

Snow Removal RFP
November 2023



REQUEST FOR PROPOSALS
(Value Driven)

Dease Lake Community Snow Removal

Due by Thursday, November 10th, 2023 at 5:00 PM

Tahltan Central Government is seeking a qualified contractor to provide snow removal services in Dease Lake.

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PART 1: INSTRUCTIONS TO CONTRACTORS

Contractors are cautioned to carefully read and follow the instructions set out in this Request for Proposals (“RFP”), as any variation from them may result in a proposal being rejected.

1. Proposals must be submitted in electronic form via email, by Hand or via mail by **5:00 pm, November 10, 2023** (the “Closing Time”) to:

Shirley Nehass

receptionist@tahltan.org

TCG Main Office in Dease Lake

(the “Closing Location”).

2. Proposals must be submitted to the Closing Location before the Closing Time in the manner outlined in this RFP.
3. The Contractor is solely responsible for ensuring that the Tahltan Central Government receives a complete proposal, including all attachments and enclosures, before the Closing Time, otherwise, TCG reserves the right not to consider the proposal.
4. The Contractor must identify in its proposal its business name and address, the title of the proposal enclosed, and the Closing Time.
5. Proposals may be withdrawn by submitting an email request or a phone call to the Project Manager, submitted by the Contractor, prior to the Closing Time. After receipt of such a withdrawal request, the proposal will be deleted with confirmation of deletion sent to the Contractor.
6. Proposals submitted by individuals shall be signed by those individuals and any Erasures and/or corrections must be initialed by the person(s) authorized to sign the proposal.
7. The property and/or services contracted for are for the use of, and are being purchased by, the Tahltan Central Government and are not subject to the Goods and Services Tax or Provincial Sales Tax (“GST/PST”). It is the responsibility of the Contractor to apply directly to Canada Revenue Agency for Input Tax Credits on any GST/PST paid.

8. This is intended to be a value-driven process, with proposals to be evaluated based on the evaluation criteria outlined in Part 3 of this RFP. The Tahltan Central Government need not accept the lowest priced, the highest ranked, or any proposal, and reserves the right to reject or accept any or all proposals without further explanation.
9. All proposals shall be unconditional, irrevocable, and open to acceptance by the Tahltan Central Government at any time within *Five (5)* days after the Closing Time.
10. This RFP does not commit the Tahltan Central Government to award a Services Contract. The Tahltan Central Government reserves the right to cancel this RFP at any time without award or compensation to any Contractors.
11. Failure to comply with any instruction contained in this RFP may be deemed sufficient cause for the rejection of all or part of any proposal. Any items omitted or any special conditions or qualifications added to the proposal (for example, the Contractor's standard terms of sale) may cause the proposal to be rejected or affect the evaluation of the proposal. No escalation clauses will be accepted.
12. This RFP is subject to the TCG purchasing and contracting policies.
13. By submitting a proposal, the Contractor agrees that the Contractor has investigated all conditions that may affect the work, and assumes all risks associated with those conditions.
14. Contractors shall direct any questions regarding this RFP to (the "**Project Managers**"):

John Thomas, Chief Administrative Officer CAO@tahltan.org
Michael Shaker, Chief Financial Officer cfo@tahltan.org

PART 2: SCOPE OF WORK / DESCRIPTION OF SERVICES

1. Purpose

The purpose of this RFP is to establish a Services Contract with a successful Contractor ("**Contractors**"), for the provision of the services outlined in section 4 below. Where a Service Contract is executed, the Contractor agrees to provide the services at the agreed-upon fees and terms specified in the RFP; however, the Tahltan

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Central Government provides no guarantee and has no obligation to award any work under the RFP to any Contractor.

2. Project Objective

The objective of this RFP is to obtain the services of Contractors capable of delivering services described in section 3 below. The objectives required for a successful proposal must describe their abilities for all the services.

3. Description of Services

At the Locations of Dease Lake Building and The Recreational Center, the Contractor shall;

- Complete entrance & yard snow removal;
- Snow removal in fenced compounds;
- Shovel entryways and around propane tanks;
- Remove any overhangs from entryways; and
- Salt entryways.

