



**REGIONAL DISTRICT
of Fraser-Fort George**

**INVITATION TO QUOTE
ES-23-17**

**Snow Clearing Services
155 George Street, Prince George, BC**

Date Issued:	September 21, 2023
Closing Location:	Regional District Office 3 rd Floor, 155 George Street, Prince George, BC V2L 1P8
Closing Date and Time:	October 5, 2023 2:00 pm (Pacific Standard Time) No Public Opening
Mandatory Site Meeting:	Thursday, September 28, 2023 10:00 am at the 155 George Street, Prince George, BC
Inquiries:	Email Neil Pearson at npearson@rdffg.bc.ca
Note:	Late submissions will not be considered

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PART 1: GENERAL

1. Introduction

The Regional District of Fraser-Fort George invites written quotations from qualified contractors to provide Snow Clearing Services at 155 George Street, Prince George, 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.

Invitation to Quote documents may be obtained on or after Thursday, September 21, 2023:

- 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 format from the Regional District Service Centre, 155 George Street, Prince George, BC **by appointment only**, between 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays.

Two (2) complete copies of your Quote must be submitted in a sealed package marked "**ITQ ES-23-17 Snow Clearing Services – 155 George Street, Prince George, BC**", in which the submission will include pages 11 through 13, (**Schedule of Prices, Conflict of Interest Disclosure Statement, Goods & Services Tax Information and List of Equipment**).

Quotations will be received until 2:00 p.m. local time, Thursday, October 5, 2023 to the attention of Neil Pearson at the Regional District of Fraser-Fort George office, 155 George Street, Prince George, BC, V2L 1P8. Submissions received after the stated closing date and time will be disqualified and not be considered by the Regional District.

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

Quoted prices must remain in effect for thirty (30) days after the closing date and time.

All applicable taxes will be shown separately. The successful supplier will be required to itemize taxes on all invoices submitted to the Regional District.

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

A **mandatory** site meeting will be held at 10:00am, Thursday, September 28, 2023 at 155 George Street, Prince George, BC, for all qualified contractors wanting to submit a quote for consideration. Quotes from contractors who did not attend and/or remain for the duration of the mandatory site meeting will not be considered.

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

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

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

Neil Pearson
Phone: 250-960-4400 / Fax: 250-562-8676

Regional District of Fraser-Fort George
Email: npearson@rdffg.bc.ca

2. 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. Regional District's Right to Reject Quotation

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

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

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

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

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

The Regional District reserves the discretion to reject any quote submitted by a bidder, where:

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

When submitting a quote, the bidder is required to complete a Conflict of Interest Disclosure Statement (page 12).

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

4. Insurance

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

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

5. WorkSafeBC

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

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

6. Occupational Health and Safety Plan

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

7. Indemnity

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

8. Provisions for Termination or Suspension of the Contract by the Regional District

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

The Regional District shall compensate the Contractor for all Services performed hereunder through to the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination.

9. Regional District's Right to Correct Deficiencies

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

10. Duration of Contract

The duration of the Contract will be from 12:01 a.m., November 1, 2023 to midnight, October 31, 2024. 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. 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. Payment Withheld or Deducted

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

- a) That the Contractor is not performing the Work satisfactorily.
- b) Where any defective or faulty Work or damage to the Regional District's facilities and equipment has not been remedied.
- c) In the event of damage to the Regional District's facilities the procedure will be as follows:
 - 1. The Regional District will notify the Contractor.
 - 2. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the manufacturer's specifications, and deduct the cost of the repair(s) from payment to the Contractor.
- d) Where there are affidavits (or an affidavit) of claim of lien, or liens (or a lien) filed, against the site and premises of which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits (or an affidavit) of claim of lien or of filing or registration of liens (or a lien).
- e) The Contractor will make good on any damage to the chain link fencing as a result of works carried out. Prior to starting works, an examination of the fencing will be done by the Regional District and the Contractor.
- f) Where equipment that is inoperable and where the Contractor fails to meet the Contract requirements for Supply of replacement equipment, the Regional District may deduct the equivalent amount to the tendered Unit Rate on the Schedule of Prices during each scheduled day that the equipment is inoperable.
- g) Where the Regional District has corrected a deficiency under Article 9, Regional District's Right to 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.

13. Goods and Services Tax (GST)

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

14. Rights Of Waiver

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

15. Severability

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

16. 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.

17. 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 16 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 11 of this Agreement, as may be agreed by the Contractor, or as determined under Section 16 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 8 of this Agreement.

PART 2: SPECIFICATIONS

The Contractor will provide and operate heavy equipment. The Contractor will also provide the personnel, supervision, and labour to complete the Snow Clearing 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 removal of snow from the premises.

