



REGIONAL DISTRICT
of Fraser-Fort George

INVITATION TO QUOTE CS-23-01

ELEVATOR MAINTENANCE CONTRACT



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1.0 PURPOSE

The Regional District of Fraser-Fort George (the "Regional District") invites quotes for an Elevator Maintenance Contract, to inspect, test, certify and maintain 2 (two) elevating devices located at the Robson Valley Recreation Centre in McBride and the Canoe Valley Recreation Centre in Valemount, to ensure compliance with TSBC certification.

2.0 BACKGROUND

The Regional District intends to enter into a contract with a Technical Safety BC certified elevator maintenance contractor to inspect and maintain the following on a twice-yearly basis:

- a) 1 – Concord Infinity Elevator, located at the Canoe Valley Recreation Centre in Valemount, B.C.; and
- b) 1 – Garaventa Xpress II, located at the Robson Valley Recreation Centre in McBride, B.C..

These lifting devices have minimal use. The Concord Infinity Elevator lifts passengers 1 (one) floor, from the main level to the second floor. The Garaventa Express II lifts passengers 1 (one) floor, from the main level to the second floor.

3.0 INVITATION TO QUOTE

3.1 Quote Documents

Quote documents may be obtained on, or after, Tuesday, January 31, 2023 as follows:

- a. in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b. on the BC Bid@ website at:
<https://new.bcbid.gov.bc.ca/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

All subsequent information regarding this ITQ, including amendments, addenda and answers to questions will be available from the Regional District's website.

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

3.2 Examination of Quote Documents

The bidder will, by personal inspection, examination, calculations, or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the work and their methods of procedure and will be held to have satisfied themselves in every particular before making up their quote submission.

The bidder will be deemed to have satisfied themselves as to the sufficiency of the quote for the work and the Total Contract Price stated in the Schedule of Prices. The Total Contract Price will cover all the bidder's obligations under the Contract, and all matters necessary to the proper completion of the maintenance work, and will include the supply of all labour, equipment, transportation, materials, supervision, services, taxes and assessments, together with the bidder's overhead and profit, except where otherwise provided for in the Contract.

3.3 Discrepancies or Omissions

Bidders finding discrepancies, errors, or omissions in this ITQ, or requiring clarification on the meaning or intent of any part therein, should immediately request in written form **by email only** (communityservices@rdffg.bc.ca), clarification. The Regional District will not accept responsibility for any



damages, costs or expenses incurred by a bidder in reliance on oral instructions. Any work done in preparation of a quote after discovery of discrepancies, errors, or omissions in the ITQ will be done at the bidder's risk unless the discrepancy, error or omission is reported to the Regional District in accordance with this provision.

The last day that requests for clarification or inquiries may be made is Thursday, February 9, 2023 at 2:00 pm (local time) in order that addendum(s), if necessary, are issued in time for all bidders to complete their submission and have it delivered to the Regional District office prior to the closing time and date of the ITQ. After February 9, 2023 should changes be necessary to the work of this ITQ, they will be addressed through Clause 8.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion or revision of the ITQ is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website. It is the sole responsibility of the proponent to check for addendums.

All addenda, if any, issued for this ITQ must be signed by the proponent and included with the proposal submission and will form part of the Contract documents.

3.4 Ownership and Freedom of Information

Quotes will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITQ. Each quote should clearly identify any information that is considered to be confidential or propriety information. Bidders are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including quotes, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for bidders, upon request by a bidder, subject to the *Freedom of Information and Protection of Privacy Act*.

3.5 Quote Format

Bidders are asked to respond in the manner outlined below and, if submitting in hard copy format, to submit **three (3) complete copies** of their quote. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in quotes and to ensure each quote receives full and complete consideration.

a. Bidders will complete pages **14 through 17**:

- List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor.
- Bidder's Experience in Similar Work: a minimum of three (3) references are required. Please include a brief description of the service contracts held by the bidder within the last five years that are similar in size and scope to this ITQ, together with the corresponding contact names and phone numbers for reference checks.
- Schedule of Prices: the Schedule of Prices must be completed and included in the quote submission. All prices for the work shall be stated in Canadian dollars. Taxes are to be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.
- Appendix A Conflict of Interest Disclosure Statement: to be completed, signed and included in the quote submission.

b. Any additional information that the bidder may choose to provide.



