



## REQUEST FOR QUOTES

### **Village of Valemount Cranberry Marsh Trail Work**

The Village of Valemount is seeking quotes from qualified contractors to provide Contract Services as outlined in Section B of this RFQ.

**ISSUE DATE:** July 9, 2019

Send completed *Schedule A* to:

Silvio Gislimberti

Email: [rfp@valemount.ca](mailto:rfp@valemount.ca)

**CLOSING DATE:** Friday, July 26, 2019

**CLOSING Time:** 4:00 PM

**Proponents must read the entire RFQ document for full details and requirements.**

**THE VILLAGE RESERVES THE RIGHT TO CANCEL THIS RFQ AT ANY TIME BEFORE OR AFTER THE CLOSING DATE AND TIME HAVE PASSED; THE LOWEST PRICED QUOTE OR ANY QUOTE WILL NOT NECESSARILY BE CHOSEN FOR NEGOTIATION OF A CONTRACT FOR SERVICES.**

## PART 1: QUOTE DETAILS

### A. PURPOSE AND BACKGROUND

The purpose of this Request for Quote (RFQ) is to solicit the best overall quote(s) for **Cranberry Marsh Trail Work** for the Village of Valemount (the "Village"). Any quotes submitted pursuant to this RFQ shall not be offers to contract for the provision of any of the services outlined herein, but shall only be used to identify a Preferred Proponent(s) with whom the Village may negotiate a contract for the provision of the services.

### B. WORK DESCRIPTION

#### **Section A: 263 metres**

1. Place and spread 5 truck loads (12 cubic yards or 9.1 cubic metres per truck load) of base gravel 3"
2. Place and spread 5 truck loads (12 cubic yards or 9.1 cubic metres per truck load) of ¾" gravel

#### **Section B: 686 metres**

3. Place and spread 18 truck loads (12 cubic yards or 9.1 cubic metres per truck load) of base gravel 3"
4. Place and spread 18 truck loads (12 cubic yards or 9.1 cubic metres per truck load) of ¾" gravel

#### **Section C: 100 metres**

5. Level and grade trail Section C to a 2.5 metres width
6. Place and spread 6 truck loads (12 cubic yards or 9.1 cubic metres per truck load) of base gravel 3"
7. Place and spread 6 truck loads (12 cubic yards or 9.1 cubic metres per truck load) of ¾" gravel

#### **All Sections**

8. Tamper and Labour Costs for all sections



### C. INSTRUCTIONS, TERMS AND CONDITIONS

1. The following terms and conditions will apply to this RFQ; submission of a quote indicates acceptance of all the terms that follow, and any that are included in any addenda issued by the Village. Provisions in submitted Quotes that contradict any of the terms of this RFQ will be treated as if they were not written and do not exist.
  - a. All enquiries related to this RFQ are to be directed by email to the “Village’s Representative”:
    - i. Name: Silvio Gislimberti
    - ii. Title: Economic Development Officer
    - iii. Village of Valemount
    - iv. Email: rfp@valemount.ca
  - b. Questions will be answered if time permits. Enquiries and responses will be recorded and may be distributed to all proponents at the Village’s option.
2. Quotes received after the closing time will not be accepted.
3. All Quotes and subsequent information or material received shall become the property of the Village of Valemount and will not be returned. The Quotes will be held in confidence by the Village subject to the provisions of the Freedom of Information and Protection Privacy Act (FOIPPA) of British Columbia.
4. Quotes should be executed by an authorized signatory of the proponent.
5. Quotes may be withdrawn by written request only, to the Economic Development Officer at any time prior to the scheduled closing time.
6. Quotes remain valid, and may not be withdrawn, for the period of sixty (30) days following the date for submission of quotes.
7. Submission of a quote by a proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any proponent or project. The Village is under no obligation to award a contract as a result of this RFQ and reserves the right to terminate this RFQ process at any time.
8. The Village will not accept any responsibility for costs incurred by any proponent in responding to this RFQ, including the provision of any additional material or attendance at any meeting. Proponents will be solely responsible for any and all costs and expenses.
9. The Village and its representatives, agents, consultants and advisors will not be liable to any proponent, or any firm, corporation or individual member of a proponent, for

claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the proponent, or any firm, corporation, or individual member of a proponent, in preparing and submitting a quote, or participating in the RFQ process or negotiations for the agreement, or any activity related to or arising out of this RFQ.

