



**REGIONAL DISTRICT  
of Fraser-Fort George**

**INVITATION TO QUOTE DS-22-02**

**VEHICLE REMOVAL, STORAGE & DISPOSAL SERVICES**



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Regional District of Fraser-Fort George  
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<http://www.rdffg.bc.ca>

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## 1.0 OBJECTIVE

To obtain a set hourly rate for a 2-year fee for services agreement for the provision of vehicle removal, storage and disposal services to remediate properties within the Regional District which are subject to enforcement actions or court orders imposed under the authority of various enactments, including, but not limited to, the Regional District's *Unsanitary Premises Regulation Bylaw No. 3194 (Unsanitary Premises Regulation Bylaw)*.

## 2.0 BACKGROUND

Regional District of Fraser-Fort George – Development Services – Bylaw Enforcement manages multiple investigations related to properties within the Regional District which are in contravention of various enactments, including, but not limited to the Regional District's *Unsanitary Premises Regulation Bylaw*. Some of these investigations result in court proceedings, or other enforcement actions, where the Regional District is granted legal authority to enter the non-compliant properties and take steps to remediate them and bring them into compliance. This remediation work may involve the removal, storage and disposal of vehicles.

In general, this clean-up work will be valued at between \$0 to \$25,000 for each project undertaken. *Projects where vehicle removal, storage and disposal 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 Procurement of Goods and Services policy.*

## 3.0 SCOPE

The intent is to have a contractor provide professional services for Regional District – Development Services – Bylaw Enforcement at pre-established rates, on an “as and when required” basis to remove, store and dispose of vehicles from selected properties. Services required may include, but are not limited to, the following:

- a. Towing and/or hauling vehicles off properties. Some vehicles may be in a damaged and/or non-operational state, including vehicles which may be missing wheels.
- b. Transporting the removed vehicles to either a suitable and lawful disposal facility for immediate disposal or, if so directed by the Regional District, transporting the removed vehicles to a suitable and lawful storage facility.
- c. Depending on the circumstances, the Regional District may direct that the removed vehicles be immediately disposed of, or that some vehicles be stored for a time to allow the vehicle owner an opportunity to reclaim it. Stored vehicles will only be released to vehicle owners after they have reimbursed the Regional District for the costs of removal, transportation and storage. Vehicles which are not reclaimed by the vehicle owner within the time period set by the Regional District will then be sold or transported to a suitable and lawful facility for lawful disposal.
- d. The contractor must have a lawful storage facility that can store vehicles for at least 60 days, if directed by the Regional District. The storage facility must be secure and fully enclosed by a fence or wall to prevent unauthorized access.

In all cases the contractor is to provide status reports in hard copy, and in agreed upon electronic file format, with frequency to be determined by the Regional District.

The contractor shall provide, at their own expense, all licenses, permits, approvals and insurance required under the laws of the Province of British Columbia with regard to its own activity under the contract for services.

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 DEFINITIONS

“Addenda” or “Addendum”	means	all additional information regarding this ITQ including amendments to the ITQ.
“BC Bid”	means	the BC Bid website located at <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> .
“Board”	means	the Board of the Regional District.
“Bylaw Enforcement Officer”	means	a Bylaw Enforcement Officer of the Regional District.
“Closing Location”	means	includes the location or email address for submissions indicated on the cover page of this ITQ, as applicable.
“Closing Time”	means	the closing time and date for this ITQ as set out on the cover page of this ITQ.
“Contract”	means	the final agreement that comprises a completed set of the Proponent’s ITQ submission, this ITQ and all documents, specifications, and addenda incorporated therein.
“Contractor”	means	the successful Proponent to the ITQ who enters into a Contract with the Regional District.
“Invitation to Quote” or “ITQ”	means	the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits as may be modified in writing from time to time by the Regional District by Addenda.
“must”	means	a requirement that must be met in order for the Quote to receive consideration.
“Project Manager”	means	the Regional District’s representative.
“Proponent”	means	an individual or firm that submits, or intends to submit, a proposal response to this Invitation to Quote.
“Quote”	means	a submission in response to this Invitation to Quote.
“Regional District” or “RDFFG”	means	the Regional District of Fraser-Fort George.
“should” or “may”	means	a requirement having a significant degree of importance to the objective of the Invitation to Quote, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Quote.
“Vehicle Removal, Storage and Disposal Services”	means	any work needed to be performed including removal of vehicles from properties, transportation of vehicles, storage of vehicles at a suitable and lawful facility and/or lawful disposal.