- c. All amendments and/or addenda, if any, issued for this ITQ. Each amendment and/or addenda must be signed by the bidder and included with the quote submission and will form part of the quote and contract documents.

3.6 Closing Date and Time

All quotes must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on **Tuesday, February 21, 2023**.

Quotes submitted by fax will **NOT** be accepted. Any quote received after the closing date and time will be considered disqualified and will be returned unopened to the Bidder.

3.7 Submission Delivery Method

Submissions in response to ITQ CS-23-01 may be delivered to the Regional District office by mail, drop off, courier or by email.

For delivery by **mail, drop off or courier** submissions must be enclosed in a sealed envelope with the following information written on the outside of the delivery envelope:

- a. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor 155 George Street
Prince George, BC V2L 1P8
- b. REGIONAL DISTRICT OF FRASER-FORT GEORGE
INVITATION TO QUOTE CS-23-01
ELEVATOR MAINTENANCE CONTRACT
- c. Responding organization's name and address.

For **email** submissions:

- a. Email the completed submission to:
General Manager of Financial Services
purchasing@rdffg.bc.ca
- b. In the email subject line put **RDDFG CS-23-01** and your **Contractor/Business Name**.
- c. For closing purposes, the official time of receipt of the submission is determined by the time of receipt of the email. Submissions received by email after the closing date and time will not be accepted.
- d. The responsibility for submitting a response to this ITQ to the correct email address on or before the closing date and time will be solely and strictly the responsibility of the bidder. Submissions sent to any email address other than the one identified in Section 3.7 will not be accepted.
- e. Maximum file size able to be received by the Regional District is 35 MB.

To be considered, quotes must be signed by an authorized signatory of the bidder. By signing the quote, the bidder 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.

Quotes not submitted in strict accordance with these instructions or not complying with the requirements in this ITQ may be rejected.



The Regional District will not be responsible for any costs incurred by bidders as a result of the preparation or submission of a quote pertaining to this ITQ. The accuracy and completeness of the quote is the bidder's responsibility. Should errors in a quote be discovered, the bidder shall be solely responsible for any additional costs incurred by that bidder in the performance of the work and shall be solely responsible to correct any deficiencies or errors in that quote at their expense.

3.8 Award of Contract

A contract for CS-23-01 ("Contract") is anticipated to be awarded no later than Tuesday, March 7, 2023. All bidders will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, award the Contract, or it may delay the date of awarding the Contract or cancel this ITQ if deemed appropriate by the Regional District for any reason.

The bidder awarded the Contract ("Contractor"), will have seven (7) calendar days to provide the required proof of insurance under Clause 13.0 and proof of WorksafeBC coverage under Clause 14.7 upon notification that the Regional District has accepted its quote.

3.9 Proof of Ability

Bidders must be competent and capable of performing the work as described in Appendix B – Scope of Work and Specifications. The bidder may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

3.10 Sub-Contractors

The List of Sub-Contractors is to be completed by the bidder and will form part of the contract documents. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

The Contractor is responsible to the Regional District for the acts and omissions of their sub-contractors to the same extent that they are responsible for the acts and omissions of persons employed by them. Nothing in the contract documents will create any contractual relation between any sub-contractor and the Regional District. The Contractor will bind every sub-contractor to the terms of the contract documents.

4.0 **REGIONAL DISTRICT'S RIGHT TO REJECT QUOTE**

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. The lowest, or any quote, will not necessarily be awarded.

Quotes which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITQ may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration quotes which are non-conforming because they do not contain the content or form required by the ITQ, or for failure to comply with the process for submission set out in this ITQ, whether or not such non-compliance is material.

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

- a. one or more 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; or



- 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.

By submitting a quote, the bidder confirms that clauses a. and b. above are not applicable.

The Regional District reserves the right to reject any quote submitted by a bidder who 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 bid.

5.0 WAIVER OF CLAIMS FOR COMPENSATION

Except for a claim for the reasonable cost of preparation of its quote, by submitting a quote, each bidder irrevocably waives any claim, action, or proceeding against the Regional District including, without limitation, any judicial review or injunction application, and any claim against the Regional District and its elected officials, officers and employees for damages, expenses or costs, loss of profits, loss of opportunity or any consequential loss for any reason, including any such claim, action or proceeding arising from:

- a. any actual or alleged unfairness on the part of the Regional District at any stage of the quote process, including without limitation any alleged unfairness in the evaluation of a quote or award of a contract;
- b. a decision by the Regional District not to award a contract to that bidder; or
- c. the Regional District's award of a contract to a bidder whose quote does not conform to the requirements of this ITQ.

