



REQUEST FOR QUOTATIONS

**2020 DUST CONTROL SUPPRESSANT
AND WINTER SAND MIXING**

Request for Quotation (RFQ) No: RFQ2020-01PW

Issued: January 7, 2020

Submission Deadline: January 21, 2020 at 10:00:00 am local time

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PART 1 – INTRODUCTION

1.1 Invitation

This Request for Quotations (the “RFQ”) issued by Beaver County (the “County”) is an invitation to submit non-binding offers for the provision of Dust Control and Winter Sand Mixing as further described in Part 4 – RFQ Particulars, for the Rates established in Appendix B. The Respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing.

For the purposes of this procurement process, the “County Contact” shall be:

County Contact: Dan Blackie, Superintendent of Transportation
Email: dblackie@beaver.ab.ca

1.2 RFQ Timetable

Issue Date of RFQ	January 7, 2020
Submission Deadline	January 21, 2020 at 10:00:00 am local time

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Beaver County makes no guarantee of the value or volume of work to be assigned to the successful respondent. The Agreement with the selected Respondent will not be an exclusive contract for the provision of the described Deliverables. Beaver County may contract with others for the same or similar Deliverables to those described in the RFQ or may obtain the same or similar Deliverables internally.

1.4 Submission Instructions

All submissions whether delivered in person, sent by mail, courier or email should be directed to:

Beaver County
Box 140
5120-50 st
Ryley, AB
T0B 4A0
RFQ No. RFQ2020-01PW – Supply of Dust Control and Winter Sand Mixing

Attention: Dan Blackie, Superintendent of Transportation

dblackie@beaver.ab.ca

Submissions are to be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent, and with the Submission Deadline.

1.5 Respondents to Review RFQ

Respondents shall promptly examine all of the documents comprising this RFQ and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail to the Beaver County Contact. Beaver County is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the Respondent to seek clarification from the Beaver County Contact on any

matter it considers to be unclear. Beaver County shall not be responsible for any misunderstanding on the part of the Respondent concerning this RFQ or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of Beaver County, other than the Beaver County Contact, concerning matters regarding this RFQ. Only information received by the Beaver County Contact will be considered in the RFQ process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

1.6 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by an addendum in accordance with this section. If Beaver County, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Respondents by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by Beaver County.

1.7 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.8 Withdrawing Submissions

At any time throughout the RFQ process, a respondent may withdraw a submission. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed by an authorized representative. The County is under no obligation to return withdrawn submissions.

1.9 Litigation

Pursuant to Beaver County **Policy ADM-007 – Purchasing Policy**, suppliers who have initiated legal proceedings against Beaver County are ineligible to submit a proposal in response to this RFQ. For further information, please contact the Beaver County Contact.

1.10 Security

If a contract is awarded a certified cheque or an irrevocable letter of credit in favour of Beaver County in the amount of Ten Thousand Dollars (\$10,000.00) shall be required as security for the contract.

[End of Part 1]

PART 2 – EVALUATION OF QUOTATIONS

2.1 Evaluation

Each RFQ will be evaluated on the basis of the criteria listed below and Beaver County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a RFQ, the Respondent acknowledges and agrees that Beaver County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

By submitting its RFQ, each Respondent acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of Beaver County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

1. Price	20 points
2. Safety Record/C.O.R.	20 points
3. Prior relevant experience	20 points
4. Reference Checks	20 points
5. Equipment Specification and Age	<u>20 points</u>
Total Points	100 points

Subject to the Terms of Reference and Governing Law, the top-ranked respondent(s) as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFQ.

2.2 Mandatory Requirements

Each quotation must include:

- Appendix B – Quotation Form completed and signed by an authorized representative of the respondent
- Appendix C – Supplier Questionnaire Form completed by the respondent with attached Insurance Certificate and WCB Clearance Letter

[End of Part 2]

PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFQ, and to be eligible for consideration, each Respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFQ Terms of Reference and Governing Law as contained hereunder:

- (a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) the Respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the Respondent and Beaver County until Beaver County accepts the Respondent's offer in writing;
- (e) when evaluating quotations, Beaver County may request further information from the Respondents or third parties in order to verify, clarify or supplement the information provided in the Respondent's submission, and Beaver County may revisit and re-evaluate the Respondent's submission or ranking on the basis of any such information;
- (f) Beaver County may consider the Respondent's past performance on previous contracts or any other relevant information taken into account by Beaver County when determining the acceptability of a Respondent;
- (g) Beaver County may disqualify a Respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by Beaver County. "Conflict of Interest" shall have the meaning ascribed to it in the Quotation Form (Appendix B);
- (h) the Respondent consents to Beaver County's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- (i) Beaver County will not return the submission or any accompanying documentation submitted by a respondent;
- (j) Beaver County may elect not to consider a Respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (k) Beaver County may prohibit a Respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or

other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by Beaver County, that constitutes a Conflict of Interest; and

- (l) Beaver County may cancel this RFQ process at any time.

