



**REGIONAL DISTRICT
of Fraser-Fort George**

**Robson Valley Recreation and Community Centres
Snow Clearing Services**

INVITATION TO QUOTE CS-19-09

Closing Date: October 23, 2019 at 2:00 pm



Prepared by:

Regional District of Fraser-Fort George

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>

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INVITATION TO QUOTE

The Regional District of Fraser-Fort George invites written quotations from qualified contractors to provide snow clearing services at the Robson Valley Recreation and Community Centres located at 461 and 441 Columbia Street, McBride, BC. The Contractor will provide all labour, equipment, transportation, materials, supervision and services to complete the work specified herein. The Contract will commence upon execution and terminate on September 30, 2022.

Two (2) complete copies of your quote must be submitted in a sealed package marked:

ITQ CS-19-09 Snow Clearing Services for the Robson Valley Community and Recreation Centres
General Manger of Community Services
Regional District of Fraser-Fort George
1st Floor – 155 George Street
Prince George, BC V2L 1P8

Quotations will be received up to **2:00 p.m. local time, October 23, 2019**. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

Responding bidders must have their name and full mailing address clearly marked on the outside of the envelope, and on the outside of the delivery envelope (if sending by courier or other means of delivery). Quotations must include the completed: Schedule of Prices/Services (page 6) and pages 7, 8, 9 and 10.

Invitation to Quote documents may be obtained on or after September 27, 2019:

- a) in a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
and
- b) in hard copy format from the Robson Valley Recreation Centre, 461 Columbia Street, McBride, BC, between 6:00 a.m. to 8:00 p.m. Monday to Friday, excluding statutory holidays.

Quoted prices must remain in effect for sixty (60) days after the closing date and time.

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

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

Mandatory Site Meeting

A **mandatory site meeting** will be held at **11:00 a.m. on October 9, 2019**, at the Robson Valley Recreation Centre, 461 Columbia St. McBride, B.C. The purpose of the site meeting is for bidders to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the site, to determine specifications, and to have the opportunity to ask questions regarding the work and any other circumstances which may influence their bid. **Bidder submissions received from any bidder who did not attend and remain for the duration of the mandatory site meeting will be rejected.**



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 cost quote, 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 bidding company, 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.

When submitting a quote, the bidder is required to complete, sign, and include with their bid a Conflict of Interest Disclosure Statement on the form provided (page 10).

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 quoted.

Waiver of Claim for Compensation

Except for a claim for the reasonable cost of preparation of a 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 bidding 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.



Errors, Omissions, Clarifications

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**, clarification from the Facilities Manager, Lyle Lewis, llewis@rdffg.bc.ca. 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 Facilities Manager in accordance with this provision.

Any requests for explanations, interpretations, or clarifications made by bidders must be submitted in writing by email to the Facilities Manager no later than, Thursday, October 17, 2019, in order that amendments, if necessary, are available to all bidders in time to be considered for the preparation of their quote.

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's website, <http://www.rdffg.bc.ca/services/financial/procurement>. Information obtained from any source other than the above, is not official and may be inaccurate. **It is the sole responsibility of the bidder to determine if addendums have been posted and to download them.** All addenda and/or amendments become part of the ITQ documents and **must be signed** by the bidder and attached to their quote.

Evaluation Methodology

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

(a) Compliance with ITQ requirements	5%
(b) Qualifications of the Contractor to perform the work of the Contract (including trade tickets, current driver's abstract, listing of experience, references, etc.)	35%
(c) Price	60%
TOTAL	100%



SCOPE OF WORK

The successful bidder (the “Contractor”) will provide, at their expense and pay for and supply the necessary labour, equipment, transportation, materials, supervision, and services 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 piling of snow into assigned snow storage areas. Snow storage areas will be assigned by the Facilities Manager or their designate.

