

INVITATION TO QUOTE

The Regional District of Fraser-Fort George invites written quotations for the following:

Snow Clearing and Sanding Services Mackenzie Regional Transfer Station, Mackenzie, BC ES-22-13

Closing Date: November 15, 2022, at 2:00 p.m.

PART 1: GENERAL

1.0 Introduction

The Regional District of Fraser-Fort George invites written quotations from qualified contractors to provide Snow Clearing and Sanding Services at Mackenzie Regional Transfer Station, Mackenzie, BC. The Contractor will provide personnel, supervision, labour, and heavy equipment to complete the Snow Clearing services specified in the Scope of Work contained herein.

Two (2) complete copies of your Quote must be submitted in a sealed package marked "ITQ ES-22-13 Snow Clearing/Sanding Services Mackenzie Regional Transfer Station, Mackenzie, BC"

Quotations will be received until 2:00 p.m. local time, Tuesday, November 15, 2022, at the Regional District office, 155 George Street, Prince George, BC V2L 1P8. Qualified contractors must complete and submit the **Schedule of Prices, Conflict of Interest Disclosure Statement, Goods and Services Tax Information** and **List of Equipment**. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

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

A mandatory site meeting will be held at 11:00 a.m., Tuesday, November 8, 2022, at the Mackenzie Regional Transfer Station, Mackenzie, BC for all qualified contractors wanting to submit a quote for consideration. Quotes from contractors who did not attend and remain for the duration of the mandatory site meeting will not be considered.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding an additional site meeting or providing individuals access to the Site.

Invitation to Quote documents may be obtained:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) On the BCBid® website at www.bcbid.gov.bc.ca; or
- c) In hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday through Friday excluding statutory holidays.

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



2.0 Award of Contract

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

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

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

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

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

3.0 Regional District's Right to Reject Quotation

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

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

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

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

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

The Regional District reserves the right to reject a quote based on potential or perceived conflict of interest on the part of the bidder. Without limitation, the Regional District reserves the discretion to reject any quote submitted by a bidder, where:

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

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



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

4.0 <u>Insurance</u>

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

- i. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanked Contractual, and Cross Liability.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

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

5.0 WorkSafeBC

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

6.0 Occupational Health and Safety Plan

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

7.0 Indemnity

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



claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing from the Contractor.

8.0 Provisions for Termination or Suspension of the Contract by the Regional District

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

9.0 Regional District's Right to Correct Deficiencies

The General Manager, or his or her delegate, will complete periodic inspections of works and give the Contractor a copy of inspections and/or any deficiencies in writing.

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

10.0 Duration of Contract

The duration of the Contract will be from 12:01 a.m., December 1, 2022, to midnight, November 30, 2023. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each period of renewal will be for a one-year period as per the Schedule of Prices at the tendered rates. The total contract duration will not exceed three (3) years.

11.0 Payment

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

The Regional District will inspect the work before making payment.

12.0 Payment Withheld or Deducted

The Regional District may withhold a minimum of 10% of the total payment due, or suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect itself from loss on account of one (1) or more of the following:

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) In the event of damage to the Regional District's facilities, the procedure will be as follows:
 - 1. The Regional District will notify the Contractor.
 - 2. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the manufacturer's specifications, and deduct the cost of the repair(s) from payment to the Contractor.



- d) Where there are affidavits (or an affidavit) of claim of lien, or liens (or a lien) filed, against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
- e) The Contractor will make good on any damage to the chain link fencing as a result of works carried out. Prior to starting works, the Regional District and the Contractor will do an examination of the fencing.
- f) Where equipment that is inoperable and where the Contractor fails to meet the Contract requirements for Supply of replacement equipment, the Owner may deduct the equivalent amount to the tendered Unit Rate on the Schedule of Prices during each scheduled day that the equipment is inoperable.
- g) Where the Regional District has corrected deficiencies under Article 10, <u>Regional District's Right to</u> Correct Deficiencies.
- h) The Regional District receives notification from WorkSafeBC that all required WorkSafeBC assessments have not been paid and are not in good standing for the period covering the Contract term.
- i) The work has not been completed to the satisfaction of the Regional District.

PART 2: SPECIFICATIONS

The Contractor will provide and operate heavy equipment. The Contractor will also provide the personnel, supervision, and labour to complete the Snow Clearing and Sanding Services and any other general service as specified in the Scope of Work contained herein. The work includes removing snow from road surfaces and other identified areas and the clearing of snow to dedicated snow partitioned areas.

