



**REGIONAL DISTRICT
of Fraser-Fort George**

**INVITATION TO QUOTE
CS-21-01**

**AS AND WHEN
ENGINEERING SERVICES**



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1.0 PURPOSE

The Regional District of Fraser-Fort George (Regional District) invites written quotations from qualified engineering firms to provide engineering services as described in this Invitation to Quote (ITQ). The intent is to have an engineering firm provide professional services for Regional District – Community Services at pre-established rates on an “as and when required” basis for Community Services infrastructure projects.

2.0 BACKGROUND

Regional District of Fraser-Fort George – Community Services, manages numerous infrastructure projects which from time to time require general engineering services to assist Regional District staff with project design and procurement. Preference will be given to companies who can provide inhouse expertise in a variety of disciplines including but not limited to civil, architectural, mechanical, and geotechnical. Please outline what services your firm can provide and what services would be sub-contracted out, in the required Letter of Introduction.

Community Services facilities include community halls, fire halls and other public safety structures. Projects may include but are not limited to, assessment, repair, renovation, and/or construction work. Facilities are located within the Regional District of Fraser-Fort George boundaries.

In general, engineering services will be valued at between \$0 to \$25,000 for each project undertaken. *Projects where engineering services are reasonably expected to exceed a cost of \$25,000, will be required to go to a competitive bid process in compliance with the Regional District purchasing policy.*

3.0 SCOPE

Over the past two years there were approximately twenty “as and when required” engineering projects for Community Services. The number of projects from past years is to provide some context only and is not to be construed as an accurate forecast of the number of projects anticipated to take place in future years since the needs of Community Services change from year to year.

Services required may include some or all, but are not limited to:

- a) Architectural Design:
 - i. Assist Regional District staff with site determination if/as applicable
 - ii. Drafting
 - iii. Provision of construction drawings
 - iv. Provision of equipment/machinery schematics
 - v. Provision of as-built drawings
- b) Project Competitive Bid Document Assistance (*must comply with Regional District Procurement Policy and any other Regional District policy that applies to the project*):
 - i. Assist Regional District staff with determining project Scope of Work and Specifications
 - ii. Assist Regional District staff with bid scoring matrix design appropriate to project
 - iii. Pre-bid site meeting attendance
 - iv. Assist Regional District staff with addendum questions and inquiries as applicable (Regional District staff prepare and release addendums)
 - v. Assist Regional District staff with bid evaluation for project as required
 - vi. Assist Regional District staff with drafting project Contract or Canadian Construction Documents Committee (CCDC) documents as appropriate
- c) Construction Engineering
 - i. Attend pre-project planning meeting with Regional District staff and successful project bidder
 - ii. Construction supervision
 - iii. Assist Regional District staff with project management schedule
 - iv. Site supervision and/or management (i.e. mechanical systems installation, environmental monitoring)



- d) Structural assessments with accompanying reports
 - i. For the purposes of determining if suitable for habitation
 - ii. For the purposes of asset management
 - iii. For the purposes of hazard identification
- e) In all cases engineering firm to provide status reports in hard copy and in agreed upon electronic file format, with frequency to be determined by the Regional District.

The Regional District makes no guarantee of the value or volume of work to be assigned to the successful bidder. The agreement to be negotiated with the selected bidder will not be an exclusive contract for the provision of the described services. The Regional District may contract with others for goods and services the same as or similar to the services described herein or may obtain such services internally.

4.0 INVITATION TO QUOTE

4.1 Format

Submissions should be concise, contain a table of contents and be sequentially numbered.

Bidders must provide the following with their submission:

- a) Letter of Introduction describing:
 - i. firm experience, specialities and capabilities;
 - ii. employee expertise and experience;
 - iii. services provided inhouse and services sub-contracted; and
 - iv. any other relevant information that the bidder wishes to provide.
- b) Rate schedule showing the hourly billable rates by position and/or job classification and including any supplemental charges that may be invoiced, i.e. mark up or administrative fees for subcontractors used. Rates quoted will remain in effect for the duration of the contract.
- c) A written description of engineering projects of similar nature to those described in the Scope (minimum 3):
 - i. project occurred within the last five (5) years;
 - ii. describe the scope, scale, complexity and owner benefits;
 - iii. preference for projects where the bidder was working with local government;
 - iv. projects where the engineering consulting cost was in the range of \$0 to \$25,000; and
 - v. must include contact information for the owner: name, phone number, email address.
- d) Appendix A – completed and signed Conflict of Interest Disclosure Statement.