The parties also acknowledge that these terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

PART 4 – RFQ PARTICULARS

4.1 Deliverables

Beaver County is seeking submissions from suppliers who can provide Dust Control and Winter Sand Mixing as follows:

- 4.1.1** The supply and application of up to five hundred thousand (500,000) liters of 32% strength (by volume) Calcium Chloride in 2020;
- 4.1.2** Supply the labour and equipment necessary to mix and stockpile approximately 600 tonnes of winter sand material on site at the Ryley Shop Yard at a rate of 18% (sand will be provided by Beaver County).

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix A – Terms and Conditions.

4.2 Dedicated Account Representative

The Supplier shall assign a dedicated account representative who is the single point of contact, and can respond to inquiries as required. The Supplier will also provide notification of changes to the assigned representative, if required.

4.3 Corporate Profile, Demonstrated Experience and Qualifications

This criterion will be evaluated as follows:

- (a) Corporate suitability and suitability of any parties in a joint venture and any subcontractors.
- (b) Number of years the respondent has been providing similar goods and services relevant to the Deliverables.
- (c) References in accordance with instructions set out in Appendix C – Supplier Questionnaire Form

[End of Part 4]

APPENDIX A – TERMS AND CONDITIONS

1. Scope

Beaver County is seeking submissions from suppliers who can provide Dust Control and Winter Sand Mixing as follows:

- 1.1 The supply and application of up to five hundred thousand (500,000) liters of 32% strength (by volume) Calcium Chloride in 2020;
- 1.2 Supply the labour and equipment necessary to mix and stockpile approximately 600 tonnes of winter sand material on site at the Ryley Shop Yard at a rate of 18% (sand will be provided by Beaver County).

2. Time

- 2.1 First Dust Suppressant Application May - June - weather dependent
- 2.2 Second Dust Suppressant Application – August - weather dependent
- 2.3 Winter Sand Mixing – September/October

3. Assignment

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no goods and services to be provided by the Supplier hereunder shall be subcontracted to or provided on behalf of the Supplier by any third party, except upon prior written permission by the County. The County shall have the sole right to assign the contract.

4. Compliance with Laws

The Respondent shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

5. Financial

The County reserves the right to investigate Supplier's financial position.

6. Supplier Performance / Default

Suppliers aware of potential or pending supply difficulties must notify the County immediately of such difficulties before lack of supply of contracted products endangers the County's ability to supply products to user areas.

In the event of non-performance, the County reserves the right to acquire the items from alternative sources, and the Supplier shall be responsible for any costs beyond what has already been paid to the Supplier, required to complete the Work satisfactorily and will pay the amount thereof to the County on demand.

If the Supplier defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with any resulting contract as it affects the Supplier's obligations, the County will advise the Respondent in writing. If the default or deficiencies in performance are not resolved to the County's satisfaction within ten (10) days the County may, at its sole discretion, terminate any remaining portion of the contract with the Supplier upon five (5) days written notice delivered to the Supplier, free of any claim of the Supplier of every nature and kind.

7. Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo,

government action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.

In the Event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the Force Majeure event last for longer than thirty (30) days, the County may terminate the Agreement by notice to the Supplier without further liability, expense or cost of any kind.

8. Goods and Services Tax

The County is subject to the Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

9. Worker's Compensation Board Statement

The Supplier shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta, amendments thereto, or any successor legislation; and shall upon notice by the County, provide evidence satisfactory to the County of said compliance with the Act within two (2) business days of request by the County.

10. Certificate of Recognition ("C.O.R.") Safety Program Requirement

10.1 Unless otherwise stated, RFQ will only be considered when the Supplier, prior to RFQ Closing, has either full certification in the Alberta Labour approved Certificate of Recognition ("C.O.R.") Program appropriate to their industry or a temporary letter of certification issued by the Alberta Construction Safety Association or other appropriate industry association.

10.2 Certification shall be evident by inclusion of the Supplier's name on the Alberta Construction Safety Association ("A.C.S.A.") C.O.R. certification list current at the RFQ Closing, or submission of a copy of the Alberta Labour Certificate of Recognition or a temporary letter of certification with the RFQ.

10.3 Beaver County will assume no liability for the non-inclusion of any Supplier on the A.C.S.A. C.O.R. certification lists for any reason whatsoever.

10.4 Beaver County reserves the right to terminate the Agreement during the course of which the Contractor is decertified from the C.O.R. program or has their temporary letter of certification expire.

10.5 Beaver County will reject any RFQ which fails to comply with the provisions set out in Article 10.

11. Indemnification

The Supplier shall indemnify and hold the County harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the County with respect to this Agreement.

The Supplier shall indemnify and save harmless the County, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Supplier, its subcontractors, agents or employees and whether occasioned by negligence. The County shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Supplier, or by any employee, agent or servant of the Supplier in the performance of this Agreement. Such indemnification shall survive this Contract.

12. Insurance

The RFQ shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Agreement, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Supplier's Insurance Broker certifying that the required insurance will be issued to the Supplier if the Respondent is the Successful Supplier.