## 5.0 INVITATION TO QUOTE

### 5.1 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, specialties, and capabilities;
  - ii. employee expertise and experience;
  - iii. firm's facilities (storage facilities and/or disposal facilities) and equipment;
  - iv. services provided inhouse and services sub-contracted; and
  - v. any other relevant information that the bidder wishes to provide.
- b) Appendix A – A completed and signed Conflict of Interest Disclosure Statement.
- c) Appendix B – A written description of remediation projects of similar nature to those described in the Scope (minimum 3):
  - i. projects 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 remediation cost was in the range of \$0 to \$25,000; and
  - v. must include contact information for the client: name, phone number, email address.
- d) Appendix C - Schedule of rates for the use of labour, facilities and equipment showing the hourly billable rates by position and/or job classification and/or facility type 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.

### 5.2 Documents

Invitation to Quote **DS-22-02** documents may be obtained on, or after **March 9<sup>th</sup>, 2022**:

- a) in a PDF (public document format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca);
- b) on the BC Bid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- c) in a hard copy from the Regional District Service Centre, 155 George Street, Prince George BC between 8:00am and 4:30pm, Monday to Friday excluding statutory holidays.

All subsequent information regarding **ITQ DS-22-02**, 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 DS-22-02** documents.

The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a quote pertaining to this ITQ. The accuracy and completeness of the quote is the proponent's responsibility. Should errors be discovered, they will be corrected by the proponent at their expense.



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 favorable in the interests of the Regional District. The lowest, or any quote, will not necessarily be awarded. The Regional District will employ best value procurement standards.

### **5.3 Closing Date and Time**

Submissions to **ITQ DS-22-02** will be received until **2:00 p.m. local time, March 29<sup>th</sup>, 2022** to the attention of the General Manager of Financial Services, 3<sup>rd</sup> 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.

### **5.4 Submission Delivery Method**

Submissions to **ITQ DS-22-02** 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  
3<sup>rd</sup> Floor 155 George Street  
Prince George, BC V2L 1P8
- b) REGIONAL DISTRICT OF FRASER-FORT  
GEORGE INVITATION TO QUOTE DS-22-02  
VEHICLE REMOVAL, STORAGE AND DISPOSAL 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](mailto:purchasing@rdffg.bc.ca)
- e) In the email subject line put **RDFFG DS-22-02** 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 5.4 (d) will not be accepted.
- h) Maximum file size able to be received by the Regional District is 35 MB.

### **5.5 Inquiries/Clarifications**

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

Debbie Kopp– Bylaw Enforcement Officer  
Regional District of Fraser-Fort George

Email: [bylaw@rdffg.bc.ca](mailto:bylaw@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 Debbie Kopp, [bylaw@rdffg.bc.ca](mailto:bylaw@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 24<sup>nd</sup>, 2022**, 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](http://www.rdffg.bc.ca) and BC Bid, [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca). **It is the sole responsibility of the bidder to check for addendums.**

## **6.0 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 favorable 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.

## **7.0 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





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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.

## **8.0 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 8.5 Evaluation Criteria.

### **8.1 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.

### **8.2 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.

### **8.3 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.



**8.4** 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.

**8.5** Evaluation Criteria:

Firm and team experience and references	10%
Facilities and equipment available	25%
Price	65%
<b>Total</b>	<b>100%</b>

## 9.0 CONTRACT

### 9.1 Award of Contract

The Award of Contract is anticipated to be made **April 5<sup>th</sup>, 2022**. 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.