Below are the current hours of operation of Mackenzie Regional Transfer Station:

Sunday to Thursday 9:00 am – 5:00 pm

Friday, Saturday CLOSED

Statutory Holiday Operating Hours: 10:00 am - 4:00 pm (Easter Monday, Victoria Day, Labour Day, Thanksgiving Day)

This facility is CLOSED on all other Holidays: New Years' Day, National Day of Truth and Reconciliation, Family Day, Good Friday, Remembrance Day, Canada Day, Christmas Day, BC Day, and Boxing Day.

Scope of Work

- 1. The Contractor will, at his expense, pay for and supply all equipment and tools, labor, and materials to complete the works as specified herein.
- 2. The Contractor will not interfere with the day-to-day operations of the facility while completing the work required.
- 3. The Contractor will be responsible for damage occurring to the above structures or any Regional District property as a result of snow clearing activities of the Contractor.
- 4. The Contractor will ensure that his work does not impede existing surface water drainage unless otherwise directed by the Regional District.



- 5. Only wheel loaders, graders, and sand trucks allowed. Tracked vehicles, pickups or skid steers will not be considered for the purpose of this Invitation to Quote.
- 6. The Contractor will not undertake storage, maintenance, or servicing of their equipment at the facility without the prior approval of the Regional District.
- 7. The Regional District accepts no responsibility for damage, vandalism, or theft of any of the contractor's equipment used or stored at the facility.
- 8. The Contractor will exercise good public relations while fulfilling their responsibilities under the Contract and will ensure that their employees do the same.
- 9. The Contractor will ensure that workers have sufficient knowledge, skill, and experience to properly and safely perform the work.
- 10. The period of work is from the date of issuance of a Purchase Order to midnight November 30, 2023.
- 11. The contractor will make good on any damages made from their equipment during the operation of the equipment on the Mackenzie Regional Transfer Station site and along Dump Road at Mackenzie, BC.

Snow Clearing

- Snow clearing will include the entrance to Dump Road from the highway, Dump Road, and the Mackenzie Regional Transfer Station site facility prior to the hours of operation of the facility noted above. Snow clearing on Statutory Holidays will only occur if a request from Regional District staff is received by the Contractor.
- 2. Snow clearing at the Mackenzie Regional Select Landfill active face site will only occur if a request from Regional District staff is received by the Contractor.
- 3. A minimum of 5 cm of accumulated snow before 6:00 a.m. is required prior to commencing snow clearing. All cleared snow will be moved to designated areas or hauled away at Contractor's expense.
- 4. Snow is to be removed from the roads to designated snow partitioned areas at the Contractor's expense. Storage will not be allowed along Dump Road at any time. The Mackenzie Regional Transfer Station site facility has dedicated snow partitioned areas.
- 5. Snow must not be cleared onto walkways, gardens, against buildings, equipment, fences, gates, hydrants, or blocking access to these areas.
- 6. The Contractor will be responsible for damage occurring to the above structures or any Regional District property as a result of snow clearing activities of the Contractor.
- 7. Only rubber-tired equipment will be considered for the purpose of this project. Tire chains are acceptable.

Sanding Services

- 1. There are two separate areas requiring sanding at the Mackenzie Regional Transfer Station, see Appendix A for clarification These areas are described as:
 - A) "Dump Road," from the highway to the main gate leading into the Mackenzie Transfer Station. (Designated as green on Appendix A); and



B) Transfer Station area and access roads (gravel) leading into and around the Transfer Station (designated as orange on Appendix A)

The Transfer Station Area includes:

- a) The main entrance road from the gate, down towards the scale, both sides for the scale, the scale approaches, all public use areas, down to the Tip Floor building, in front of the metal piles, the entire turn-a-round, entire area in front of Tip Floor building including roadway back up to main gate.
- b) Roadway that leads down behind scale and the Transfer Station building, up and around onto the upper road. (Designated as orange on Appendix A).
- 2. Priority sanding will be "Dump Road," the entire Transfer Station Area, and all-Weather (gravel) roads, unless otherwise directed by Regional District staff.
- At the request of Regional District staff, any one or combination of the three described areas may be sanded.
- 4. The Contractor will provide a phone number, which Regional District staff can contact or leave a message for request of sanding services during landfill operating hours.
- 5. The Contractor will respond to Regional District sanding request within 1 hour of call out. If responding to a message left by Regional District staff, the Contractor will contact the landfill to confirm receipt of the message and provide an estimated time of arrival at the site.
- 6. The Contractor will use sand mixture to industry standards 5/16 winter sand, washed.
- 7. The Contractor will not use any sand or gravel from anywhere on site.
- 8. The Contractor will not store or stockpile any sand or gravel on site.