Required coverage as follows:

- 12.1 standard automobile insurance policy providing third party liability coverage for bodily injury and property damage insurance for limits of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 12.2 a commercial general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - a. non-owned automobiles;
 - b. independent subcontractors;
 - c. contractual liability including this Agreement;
 - d. broad form property damage endorsement; and
 - e. products and completed operations coverage.

13. Jurisdiction

The parties agree that the laws of the Alberta shall govern the Contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

14. Independent Contractor

The Supplier is an independent contractor in the performance of this Contract. No employer/employee relationship will be created between the County and the Supplier, or between the County and the Supplier's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in the Contract, will apply to the Supplier.

15. No Additional Payment

No increase in the price of the goods or services or any additional payment will be authorized by the County or made to the Supplier as a result of any change to the Contract unless such increase or additional payment has been authorized in advance and in writing by the County's authorized representative.

16. Termination

The Contract may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- a) should the Supplier be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Supplier may have, terminate the Agreement by giving the Supplier or their receiver or their trustee in bankruptcy, written notice;
- b) at any time upon notice for a major breach of the terms of this Agreement by the Supplier;
- c) at any time following the failure of the Supplier to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;

- d) upon ten (10) days written notice to the Supplier from the County during the term of this Agreement, whereupon the County shall pay to the Supplier any fees and expenses due to the effective date of cancellation but not thereafter;

The County's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Contract.

17. Occupational Health and Safety (OH&S)

The Supplier shall adhere to all applicable OH&S and site safety standards. The Supplier shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of the Supplier's Personnel and that all of the Supplier's Personnel are aware of comply with the OH&S Legislation, County Safety Policies and industry standards.

18. Environmental Protection

The Supplier's activities shall be conducted in compliance with all standards and all applicable statutes, regulations, bylaws, rules, declarations, directives and orders concerned with environmental assessment and protection as they may be amended, revised, consolidated or substituted from time to time.

19. Entire Agreement

This Contract constitutes the entire agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

APPENDIX B – QUOTATION FORM

1. Respondent Information

Please fill out the following form, and name one person to be the contact for this RFQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Company:	
Any Other Relevant Name under Which the Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFQ Contact Person and Title:	
RFQ Contact Phone:	
RFQ Contact Facsimile:	
RFQ Contact E-mail:	

2. Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ, and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Parkland County accepts the respondent's offer in writing.

3. Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Non-binding Price Estimates

Respondents should provide pricing for the Deliverables in Appendix B. Beaver County reserves the right to split the award of the equipment in any manner the County deems necessary.

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work. The respondent acknowledges that the pricing is provided in Canadian dollars and includes all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Beaver County, all costs of installation and set-up,

including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

5. Addenda

The respondent is deemed to have read and accepted all addenda issued by Beaver County. The onus remains on respondents to make any necessary amendments to their quotations based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:_____.

Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

Prior to completing this portion of the Quotation Form, respondents should refer to the following definition of Conflict of Interest:

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where

- (a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest, and

must explain why the respondent believes that the Conflict of Interest should not result in disqualification from the RFQ process:

7. Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Beaver County. The confidentiality of such information will be maintained by Beaver County, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis, to Beaver County’s advisers retained for the purpose of evaluating or participating in the evaluation of their quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to Beaver County Contact.

8. Bid Amount

WORK	BID AMOUNT (NUMERICAL) Canadian Funds GST excluded	BID AMOUNT (WRITTEN IN WORDS) Canadian Funds GST excluded
Supply and Application of 32% strength Calcium Chloride as to Part 4 – 4.1.1		
Supply Labour and Equipment to mix winter sand on site as per Part 4 – 4.1.2		

9. Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

Name & Title: _____ (Apply SEAL above)
(Please Print or Type)

Signature: _____

Witness: _____

Dated at _____ this _____ day of _____, 20__

APPENDIX C – SUPPLIER QUESTIONNAIRE FORM

1. Business/Company Information

Provide the following information:

Name:	
Address:	
Phone Number:	
Fax Number:	
Website Address:	

2. Goods and Services Tax (GST) Registration Number

Provide company's GST registration number

GST Registration Number _____

3. Years of Experience

State the number of years' experience providing similar goods and services

Years of Experience _____

4. Insurance Coverage

The respondent is required to carry insurance policies in accordance with the minimum requirements and limits set out in Appendix A – Terms and Conditions. Proof of insurance should be provided to Beaver County with the respondent's submission.

Proof of insurance is attached.

5. Worker's Compensation Board (WCB)

The respondent is required to provide proof of compliance with all the requirements of the Worker's Compensation Act of Alberta in accordance with Appendix A – Terms and Conditions. A WCB clearance letter should be provided with the respondent's submission as evidence of such compliance.

Current WCB Clearance Letter is attached.

6. Designated Account Representative

Provide the name and contact details for the Designated Account Representative

Name:	
Location:	
Phone Number:	
Fax Number:	
Email Address:	

7. Relevant Experience and References

Each respondent is requested to provide three (3) relevant project references from clients who have obtained similar goods to those requested in the RFQ from the respondent in the last five (5) years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Provided:	
Type of Work Provided:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Provided:	
Type of Work Provided:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Provided:	
Type of Work Provided:	