Qualifications Contractors must meet:

- Possession of the necessary tools, machinery, and equipment to perform the tasks.
- Expertise and knowledge of the Dease Lake Community area.
- At least 3 years of experience working on snow removals and related tasks.

4. Rates

Rates will be accepted on an hourly and a daily basis.

5. Term

The Service Contract will be a **two-year seasonal** contract, during the winter of **2023-2025** commencing on **Mid- November 2023** and terminate on **Mid-April 2025**. These dates are not guaranteed and may change based on circumstances.

PART 3: GENERAL CONDITIONS OF THE SERVICES CONTRACT

1. **GOVERNING LAW** This Services Contract shall be deemed to have been made in and shall be interpreted and enforced in accordance with the laws in force in British Columbia.
2. **LAWS, PERMITS AND BY-LAWS** The Contractor shall comply with all laws and regulations applicable to the place of the work, and shall pay for all permits and certificates required in respect of this Services Contract.
3. **WORKERS COMPENSATION** The Contractor must obtain and maintain throughout the term of this Services Contract workers compensation coverage applicable to its employees and the location of the Services Contract.
4. **EXECUTION OF THE WORK** The Contractor shall provide all necessary labour, materials, tools, and equipment to carry out the work, and shall carry out the work in a careful and professional manner and to the satisfaction of the Owner throughout the term of this Services Contract. A failure on the part of the Contractor to complete services and deliverables as agreed to or to the standard required by the Project Manager may cause the Owner to withhold payment and/or terminate this Services Contract. The Owner may review the work at any point during the term, and may, in its sole discretion, withhold payment and/or terminate this Service Contract based on the results of such reviews.
5. **NO ASSIGNMENT** Without the prior written consent of the Owner, which consent will be provided in the Owner's sole discretion, the Contractor shall not assign or sublet this Services Contract or any of the Contractor's rights, benefits or monies accruing hereunder, and any purported assignment without such consent will be void and of no force or effect.
6. **TERMINATION** The Owner may at any time, upon 5 days' notice in writing to the Contractor, suspend or terminate this Services Contract for reasonable causes. The Owner may additionally terminate this Services Contract without cause by giving the Contractor 5 days' written notice of its intention to terminate. The Owner's obligation to make payment to the Contractor will cease when payment for the work satisfactorily performed has been made. Unless otherwise directed by the Owner, the Contractor shall continue the work in good faith until the date of termination.
7. **PROPERTY OF THE OWNER** The Contractor shall be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of this Services Contract, unless and to the extent that such loss or damage is caused or contributed to by the Owner.

FACILITIES The Contractor shall comply with all rules, policies and standards governing access to, and use of, facilities owned or occupied by the Owner and in or

around which the Contractor will be working. The Owner shall provide the Contractor with copies of, or information regarding, applicable rules, policies, and standards applicable to such facilities owned or occupied by the Owner.

8. **PAYMENT** The Contractor shall submit monthly invoices to the Owner. Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 15 days after receipt thereof. As the contract price is not subject to GST/PST, the Contractor's invoice must show the amount claimed for work satisfactorily performed, excluding GST/PST.
9. **INDEMNIFICATION** The Contractor shall indemnify and save harmless the Owner from and against all claims, demands, losses, damages, costs, fees, expenses, actions, and suits that may arise, directly or indirectly, from its performance of this Services Contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its subcontractors and/or any of their agents or employees with respect to this Services Contract.

Appendix A - Proposal form "A"

CONTRACTOR SECTION:

For proposals, a person authorized to sign on behalf of the Contractor must complete and sign the Contractor Section (below), leaving the rest of this page otherwise unaltered, and include the originally signed and completed page with the first copy of the proposal. An electronic signature is deemed to be an original signature and indicates agreement with the below statement. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals ("RFP"), including any addenda. Through submission of this proposal, we agree to all the terms and conditions of the RFP and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative

Printed Name of Authorized Representative

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Title:

Legal Name of Contractor (and Doing Business as Name, if applicable):

Address of Contractor:

Date:

Authorized Representative phone, fax, or email address (if available):
