



## REQUEST FOR QUOTATION 19 378

### Water Sampling Services

- Issue date:** February 5, 2019
- Closing date and time:** Responses need to be in before **3:00 pm** Pacific Time on February 20, 2019. The Sunshine Coast Regional District (Regional District) will commence evaluation of responses after that time and reserves the right at its sole discretion to accept or reject any responses received after that time.
- Submit bid to:** The Sunshine Coast Regional District , 1975 Field Road, Sechelt BC V0N 3A1, email address: [purchasing@scrd.ca](mailto:purchasing@scrd.ca)
- Contact for questions:** [purchasing@scrd.ca](mailto:purchasing@scrd.ca)  
Any questions should be submitted in writing. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion.
- Requirement:** This is an invitation to quote from qualified Contractors for water sample analysis for their Water/Wastewater Monitoring and Solid Waste Monitoring programs. The Contractor shall provide the following equipment and services, which must meet the approval of Utility Operations Superintendent and Manager, Solid Waste Services and their designate throughout the duration of the agreement:
- Term:** The term of the contract will be for a period of one (1) year, March 2019 to February 29, 2020, with the option to extend for an additional four (4), one (1) year periods upon mutual agreement.
- Results Format:** Lab analysis results to be provided in both Excel and PDF format.
- Account Manager:** A single consistent Account Manager Contact person shall be provided for SCRD Water/Wastewater Monitoring and Solid Waste Monitoring Programs.
- One-Time Sample Requests:** Ability to request one-time samples shall be provided to accommodate any additional monitoring requirements.
- How to respond:** Please respond by completing Appendix A and the following page2. Prices quoted are to be exclusive of PST and GST. Quotes are to be FOB destination including all delivery charges. Bids should be submitted on this form and may be sent in via BC Bid Submission, hard copy, or emailed. Terms and conditions are on page 3.
- Addenda:** Should a correction be necessary or should additional information become available during the Request for Quotation process, it may be distributed in the form of an addendum posted on BC Bid. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by the Regional District.
- Pricing:** Firm all-inclusive price to provide the goods or services as described below, including all taxes except PST and GST is:



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## Water Sampling Services

### ADDITIONAL INFORMATION

As a respondent to this quotation, we are requesting the following additional information:

1. Please indicate the location of the closest laboratory to the Regional District and the hours of operation?
2. Confirm that your company will provide all sampling containers at no cost. If not, provide the cost to supply containers?
3. Confirm courier charges will be included or indicate the courier charge-back for all sample pickup and deliveries?
4. Please indicate ability to put a rush on sample results shall be provided, and cost for rush service?

It is anticipated that an supply agreement will be sent to the successful bidder on March 1, 2019.	days
State your guaranteed delivery time from receipt of order.	

The undersigned agrees to be bound by the terms and conditions of this Request for Quotation and to supply the items listed at the prices quoted. If a Contract is issued by the Regional District to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Request for Quotation and the Contract which will constitute the full and complete agreement between the parties.

BIDDER INFORMATION		
Name & title of individual		
Legal name of company		
Company address		
Phone and fax numbers	ph	f
Email address		
Addenda acknowledged		
WCB No.		GST No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Request for Quotation Terms and Conditions

