



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-24-12

AS AND WHEN ENGINEERING SERVICES SOLID WASTE

- Date Issued:** August 21, 2024
- Closing Location:** Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8
- Closing Time:** September 11, 2024
2:00 pm (Pacific Standard Time)
No Public Opening
- Inquiries:** Email Darwin Paton at dpaton@rdffg.bc.ca
- Note:** Late submissions will not be considered

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INVITATION TO TENDER

PART A – INTRODUCTION

The Regional District of Fraser-Fort George (Regional District) invites tenders from qualified engineering firms to provide engineering services as described in this Invitation to Tender. The intent is to have an engineering firm provide professional services for Regional District – Environmental Services at pre-established rates on an “as and when required” basis for Environmental Services solid waste projects and reports.

The contract term is **November 1, 2024 - October 31, 2027**

Further details as to the scope of this opportunity can be found in Part C, Section 21, Scope of Work, page 18.

BACKGROUND

Regional District of Fraser-Fort George – Environmental Services, operates and manages multiple solid waste management facilities. These facilities require various levels of compliance reporting, along with regularly scheduled tasks, which from time to time require general engineering services to assist Regional District staff with report review and task oversight. In addition, some project development assistance and project management services can be expected. Preference will be given to companies who can provide in-house expertise in a variety of disciplines including but not limited to, civil, environmental, mechanical, and geotechnical engineering services. Please outline what services your firm can provide and what services would be subcontracted out, in a Letter of Introduction.

Environmental Services facilities include Landfills, accepting both municipal solid waste and some sites only accepting demolition and construction materials. These sites operate and/or may contain landfill gas systems, leachate collection systems, cover systems, retention ponds, public transfer, and recycling marshalling areas. Solid Waste Transfer Stations of varying size, capacity and function.

Projects may include but are not limited to:

- annual site report review and sealing
- site life and volume assessments
- fill plan updates
- design, operations and closure plan (DOCP) updates
- permit updates
- operational certificate (OC) updates
- Green House Gas (GHG) emissions reporting
- closed landfill inspection reviews
- capitol project assistance
- construction oversight work.

Facilities are located within the Regional District of Fraser-Fort George boundaries.

In general, engineering services will be valued up to, but not exceeding \$25,000 for each project undertaken. Projects where engineering services are reasonably expected to exceed a cost of \$25,000 will be required to go to a competitive bid process in compliance with the Regional District's Procurement of Goods and Services Policy RD-03-09.

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **August 21, 2024**.

- (a) in a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.ca; and/or,
- (b) on the BCBid® website at www.bcbid.gov.bc.ca.

All subsequent information regarding this ITT, including amendments, Addendum(s) and answers to questions will also be available as above.

It is the sole responsibility of the tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.

To be considered, Tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this ITT. Any Tender received by the Regional District that is unsigned will be rejected.

The lowest of any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders.

TENDER SUBMISSION AND CLOSING LOCATION AND TIME:

The Regional District will accept Tenders submitted either by direct delivery (hand delivery, courier or by post/mail) or electronically to the Closing Location and Time as outlined below.

Closing Time for tenders is September 11, 2024, at 2:00 p.m. local Prince George time.

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC (the "**Closing Location**") not later than 2:00 p.m. local Prince George time on **September 11, 2024** (the "**Closing Time**"). There will not be a public opening for this tender.

Tenders must be in English and must be submitted using the submission methods below.

For Tenders to be submitted by hard copy direct delivery:

Two complete copies of your Tender must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box (if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

2. Invitation to Tender, ES-24-12
As and When Engineering Services – Solid Waste
3. Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be Submitted Electronically:

"Prince George Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: ES-24-12 – As and When Engineering Services – Solid Waste – (Insert Responding Tenderer's Name)

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files should not collectively exceed 35MB. Zip the files to reduce the size if needed. **Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.**

Tenders must be submitted to purchasing@rdffg.bc.ca. DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

The Regional District does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received;
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender;
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

PART B – INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

ES-24-12 – As and When Engineering Services – Solid Waste
November 1, 2024 - October 31, 2027

Instructions regarding obtaining the Tender Documents are contained in Part A: Introduction.

Questions relating to the tender or project must be directed to:

Darwin Paton, Environmental Services Technologist
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Phone: 250-960-4400
Email: dpaton@rdffg.bc.ca

Deadline for question submissions is 5:00 p.m. (local time) August 28, 2024.