10. The RFQ and successful proponent's response may form part of any contract entered into.
11. Any information acquired about the Village by a proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of the RFQ process.
12. The proponent, including all firm, corporation, or individual members of a proponent, will promptly disclose to the Village any potential conflict of interest and existing business relationships they may have with the Village or evaluation committee. The Village reserves the right to disqualify any proponent.
13. Any dispute arising from this RFQ, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
14. The highest rated, lowest priced, or any quote will not necessarily be accepted. The contracting agency reserves the right to decide upon the order of treatment.

## PART 2: ADMINISTRATION

### A. GENERAL TERMS AND CONDITIONS:

15. **Village Representative:** Only the Village's Representative is authorized to communicate and otherwise deal with Proponents, and all Proponents must communicate and otherwise deal with that person only. Contact with any other person, including officers or employees of the Village regarding this RFQ or the Proponents' submissions may result in a quote being removed from consideration.
16. **Proponent Inquiries and RFQ Clarification:** All questions about the contents of this RFQ, or about any matters relating to it (including as to any clarification, errors or omissions of or in this RFQ), must be directed by email or by phone to the Village's Representative. Information obtained from any other source is not official and may not be accurate. The Village's Representative will answer all questions by email.
17. **Right to Cancel RFQ and/or to Accept Quotes:** This RFQ is solely a request for quotes for the provision of the outlined services. It is not an offer to contract, or an invitation for offers capable of acceptance to create a contract. Submission of a quote by any Proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Proponent.
18. No contractual or other legal obligations or relations between the Village and any other person can or will be created prior to the termination of this RFQ process, or otherwise, except in a written contract executed by an authorized signatory of the Village under the authority of an express resolution of the Council of the Village of Valemount.
19. The Village is entitled to cancel this RFQ at any time by addendum issued to the Proponents, without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.
20. In considering any quotes delivered in response to this RFQ, the Village reserves the absolute and unfettered discretion to do any one or more of the following:
  - a. Determine whether any quotes satisfactorily meet the evaluation criteria set out in this RFQ;
  - b. Accept or reject any quote that fails to comply with the requirements set out in this RFQ for the content of quotes;
  - c. Require clarification after the dates and times set out in this RFQ from any one or more of the Proponents in respect of quotes submitted;

- d. Assess quotes as it sees fit, without in any way being obliged to select any quote or Proponent;
  - e. Assess and select quotes as it sees fit, without in any way being obliged to select the quote or Proponent that offers the lowest price or cost;
  - f. Communicate with, meet with, or negotiate with any one or more of the Proponents respecting their quotes or any aspects of the services outlined herein;
  - g. Reject any or all quotes with or without cause, whether according to the evaluation criteria or otherwise; or
  - h. Request further information from the marketplace or pursue other options.
21. **Confidentiality of Quotes:** The Village will receive all quotes submitted in response to this RFQ in confidence, including for the purposes of section 21 of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 (FOIPPA). However, because of the right of access to records created by that *Act*, the Village cannot and does not guarantee that information contained in any quotes will remain confidential if a request for access in respect of any quote is made under the *Act*.
- If a Proponent considers that any part of its quote is proprietary, including by reason of its being copyright, the quote must clearly identify those portions of it that are considered proprietary.
22. **Permits, Notices, Law & Rules:** The Contractor shall apply and pay for all necessary permits or licenses, including Village of Valemount Business License, required for the execution of the work. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.
23. **Safety:** The Contractor shall be solely and completely responsible for the overall safety program on the work site during the performance of the work, to ensure the safety of all persons at the work site, the physical facilities and buildings existing and under construction; and, to safely coordinate all activities on the work site. This requirement shall apply continuously and not be limited to normal working hours.