### 9.2 Form of Contract

The Contract will be in the form of:

- the complete **DS-22-02 ITQ** document, including appendices, and any amendments or addenda;
- Contractor's quote submission; and
- a Contract Agreement similar to the sample provided in Appendix D of this ITQ.

## 10.0 CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the contractor will treat as confidential and will not, without prior written consent of the Regional District, 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 obligation 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.

## 11.0 OWNERSHIP AND FREEDOM OF INFORMATION

Quotations 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 submission should clearly identify any information that is considered to be confidential or propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, drawings, schematics, and reports are to be provided in hard copy and electronic file format (format mutually agreed upon by the parties to the contract) and will become the exclusive property of the Regional District.

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

## 12.0 INDEMNITY

Notwithstanding the compliance of the contractor with all the clauses concerning insurance, the contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs, hereafter referred to as "claims"), including any such claims brought by a third party against the Regional District for personal or bodily injury, including death, or for property damage, that arise out of or are connected with or caused by the negligence, breach of contract, or other error or omission in the performance of the work, on the part of the contractor and its

directors, officers, employees, agents and sub-contractors. If the Regional District pays, or is required to pay, any claims, or if the property of the Regional District is charged or encumbered by any liens, judgments or other charges as a result of any claims, then the Regional District shall be entitled to recover from the contractor all damages, costs, fees or other charges incurred by the Regional District in satisfying such claims together with any costs or expenses incurred in so doing. The contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

### 13.0 INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers 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. The Regional District is to be added as additional insured.
- b. 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 \$5,000,000 per occurrence.
  - ii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

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.

### 14.0 SERVICE SPECIFICATIONS

#### 14.1 Start and Duration of Contract

The Contract becomes effective upon execution by both parties and will remain in force for a two-year period. The Contract may be extended for an additional one-year term 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 BC CPI as published in January of the year of the extension term.

#### **14.2 Notice**

The Regional District will endeavor to provide a minimum of two weeks written notice to the Contractor that vehicle removal, storage and disposal 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 Bylaw Enforcement Officer 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 remediation 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 Bylaw Enforcement Officer 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 vehicle removal, storage and disposal services from other than the successful bidder.

#### **14.3 Adverse Conditions**

The Contractor will examine a property prior to commencing the provision of vehicle removal, storage and disposal services on or to the property and immediately report adverse conditions – which may include, but are not necessarily limited to, the presence or behaviour of persons or animals on the property – to the Bylaw Enforcement Officer. After being notified of such adverse conditions, the Bylaw Enforcement Officer will take appropriate action to reduce the adverse conditions prior to the commencement of work. Commencement of work by the Contractor shall imply the Contractor's acceptance of the existing conditions on the property. No claims for damages or extras resulting from such conditions or defects will be accepted later, except where such conditions could not have been known prior to commencing work.

#### **14.4 Before and After Photos**

The Contractor will take photos before and after performing any vehicle removal, storage and disposal services on or to property and provide these photos to the Bylaw Enforcement Officer.

#### **14.5 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.

#### **14.6 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.

#### **14.7 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.

#### **14.8 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 15 on page 15 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 14.10 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 14.12 on page 15 of the ITQ.

#### **14.9 Damage to Existing Property or Facility**

The Contractor is responsible for all damage to any property outside the scope of the Contract. In the event of damage to any property arising from actions of the Contractor, their employees or sub-Contractors the Contractor will immediately advise the Regional District.

#### **14.10 Payment**

Each project undertaken by the Contractor will not proceed until a purchase order is issued by the Bylaw Enforcement Officer. 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 the Bylaw Enforcement Officer.

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

#### **14.11 Regional District's Right to Correct Deficiencies**

The Bylaw Enforcement Officer, 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.

#### **14.12 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.

### **15.0 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 DS-22-02  
Vehicle Removal, Storage and  
Disposal 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**  
**PROPONENT'S EXPERIENCE IN SIMILAR WORK**

(A minimum of three references)

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



**APPENDIX C**  
**SCHEDULE OF PRICES**

The contract price submitted below reflects the hourly rate for the work as specified in **DS-22-02**.