1. This Request for Quotation (RFQ) should not be interpreted as an agreement to purchase goods or services. The Sunshine Coast Regional District's (the "Regional District") intent is to select the bid(s) representing, in its sole discretion, best value to the Regional District. It will not be bound to accept the lowest or any bid and reserves the right in its sole and absolute discretion to reject, in whole or in part, any bid, or to cancel the RFQ in its entirety. The Regional District will not be obligated in any manner to any bidder submitting a quotation whatsoever until the bid has been accepted by the Regional District, in which case the Purchase Order Terms and Conditions, the terms of this RFQ and the terms of the quotation shall constitute the contract between the Regional District and the successful bidder.
2. It is the responsibility of the bidder to ensure that the quotation arrives prior to the date and time and at the place indicated. The Regional District reserves the right at its sole discretion to accept or reject any responses received after this time. From time to time the Regional District's spam filters block legitimate email. The Regional District cannot accept responsibility for delivery/receipt of email so please follow up if you do not receive a response.
3. Quotations shall be based on the specifications. Equivalent alternatives to products specified may be considered if full descriptive data on proposed alternatives is submitted with the Quotation. The Regional District reserves the right to determine, at its sole discretion, whether the alternatives are equal to products specified.
4. Quotations should be in Canadian funds.
5. Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the account payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.
6. The Regional District and its employees and agents shall not be held liable or accountable for any error or omission in any part of this RFQ or response to bidder questions. While the Regional District and/or its employees and agents have made efforts to ensure an accurate representation of information in this RFQ, the information contained in or provided with the RFQ, is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Regional District and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Bidders should not rely exclusively on any information provided in or with this RFQ and should independently verify all such information. Nothing in this RFQ is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this RFQ. Proponents will be solely responsible to ensure their quotation meets all requirements of the RFQ, to advise the Regional District immediately of any apparent discrepancies or errors in the RFQ, and to request clarification if in doubt concerning the meaning or intent of anything in the RFQ.
7. Any questions should be submitted in writing to the contact identified herein. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion. Information obtained from any other source is not official and should not be relied upon. Should a correction be necessary or should additional information become available during the RFQ process, it may be distributed in the form of an addendum posted on BC Bid. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by The Regional District.
8. If a bidder discovers that it has made an error in its quotation, the bidder may forward a correction notice to the Regional District, but it must be received prior to the closing date and time for the RFQ. Unless otherwise specified, quotations will be open for acceptance for 90 days after the closing date.
9. Quotations that contain qualifying conditions or otherwise fail to conform to the RFQ terms may be rejected. The Regional District retains the right to waive irregularities in the quotation if it deems such irregularities to be of a minor or technical nature. The Regional District retains the sole right to determine which quotation, if any, best meets its needs. The Regional District reserves the right to issue multiple Purchase Orders, i.e., to more than one bidder, should it deem this to be in the best interest of the Regional District.
10. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the RFQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
11. Notwithstanding the previous paragraphs, if it appears an error has been made in a quotation, the Regional District may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this RFQ.
12. The Regional District reserves the right to award this order in part or in full, on the basis of quotations received.
13. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.
14. Bidders should use the unit of measure shown in the RFQ. Where conversions are required, these should be done by the bidder prior to submitting quotation.
15. Bidders should refer to the RFQ number in all correspondence.
16. Bidders must comply with applicable laws. This RFQ will be governed exclusively by and construed and enforced in accordance with the laws of the Province of British Columbia. The courts of the Province of British Columbia will have exclusive jurisdiction in the event of any dispute concerning this RFQ or any matters arising out of this RFQ.
17. Whenever the Contract calls for any service to be performed, the Vendor shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District listed as "Additional Insured" the minimum limits of not less than those stated below:
  - (a) Commercial General Liability – not less than \$2,000,000 per occurrence
  - (b) Error & Omissions Insurance – not less than \$500,000 per occurrence

A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Vendor must comply with all applicable laws and bylaws within the jurisdiction of the work. The Vendor must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

18. Bidders' expenses:

- (a) It is a fundamental condition of this RFQ and the receipt and consideration of quotations by the Regional District that the Regional District, and its respective employees, consultants and agents, will not and shall not under any circumstances including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any bidder as a result of or related to any one or more of: the RFQ; the preparation, negotiation, acceptance or rejection of any conforming or non-conforming quotation; the rejection of any bidder; or the cancellation, suspension or termination of the RFQ process. By

submitting a quotation each bidder shall be conclusively deemed to waive and release the Regional District and its employees, contractors, consultant and agents, from and against any and all such Claims.

- (b) By submitting a quotation the bidder agrees that it shall not claim damages for any matter arising out of this RFQ process or in preparing and submitting a quotation. The bidder further agrees to and hereby waives any claim for damages for loss of profit if the bidder is not selected by the Regional District.
  - (c) In consideration of the Regional District considering a bidder's quotation, the bidder waives any right it may have to question or challenge the evaluation of its quotation or any other quotation and releases the Regional District from any Claims arising from the evaluation process or the failure of the Regional District to select that bidder's quotation.
19. All documents submitted in response to this RFQ shall become the property of the Regional District and as such will be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

## SAMPLE GENEAL Contract Terms and Conditions

### DEFINITIONS

In this Agreement, unless the context otherwise requires:

**“Business Day”** means a day, other than a Saturday or Sunday, on which Regional District offices are open for normal business in British Columbia;

**“Incorporated Material”** means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

**“Material”** means the Produced Material and the Received Material;

**“Produced Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

**“Received Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Regional District or any other person;

**“Services”** means the services described in Part 2 of Schedule A;

**“Term”** means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the “Services”) in accordance with this agreement you must provide the Services during the terms described in Schedule A regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Service.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may, from time to time, give you reasonable Instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions, but, unless otherwise specified in this agreement, you may determine the manner in which the instruction, are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to any Agreement that is developed from this Statement of Work are resolved, the Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by the Regional District hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
8. If we are investigated, you must support us at reasonable times to review and copy material that has been produced or received by you or any subcontractor as a

result of this agreement (collectively the “Material”) including, without limitation, accounting records findings, software, data, specifications, drawings, reports and documents whether complete or not.