At times to be determined by the Facilities Manager or their delegate, removal of snow from the snow storage areas at the site will be required. The Contractor may elect to use their own equipment or to sub-contract this work. Bidder to specify the price of snow removal from the site on the Schedule of Prices/Services, page 7. Price to be per 10 yd³ dump truck load or equivalent (not including tax).

- 1.1 The Contractor will exercise good public relations while fulfilling its responsibilities under the contract and will ensure that its employees do the same.
- 1.2 The Contractor will ensure that workers have sufficient knowledge, skill, and experience to properly and safely perform the work.
- 1.3 The Contractor must work in conjunction with the Facilities Manager or their delegate. All works must be done to the approval of the Regional District.
- 1.4 The Contractor will not interfere with the day-to-day operations of the facility while completing the work required.
- 1.5 The Contractor will commence snow clearing activities when the accumulation of snow is 10cm or more, between 11:00 p.m. and 5:00 a.m. Snow clearing works should be completed between 11:00 p.m. and 5:00 a.m., if conditions allow.
- 1.6 The Contractor will be responsible and make good on any damages occurring to any private property or Regional District property as a result of snow clearing activities of the Contractor.
- 1.7 The Contractor will ensure that their work does not impede existing surface water drainage unless otherwise directed by the Regional District.
- 1.8 Rubber tired wheel loader equipment, pickup trucks and skid steer loaders will be considered for the purpose of this project. The machine will be equipped with a working multi-directional blade that allows the operator to direct the movement of snow off the blade.
- 1.9 No steel track loaders will be allowed on any of the paved surfaces at the facility, rubber tracked vehicles only. Chains on truck tires are permitted.
- 1.10 The Contractor will not undertake storage, maintenance or servicing of equipment at the facility without the prior approval of the Regional District.
- 1.11 The Regional District accepts no responsibility for damage, vandalism, or theft of any of the Contractor’s equipment while at the facility.
- 1.12 The Contractor will provide phone numbers, which Regional District staff can contact or leave a message for request of snow clearing services.
- 1.13 The Contractor will respond to Regional District snow removal request within two (2) hours of call out. If responding to a message left by Regional District staff, the Contractor will contact the facility to confirm receipt of the message and provide an estimated time of arrival at the site.



BIDDER CHECKLIST

Before submitting your quotation, check the following points:

- Was the mandatory site meeting attended?
- Has the Schedule of Prices been completed?
- Has the Tax Information form been completed?
- Has the List of Contractors Personnel been completed?
- Has the List of Sub-Contractors been completed?
- Has Contractor's Experience in Similar Work been completed?
- Has the Conflict of Interest Disclosure Statement been completed?
- Are all amendments and/or addenda, if any, included and signed?
- Have you included two (2) complete copies of your quote?
- Is the quote enclosed in a **sealed** envelope?
- Are both the envelope containing the quote and the delivery envelope (if sending by courier or other means of delivery) labelled fully?

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

Ensure that the quote is in a **sealed** envelope clearly marked on the outside with:

- Attention: General Manager of Community Services
Regional District of Fraser-Fort George
1st Floor, 155 George Street
Prince George BC V2L 1P8
- Invitation to Quote CS-19-09
Robson Valley Recreation and Community Centres
Snow Clearing Services
- Bidder's name, address and contact information.



SCHEDULE OF PRICES/SERVICES

To provide snow clearing services for the Robson Valley Recreation and Community Centres under the direction of the Facilities Manager.

Price per hour, to provide all work, services, and assurances required under Invitation to Quote CS-19-09 (GST not included). \$ _____

Price of Equipment per Hour (GST not included)

Please list the equipment and the price per hour (GST not included) for equipment required to complete all other works that are not included on the Schedule of Prices under this ITQ:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____

Snow Removal from the assigned area at the Site on an as required basis when Facilities manager or their delegate requests the service.

Price per 10 yd³ dump truck load or equivalent (GST not included): \$ _____

Contract to commence upon execution (fall of 2019), Contract termination September 30, 2021.

