
10:00 am (Pacific Standard Time)
No Public Opening

Mandatory Site Meeting: Wednesday, April 12, 2023
10:00 am at the Foothills Boulevard Regional Landfill

Inquiries: Email Darren Wahl at Darren.Wahl@rdffg.bc.ca

Note: Late submissions will not be considered

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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.

Invitation to Quote documents may be obtained on or after Tuesday, April 4, 2023:

- a) In a PDF (public document format) file format from the Regional District's website www.rddfg.bc.ca;
- b) On the BCBid® website at www.bcbid.gov.bc.ca; or
- c) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC **by appointment only**, between 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays. The cost for each hard copy Invitation to Quote is ten dollars (\$10), taxes included, and is non-refundable.

Two (2) complete copies of your Quote must be submitted in a sealed package marked "**ITQ ES-23-11 Road Watering Services – Foothills Boulevard Regional Landfill**", in which the submission will include pages 10 through 13.

Quotations will be received until 10:00 a.m. local time, Wednesday, April 19, 2023 to the attention of the General Manager of Financial Services at the Regional District of Fraser-Fort George office, 3rd floor, 155 George Street, Prince George, BC, V2L 1P8. Submissions received after the stated closing date and time will be disqualified and not be considered by the Regional District.

To be considered, quotes must be signed by an authorized signatory of the Supplier. By signing the quote, the contractor is bound to statements made in response to this Invitation to Quote ("ITQ"). Any quote received by the Regional District that is unsigned will be rejected.

Quoted prices must remain in effect for ten (10) days after the closing date and time.

All subsequent information regarding this ITQ, including amendments, addenda and answers to questions will also be available as above.

A **mandatory** site meeting will be held at 10:00am, Wednesday, April 12, 2023 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.

The lowest, or any quote, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Quotes. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Late quotes will not be accepted and will be returned to the Supplier.

It is the sole responsibility of the Supplier to ascertain that they have received a full set of the ITQ documents. Upon submission of their Quote, the Supplier will be deemed conclusively to have been in possession of a full set of the ITQ documents.

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

Darren Wahl, Manager of Solid Waste Operations
Phone: 250-962-8999 / Fax: 250-962-8920

Regional District of Fraser-Fort George
Email: darren.wahl@rddfg.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.

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 11).

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 above.

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 officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from 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, and 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. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

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.

The Regional District shall compensate the Contractor for all Services performed hereunder through to the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Contract, will be provided to the Regional District within ten (10) business days of the termination date.

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, 2023 to midnight, May 31, 2025. The Contract may be renewed on a period-by-period basis at the discretion of the General Manager of Environmental Services for up to three (3) years. Each extension will be for a one (1) year period and the total contract duration will not exceed five (5) years. Each period of renewal will be as per the Schedule of Prices at the quoted rates.

11. Damage To Existing Property Or Facility

In the event of damage to the Regional District's facility or property arising from actions of the Contractor, their employees or sub-contractors, the procedure will be as follows:

- a) The Contractor will immediately advise the Regional District of any damage to the Regional District's facility or property.
- b) Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
- c) If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

12. 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.

13. 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.

14. Goods and Services Tax (GST)

Federal law states that five percent (5%) tax be paid on all goods and services. If the Contractor does not qualify as a small supplier then the Contractor is required to identify the tax (GST/PST, as applicable) on all invoices and the Regional District is liable to pay this amount to the Contractor.

15. Rights Of Waiver

A waiver of any breach or provision of this Contract will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

16. Severability

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void, the validity of the remaining paragraphs hereof will not be affected.

17. Dispute Resolution

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

18. Force Majeure

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach agreement, as determined by the dispute resolution process under Section 17 of the Contract. Where as a result of Force Majeure there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Contractor under Section 12 of this Agreement, as may be agreed by the Contractor, or as determined under Section 17 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 8 of this Agreement.

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.

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 & Sunday 9 am – 5 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, National Day of Truth and Reconciliation, 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 borrow 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 11, Part 1: General.

SCHEDULE OF PRICES

All Weather and Perimeter Roads Lump sum price to provide all work, services and assurances required under Invitation to Quote ES-23-11 specific to Appendix A – Road Watering Map 2023, road section in blue.		
	PRICE PER SERVICE	\$
	GST	\$
TOTAL PRICE PER SERVICE (including tax)		\$

Contractor Signature

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

ES-23-11– 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

LIST OF EQUIPMENT

The Contractor will list model, make, year and size of equipment he proposes to use to complete the Work herein. List of back up equipment to provide service in the case of equipment breakdown.

Equipment Model / Make	Year	Size / Operating Weight

CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

CONTRACTOR
a company duly incorporated under the laws of British Columbia
and having a place of business at:
Street Address
City, Province, Postal Code

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH: that the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
 - (a) Provide all necessary materials, labour, supervision and equipment and perform all Work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "**Road Watering Services – Foothills Boulevard Regional Landfill**" Invitation to Quote ES-23-11 from June 1, 2023 to May 31, 2025, and
 - (b) Commence to actively proceed with the Work of the Contract on June 1, 2023.
2. The Regional District will pay to the Contractor, as full compensation, for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices, List of Contractor's Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, General Conditions of Contract, Contract Agreement, and other Securities, General Conditions, Operational Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in the Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 4, the Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to the Contract prior to the execution and delivery hereof.

6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at _____
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE
**REGIONAL DISTRICT OF
FRASER-FORT GEORGE**

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONTRACTOR

Authorized Signature Signatory

Date

(Name and Title) (Please print)

APPENDIX A – ROAD WATERING MAP 2023