9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You must maintain and pay for Insurance and WorkSafeBC coverage required in the terms, including form, the amounts and deductibles in SCHEDULE D, if any, as modified from time to time in accordance with our direction.
13. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay far under this agreement.
14. You must comply with applicable laws.
15. The Contractor must indemnify and save harmless the Regional District and the Regional District's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Regional District or any of the Regional District's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Regional District and the Regional District's employees and agents.
16. You must comply as required in the wording of SCHEDULE D.
17. You must not assign any of your rights or obligations under this agreement without our prior written consent.
18. You must not subcontract any of your obligations under this agreement other than to persons listed in SCHEDULE C, without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement in performing the subcontracted obligations.
19. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
20. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
21. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

## PAYMENT

22. If you comply with this agreement, we must pay you:
- (a) The fees described in SCHEDULE B; and
  - (b) The expenses, if any, described in SCHEDULE B, if they are supported, where applicable, by proper receipts and, in our opinion are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the 'Maximum Amount specified in SCHEDULE B on account of fees and expenses.

23. In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in SCHEDULE B.
24. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
25. Our obligations to pay money to you is subject to on appropriation being available by the Regional District in the fiscal year at the Regional District during which payment becomes due.
26. Unless otherwise specified in this agreement, all references to money are in Canadian dollars.
27. We certify to you that the Services purchased under this agreement use and are being purchased by us with Organization funds and are therefore subject to the Goods and Services Tax, unless specifically exempted by regulation.
28. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in SCHEDULE B and then remit that tax to the Receiver General of Canada on your behalf.

## AUDIT

29. The Regional District will have the right upon reasonable prior written notice to audit and inspect:
- (a) Any site, facility, vehicle or equipment relating to the performance of the Services,
  - (b) All data, records, documentation and other information of Contractor relating to the Services.
30. Without limiting any other audit right, during the term the Regional District may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
31. Contractor will co-operate with and provide to the Regional District reasonable assistance in order to exercise the rights set out in this Section.

## TERMINATION

32. We may terminate this agreement:
- (a) For your failure to comply with a this agreement, immediately on giving written notice of termination to you and;
  - (b) For any other reason, on giving at least 15 days written notice of termination to you.

Further to paragraph (a), should the Contractor fail to comply with the terms and conditions of this Agreement or fail to satisfactorily perform the services contemplated by this Agreement, the Regional District may issue a notice of default to the Contractor who will have five days to comply or correct or make right any default or unsatisfactory performance, or, where such correction will reasonably take longer than five days, provide the Regional District with a schedule of

corrective measures. If we terminate this agreement under paragraph (b), we must pay that portion of the fees and expenses described in SCHEDULE B which equals the portion of the Services that was completed to our satisfaction before termination, that payment discharges us from all liability to you under this agreement.

33. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

## GENERAL

34. You are an independent Contractor and not our employee, agent or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this agreement.
39. Any notice contemplated by this agreement, to be effective, must be in writing and either;
- (a) Delivered by hand to the addressee's address specified in this agreement, or
  - (b) Mailed by prepaid registered mail to the addressee's address specified in this agreement.

Any notice mailed in accordance with paragraph (b) is deemed to be received 24 hours after mailing. Either of the parties may give notice to the other of a substitute address from time to time.

40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. This agreement, and any modification of it, constitutes the entire agreement between the parties as to the performance of the Services.
42. All disputes arising out of, or in connection with, this agreement, or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia Domestic Commercial Arbitration Center under its rules.
43. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 4.2 other than those costs relating to the production of expert evidence or representation by counsel.
44. No change to the services provided under this Agreement may be made without a prior written Change Order approved by both the Contractor and the Regional District. The Regional District shall have no obligation to pay for any changes to the services without an approved Change Order. The Regional District will be issued an amendment for all Change Orders which will form part of this Agreement.
45. For Change Orders, the Contractor will provide an initial response within fifteen Business Days of receipt of a Change Order indicating if able to comply with the Change Order. If Contractor is unable to comply with the Change Order, the parties will meet to discuss, in good faith, why Contractor is unable to comply with the Change Order.

46. Where Contractor is able to comply with the Change Order, Contractor will provide a further, more detailed response (a "Change Response") within ten calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Order.
47. Section 6 to 11, 13, 14, 24, 25, 28 to 30 and 39 continue in force indefinitely even after this agreement ends.
48. The SCHEDULES to this agreement are part of this agreement.
49. If there is a conflict between a provision in a schedule to this agreement, and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this agreement.
50. In this agreement, "we", "us", and "our" refer to our Organization alone and never refer to the combination of the Contractor and the organization; that combination is referred to as "the parties".
51. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Organization or any of its agencies in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the Organization or its agencies of any statutory power or duty.
52. This agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or email copy) and delivering it to the other party.