6.0 QUOTE EVALUATION

Evaluation of quotes will be by a committee formed by the Regional District in order to provide a recommended award of contract (the "Contract"). Quotes should be clear, concise, and complete.

The following quote evaluation methodology will be used by the committee to evaluate the quotes received:

a. Elevator maintenance experience, length and quality of experience of the bidder in doing similar work	20%
b. Acceptability of reference checks conducted by the Regional District	20%
c. Price	<u>60%</u>
	TOTAL 100%

Where quoted prices are the same, the Regional District will consider the bidder's experience in similar work beyond the minimum standards established in this ITQ.

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected bidders as part of the evaluation process. Notwithstanding the results of the evaluation conducted by the committee, the Regional District reserves the right to select the quote that the Regional District considers provides best overall value.

7.0 CONTRACT

7.1 Form of Contract

The form of contract will be similar to the sample contract in Appendix D and will include this ITQ, List of Sub-Contractors, Bidder's Experience in Similar Work, Schedule of Prices, Appendix A – Conflict of Interest, all appendices, amendments, and addenda, and the successful Bidder's submission. The Regional District



reserves the right to negotiate the terms and conditions of the contract with the bidder whose quote is selected following the evaluation process referred to in Section 6.0 of this ITQ.

7.2 Term of Contract

The term of the Contract will be two (2) years: from 12:01 a.m., April 1, 2023 to midnight, March 31, 2025. The term of the Contract may be considered for extension on a period-by-period basis at the Regional District's discretion.

Each extension, if granted, will be for a one (1) year period and the total contract duration will not exceed five (5) years.

Six months prior to the expiry of the first term of the Contract, the parties will meet to discuss the terms of an extension of the Contract. Neither party will be bound to an extension unless the terms of the extension are approved by that party's corporate body.

8.0 **CHANGES TO THE CONTRACT WORK**

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Contractor will proceed with the work as changed and the work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Total Contract Price, the Total Contract Price amount will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Total Contract Price will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

9.0 **INVOICING AND PAYMENT**

- a. The Contractor's fees under the Maintenance Contract are to be invoiced upon completion of each inspection and maintenance work having taken place, twice per year during the term of the Contract.
- b. The Regional District will pay by the thirtieth (30th) day of the month following that in which the inspection and maintenance has taken place on receipt of an invoice from the Contractor.
- c. All invoices must show taxes as a separate item.

10.0 **PAYMENT WITHHELD OR DEDUCTED**

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

- where the Contractor is not performing the work satisfactorily;
- where any defective or faulty work has not been remedied;
- where there are affidavits of claim of lien, or liens filed against the site and premises on which the work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site(s) or in connection with the work; or
- where the Regional District has corrected a deficiency under Clause 14.1;
- where regulatory compliance documentation has been scheduled and not completed in a timely manner (see also Clause 14.1)



11.0 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; pandemic; 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 the agreed upon dates for service 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 8.0 "Dispute Resolution" of the Sample Contract. Whereas 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 9.0 "Invoicing and Payment" of this ITQ, as may be agreed by the Contractor, or as determined under Section 8.0 "Dispute Resolution" of the Sample 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 Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 10 of the Sample Contract.

12.0 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 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, hereafter referred to as "claims"), including any such claims brought by a third party against the Regional District for personal or bodily injury, including death, or for property damage, that arise out of or are connected with or caused by the negligence, breach of contract, or other error or omission in the performance of the work, on the part of the Contractor and its directors, officers, employees, agents and sub-contractors. If the Regional District pays, or is required to pay, any claims, or if the property of the Regional District is charged or encumbered by any liens, judgments or other charges as a result of any claims, then the Regional District shall be entitled to recover from the Contractor all damages, costs, fees or other charges incurred by the Regional District in satisfying such claims 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.

13.0 INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance 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 to require that the Regional District be provided 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. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability,



Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.

- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. 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.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.

The Contractor shall ensure that all sub-contracts forming from this Contract meet the insurance requirements outlined in Clause 13.0.