Those questions that are determined to be of a common interest to all potential Tenderers will be summarized and posted as Addendum(s) on the website.

ACKNOWLEDGEMENT LETTER

Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to, Project Manager, dpaton@rdffg.bc.ca. A Tenderer who signs and returns the acknowledgement letter is not obligated to submit a Tender.

Any prospective Tenderer who does not submit the acknowledgement letter will not be sent any Addendum(s), or answers to questions and may be disqualified.

TENDER PROCESS

1.0 Definitions

- 1.1 "**Addendum(s)**" means all additional information regarding this ITT including amendments to the ITT.
- 1.2 "**BC Bid**" means the BC Bid website located at www.bcbid.ca.
- 1.3 "**Board**" means the Board of the Regional District.
- 1.4 "**Closing Location**" means the location specified in Part A - Introduction.
- 1.5 "**Closing Time**" means the closing time and date specified in Part A - Introduction.
- 1.6 "**Contract**" means the contract substantially in the form attached to this ITT.
- 1.7 "**Contractor**" means the successful Tenderer to the ITT who enters into a Contract with the Regional District.

- 1.8 "**Form of Tender**" means the form of tender attached to this ITT.
- 1.9 "**ITT**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.10 "**Must**" means a requirement that must be met in order for a Tender to receive consideration.
- 1.11 "**Project Manager**" means the Regional District's representative.
- 1.12 "**Tender**" means a submission in response to this ITT.
- 1.13 "**Tender Documents**" means the documents listed in Section 2.1.
- 1.14 "**Tenderer**" means the person submitting a Tender.
- 1.15 "**Regional District**" means the Regional District of Fraser-Fort George.
- 1.16 "**Should**", or "**May**" means a requirement having a significant degree of importance to the objective of the ITT, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Tender.
- 1.17 "**Work**" means the total construction and related services required by the Tender documents.

2.0 Tender Documents

2.1 The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers
- (c) Part C – Contract Conditions; and
- (d) Appendices:
 - i. Appendix A – Acknowledgment Letter;
 - ii. Appendix B – Bidder Checklist;
 - iii. Appendix C – Tender Form;
 - iv. Appendix D – Schedule of Prices – Tendered Price;
 - v. Appendix E – List of Contractor's Personnel;
 - vi. Appendix F – List of Subcontractors;
 - vii. Appendix G – Tender's Experience in Similar Work;
 - viii. Appendix H – Conflict of Interest Disclosure Statement;
 - ix. Appendix I – Goods and Services Tax Information; and
 - x. Appendix J – Contract Agreement

3.0 Acceptance of Terms and Conditions

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).

4.0 Submission Instructions

- 4.1 Each Tenderer must complete and provide Appendix A and Appendices C through I.
- 4.2 All prices and notations should be legibly written in a non-erasable medium pen. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.
- 4.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 4.4 The Regional District may, at any time and for any reason, extend the Closing Time by means of a written amendment published on the Regional District's website, at www.rdffg.ca and at BC Bid.
- 4.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.
- 4.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 4.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid.
- 4.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents. Addendum(s) not signed and included will disqualify the submission.
- 4.9 The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a Tender is the Tenderer's responsibility.

5.0 Discrepancies or Omissions

- 5.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof, should immediately request in written form, either by email or by mail, clarification from the Project Manager. Upon receipt of the written request for clarification, The Project Manager may, in the person's sole discretion, send written instructions or explanations to all parties registered as having returned the

acknowledgement letter, and make amendments to this ITT. No responsibility will be accepted for oral instructions. Any requests must be received prior to 5:00 pm on August 28, 2024.

- 5.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

6.0 Late Submissions

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

7.0 Changes to Tenders

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- (a) For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus variance to the Tenderer's Tender Price; or
- (b) In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

8.0 Bid Prices

- 8.1 The Tenderer will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the price stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion of the work, and will include the supply of all labour, supervision services, taxes and assessments, together with the Tenderer's overhead and profit, except where otherwise provided elsewhere in this ITT.

- 8.2 Tender prices must remain open for acceptance for a period of 90 days from the Closing Time unless otherwise stated by the Regional District.

9.0 Subcontractors

All Subcontractors, including affiliates of the Tenderer, should be clearly identified in the Tender as per the form attached as Appendix F.