WorkSafeBC Registration Number: _____

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

Are you a GST, as applicable, Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

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

- Supplier qualifies as a small supplier under Section 148 of the legislation
- Other: Specify _____



LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications



LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-contractors employed by them will be as listed below and further agrees that no changes or additions will be made to this list without the written approval of the Regional District.

Name of Sub-Contractor	Address of Sub-Contractor	Work to Be Performed by Sub-Contractor



CONTRACTOR'S EXPERIENCE IN SIMILAR WORK

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



CONFLICT OF INTEREST DISCLOSURE STATEMENT

**Invitation to Quote CS-19-09
Robson Valley Recreation and Community Centres
Snow Clearing Services**

Bidder's Name: _____

The respondent to the Invitation to Quote, 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 statement 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



SAMPLE CONTRACT AGREEMENT

**CS-19-09
Robson Valley Recreation and Community Centres
Snow Clearing Services**

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")

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

1. The Contractor will:
 - (a) provide, at their expense and pay for all necessary labour, equipment, transportation, 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 the project entitled "CS-19-09 – Robson Valley Recreation and Community Centres Snow Clearing Services";
 - (b) commence to actively proceed with the Work of the Contract in the fall/winter of 2019 once the Contract has been executed; and
 - (c) continue with the Work of the Contract until termination on September 30, 2021.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. This Invitation to Quote, including the Schedule of Prices, Tax Information, List of Contractor's Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, completed Conflict of Interest Disclosure Statement, General Conditions, all amendments and addenda, and the Contractor's quote are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in 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 Section 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. 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 Community Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at _____ *address inserted here* _____, BC

General Manager of Community Services
The Regional District of Fraser-Fort George
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

General Manager of Community Services

Date

SIGNED ON BEHALF OF
THE CONTRACTOR

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)



GENERAL CONDITIONS

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1. DEFINITION OF TERMS

“Contract Documents” or “Contract” means and includes the complete and completed set of all documents, specifications, scope of work and addenda incorporated therein, as listed in the Table of Contents.

“Contractor” means the successful bidder who enters into the Contract Agreement.

“Equipment” means anything and everything, except persons, used by the Contractor in performance of the Work and except material as defined herein.

“Facility” or “Facilities” means the Robson Valley Recreation Centre and the Robson Valley Community Centre, buildings and property.

“Facilities Manager” means the Facilities Manager of the Robson Valley Recreation and Community Centres for the Regional District of Fraser-Fort George or their authorized representative as designated by the Facilities Manager to the Contractor.

“General Manager” means the General Manager of Community Services for the Regional District of Fraser-Fort George or their authorized representative as designated by the General Manager to the Contractor.

“Regional District” means the Regional District of Fraser-Fort George.

“ITQ” means this Invitation to Quote document.

“Site” means the Robson Valley Recreation Centre at 461 Columbia Street, McBride, BC and the Robson Valley Community Centre at 441 Columbia Street, McBride, BC, buildings and property.

“Sub-Contractor” means any person, firm, or corporation approved by the Regional District having a contract for the execution of part, or parts of, the Work included in this Contract but does not include one who supplies material.

“Supply” or “Provide” means supply and pay for and/or to provide and pay for.

“Vehicle” means a motorized carrier and/or trailer, as defined in the Motor Vehicle Act of British Columbia.

“Work” or “Works” means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all necessary labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in the Contract Documents or as directed by the Regional District and all incidental Work to complete the project.

This Contract is not a contract of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.



3. LOCAL CONDITIONS

The Contractor 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 of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. 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 Regional District. 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 Regional District and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract.

5. CONTRACTOR'S PERSONNEL

All 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 Regional District, 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 wilfully negligent 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.

