



**REGIONAL DISTRICT
of Fraser-Fort George**

Invitation to Quote - CS 03-10 Snow Clearing Services

**Canoe Valley Recreation Centre
98 Elm Street, Valemount, BC**

Closing Date: Thursday, September 23, 2010 (2:00 p.m.)



Prepared by:

**Regional District of Fraser-Fort George
Community Services**

155 George Street, Prince George, BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.bc.ca>

Table of Contents

PART 1: GENERAL	3
1.0 Introduction	3
2.0 Regional District's Right to Reject Quotes	4
3.0 Examination of Invitation to Quote Documents and Site	4
4.0 Bid Prices	5
5.0 Award of Quotation	5
6.0 Insurance	6
7.0 WorkSafeBC	6
8.0 Indemnity.....	6
9.0 Provisions for Termination or Suspension of Snow Removal Services.....	7
10.0 Regional District's Right to Correct Deficiencies	7
11.0 Duration of Work	7
12.0 Payment	7
13.0 Payment Withheld or Deducted	7
PART 2: SPECIFICATIONS	9
1.0 Scope of Work	9
2.0 Snow Removal.....	9
3.0 Damages	9
4.0 Security.....	10
Schedule of Prices	11
List of Equipment	12

PART 1: GENERAL

1.0 Introduction

- 1.1 The Regional District of Fraser-Fort George (the "Regional District") invites written quotations from qualified contractors to provide snow clearing services at the Canoe Valley Recreation Centre, 98 Elm Street, Valemount 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.
- 1.2 Quotations, **marked CS 03-10 Snow Clearing Services - Canoe Valley Recreation Centre**, will be received until 2:00 p.m. local time, Thursday, September 23, 2010, at the Regional District office, 155 George Street, Prince George, BC V2L 1P8. Qualified contractors must complete and submit the **Schedule of Prices** and **List of Equipment**. Quotations submitted by fax to **250-562-8676** will be accepted. It is the bidder's responsibility to confirm that a faxed quote has been received. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.
- 1.3 **A mandatory site meeting will be held at 9:00 a.m., Friday, September 17, 2010, at the Canoe Valley Recreation Centre, 98 Elm Street, Valemount, BC for all qualified contractors wanting to submit a quote for consideration. Quotes from contractors who did not attend the mandatory site meeting will not be considered.**
- 1.4 Invitation to Quote documents may be obtained on or after Wednesday, September 1, 2010:
 - In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca.
 - In hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. to 5:00 p.m., Monday through Friday excluding statutory holidays.
 - In hard copy from the Canoe Valley Recreation Centre, 98 Elm Street, Valemount, BC during arena operating hours.
- 1.5 Quoted prices must remain in effect for thirty (30) days after the closing date and time.
- 1.6 All applicable taxes will be shown separately. The successful contractor will be required to itemize taxes on all invoices submitted to the Regional District.
- 1.7 All inquiries relating to this Invitation to Quote must be directed to:

Lyle Lewis, Facilities Manager
Regional District of Fraser-Fort George
Phone 250-569-3360 Fax 250-569-3337
Email: llewis@rdffg.bc.ca

2.0 Regional District's Right to Reject Quotes

- 2.1 The lowest or any quote will not necessarily be accepted. The Regional District reserves the right to waive informalities in the quote, reject any or all quotes, or accept the quote deemed most favourable in the interests of the Regional District and at its sole discretion, without prejudice.
- 2.2 **The Regional District of Fraser-Fort George will not be responsible for any costs incurred by the bidder which may result from the preparation or submission of documents pertaining to this Invitation to Quote.** The accuracy and completeness of the quote is the bidder's responsibility. Should errors be discovered, they will be corrected by the bidder at their expense.
- 2.3 The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder, (or 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.
- 2.4 By submitting their quote, the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders, or owners of the 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.
- 2.5 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.