It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

14.0 SERVICE SPECIFICATIONS

14.1 Work Status

The General Manager or their designate will be the Regional District's representative during the term of the Contract and will observe the work on behalf of the Regional District for the purpose of ensuring that the work has been satisfactorily carried out. The General Manager or their designate will have the authority to stop the work whenever such stoppage may be necessary in their opinion, to ensure the proper execution of the work in accordance with the provisions of the Contract.

If at any time the General Manager or their designate is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop work or to take such remedial measures as they consider necessary. The Contractor will comply with such an order immediately. Neither the giving nor the carrying out of such order shall entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws, or regulations that may result.

14.2 Character of Workers

The Contractor and workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the General Manager or their designate does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol, or is negligent, or willfully misconducts themselves will, at the written request of the General Manager, be removed from the site of the work immediately and will not be employed again in any portion of the work without the approval of the General Manager of Community Services.

14.3 COVID-19

The Regional District of Fraser-Fort George has a Communicable Disease Plan and supporting program to minimize the risk of COVID-19 transmission in our operations. The Regional District has implemented a COVID-19 vaccination compliance program as an additional measure towards protecting our workers, contractors, and customers from workplace exposure to the COVID-19 virus and to take reasonable measures to ensure uninterrupted service delivery. Any Regional District employees working with the Contractor, the Contractor's workers or the Contractor's sub-contractors will be fully vaccinated. The Contractor will ensure that any workers it provides for this Contract that are required to work inside a Regional District facility or work side-by-side with Regional District employees are fully vaccinated.

Fully vaccinated individuals are those that have obtained a full series of COVID-19 vaccines authorized by Health Canada. Individuals must be prepared to provide proof of vaccination by way of a BC Vaccine Card



in a digital or printed version (or equivalent format if vaccinated in a different jurisdiction, ie: Canadian QR code) when required to do so.

14.4 Sub-Contractors

The Sub-Contractors named in the List of Sub-Contractors form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the General Manager. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and their workers to the same extent that they are responsible for the acts and omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

14.5 Supervision and Labour

If not performing the work themselves, the Contractor will keep on the work at all times during its progress, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the General Manager or their designate. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the General Manager or their designate and have the authority to act on contractual obligations on behalf of the Contractor. The Contractor shall employ at all times, qualified and experienced personnel to carry out the work.

14.6 Permits and Regulations

The Contractor will, at their own expense, unless pre-approved in writing by the General Manager procure all other permits, certificates, and licences required by law for the execution of the work and will comply with all federal, provincial, and local laws and regulations affecting the execution of the work, save in so far as the Contract Documents specifically provide otherwise.

14.7 WorkSafeBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons or property at the CVRC and the RVRC and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work.

14.8 Damage to Existing Property

In the event of damage to the Regional District's property arising from actions of the Contractor the procedure will be as follows:

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.



14.9 Hazards

The Contractor is responsible to notify the General Manager of any perceived potential hazards relating to the CVRC and RVRC that are noted while performing the work.

15.0 RIGHTS OF WAIVER

A waiver, or any breach of any provision of this ITQ 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.



BIDDER CHECKLIST

Before submitting your Quote, check the following points:

- Has the List of Sub-Contractors been completed?
- Has the Bidder's Experience in Similar Work been completed?
- Has the Schedule of Prices been completed and signed?
- Has Appendix A: Conflict of Interest been completed and signed?
- Are all amendments and/or addenda, if any, included and signed?
- If submitting your quote by mail or courier, have you included three (3) complete copies of your quote submission or if submitting in an electronic format in a pdf file or equivalent?
- If submitting your quote by mail or courier, is the submission enclosed in a fully labelled **sealed** envelope?
- If submitting your quote by courier, are the quote submission envelope **and** the courier envelope both labelled fully?

Note: Your quote may be disqualified if ANY of the applicable foregoing points have not been complied with.

If submitting your quote by hard copy, ensure that the quote is returned in a **sealed** envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- Invitation to Quote CS-23-01
Elevator Maintenance Contract
- Bidder's name and address



LIST OF SUB-CONTRACTORS

The Contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate not applicable on this page if sub-contractors are not required and include it with your quote submission. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor



BIDDER'S EXPERIENCE IN SIMILAR WORK

(A minimum of three references)

Year	Work Performed	Reference Contact (name and phone number)	Value



SCHEDULE OF PRICES

The Total Contract Price submitted below reflects the full cost, for the work as specified in ITQ CS-23-01.