A Tenderer may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the Tender. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Tender or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the Tender, participating in evaluation or in the administration of the Contract. If a Tenderer is in doubt as to whether a proposed Subcontractor might be in a conflict of interest, the Tenderer should consult with

the Project Manager prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of the Tender.

10.0 Rejection of a Tender

10.1 The Regional District may, in its sole discretion, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District. The lowest, or any Tender, will not necessarily be awarded.

10.2 Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

10.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:

- (a) accept any Tender which the Regional District deems most advantageous to itself;
- (b) reject any and/or all irregularities in a Tender submitted;
- (c) waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
- (d) reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
- (e) accept a Tender which is not the lowest Tender; and
- (f) cancel or reissue the Tender without any changes.

10.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

11.0 Conflict of Interest

11.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a conflict of interest disclosure statement attached as Appendix H.

11.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Tender where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Tenderer, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or
- b. in the case of a Tender submitted by a Tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Tenderer and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

12.0 Tender Evaluation

- 12.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost effectively complete the work described in this ITT.
- 12.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District staff shall use the following criteria to evaluate tenders received:
 - (a) Tenderer's Qualifications, Experience, and References;
 - (b) Past Work Experience with the Regional District;
 - (c) Tender Price; and
- 12.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.
- 12.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.

13.0 Proof of Ability

The Tenderer will be competent and capable of performing the Work. The Tenderer is required to provide evidence of previous experience and financial responsibility before the contract is awarded.

14.0 Examination of Contract Documents

14.1 The Tenderer will satisfy themselves as to the practicality of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement and calculation.

15.0 Liability for Errors

15.1 The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a Tender pertaining to this ITT. The accuracy and completeness of the Tender is the Tenderer's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.

15.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

16.0 Limitation of Liability

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Tender preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

17.0 Ownership of Tenders and Freedom of Information

17.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.

17.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

18.0 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.

PART C - CONTRACT CONDITIONS

1 Form of Contract

A sample contract agreement is attached as Appendix J.

2 Start and Duration of Contract

The term of the Contract will begin on November 1, 2024, at 12:01 a.m., and the Contract will remain in force until midnight on October 31, 2027. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each extension of renewal will be as per the schedule of prices at the tendered rates. Each extension will be for a one-year period and the total Contract duration will not exceed five years.

3 Term and Termination

The term of this Contract shall commence as set out in Part C, Section 2, Start and Duration of Contract, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than 30 business days advance written notice to the other party. The Contractor or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

4 Intent of Contract Documents

This Contract is not an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.

5 Assignment of Contract

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for an assignment to a bank of the payments to be received hereunder.

6 Payment

The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the facility during the previous month based the rates in the schedule of prices.

The Regional District will, by the thirtieth day of the month following that for which payment is required on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

Each project undertaken by the Contractor will not proceed until a purchase order is issued by the Project Manager or delegate. The purchase order and accompanying scope of work document(s) will lay out the scope of the engineering work required to be done by the Contractor for the project. The purchase order number as well as the contract number ES-24-12 is to be quoted on the

Contractor's invoice to the Regional District.

7 Changes to the Contract Work

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Contractor will proceed with the work as changed and the work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

8 Insurance

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance 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 to require that the Regional District be provided with 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:

- a) 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. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- b) Professional Liability in an amount not less than \$2,000,000 inclusive per claim.
- c) Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - i. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - ii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- d) Additional insurance requirements may be requested depending on the project assigned. Any such enhanced requirement will be negotiated before the Contractor commences work on a project.

The Contractor shall ensure that all Subcontractors forming from this Contract meet the insurance requirements.

It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

9 Damage to Existing Property

In the event of damage to the Regional District's property arising from actions of the Contractor, the procedure will be as follows:

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within seventy-two hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

10 WorkSafeBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the Work and will comply with the Workers Compensation Act of the Province of British Columbia.

Prior to undertaking any of the Work in this Service Agreement, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out-of-province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board or like organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

11 Indemnity and Release by Contractor

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, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Contractor, and 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.

12 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 20 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 6 of this Agreement, as may be agreed by the Contractor, or as determined under Section 20 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 3 of this Agreement.

13 Rights of Waiver

A waiver, or any breach of any provision of this ITT, 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.

14 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 or unenforceable, the validity of the remaining paragraphs hereof will not be affected.