3.0 Examination of Invitation to Quote Documents and Site

- 3.1 The bidder will satisfy themselves as to the practicability of executing the work in accordance with the Invitation to Quote, and they will be held to have satisfied themselves in every particular before making up their quote by inquiry, measurement, calculation, and inspection of the site.
- 3.2 The bidder will examine the site and its surroundings, and before submitting their quote, will satisfy themselves as to the nature of the site, the quantity and nature of the work and equipment necessary for the completion of the work, and in general, will obtain all relevant information as to risks, contingencies, and other circumstances which may influence their quote.
- 3.3 The bidder will be deemed to have satisfied themselves as to the sufficiency of their quote for the work and the prices stated in the Schedule of Prices. These prices will cover all the bidder's obligations according to the terms and conditions stated in the Invitation to quote, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment, supervision, services, taxes, and assessments, together with the bidder's overhead and profit, except where otherwise provided elsewhere in the Invitation to Quote.

4.0 Bid Prices

- 4.1 Quote prices must remain open for acceptance for a period of thirty (30) days from the quotation opening September 23, 2010 unless otherwise stated by the Regional District.
- 4.2 Except as expressly and specifically permitted in this Invitation to Quote, no bidder shall have any claim for compensation of any kind whatsoever against the Regional District, its elected officials, officers, employees, agents or professional consultants as a result of the participation in the quotation process by that or any other bidder, including but not limited to:
 - a. a claim that the Regional District has awarded the work other than in accordance with the terms and conditions of this Invitation to Quote,
 - b. a claim that the Regional District has breached any term or condition of this Invitation to Quote including but not limited to a duty of fairness or any other implied term or condition that governed the quotation process,
 - c. a claim that the Regional District has awarded the work to a bidder whose quote does not comply with the requirements of this Invitation to Quote,
 - d. a claim that the Regional District has awarded the work to a person who was not eligible to participate in this quotation process, and

by submitting a quote each bidder shall be deemed to have irrevocably agreed that it has no such claim or claims.

5.0 Award of Quotation

- 5.1 The Regional District intends to award this quotation based on lowest cost and compliance with the Scope of Work and all specifications herein.
- 5.2 The successful contractor will provide documentation verifying insurance and WorkSafeBC coverage, as required in PART 1; GENERAL, Sections 6 and 7 of this document, upon notification that the Regional District has accepted their quote and prior to the commencement of the work.
- 5.3 The Regional District reserves the right to disqualify any quotation that fails to meet any requirement of this Invitation to Quote.
- 5.4 A purchase order issued to the successful contractor will indicate acceptance of their quote. No work will proceed without a purchase order issued by the Regional District.
- 5.5 The Regional District reserves the right to not award this Invitation to Quote, at its sole discretion.

6.0 Insurance

- 6.1 The contractor will provide and maintain, either by way of a separate policy, or by endorsement to an existing policy, commercial general liability insurance, acceptable to the Regional District and subject to the limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive, per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- 6.2 The commercial general liability insurance will include coverage for:
- blanket contractual liability,
 - cross liability,
 - liability with respect to non-owned licensed vehicles, and
 - personal injury liability.
- 6.3 The contractor will provide and maintain owned automobile liability coverage for not less than TWO MILLION DOLLARS (\$2,000,000) for any one accident liability insurance, bodily injury and property damage liability.
- 6.4 The Regional District will be identified as an additional insured on all comprehensive general liability and non-owned automobile liability policies required by the contractor to meet the insurance requirements herein.
- 6.5 Prior to commencement of work, the contractor will provide the Regional District with a certificate of insurance demonstrating that the contractor's insurance coverage meets or exceeds the insurance requirements herein.

7.0 WorkSafeBC

The contractor will abide by the provisions of the *Workers' Compensation Act* of British Columbia and provide proof to the Regional District that all assessments have been paid and that they are in good standing.

8.0 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 obligation in accordance with the Invitation to Quote; 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.

9.0 Provisions for Termination or Suspension of Snow Removal Services

In the event of the breach or non-performance by the contractor of any of the terms and/or conditions of this Invitation to Quote, the Regional District reserves the right to terminate the snow removal services, being performed by the contractor at 98 Elm Street, Valemount, BC without notice.

10.0 Regional District's Right to Correct Deficiencies

- 10.1 The Facilities Manager or delegate will complete periodic inspections of work and give the contractor a copy of inspections and/or any deficiencies in writing.
- 10.2 Upon failure of the contractor to perform the work in accordance with the Specifications of this Invitation to Quote, 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.

11.0 Duration of Work

The duration of work will be from the date of issue of the purchase order to April 30, 2011 and may be continued or renewed on a month-to-month basis if mutually agreed to between the contractor and the Regional District for up to one year. Each month that is continued or renewed will be as per the Schedule of Prices at the tendered rates.