EQUIPMENT (complete with operator)	MAKE & MODEL	HOURLY RATE		DAILY RATE

FACILITIES AVAILABLE (Storage Yard, Autowrecker, Etc.)	FACILITY OWNED OR SUBCONTRACTED?	RATE PER VEHICLE	MAXIMUM CAPACITY OF FACILITY

PERSONNEL	HOURLY RATE	DAILY RATE

ITEMS OF WORK TO BE SUBCONTRACTED	NAME, ADDRESS AND TELEPHONE OF PROPOSED SUBCONTRACTORS

Are you a GST Registrant?     Yes     No

If YES, Tax Registration Number: \_\_\_\_\_

If NO, please complete the following:

Supplier qualifies as a small supplier under s. 148 of the legislation

WorkSafeBC Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Name of Proponent



\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

**APPENDIX D –  
SAMPLE CONTRACT**

**INVITATION TO QUOTE DS-22-02  
VEHICLE REMOVAL, STORAGE  
AND DISPOSAL SERVICES**

**THIS AGREEMENT** made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**THE 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

(herein called the “REGIONAL DISTRICT”)

**AND:**

**[PROPONENT NAME]**, a company duly incorporated under the laws of British Columbia and having a place of business at  
[PROPONENT ADDRESS LINE 1]  
[PROPONENT ADDRESS LINE 2]

(herein called “SERVICE PROVIDER”)

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. **SCOPE OF SERVICES:** The SERVICE PROVIDER shall provide all equipment, labour, materials, supervision, travel and all things necessary for the provision of vehicle removal, storage and disposal services to remediate properties as described in Invitation to Quote DS-22-02 to the Regional District on “as-and-when-required” terms.
  - 1.1 Invitation-to-Quote DS-22-02, 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 Agreement and will ensure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators and assigns.
  - 1.2 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 Agreement or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements on which any rights against the Regional District may be founded.
  - 1.3 Subject to Section 1.2, this Agreement will supersede all communications, negotiations and agreements, whether written or verbal, made between the parties in respect of matters pertaining to this Agreement prior to the execution and delivery thereof.
2. **DURATION OF SERVICE AGREEMENT:** The duration of the Service Agreement will be from the date upon which all parties have executed the Service Agreement and conclude two years after that date. The Service Agreement may be extended for one additional year by the mutual consent of both parties.



3. **TERM AND TERMINATION:** The term of this Agreement shall commence as of the day and year first written above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The SERVICE PROVIDER or the REGIONAL DISTRICT may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.
4. **NOTICE OF DEFAULT:** If the SERVICE PROVIDER is in default of the performance of any of its material obligations set out in this Agreement, then the REGIONAL DISTRICT may, by written notice to the SERVICE PROVIDER, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the REGIONAL DISTRICT in its sole discretion, have not been taken to correct the default, the REGIONAL DISTRICT without limiting any other right it may have, may immediately terminate this Agreement.
- 4.1 The REGIONAL DISTRICT shall compensate the SERVICE PROVIDER for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the SERVICE PROVIDER in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the SERVICE PROVIDER prior to the termination of the Agreement, will be provided to the REGIONAL DISTRICT within ten (10) business days of the termination date.
5. **SCHEDULE OF PRICES:** The SERVICE PROVIDER will be compensated for its Services. See Schedule Below

<u>SERVICE</u>	<u>AMOUNT (GST EXTRA)</u>

- 5.1 The REGIONAL DISTRICT shall pay to the SERVICE PROVIDER, within thirty (30) days of receipt of an invoice from the SERVICE PROVIDER, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued for the individual site and must be recorded on the invoice from the SERVICE PROVIDER.