4.2 Documents

Invitation to Quote CS-21-01 documents may be obtained on, or after February 18, 2021:

- 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 www.bcbid.gov.bc.ca;

All subsequent information regarding ITQ CS-21-01, 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. Upon submission of their quote, the bidder will be deemed conclusively to have been in possession of a full set of the ITQ CS-21-01 documents.



4.3 Closing Date and Time

Submissions to ITQ CS-21-01 will be received until **2:00 p.m. local time, March 15, 2021**, to the attention of the General Manager of Financial Services, 3rd Floor, 155 George Street, Prince George, BC V2L 1P8. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

4.4 Submission Delivery Method

Submissions to ITQ CS-21-01 may be delivered to the Regional District office by mail, drop off, courier or by email. Submissions submitted by fax will NOT be accepted.

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-21-01
ENGINEERING SERVICES
- c) Responding organization's name and address.

For **email** submissions:

- d) Email the completed submission to:
General Manager of Financial Services
purchasing@rdffg.bc.ca
- e) In the email subject line put **RDFFG CS-21-01** and your **Contractor/Business Name**.
- f) 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.
- g) 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 4.4 (d) will not be accepted.
- h) Maximum file size able to be received by the Regional District is 35 MB.

4.5 Inquiries/Clarifications

Inquiries relating to this ITQ must be made by email and be directed to:

Cindy Paton, Community Services Leader
Regional District of Fraser-Fort George

Email: communityservices@rdffg.bc.ca

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 Cindy Paton, communityservices@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 in accordance with this provision.

Any requests for explanations, interpretations, or clarifications made by bidders must be submitted in writing by email no later than March 5, 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 www.rdffg.bc.ca and BC Bid, www.bcbid@gov.bc.ca. **It is the sole responsibility of the bidder to check for addendums.**

5.0 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, accept the quote deemed most favourable in the interests of the Regional District, or cancel the ITQ process at any time. The lowest cost bid, 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 bids 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 quote, 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 ITQ submission a Conflict of Interest Disclosure Statement (Appendix A).

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 or service similar to that being bid.

6.0 WAIVER OF CLAIM 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 ITQ 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 submission does not conform to the requirements of this ITQ.



7.0 QUOTE EVALUATION

All quotes will be initially evaluated by the Regional District to assess the qualifications and capabilities of the bidder to meet the minimum standards specified in this ITQ.

The quote evaluation through to bidder selection will be based on the following process as deemed appropriate by the Regional District:

1. Initial quote evaluation by the Regional District.
2. Follow up question(s) from the Regional District to bidder(s). (Optional at discretion of the Regional District.)
3. Quote scoring by the Regional District as per ITQ criteria and Section 7.5 Evaluation Criteria.

7.1 Initial Bidder Selection Process

As a result of the initial written quote evaluation, the Regional District may, at its sole discretion, request oral presentations and enter into detailed discussions with initially selected bidders prior to preparing a short-list of qualified bidders.

The Regional District may, at its sole discretion, prepare a “short-list” of bidders which initially appear to have the necessary qualifications, based solely on the information contained in the written quotes and/or additional information that may be obtained by the Regional District. The Regional District will be under no obligation to obtain additional clarification from any bidders(s) prior to preparing an initial “short-list” or before entering into detailed discussions, or negotiations, with any bidder.

7.2 Selected Bidder Negotiations

The Regional District, at its sole discretion, reserves the right to enter into contract negotiations with a selected bidder, or bidders, based only on the evaluation of the written quote(s), and/or an evaluation of the combination of the written quotes, oral presentations, and/or detailed discussions.

The Regional District reserves the right to enter into negotiations with any bidder without requiring any other bidders to make a presentation or to enter into detailed discussions with the Regional District.