12.0 Payment

The contractor may provide an invoice to the Regional District at the end of each monthly period for the duration of the work. The final invoice must be submitted within one week of the completion date of April 30, 2011, or within one week of the completion of the continuation or renewal period. The contractor will identify taxes separately on each invoice. The Regional District will inspect the work before making payment.

13.0 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 or more of the following:

- a. 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:
 - i The Regional District will notify the contractor.
 - ii 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. Where the Regional District has corrected deficiencies under Article 10, Regional District's Right to Correct Deficiencies.
- f. 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 snow removal services term.
- g. 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 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.

1.0 Scope of Work

- 1.1 A backhoe with loader will be considered acceptable for the purposes of snow removal work as specified in this Invitation to Quote. Other available equipment should be listed on the List of Equipment attached to this Invitation to Quote.
- 1.2 The contractor will, at their expense, pay for and supply all equipment and tools, labor and materials to complete the works as specified herein.
- 1.3 The contractor will not interfere with the day-to-day operations of the facility while completing the work required.
- 1.4 The contractor will ensure that their work does not impede existing surface water drainage unless otherwise directed by the Regional District.
- 1.5 The contractor will exercise good public relations while fulfilling their responsibilities in accordance with the Invitation to Quote and will ensure that their employees do the same.
- 1.6 The contractor will ensure that workers have sufficient knowledge, skill, and experience to properly and safely perform the work.
- 1.7 The period of work is from the date of issuance of a Purchase Order to April 30, 2011.

2.0 Snow Removal

- 2.1 Snow clearing will include the front and side areas of the Canoe Valley Recreation Centre, 98 Elm Street, Valemount, BC.
- 2.2 A minimum of 2" of accumulated snow before 6:00 a.m. is required prior to removal. It is up to the contractor to monitor when clearing is necessary.
- 2.3 Snow is to be removed from these sites at the contractor's hourly rate. Storage will be allowed on the site until such time as the Facilities Manager advises that hauling is required.
- 2.4 Snow must not be cleared onto walkways, trees, against buildings, equipment, fences, gates, hydrants, or block access to these areas.

3.0 Damages

- 3.1 The Regional District accepts no responsibility for damage, vandalism or theft of any of the contractor's equipment.

- 3.2 The contractor shall take all reasonable precautions necessary, during the performance of snow removal services, to protect from damage:
- structures, as set out in Section 2 - Snow Removal, PART 2: SPECIFICATIONS
 - Regional District property, and
 - public vehicles at 98 Elm Street, Valemount, BC
- 3.3 The contractor shall make good on any damage caused by the contractor, its subcontractors, employees, agents, or equipment during the performance of the snow removal services. In case of damage(s), Section 13 - Payment Withheld or Deducted, PART 1: GENERAL, may be applied.

4.0 Security

- 4.1 The contractor will be issued a gate key to allow for after-hours access to the Canoe Valley Recreation Centre, 98 Elm Street, Valemount, BC. The key will be used by the contractor only for the purposes of providing snow clearing services.
- 4.2 The contractor will ensure that the gate is closed and locked when finished providing snow clearing services.
- 4.3 Keys for Regional District vehicles will be provided to move vehicles for snow clearing. The keys will be returned to the Facilities Manager at the completion of the snow removal services period or when requested to do so by the Regional District.

Schedule of Prices

Snow Clearing of Parking Areas Price per hour to provide all work, services and assurances required under Invitation to Quote CS 03-10 specific to snow removal at the Canoe Valley Recreation Centre, 98 Elm Street, Valemount, BC	Price per hour	
	HST	
	TOTAL	

The following **must** be completed:

FIRM NAME OR INDIVIDUAL: _____

ADDRESS: _____

_____ POSTAL CODE: _____

TELEPHONE #: _____ FAX #: _____

CONTACT PERSON: _____

SIGNATURE OF AUTHORIZED PERSON

TITLE

PRINT NAME

DATE

WorkSafeBC Number _____

ARE YOU A HST REGISTRANT? YES NO

IF YES, PLEASE INDICATE YOUR HST# _____

IF 'NO', PLEASE FILL IN THE FOLLOWING:

SUPPLIER IS NOT REGISTERED BECAUSE: 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