- 5.2 Where the REGIONAL DISTRICT has established a milestone date for the performance or completion of certain of the Services, and the SERVICE PROVIDER has not completed the Services in accordance with the milestone date, then the REGIONAL DISTRICT shall not be obligated to pay the SERVICE PROVIDER under this section until the SERVICE PROVIDER has completed the milestone event.
- 5.3 Where the REGIONAL DISTRICT is not satisfied with the Services provided by the SERVICE PROVIDER, the REGIONAL DISTRICT may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the REGIONAL DISTRICT by other persons.
6. **STANDARD OF CARE:** The SERVICE PROVIDER will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the SERVICE PROVIDER's profession currently practicing in the same locality under similar conditions. This includes ensuring that any Qualified Professionals have acquired sufficient knowledge of the work to be completed and are properly qualified to complete such work. All deliverables will include the seal, or equivalent, and signature of the Qualified Professional and include a disclosure statement that the individual(s) is qualified to undertake the work.
7. **INDEPENDENT SERVICE PROVIDER:** The SERVICE PROVIDER shall be fully independent and shall not act as an agent or employee of the REGIONAL DISTRICT. The SERVICE PROVIDER shall be solely responsible for its employees, and any subcontracts the SERVICE PROVIDER lets, and for their compensation, benefits, contributions, and taxes, if any.
8. **INSURANCE:** The SERVICE PROVIDER shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Service Agreement 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 SERVICE PROVIDER) shall be endorsed to show the REGIONAL DISTRICT as additional insured and provide the REGIONAL DISTRICT with thirty (30) days' advance written notice of cancellation or material change. The SERVICE PROVIDER 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 this Service Agreement:
- i. Commercial General Liability (CGL), written on an occurrence based form, 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 Agreement. The REGIONAL DISTRICT is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
 

Prior to execution of the Service Agreement, the SERVICE PROVIDER will supply a Certificate of Insurance demonstrating coverage requirements as listed above.
  - ii. Automobile Liability on all vehicles owned, operated, or licensed in the name of the SERVICE PROVIDER in an amount not less than \$5,000,000 per occurrence.
 

When requested to do so, the successful proponent will supply written documentation to the REGIONAL DISTRICT's satisfaction demonstrating coverage requirements as listed above.
  - iii. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
 

When requested to do so, the SERVICE PROVIDER will supply written documentation to the REGIONAL DISTRICT's satisfaction demonstrating coverage requirements as listed above.
  - iv. Equipment insurance on all equipment owned or rented by the SERVICE PROVIDER to its full insurable value. The SERVICE PROVIDER hereby agrees that the REGIONAL DISTRICT is not



responsible for any costs for loss or repair of equipment used by the SERVICE PROVIDER other than those costs already provided in the Schedule of Prices herein.

The SERVICE PROVIDER shall ensure that all sub-contractors forming from this Service Agreement meet the insurance requirements outlined above.

## **9. WORKERS COMPENSATION**

The SERVICE PROVIDER will ensure that all work performed in British Columbia by the SERVICE PROVIDER is performed in compliance with the British Columbia Workers Compensation Act and regulations and guidelines under this Act. If the SERVICE PROVIDER does not comply with this requirement, the REGIONAL DISTRICT may terminate this Service Agreement for cause without prior notice to the SERVICE PROVIDER.

The SERVICE PROVIDER must be registered and in good standing at all times with WorkSafeBC, or an equivalent Provincial Authority, if required or permitted under the Act and shall maintain such good standing during the term of this contract and any subsequent extensions. It is the responsibility of the SERVICE PROVIDER to determine their registration status. Prior to commencing the project, the SERVICE PROVIDER will be required to supply a Clearance Letter that the SERVICE PROVIDER is in good standing with WorkSafeBC, or an equivalent Provincial Authority. The REGIONAL DISTRICT may request a Clearance Letter at the conclusion of the Project demonstrating the SERVICE PROVIDER has maintained its good standing through the Project period and payments are current.

When requested to do so by the REGIONAL DISTRICT, the SERVICE PROVIDER will provide an Occupational Health & Safety Plan (OHSP) and any supporting procedures and records pertaining to the Work under the Service Agreement.