15 Independent Contractor

The Contractor shall be fully independent and shall not act as an agent or employee of the Regional District. The Contractor shall be solely responsible for its employees, and any subcontracts the Contractor lets, and for their compensation, benefits, contributions, and taxes, if any.

16 Character of Workers

The Contractor and workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Subcontractor who, in the opinion of the Regional District, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol, or is negligent, or willfully misconducts themselves will, at the written request of the Regional District,

be removed from the site of the work immediately and will not be employed again in any portion of the work without the approval of the General Manager of Environmental Services.

17 Regional District's Termination of Contract

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

18 Contractor's Termination of Contract

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents within 30 days from the specified date of payment and fails to remedy such default within 10 days of the Contractor's written notice to do so.

19 Regional District's Right to Correct Deficiencies

The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five days 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 they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

20 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.

21 Scope of Work

Each year there are various "as and when required" engineering projects for Environmental Services. The number of projects from year to year does vary, though many are tied to regulatory responsibilities and must be carried out on an annual basis. These include but not limited to, Site Life and Volume Assessments for multiple sites, Annual report review and sealing for multiple sites, Annual inspection review and submission for multiple sites, GHG Emission assessments for multiple sites. The exact number of projects anticipated to take place in future years may change beyond the base level since the needs of Environmental Services vary from year to year.

Services required may include some or all, but are not limited to:

- a) Project Competitive Bid Document Assistance (must comply with the Regional District Procurement of Goods and Services Policy RD-03-09 and any other Regional District Policy that applies to the project):
 - i. Assist Regional District Staff with determining project Scope of Work and Specifications
 - ii. Assist Regional District staff with bid scoring matrix design appropriate to project.
 - iii. Assist Regional District staff with addendum questions and inquiries as applicable (Regional District staff prepare and release addendums)
 - iv. Assist Regional District staff with bid evaluation for projects as required
 - v. Assist Regional District staff with drafting project Contract or Canadian Construction Documents Committee (CCDC) documents as appropriate
- b) Annual Reports for three landfills
 - i. Annual Review of three reports for submission to the Ministry of Environment and Climate Change Strategy
 - ii. Recommend amendments to the three reports
 - iii. Seal Annual Reports for 3 Regional Landfills
 - iv. Ensure report compliance with existing Operational Certificates and Design, Operations and Closure Plans
- c) Closed Landfill Inspection and seal
 - i. Annual Review of report for submission to the Ministry of Environment and Climate Change Strategy
 - ii. Recommend amendments to the reports
 - iii. Seal annual inspection reports for 13 closed rural landfills
 - iv. Ensure required works have carried out as per approved 2021 Generic Closure Plan for 13 closed rural sites
- d) Site Life and Volume Assessments
 - i. Twice yearly to calculate the remaining airspace in month and years for 3 regional landfills
 - ii. Calculate the apparent waste density in tonnes per cubic meter for 3 regional landfills
- e) Complete Federal Greenhouse Gas Emissions Assessment Reporting
 - i. Calculate emissions from the Foothills Boulevard Regional landfill
 - ii. Submit findings to the Federal Government on the Regional District's behalf
- f) Complete required updates and/or amendments to existing DOCPs and OCs.
- g) Provide, as requested, interim fill plan updates.
- h) Other work as required.

In all cases, the engineering firm is to provide status reports in hard copy and in agreed upon electronic file format, with frequency to be determined by the Regional District.

All reports remain the intellectual property of the Regional District of Fraser-Fort George.

The Regional District makes no guarantee of the value or volume of work to be assigned to the successful Tenderer. The agreement to be negotiated with the selected Tenderer will not be an exclusive contract for the provision of the described services. The Regional District may contract with others for goods and services the same as or similar to the services described herein or may obtain such services internally.

APPENDIX A - ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

Email Address

We presently intend to _____ provide/_____ not provide a Tender as requested.