Contract Price per service (twice per year) for full two year term January 1, 2022 – December 31, 2024.

Canoe Valley Recreation Centre, Valemount	per service	\$
Robson Valley Recreation Centre, McBride	per service	\$
	PST	\$
	GST	\$
A. Total Contract Rate per service		\$
Total Contract Rate – (A. x 2 services per year x 2 years) Full 2 Year Term		\$

Are you a GST Registrant?

- Yes – Tax Registration # _____
- Not a registrant – supplier is small supplier under s. 148 of the legislation Yes No

WorkSafeBC Registration Number: _____

_____ Authorized Signatory Signature	_____ Business Name
_____ Name (Please print)	_____ Address
_____ Title	_____ City, Province, Postal Code
_____ Phone Number	_____ Email
_____ Date	



APPENDIX A – CONFLICT OF INTEREST DISCLOSURE STATEMENT

Invitation to Quote CS-23-01

ELEVATOR MAINTENANCE CONTRACT

Bidder's Name: _____

The bidder, including its officers, employees, and any person, sub-contractor 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 reasons(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

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed



APPENDIX B – SCOPE OF WORK AND OPERATIONAL SPECIFICATIONS

SCOPE OF WORK

- i. The Contractor will provide all labour, transportation, equipment, materials, supervision, and services to perform all of the work necessary to do the work of the Elevator Maintenance Contract as detailed in the Scope of Work and Operational Specifications contained herein. The work of the Contract is to be coordinated with the Regional District General Manager or their designate.
- ii. The Contractor will service and maintain the lifting devices covered by the Contract according to the terms and conditions as set out in this Contract, the original equipment manufacturers specifications, the most current TSBC lifting devices regulations, codes and schedules, and those of any other authority having jurisdiction.
- iii. Inspection, service and maintenance work will be scheduled to occur in April and October of each year. The Contractor shall notify the Facility Leaders at each location by email at least one week prior to performing the scheduled maintenance at the facility.
- iv. The Contractor is solely responsible for the safe storage of their materials, tools, and equipment while on site during the Contract. The Regional District does not assume responsibility for any of the Contractor's or sub-contractor's lost, stolen, or damaged materials, tools, and equipment on site.
- v. The Contractor must keep a service/maintenance log that will meet regulatory requirements when working on site. The log will detail all tasks/activities completed in the performance of duties pursuant to this Contract and include Contractor contact information. Contractor will complete all relevant TSBC specified forms for service/maintenance work performed. The Contractor is responsible to ensure that the most current TSBC forms are being utilized. All completed documentation, Contractor Logs, TSBC forms will be provided by the Contractor to the General Manager or their designate within one month of the work being done at the facility, or sooner if the Regional District is requested to provide them to the Regulators. The Contractor will, upon the request of the General Manager fully inform the General Manager of the work done and to be done by the Contractor in connection with the provision of the services. The Contractor will permit the General Manager or their designate at all reasonable times to inspect, examine, review, and copy any and all checklists, findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Regional District, or provided by the Regional District to the Contractor as a result of this Contract.