The SERVICE PROVIDER will maintain an OHSP and ensure that their employees and sub-SERVICE PROVIDERS are well trained and aware of OHSP.

- 10. INDEMNITY:** The SERVICE PROVIDER shall release, indemnify, defend and save harmless the REGIONAL DISTRICT, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the SERVICE PROVIDER's breach of this Agreement or the negligent acts or omissions of the SERVICE PROVIDER or its employees, contractors or agents.
- 11. CHANGES:** The REGIONAL DISTRICT may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the SERVICE PROVIDER's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the REGIONAL DISTRICT shall increase the amount of the service fee payable under section 5 of this Agreement by an amount agreed upon by the SERVICE PROVIDER or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.
- 12. NOTICE:** Any notices related to this Agreement shall be in writing and either mailed, or delivered to the address on Page 1 of this Agreement, or other such addresses that either the REGIONAL DISTRICT or the SERVICE PROVIDER may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.
- 13. FORCE MAJEURE:** If either the SERVICE PROVIDER or the REGIONAL DISTRICT are prevented from performing their obligations under the Agreement, or where the REGIONAL DISTRICT's work in respect of which the SERVICE PROVIDER 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 SERVICE PROVIDER and the REGIONAL DISTRICT under the Agreement shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the REGIONAL DISTRICT shall grant to the SERVICE PROVIDER a time extension for performance of any milestone dates required as part of the Services as may be agreed with the SERVICE PROVIDER or, if the REGIONAL DISTRICT and the SERVICE PROVIDER are unable to reach agreement, as determined by the dispute resolution process under section 16 of this Agreement. Where, as a result of Force Majeure, there is a material increase in the SERVICE PROVIDER'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 SERVICE PROVIDER under section 5 of this Agreement, as may be agreed by the SERVICE PROVIDER, or as determined under section 16 of this Agreement. 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 SERVICE PROVIDER is providing the Services, then the REGIONAL DISTRICT may choose not to proceed with the completion of the Work and may terminate this Agreement. If the REGIONAL DISTRICT terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the SERVICE PROVIDER in accordance with section 4.1 of this Agreement.

- 14. REGIONAL DISTRICT'S RESPONSIBILITIES:** The REGIONAL DISTRICT agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the REGIONAL DISTRICT with the SERVICE PROVIDER.
- 14.1 The REGIONAL DISTRICT shall release, indemnify, defend, and save the SERVICE PROVIDER harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
- i. the REGIONAL DISTRICT's breach of this Agreement;
  - ii. the negligent acts or omissions of the REGIONAL DISTRICT or its employees, contractors, or agents.
- 15. ASSIGNMENT AND SUBCONTRACTING:** This Agreement does not create any right or benefit in anyone other than the REGIONAL DISTRICT and the SERVICE PROVIDER and shall not be assigned by either party without the prior written approval of the other party.
- 16. DISPUTE RESOLUTION:** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the SERVICE PROVIDER and the REGIONAL DISTRICT agree first to try in good faith to settle the dispute by negotiations between senior management of the SERVICE PROVIDER and the REGIONAL DISTRICT. If such negotiations are unsuccessful, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 British Columbia.
- 17. WAIVER OF TERMS AND CONDITIONS:** The failure of either the SERVICE PROVIDER or the REGIONAL DISTRICT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the SERVICE PROVIDER or the REGIONAL DISTRICT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.





- 18. **SEVERABILITY:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
- 19. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
- 20. **ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of the SERVICE PROVIDER and the REGIONAL DISTRICT with respect to the Services and Work to be completed. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The REGIONAL DISTRICT and the SERVICE PROVIDER agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.
- 21. **RELATIONSHIP:** The legal relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT to be that of employee and employer.
- 22. This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

In witness whereof, the REGIONAL DISTRICT and the SERVICE PROVIDER have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

\_\_\_\_\_  
Manager of Inspection Services and Sustainable Practices

**[PROPONENT NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date