



**REGIONAL DISTRICT
of Fraser-Fort George**

INVITATION TO QUOTE CS-21-10

**SNOW CLEARING SERVICES
FOR THE
PUBLIC SAFETY OPERATIONS BUILDING**



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1.0 PURPOSE

The Regional District of Fraser-Fort George (the “Regional District”) invites quotations from qualified contractors to provide snow clearing services at the Public Safety Operations Building (PSOB) located at 2259 Quinn Street, Prince George, BC. The Contractor will provide all labour, materials, supplies and equipment to complete the services specified herein.

2.0 DEFINITIONS AND TERMS

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

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

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

“Facility” or “Facilities” means the Public Safety Operations Building and property.

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

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

“ITQ” means this Invitation to Quote document.

“Site” means the Public Safety Operations Building, 2259 Quinn Street, Prince George, BC.

“Sub-Contractor” means any person, firm, or corporation hired by the Contractor to perform part, or parts of, the Work included in this Contract but does not include one who supplies material.

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

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

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

3.0 SCOPE OF WORK

Contractor will provide and operate heavy equipment. The Contractor will also provide the personnel, supervision, and labour to complete the snow clearing services and any other general service as specified in the Scope of Work contained herein. The work includes removing snow from road surfaces and other identified areas and the piling of snow into designated snow storage areas.

At times, it may be necessary for removal of snow from the snow storage areas at the site. The Contractor may elect to use their own equipment or to sub-contract this work. Bidder to specify the price of snow removal from the site under Price of Equipment per Hour on the Schedule of Prices/Services, page 15.

3.1 The Contractor will, at their expense, pay for and supply all equipment and tools, labour, and materials to complete the works as specified herein.

3.2 The Contractor will not interfere with the day-to-day operations of the facility while completing the work required.



- 3.3 The Contractor will commence snow clearing activities when the accumulation of snow is 10cm or more between 11:00 p.m. and 5:00 a.m. Snow clearing works should be completed between 11:00 p.m. and 5:00 a.m. if conditions allow.
- 3.4 The Contractor will be responsible and make good on any damages occurring to any private property or Regional District property as a result of snow clearing activities of the Contractor.
- 3.5 The Contractor will ensure that their work does not impede existing surface water drainage unless otherwise directed by the Regional District.
- 3.6 Rubber tired wheel loader equipment, pickup trucks and skid steer loaders will be considered for the purpose of this project. The machine will be equipped with a working multi-directional blade that allows the operator to direct the movement of snow off the blade.
- 3.7 No steel track loaders will be allowed on any of the paved surfaces at the facility, rubber tracked vehicles only. Chains on truck tires are permitted.
- 3.8 The Contractor will not undertake storage, maintenance, or servicing of equipment at the facility without the prior approval of the Regional District.
- 3.9 The Regional District accepts no responsibility for damage, vandalism, or theft of any of the Contractor's equipment while at the facility.
- 3.10 The Contractor will provide phone numbers, which Regional District staff can contact or leave a message for request of snow clearing services.
- 3.11 The Contractor will respond to Regional District snow removal request within two (2) hours of call out. If responding to a message left by Regional District staff, the Contractor will contact the facility to confirm receipt of the message and provide an estimated time of arrival at the site.

4.0 GENERAL REQUIREMENTS

- 4.1 The contractor will perform the work according to the Scope of Work, all terms of the ITQ and in compliance with the contract.
- 4.2 The contractor will exercise good public relations while fulfilling its responsibilities under the contract and will ensure that its employees do the same.
- 4.3 The contractor will ensure that workers have sufficient knowledge, skill, and experience to perform the work properly and safely.
- 4.4 Quoted price is to include all transportation and delivery fees, the supply of all necessary equipment and labour to carry out the works.
- 4.5 The contractor must work in conjunction with the Project Manager. All works must be done to the approval of the Regional District.

5.0 QUOTATIONS AND INSTRUCTIONS

5.1 Documents

Invitation to Quote (ITQ) documents may be obtained on, or after October 22, 2021:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca; and
- b) on the *BC Bid*® website at www.bcbid.gov.bc.ca.



All subsequent information regarding ITQ CS-21-10, including 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 and addenda. Upon submission of their quote, the bidder will be deemed conclusively to have been in possession of a full set of the ITQ CS-21-10 documents.

5.2 Mandatory Site Meeting

The meeting is scheduled to start promptly at 10:00 a.m. Wednesday, October 27, 2021 at 2259 Quinn Street, Prince George BC. Submissions from bidders who did not attend the mandatory site meeting will not be considered.

The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to the ITQ. The purpose of this meeting is for bidders to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the Site, to determine specifications and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their bid submission.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding an additional site meeting or providing individuals access to the Site.

5.3 Closing Date and Time

Submissions to ITQ CS-21-10 will be received until **2:00:00 p.m. local time on Wednesday, November 10, 2021**. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

5.4 Submission and Delivery Method

Submissions to ITQ CS-21-10 may be delivered to the Regional District office by mail, drop off, courier or by email. Submissions 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-21-10
SNOW CLEARING SERVICES FOR THE PSOB
- c) Responding organization's name and address.