Return immediately to:

Janet Todoruk
Environmental Services Administrative Coordinator
jtodoruk@rdffg.bc.ca
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Phone: 250-960-4400

APPENDIX B – BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- | | | |
|--------------------------|--|-------|
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed? | _____ |
| <input type="checkbox"/> | Is the Letter of Introduction completed? | _____ |
| <input type="checkbox"/> | Are the following pages included? | |
| | • Letter of Introduction completed | _____ |
| | • Schedule of Prices – Tendered Price | _____ |
| | • List of Contractor's Personnel | _____ |
| | • List of Subcontractors | _____ |
| | • Tenderer's Experience in Similar Work | _____ |
| | • Goods and Services Tax Information | _____ |
| | • Conflict of Interest Disclosure Statement | _____ |
| | • Addendum(s) if applicable | _____ |
| <input type="checkbox"/> | Are the documents complete? | _____ |
| <input type="checkbox"/> | Are the documents enclosed in a sealed envelope if sent by mail? | _____ |

Note: Your Tender may be disqualified if ANY of the applicable foregoing points have not been complied with.

If submitting by hard copy:

Tenderers should ensure that the Tender is returned in a sealed envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC
V2L 1P8
- Invitation to Tender ES-24-12
As and When Engineering Services – Solid Waste
- Responding Organization's name and address.

If submitting by email:

Tenderers should ensure that the files should not collectively exceed 35MB. Tenders must be submitted to purchasing@rdffg.bc.ca. DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

Subject of the file to be:

ES-24-12 As and When Engineering Services – Solid Waste – (Insert Responding Tenderer's Name).

APPENDIX C – TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Contract Agreement, General Conditions of Contract and subsequent written Addendum(s) (if any), for purposes of having satisfied myself/ourselves as to the sufficiency of the ITT, the undersigned agrees to furnish all labour, transportation, materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for 60 days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the awarded Contract only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the Subcontractor(s) employed will be as listed on the List of Subcontractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within 14 days of the date of the acceptance notice I/we will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

I/We agree that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

I/We agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that the Regional District may, however, in its sole discretion, reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in the ITT, whether or not such non-compliance is material.

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- 1) any actual or alleged unfairness on the part of the Regional District at any stage of the tender process, including without limitation any alleged unfairness in the evaluation of a tender or award of a contract;
- 2) a decision by the Regional District not to award a contract to that tenderer; or

- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

I/We hereby acknowledge receipt and inclusion of the following Addendum(a) to the ITT Documents:

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Signed and Delivered by:

Signature of Authorized Signatory

Name of Tenderer

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

Signed in the presence of:

Signature

Address

Name of Witness (Please print)

City, Province, Postal Code

APPENDIX D - SCHEDULE OF PRICES

Position	Classification	Hourly Rate	Overtime* Rate
Management and Administration		\$	\$
Senior Project Engineer		\$	\$
Project Engineer			
Junior Project Engineer		\$	\$
Project Scientist - Biologist			
Project Scientist - Geologist		\$	\$
Project Scientist - Hydrologist			
Project Technologist/Technician		\$	\$
Drafting/AutoCAD			
Materials Testing		\$	\$
Surveyor (Registered in BC)			
Surveyors Assistant		\$	\$
MISC OFFICE & COMMUNICATION EXPENSES			\$
Please either use this form or submit your own Schedule of Prices to include but not limited to the above.			

APPENDIX E - LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications

Name of Supervisor	Supervisor's Experience / Qualifications

APPENDIX G - TENDERER'S EXPERIENCE IN SIMILAR WORK

The Contractor is to demonstrate that they have a minimum of five years of current customer service experience as well as staff supervision experience. List professional and recent experience.

Year	Work Performed	Reference Contact (name and phone number)	Value

APPENDIX H - CONFLICT OF INTEREST STATEMENT

**ES-24-12
AS AND WHEN ENGINEERING SERVICES
SOLID WASTE**

Tenderer Name: _____

The Tenderer, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Tenderer 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 Tenderer 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

Authorized Representative of

Signature of Person Making Disclosure

Date Signed

APPENDIX I - GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____
Address _____
City _____ Province _____
Postal Code _____ Phone 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 s. 148 of the legislation
- Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

APPENDIX J – 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:

ENGINEERING FIRM
a company duly incorporated under the laws of British Columbia and having a place of business at:
address
address, pc

(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 provide engineering services to the Regional District on "as-and-when-required" terms, based on the ES-24-12 As and When Engineering Services - Solid Waste Contract.
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 invitation and instructions to tenderers, tender form, list of Subcontractors, tenderer's experience in similar work, Schedule of prices, all appendices, amendments and Addendum(s), as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure 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 this 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 Clause 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this 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



Financial Services at the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The contractor at _____
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

Signature

Date

(Name and Title) (Please print)