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 and sanding 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 rubber tired wheel loader equipment (no pickup trucks and no skid steer loaders) will be considered for the purpose of this project. The machine will be equipped with a bucket for snow removal offsite.
6. No track loaders will be allowed on any of the paved surfaces at the facility.
7. The Contractor will not undertake storage, maintenance or servicing of his equipment at the facility without the prior approval of the Regional District.
8. The Regional District accepts no responsibility for damage, vandalism, or theft of any of the contractor's equipment used or stored at the facility.
9. The Contractor will exercise good public relations while fulfilling their responsibilities under the Contract and will ensure that their employees do the same.
10. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the work.
11. The period of work is from the date of issuance of a Purchase Order to midnight October 31, 2024.
12. The contractor will make good on any damages made from their equipment during the operation of the equipment on the 155 George Street site.

Snow Removal

1. Snow clearing will include the front, rear and leased parking lots and **front and rear** sidewalks at the 155 George Street facility prior to 7:00 a.m. Monday to Friday. Snow removal on Saturday, Sunday, Statutory Holidays, or callouts from Regional District staff on weekdays will only occur if a request from Regional District staff is received by the Contractor. The Regional District is currently in the process of constructing a new parking lot at its 155 George St. location. As a result of this, tenderers are asked to include an extra cost for snow removal for this area when the parking lot becomes operational, which the Regional District will inform the successful tenderer at the appropriate time.
2. A minimum of 2" of accumulated snow before 6:00 a.m. is required prior to removal. All cleared snow will be moved and hauled away at Contractor's expense.
3. **Heavy equipment is not to be used on sidewalks. Snow must be removed by hand shovel.**
4. **Snow is to be removed from the site at the Contractor's expense. Storage will not be allowed on the site at any time.**
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.

Security

1. The Contractor will be issued a gate key and gate controller to allow for afterhours access to the 155 George Street facility. The key and gate controller will be used by the Contractor only for the purposes of providing snow clearing services. The key and gate controller will be returned to the Owner at the completion of the Contract period or when requested to do so by the Regional District.
2. The Contractor will ensure that the rear gate is closed and locked when finished providing snow clearing services during times outside the Regional District's regular operating hours of 8:00 a.m. to 5:00 p.m.
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

1. 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 12 – Payment Withheld or Deducted.

SCHEDULE OF PRICES

		Price
<p>1) Snow Clearing of Parking/Sidewalk Areas</p> <p>Lump sum price to provide all work, services and assurances required under Invitation to Quote ES-23-17 specific to snow clearing at 155 George Street.</p>	<p>Price/service</p> <p>Price for New Lot/service</p> <p>GST/service</p> <p>TOTAL/service</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>=====</p>
<p>2) Cost for callout snow removal between 4pm – 6pm if required, or under conditions laid out in the contract.</p>	<p>Callout Price/service</p>	<p>_____</p>



WorkSafeBC Registration Number: _____

Signature of Authorized Person

Print Name

Title

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-23-17 – Snow Clearing Services
155 George Street, Prince George, BC

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Signature of Person Making Disclosure

Date Signed

GOODS AND SERVICES TAX INFORMATION

The following must be completed:

Supplier:

NAME

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE NUMBER

FAX NUMBER

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under Section 148 of the legislation

Other: Specify _____

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME

TITLE

DATE

LIST OF EQUIPMENT

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

Equipment Model / Make	Year	Size / Operating Weight

CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the “Regional District”)

AND:

CONTRACTOR

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

(hereinafter called the “Contractor”)

OF THE FIRST PART

OF THE SECOND PART

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

1. The Contractor will:
 - (a) Provide all necessary materials, labour, supervision and equipment and perform all Work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled “**Snow Clearing Services – 155 George Street, Prince George, BC**” Invitation to Quote ES-23-17 from November 1, 2023 to October 31, 2024, and
 - (b) Commence to actively proceed with the Work of the Contract on November 1, 2023.
2. The Regional District will pay to the Contractor, as full compensation, for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices, List of Equipment, General Conditions of Contract, Contract Agreement, and other Securities, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in the Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 4, the Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to the Contract prior to the execution and delivery hereof.

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

The Contractor at _____
(Address)

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

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

Manager of Legislative Services

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Date

General Manager of Financial Services

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Date

**SIGNED ON BEHALF OF
CONTRACTOR**

Authorized Signature Signatory

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Date

(Name and Title) (Please print)

APPENDIX A – SITE LAYOUT MAP 2023

Orange:	Current lots
Yellow:	New Lot Area