7.3 Termination of Negotiations and/or ITQ Process

The Regional District reserves the right to terminate contract negotiations with any bidder, and to enter into contract negotiations with any other bidder(s) if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected bidder will not be satisfactorily completed in the best interests of the Regional District.

The Regional District may, at its sole discretion, reject any or all quotes at any time throughout the quote evaluation, bidder selection, or contract negotiation process.

7.4 Non-Compliance with ITQ Specifications

Unless explicitly stated in a quote, all quotes are assumed by the Regional District to be in full compliance with the ITQ specifications without exception.

All items in the quote that are **not** in full compliance, or that vary from the specific ITQ specifications, must be clearly identified in the quote as non-compliant and/or variant, and must include specific reference to the relevant section in the ITQ and the precise nature of the variance or non-compliance.

Non-compliance or variances with the specific ITQ specifications will not necessarily result in rejection of a quote. The acceptance or rejection of all non-compliant items, and/or variances to the ITQ specifications, must be at the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter into detailed discussions, or negotiations with the bidder.



7.5 Evaluation Criteria:

Bidder's alignment with Regional District Strategic Priorities 2019-2023 available at the following link under the heading "General" http://www.rdffg.bc.ca/documents-resources/reports	20%
Firm and team experience and references	40%
Price	40%
Total	100%

8.0 CONTRACT

8.1 Award of Contract

The Award of Contract is anticipated to be made **Thursday, April 22, 2021**. All bidders will be advised in writing of the final results of the ITQ evaluation process.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

8.2 Form of Contract

The Contract will be in the form of:

- the complete CS-21-01 ITQ document, including appendices, and any amendments or addenda;
- Contractor's quote submission; and
- a Contract Agreement similar to the sample provided in Appendix B of this ITQ.

9.0 CONFIDENTIALITY 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 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.

The Contract resulting from this ITQ process 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 before, or after the expiration or sooner termination of this Contract, without the prior written consent of the General Manager of Community Services, or other Regional District staff (as required) publish, release or disclose or permit to be published, released or disclosed, 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 fulfil their obligations under this Contract, or by the laws of British Columbia.

Some projects involving sensitive Public Safety information may require the Contractor to complete a Non-Disclosure Agreement.



10.0 OWNERSHIP

All materials produced by the Contractor for the Regional District including, but not limited to records, reports, drawings, as built drawings, and manuals, to fulfill this Contract will be provided in hard copy as well as in an agreed upon electronic file format and will become and remain the exclusive property of the Regional District without restriction.

Any materials provided by the Regional District to the Contractor as a result of this Contract will remain the exclusive property of the Regional District and 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.

11.0 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 reasonable legal costs, hereafter referred to as "claims") arising from the Contractor's negligence, errors or omissions, 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, 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.

12.0 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 licensed in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except Professional Liability and automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and required 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:

- a) 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.
- b) Professional Liability in an amount not less than \$2,000,000 inclusive per claim.
- c) Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - i. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - ii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.
- d) Additional insurance requirements may be requested depending on the project assigned. Any such enhanced requirement will be negotiated before the Contractor commences work on a project.



The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements.

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

13.0 SERVICE SPECIFICATIONS

13.1 Start and Duration of Contract

The Contract becomes effective upon execution by both parties and will remain in force until midnight April 30, 2023. The Contract may be extended for two additional one-year terms with the mutual agreement of both Parties. Should the contract be extended, the parties may choose to amend the contract rate, however, rate increases will not exceed the CPI as published in January of the year of the extension term.

13.2 Notice

The Regional District will endeavor to provide a minimum of two weeks written notice to the Contractor that engineering services will be required for a specific project. Upon receiving written notification by email, the Contractor will acknowledge receipt by email to the Regional District within 24 hours. The Community Services Manager and the Contractor will define project duration expectations and timelines for the project which will be reflected on the purchase order. The Contractor may begin the engineering project immediately upon receipt of a purchase order but will begin the project no later than two weeks after having been so notified, unless a later date is mutually agreed to by both parties and specified on the purchase order.

Where the Regional District is unable to provide two weeks notice to the Contractor, but the project is not an emergency, the Community Services Manager and the Contractor will mutually agree upon a reasonable timeline which will be so noted on the purchase order.