The Contractor will:

- provide and keep current the Regional District with a list of staff performing the Work, including contact phone number(s), and proposed work schedule(s),
- ensure that staff have full knowledge of the operating requirements of the Contract, and
- ensure that staff have the ability to immediately contact the Regional District if any problems should arise.

6. ASSIGNMENT OF CONTRACT

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 assignment to a bank of the payments to be received hereunder.

7. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

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 Article 12, 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.



8. CONTRACTOR'S TERMINATION OF CONTRACT

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.

9. SUB-CONTRACTORS

The Regional District will accept quotes where the bidder proposes to have sub-contractors provide some of the services so long as the bidder is the lead entity and has sole responsibility to perform the work and deliver the services under the Contract. The Regional District will enter into a contract with the Contractor only.

Sub-Contractors will be bound by all the terms and conditions of this ITQ and resulting Contract with the Contractor, including, but not limited to Insurance, Indemnity, Conflict of Interest and Confidentiality.

All Sub-Contractors and the work that they will be performing must be clearly identified in the bidder's quote on the List of Sub-Contractors form. No additional sub-contractors will be added, nor other changes made, without the written consent of the Regional District.

10. OWNERSHIP

The 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:

- a) remain the exclusive property of the Regional District, and
- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Regional District by the Contractor, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

11. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

The Regional District shall have and retain full authority to inspect the Work of the Contract 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.

12. PERMIT AND REGULATIONS

The Contractor will, at their own expense, 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.

If the Contractor shall discover any provision in the Contract that is contrary to or inconsistent with any laws or regulations, the Contractor will notify the General Manager in writing.



13. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their employees, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Facility Manager or their designate.

In the event that the Regional District identifies damage to its facility arising from actions of the contractor, the procedure will be as follows:

- a. The Regional District will notify the Contractor of damages to be repaired.
- b. The Contractor will have twenty-four (24) hours to acknowledge the damage reported by the Regional District.
- c. The Regional District will repair the facilities to the manufacturer's specifications, and deduct the cost of the repair from payment to the Contractor.

14. CHANGES IN THE 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 in writing was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Regional District and the Contractor.

15. PAYMENT

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Regional District an itemized invoice, showing all taxes separately, along with all the required records detailing the Works completed for the identified period.

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month and the Contractor will accept such as full payment and reimbursement as aforesaid. No payment will be made for materials supplied by the Regional District.

16. TAXES

Federal and Provincial laws state that taxes be paid on all goods and services. If the Contractor does not qualify as a small supplier then the Contractor is required to identify the GST on all invoices and the Regional District is liable to pay this amount to the Contractor.



17. 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:

- a) where the Contractor is not performing the Work satisfactorily;
- b) where any defective or faulty Work has not been remedied;
- c) 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;
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work;
- e) where the Regional District has corrected a deficiency under Article 11.

18. INSURANCE

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

1. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$3,000,000.
3. Non-owned Automobile Liability insurance in an amount not less than \$3,000,000.
4. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

19. INDEMNITY

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



20. DURATION OF CONTRACT

The Work is to commence upon execution of the Contract for the fall/winter of 2019 and will terminate September 30, 2022. An annual performance review by the Facilities Manager will take place following each snow removal season.

21. WORKSAFEBC

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

Prior to the execution of the Contract and undertaking any of the work, the Contractor will provide a clearance letter from WorkSafeBC to the Regional District showing the Contractor as active and in good standing with WorkSafeBC. The Contractor must 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 September 1st for each year of the contract.

22. CONFIDENTIALITY

The Contractor will treat as confidential and will not, without the prior written consent of the Regional District, publish, release or disclose, or permit to be published, released or disclosed, either before, or after the expiration or sooner termination of this Contract, any information supplied to, obtained by, or which comes to the 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 fulfill their obligations under this Contract.

23. OWNERSHIP OF PROPOSALS 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 bidder should clearly identify any information that is considered to be confidential or proprietary 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*.

24. RIGHTS OF WAIVER

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

25. SEVERABILITY

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