- a. The Contractor shall observe and enforce all safety measures required by Workers Compensation Act of British Columbia and attendant regulations, the safety requirements of the Owner and all applicable statutes. In the event of discrepancy between such provisions, the most stringent provision will apply.
  - b. The Contractor shall investigate thoroughly the nature and conditions of the project as well as the requirements of the job procedures and should be prepared to , if warranted, implement a more comprehensive safety program than is required by the WorkSafeBC OHS Regulations.
  - c. The Contractor shall develop and be responsible to maintain a project-specific work site safety program, tailored specifically to the work of the Contract, and shall be acceptable in all respects to WorkSafeBC.
  - d. The Contractor shall make itself, its employees, subcontractors, suppliers, the Owner, the engineer and all others that the Contractor brings to the work site aware of the safety and security rules, regulations and requirements in effect at the work site.
  - e. The Contractor shall provide site safety orientation for all Contractor and subcontractor employees and visitors to the site. This presentation must be made before their work commences or an appropriately trained worker must escort them. The Contractor shall be proactive in its approach towards safety and shall anticipate problems, correcting situations before they occur.
  - f. The Contractor shall have a means of inspecting the work site to ensure all personnel meet or exceed the minimum safety requirements, all unsafe conditions are corrected immediately, and proper discipline is enforced. A lax attitude towards safety will not be tolerated on the work site.
24. **No Assignment or Sub-Letting of Contract without Consent:** The Contractor shall not assign, sub-let or let out as task work, any part of the work without first having had and obtained the consent in writing of the Owner, which consent the Owner may withhold in its absolute discretion. If the Owner should consent to any such assignment, sub-letting or letting out as task work of all or any part of the work, the Contractor shall by reason thereof, be in no way relieved from their responsibility for the fulfilment of said work, but shall continue to be responsible for the same in the same manner as if the said work had been performed by the Contractor themselves.
25. **Public Liability & Property Damage Insurance:** The Contractor shall provide, at the time of request, certificates of insurance as outlined below:  
Forthwith, the Contractor shall obtain and maintain in force during the period of service, and company a policy of insurance acceptable to and approved in writing by the Owner,

the following insurance with limits on an occurrence basis not less than those shown in respective items following:

**26. Provision of Goods and Services**

a. Commercial general liability insurance providing coverage not less than five million (\$5,000,000.00) dollars each occurrence, all-inclusive against liability for bodily injury, death or property damage on an occurrence basis The insurance shall include coverage for:

- i. Premises and Operations Liability
- ii. Products and Completed Operations Liability (24 months after completion)
- iii. Blanket Contractual Liability
- iv. Cross Liability
- v. Contingent Employers Liability
- vi. Personal Injury Liability
- vii. Shoring, Blasting, Excavating, Underpinning, Demolition, Pile driving and Caisson Work, Work below Ground Surface, Tunneling and Grading, as applicable;
- viii. Broad Form Property Damage
- ix. Tenants Legal Liability (\$1,000,000)
- x. Forest Fire Fighting Expense (\$250,000)
- xi. Non-owned Auto Liability (\$5,000,000)
- xii. Sudden and Accidental Pollution (\$1,000,000)

b. Automobile insurance for public liability and property damage providing coverage not less than five million (\$5,000,000.00) dollars each occurrence, all-inclusive on owned vehicles.

c. Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Owner shall not be liable for any loss or damage to Contractor's equipment including loss of use thereof.

d. The deductible or reimbursement for any policy required under this section shall not exceed five thousand dollars (\$5,000.00) per claim. The Contractor and/or his subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage/insurance.

e. Claims Handling – The Contractor shall be responsible for the prompt investigation, settlement and payment to claimants for the deductible portion of all insured losses up to a maximum of five thousand dollars (\$5,000.00) per claim or occurrence until or unless advised otherwise.