Security

- 1. The Contractor will be issued a gate key to allow for afterhours access to the Mackenzie Regional Transfer Station facility. The key will be used by the Contractor only for the purposes of providing Snow Clearing/Sanding Services.
- The Contractor will ensure that the rear gate is closed and locked when finished providing Snow Clearing and Sanding Services during times outside the Mackenzie Regional Transfer Station's regular operating hours mentioned above.
- 3. Keys for Regional District vehicles will be provided to move vehicles for snow clearing. The keys will be returned to the Owner at the completion of the Contract period or when requested to do so by the Regional District.

Other

- The Contractor shall take all reasonable precautions necessary to protect the Regional District's
 property from damage during the performance of the Contract and shall make good on any damage
 to the Regional District's property caused by the Contractor, its subcontractor, employees, or
 agents during the performance of the Contract.
- 2. The Contractor will not undertake storage, maintenance, or servicing of his equipment at the facility without prior approval of the Regional District.



- 3. The Regional District accepts no responsibility for damage, vandalism, or theft of any of the Contractor's equipment.
- 4. The Contractor will exercise good public relations while fulfilling his responsibilities under the Contract and will ensure that his employees do the same.
- 5. The Contractor will ensure that workers have sufficient knowledge, skill, and experience to properly and safely perform the work.

Damages

The Contractor will make good on any damages as set out in Part 1: General, Section 15 – <u>Payment</u> Withheld or Deducted



Schedule of Prices

Sno	ow Clearing and/or Hauling Services		Price
1)	Snow Clearing or Hauling on Dump Road and the Mackenzie Regional Transfer Station Site	Price/service	
	Lump sum price per service to provide all wor services and assurances required under Invitation Quote ES-22-13 specific to snow clearing or haulir at Dump Road and Mackenzie Regional Transf Station site.	to ng GST/service	
2)	Snow Clearing or Hauling of Mackenzie Region Select Landfill Site	al Price/service	
	Lump sum price per service to provide all wor services and assurances required under Invitation Quote ES-22-13 specific to snow clearing or haulir at the Mackenzie Regional Select Landfill site.	to GST/service	
	•		
Sar	nding Services		Price
1)	Sanding Services of Dump Road and Mackenzie Regional Transfer Station Site	e Price/service	
	Lump sum price per service to provide all wor services and assurances required under Invitation Quote ES-22-13 specific to sanding services Dump Road and Mackenzie Regional Transf	at GS1/service	
Station site.		TOTAL/service	
2)	Sanding Services of Mackenzie Regional Select Landfill Site	Price/service	
	Lump sum price per service to provide all wor services and assurances required under Invitation Quote ES-22-13 specific to sanding services	to GS1/Service	
Mackenzie Regional Select Landfill site.		TOTAL/service	
Work	SafeBC Registration Number:		
Signature of Authorized Person Prin		Print Name	<u> </u>
Title		Date	
riue Date		Date	



Conflict of Interest Disclosure Statement

PROCUREMENT PROCESS

ES-22-13 Snow Clearing/Sanding Services Mackenzie Regional Transfer Station - Mackenzie, BC

Bidder Name:	
	cluding its officers, employees, and any person or other entity working on behalf of or in h, the Bidder on this Procurement Process:
	is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
	has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
	has an actual, perceived, or potential conflict of interest regarding this procurement process as a result of:
State reason(s) for Conflict of Interest:
By signing beloknowledge.	ow, I certify that all statements made on this form are true and correct to the best of my
Print Name of I	Person Signing Disclosure
Signature of Pe	erson Making Disclosure Date Signed



Goods and Services Tax Information

The following	ng must be completed:				
Supplier:					
	Name				
	Annual				
	ADDRESS				
	CITY	PROVINCE			
	POSTAL CODE	PHONE NUMBER			
	Fax Number				
A = 0	CCT Decistrant?	No			
Are you a C	GST Registrant? Yes	No			
If YES, plea	ase indicate your registration number:				
-,,					
If NO, pleas	se fill in the following (check appropriate box):				
	☐ Supplier qualifies as a small supplier under Section 148 of the legislation				
_					
	Other: Specify				

List of Equipment

The Contractor will list, model, make, year and size of equipment they propose to use to complete the Work herein.

Equipment Model / Make	Year	Size / Operating Weight



Appendix A

Site layout of Mackenzie Regional Transfer Station