There may be instances in the case of an emergency situation where the Regional District retains the right to engage engineering services from other than the successful bidder.

13.3 Licenses and Permits

The Contractor shall obtain all licenses, permits, approvals, and insurance required under the laws of the Province of British Columbia with regard to its own activity under this Contract.

13.4 Service Level

The Contractor will exercise good public relations while fulfilling their responsibilities under the Contract and will ensure their employees and sub-Contractors do the same. The Contractor will ensure their employees and sub-Contractors have sufficient knowledge, skill and experience to properly and safely perform the work.

13.5 WorkSafe BC

The Contractor will use due care and take all 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 undertaking any of the work in this Contract, the Contractor will provide their WorkSafeBC number and will keep current all assessments required to be paid in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to the execution of this Contract.



13.6 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, 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 and 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 any milestone dates 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 12 on page 10 of the ITQ. Where, as 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 13.8 on page 12 of the ITQ, as may be agreed by the Contractor. 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 13.10 on page 13 of the ITQ.

13.7 Damage to Existing Property or Facility

In the event of damage to the Regional District's facility or property arising from actions of the Contractor, their employees or sub-Contractors, the procedure will be as follows:

- a) The Contractor will immediately advise the Regional District of any damage to the Regional District's facility or property.
- b) Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
- c) 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.

13.8 Payment

Each project undertaken by the Contractor will not proceed until a purchase order is issued by a Community Services Manager. The purchase order and accompanying scope of work document(s) will lay out the scope of the engineering work required to be done by the Contractor for the project. The purchase order number is to be quoted on the Contractor's invoice to the Regional District.

Following completion of work, the Regional District will pay for work completed to the Regional District's satisfaction based on the rates provided in the Contractor's ITQ submission and the project rate schedule. The Regional District will pay by the thirtieth (30th) day of the month following that for which payment is required, on receipt of an invoice from the Contractor. The Regional District will inspect the work before making payment.

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the project work. The Contractor will proceed with the project 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 for any project unless a "Change Purchase Order" is completed, signed and issued by a Community Services Manager.

No payment will be made for materials supplied by the Regional District.



13.9 Regional District's Right to Correct Deficiencies

The Community Services Manager responsible for the project, or their delegate, may complete periodic inspections of the work. Should any deficiencies be found the Contractor will be notified and receive a written copy of the inspection report.

Upon failure of the Contractor to perform the work in accordance with the specifications of the project purchase order or of this Contract, and after written notice to the Contractor, or without notice if any emergency or danger to the work or public exists, the Regional District may, without prejudice to any other remedy it may have, correct such deficiencies. The cost of the work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

13.10 Provisions for Termination or Suspension of Contract

For unsatisfactorily performed work, the Contractor will, with written notice from the Regional District, have three days to correct deficiencies. If not completed within three days or any other reasonable time agreed upon by the Regional District, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the Contractor. After three such written notices, the Contract will be terminated.

The Regional District will have the right to terminate the Contractor's right to continue with the work of the Contract if, at any time, the Contractor becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Regional District giving notice thereof.

The Regional District shall compensate the Contractor for all Services performed hereunder through to the date of any termination and all-reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor prior to the termination of the Contract, will be provided to the Regional District within ten (10) business days of the termination date.

14.0 **DISPUTE RESOLUTION**

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.



APPENDIX A – CONFLICT OF INTEREST DISCLOSURE STATEMENT

**Invitation to Quote CS-21-01
Engineering Services**

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 – SAMPLE CONTRACT

**INVITATION TO QUOTE CS-21-01
ENGINEERING 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:

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 provide engineering services to the Regional District on “as-and-when-required” terms, based on CS-21-01 Engineering Services Contract.
2. The Invitation to Quote, all appendices, amendments, and addenda, and the bidder’s quote submission, 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.
3. 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 contracts, covenants and agreements on which any rights against the Regional District may be founded.
4. Subject to Section 3, 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.
5. A waiver of any breach 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.



- 6. 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.
- 7. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to *Contact Title, Company Name* 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 courier as follows:

*Company Contact
Company Name
Address*

General Manager of Community Services
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**

Art Kaehn
Chair

Date

Karla Jensen
GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
THE CONTRACTOR

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)