OPERATIONAL SPECIFICATIONS

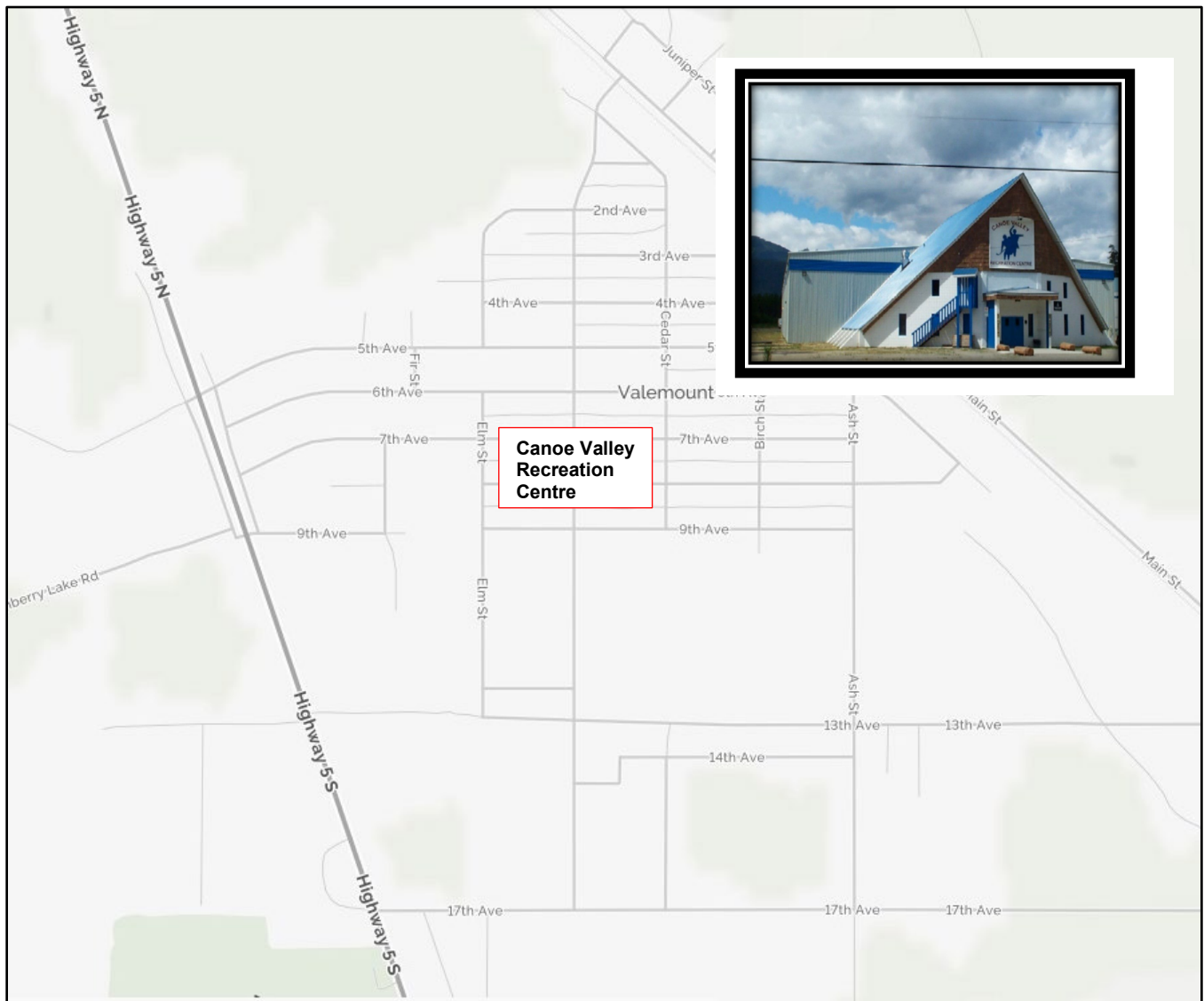
- A. The Contractor shall provide regular and systematic examinations and preventative maintenance service. The Contractor shall determine the nature and extent of any trouble and shall take the necessary steps to restore the equipment to satisfactory and safe service and by utilizing preventative methods, furnish and install parts prior to their breakdown point where possible, all as necessary to keep the lift devices in the best operating condition at all times.
- B. The Contractor agrees to provide as part of the Contract rate all oils, greases, rope preservative, cleaning compounds, cotton waste, wiping cloths and paints. All lubricants shall be of the grade recommended by the manufacturer for the purpose used.
- C. The Contractor will at all times keep the work sites clean and free from any waste oil/lubricants, parts, or materials caused by the service of the equipment. Any such materials shall be collected and disposed of according to municipal, provincial and federal standards at the cost of the Contractor. The Contractor is solely responsible for any and all damages done, or regulations violated in the disposal of waste materials and for any other actions the Contractor performs.
- D. The Contractor will comply with the requirements of the Occupational Health and Safety Act and Workplace Hazardous Materials Information System regarding employee safety, use, handling, storage and disposal of hazardous materials.
- E. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Regional District operations. In those cases where some interference may be unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, interrupted service, and customer discomfort.
- F. Should the Contractor discover a problem of a nature that cannot be satisfactorily resolved during the regular maintenance call, the Contractor will report to the Regional District's representative to explain why it was not possible to correct the problem and when the problem will be resolved.
- G. If it is determined during testing and routine maintenance that unplanned or major repairs are required to the existing equipment, the Contractor will notify the General Manager or their designate immediately and provide a separate itemized quote (outside of the Contract) for the repairs to be done. Quotes for work outside of the contract must show rates for labour, materials, parts, and if applicable overtime and living out expenses. No work shall proceed until the quote is approved and a separate purchase order for the work is provided by the Regional District to the Contractor.
- H. Quotes for work not included in the contract shall be based on the material or parts costs plus 10% plus labour at the contract rates. The Contractor shall supply invoices from manufacturers to support the costs and time tickets to support the labour cost, otherwise the work will be deemed included in the Contract.
- I. Work not included in the Contract shall be invoiced immediately upon completion of the work.
- J. Contract maintenance work is to be scheduled and completed during the regular operating hours for the Facility.
- K. The Contractor shall advise the General Manager or their designate immediately of any directive(s) it receives from the Inspecting Authority and/or Regulatory Authority, and will work with the Regional District to ensure that any and all directives are carried out within the period of time set out on the directive(s) to meet the required date, except for those items that are the responsibility of the Regional District or that result from changes to the existing regulations.