The Contractor shall establish a claims and incident reporting procedure with the Owner for all claims and take directions from the Owner or Insurers on any claims for damage,

injury or infringement that are likely to exceed five thousand dollars (\$5,000.00) per claim or occurrence".

The General Contractor shall report all incidents of injury, including death, and or property damage occurring during their work activities and/or operations to the Owner as soon as practical after the accident or incident. The General Contractor must submit a copy of the accident or incident report to the Owner immediately upon completion.

The General Contractor shall cooperate and assist the Owner if further investigation of the accident or incident is deemed necessary. Any failure of any Insurer to pay any claim will in no way absolve the Contractor from its responsibilities and liability under the contract. The agreement of the Owner to maintain insurance under the contract is not deemed to extend or affect the obligation or liability of the Owner to the contractor. Further the city will not reimburse the contractor for their time spent with the claims process.

- f. The **"Village of Valemount"** shall be named as the additional insured in the commercial general liability policy. It is the responsibility of the Contractor to ensure that each subcontractor complies with the same insurance conditions as the Contractor. Each policy shall provide that no cancellation or material change reducing or restricting coverage in the policy shall become effective until after thirty (30) days' notice of such cancellation or change shall have been given to the Owner by registered mail, and the Contractor will upon demand of the Owner deliver over to the Owner all such policy or policies of insurance and the receipt for payment of premium thereon; and should the Contractor neglect so to obtain and/or maintain in force any such insurance as aforesaid or delivery such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and/or maintain such insurance, and the Contractor hereby appoints the Owner his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Owner for insurance premiums under the provisions of this clause shall be charged to the Contractor.

The insurer and the insured consultant shall provide written notice to be delivered by hand, or sent by registered mail to the Owner at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy.

27. **No Collusion:** Proponents must not communicate, directly or indirectly, with any other Proponents (including through any employees, agents or contractors) regarding the preparation, content or submission of separate individual quotes. Each quote must be submitted without any collusion, or knowledge, in the preparation of or about any other quote. Submission of a quote to the Village is deemed to be a representation and

warranty by the Proponent submitting that quote that it has complied with this paragraph. If the Village determines that a Proponent has violated this paragraph, the Village may disqualify that Proponent and reject its quote as being invalid.

28. **Waiver of Liability for Errors:** The Village has used considerable efforts to ensure an accurate representation of information in this RFQ. However, the Village accepts no responsibility for the accuracy or completeness of this RFQ (including any schedules, appendices or addenda) and no representation or warranty, express or implied, is made or given by the Village with respect to the accuracy or completeness of the RFQ (including any schedules, appendices or addenda).
29. **Proponent's Risk and Warranty:** Each proponent is solely responsible for the risk and cost of preparing and submitting its quote in response to this RFQ and neither the Village nor its officials, employees or consultants (including the Village's Representative/s) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFQ is that of each proponent. Each Proponent is responsible for obtaining its own independent financial, legal, accounting, or other advice with respect to the contents of this RFQ.
30. By submitting a quote to the Village, each Proponent represents and warrants to the Village that the information in its quote is, to the best of the Proponent's knowledge, accurate and complete.
31. **Confidentiality of Village Information:** This RFQ is the property of the Village and is not to be copied or distributed without prior approval of the Village Representative referred to in subsection 1 of Section A, of Part 2, above.
32. **Disclosure:** Any information acquired about the Village by a proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of this RFQ process. The awarding of any contract or the reaching of any agreement for the services described in this quote will not permit any Proponent to advertise a relationship with the Village without the Village's prior authorization.

## B. SUBMISSION OF QUOTES

33. **Final Time and Date for Receipt of Quotes:** Quotes must be in the form of the attached Schedule A and must be received by email by the Village before the closing date and closing time.
- a. Any quotes not received before the time and date specified will be rejected as being invalid. All quotes and subsequent information or material received shall become the property of the Village. The Village reserves the right to make copies of the quotes for use during the selection process only.
34. **Submission Format:** All quotes must be submitted in the format of the attached Schedule A and delivered by email to the Village's representative.
35. **No Amendments to Quotes after Submission Deadline:** A Proponent shall not be permitted to change the wording or contents of a quote after the submission deadline, unless requested to do so by the Village for the purpose of clarification.
36. **Withdrawal of Quotes:** Any Proponent may withdraw its quote, either personally or by written request to the Village Representative, at any time prior to the scheduled closing date and time.

## C. EVALUATION

The Village will evaluate Quotes based upon but not limited to, the following:

- Cost
- Timeframe
- Experience

The Village reserves the right to seek quote clarification with the Proponent to assist in making evaluations. Quotes will be reviewed and evaluated by the Village of Valemount.

37. **Negotiation with Preferred Proponent:** The Village will select one Preferred Proponent as a result of this RFQ process, and will enter into negotiations with the Preferred Proponent in an attempt to settle on an agreement necessary to implement the services generally described in this RFQ. Proponents must commit to negotiate in good faith with the Village if chosen as a Preferred Proponent.
38. **Recommendation to Village Council:** Following the conclusion of the evaluation process and any resulting negotiations, a recommendation will be made to Village Council with regard to a contract for the described services.

39. **Contract for Services:** The Village may, at its sole discretion and following any recommendation to, and direction provided by, Village Council, enter into a written contract with any one of the Proponents for the provision of the services generally described in this RFQ. There shall be no agreement, and no Proponent shall acquire any legal or equitable rights or privileges with respect to this RFQ or the services in question, until such a written contract is duly executed by the signing authorities of the Proponent, and of the Village. Any response to this RFQ may become part of any contract entered into with a successful proponent.
40. **Term of Contract:** Any contract for service which results from this RFQ process shall be effective from the date of commencement specified in the contract and shall continue subject to the terms and conditions of the contract. Such terms and conditions may include provisions for the extension, upon mutual agreement between the Village and the contractor, of the term of the contract.
41. **Budgetary Approval:** Any contract for service, which results from this RFQ process, shall be subject to budgetary approval by the Village Council.
42. **Compliance with Laws:** Neither the acceptance of any quote submitted pursuant to this RFQ, nor the execution of any agreement for the provision of the service(s), as generally described in this RFQ, is an explicit or implicit approval or waiver of the requirement of or for any permits, licences, fees, taxes or other legal requirements that would ordinarily be required for the implementation or operation of the service. A Proponent or contractor is solely responsible for complying with all applicable Federal, Provincial or Municipal legal requirements.
43. **Insurance Requirements:** Any contract for service, which results from this RFQ process, will also include a term requiring the contractor(s) to, insofar as is legally permissible and not covered by the insurance noted above, indemnify and hold harmless the Village, its officers and employees, from any and all liability arising out of the contractor's performance or non-performance of the terms of the contract or out of the provision of the service generally.
44. **Acting in Conflict:** Any contract for service, which results from this RFQ process, will include a term prohibiting the contractor(s) from acting for any party whose interests are in conflict with those of the Village, unless specific prior waiver of that term has been given by the Village in each instance.

**D. NEGOTIATIONS AND CONTRACT AWARD**

45. Awards will be made based on the best value offered and the best value will be determined by the Village.
46. The Village shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved quote.
47. No act of the Village other than a notice in writing shall constitute an acceptance of a quote. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Village.
48. The Village reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specification and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their quotes or re-submit altogether, as determined by the Village.
49. After selection of a preferred Proponent and the finalization of any required negotiations, signing of contract documents and the awarding of a contract will be made by the Director of Finance of the Village of Valemount.
50. If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, the Village may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified quote or choose to terminate the RFQ process and not enter into a Contract with any of the Proponents.