APPENDIX C – SITE LOCATION MAPS

Canoe Valley Recreation Centre (CVRC)

100 Elm Street
Valemount, BC

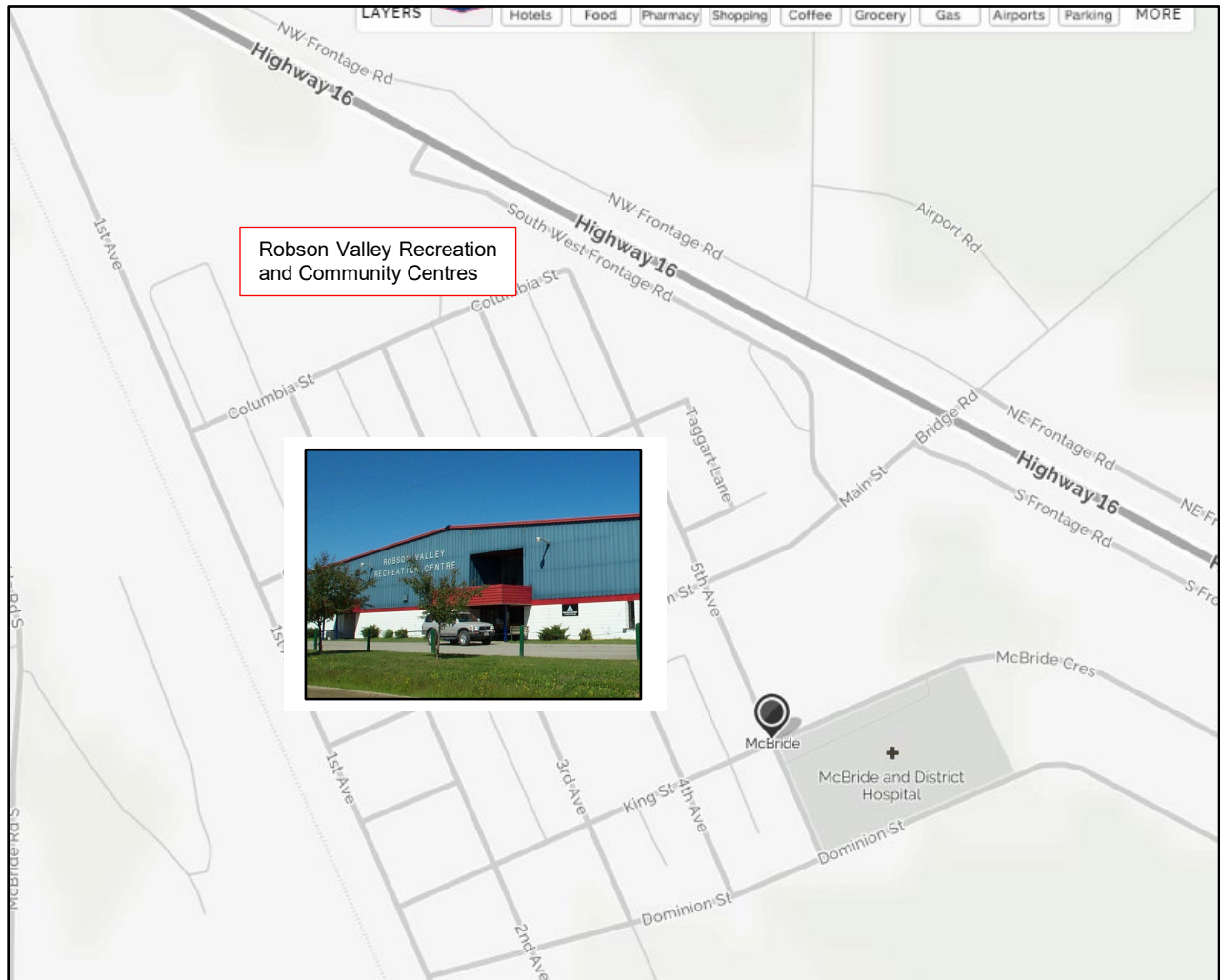
The Canoe Valley Recreation Centre offers recreational activities year round. Available from September to April, the regulation size hockey arena (seating 500) is utilized for hockey, figure skating and public skating. During the off-ice season the arena is available for a multitude of activities such as badminton, tennis, pickle ball, floor hockey and indoor soccer. The CVRC also has a fitness facility available year round.



Robson Valley Recreation Centre (RVRC)

461 Columbia Street
McBride BC

The Robson Valley Recreation Centre offers recreational activities year round. Available from September to April, the regulation size hockey arena (seating 500) is utilized for hockey, figure skating and public skating. There are also 2 sheets of curling ice. During the off-ice season the arena is available for a multitude of activities such as roller hockey, tennis, floor hockey, indoor soccer and social events. The RVRC also houses a fitness facility and a convert-a-court for racket sports, volleyball and basketball.





**APPENDIX D - SAMPLE CONTRACT
SAMPLE CONTRACT**

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")

OF THE FIRST PART

AND:

THE CONTRACTOR

a company duly incorporated under the laws of British Columbia and having a place of business at:

(hereinafter called the "Contractor")

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 labour, transportation, equipment, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Quote CS-23-01, Elevator Maintenance Contract".
 - (b) Commence to actively proceed with the work of the Contract on **April 1, 2023**.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, \$ to be determined (plus applicable taxes) in Canadian funds, as specified in the contract documents.
3. The Invitation to Quote, Quote Form, List of Sub-Contractors, Quote's Experience in Similar Work, Schedule of Prices, Appendix A – Conflict of Interest Disclosure Statement, all appendices, amendments and addenda, as well as the bidder's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure 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 this 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 Clause 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. This Contract is subject to the provisions of the *Freedom of Information and Protection and Privacy Act*. The Contractor will treat as confidential and will not, either or before, or after the expiration or sooner termination of this Contract, without the prior written consent of the General Manager of Legislative and Corporate Services publish, release or disclosed, any information supplied to, obtained by, or which comes to knowledge of the Contractor as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfil their obligations under this Contract, or by the laws of British Columbia.

Any material produced, received, or provided by the Regional District to the Contractor as a result of this Contract and any equipment, machinery, or other property provided by the Regional District to the Contractor as a result of this Contract will:

- be the exclusive property of the Regional District; and
- forthwith be delivered by the Contractor to the General Manager or their designate having giving written notice to the Contractor requesting delivery of the same or at the end date of this Contract.

Any material produced by the Contractor, including but not limited to, drawings, schematics, equipment logs, reports, any and all documents created that relate to elevator maintenance or modification, shall be provided by the Contractor to the Regional District in an amenable format (i.e. Word, Excel) and will become the property of the Regional District and the Regional District shall not be limited by Contractor's copyright or proprietary terms with regards to use by the Regional District.

7. The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five (5) days 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 they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.
8. If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of 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 the Regional District.



9. In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Clause 14.1 (page 10), the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.
10. The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.
11. 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 or unenforceable, the validity of the remaining paragraphs hereof will not be affected.
12. This Contract is not an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.
13. The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for an assignment to a bank of the payments to be received hereunder.



14. 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 the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The Contractor at: _____
(Address)

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

_____)

) _____
) Date

_____))

) _____
) Date

SIGNED ON BEHALF OF
THE CONTRACTOR

DO NOT SIGN SAMPLE ONLY

_____) _____
) Signature Date

_____) _____
) (Name and Title) (Please print) Date

DO NOT SIGN SAMPLE ONLY

_____) _____
) Signature Date

_____) _____
) (Name and Title) (Please print)