For **email** submissions:

- a) Email the completed submission to:
General Manager of Financial Services
purchasing@rdffg.bc.ca
- b) In the email subject line put **RDFFG CS-21-10** and bidder's **Business Name**.
- c) For closing purposes, the official time of receipt of the submission is determined by the time of the receipt of the email. Submissions received by email after the closing date and time will not be accepted.



- d) 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 proponent. Submission sent to any email address other than the one identified in Section 5.4 will not be accepted.

To be considered, quotes must be signed by an authorized signatory. By signing the quote, the bidder is bound to the statements made in response to this ITQ. Any quote submission received by the Regional District that is unsigned will be rejected.

5.5 Format

Bidders are asked to respond in a similar manner. The following format and sequence should be followed to provide consistency in responses and ensure each quote receives full and complete consideration.

- a) Bidders will complete pages 15 through 20:
- Schedule of Prices/Services: to be completed and signed
 - Tax Information: to be completed and signed
 - List of Contractor's Personnel
 - List of Sub-Contractors: to include sub-contractor's legal name and the work performed by the sub contractor
 - Contractor's Experience in Similar Work: a minimum of three (3) references, to include a brief description of projects completed within the last five years that are similar in size and scope to this ITQ, together with the corresponding contact names and phone numbers for references checks
- b) Completed and signed Appendix A – Conflict of Interest Disclosure Statement, must be submitted on the form included in this ITQ, no exceptions.
- c) Additional information that the bidder may choose to provide.
- d) Signed addenda, if any, issued for this ITQ.

5.6 Inquiries/Clarifications

Inquires relating to this ITQ must be made by email and be directed to the Project Manager:

Bonnie Seitz, Community Public Safety Assistant
Regional District of Fraser-Fort George
Email: bseitz@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 the Project Manager, bseitz@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 omission in this 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 4:00 p.m. on Tuesday, November 2, 2021**, in order that addenda, if necessary, are available to all bidders in time to be considered for the preparation of their submission.



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 website and BC Bid (Section 5.1). **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 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.

Quotes which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITQ may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration quotes which are non-conforming because they do not contain the content or form required by the ITQ, or for failure to comply with the process for submission set out in this ITQ, whether 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 bidder, 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 quote 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 quote, engaged in a lawsuit against the Regional District in relation to work like that being proposed.

7.0 WAIVER OF CLAIMS 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 quote process, including without limitation, any alleged unfairness in the evaluation of a quote or award of a contract.
- b) a decision by the Regional District not to award a contract to that bidder; or
- c) the Regional District's award of a contract to a bidder whose quote does not conform to the requirements of this ITQ.

8.0 QUOTE EVALUATION

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

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

- a) Initial quote evaluation by the Regional District.



- b) Follow up question(s) from the Regional District to bidder(s). (Optional at discretion of the Regional District).
- c) Quote scoring by the Regional District as per ITQ criteria and Section 8.1 Evaluation Criteria.

8.1 Evaluation Criteria

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to evaluate the Quotes received:

Business References	30%
Suitability	30%
Contract Management Experience	10%
Price	30%
Total	100%

9.0 **CONTRACT**

9.1 Award of Contract

The Award of Contract is anticipated to be made not later than **Thursday, November 18, 2021**. All bidders will be advised in writing of the 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 CS-21-10 ITQ document, including appendices and any addenda;
- Bidder's submission; and
- a Contract Agreement similar to the sample provided in Appendix B of this ITQ.

10.0 **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 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 becomes 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 and 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 Regional District General Manager of Corporate and Legislative Services 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.



11.0 OWNERSHIP

Any materials and any Equipment provided by the Regional District to the Contractor because 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.

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 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.

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 automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and require 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) 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.
- c) Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

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 RIGHTS OF WAIVER

A waiver, or any breach of 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.



15.0 SEVERABILITY

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

16.0 DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement or the Contractor's performance 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.

17.0 SERVICE SPECIFICATIONS

17.1 Start and Duration of Contract

The Work is to commence upon execution of the Contract for the fall/winter of 2021 and will terminate May 31, 2023. An annual performance review by the Project Manager will take place following each snow removal season.

17.2 Permits and Regulations

The Contractor will, at their own expense, procure all other permits, certificates, and licenses required by law for the execution of the Work and will comply with all federal, provincial, and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

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

17.3 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.

17.4 Force Majeure

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, 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, 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 under the Contract 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 16 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 Works 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 17.10 on page 13 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 17.15 on page 14 of the ITQ.

17.5 Local Conditions

The Contractor will, by personal inspection, examination, calculations, or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

17.6 Supervision and Labour

If not performing the Work themselves, the Contractor will keep on the Work, at all times during its progress, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the Regional District and have the authority to act on contractual obligations on behalf of the Contractor.

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

17.7 Contractor's Personnel

All workers must have sufficient knowledge, skill, and experience to perform properly, the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Regional District, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is willfully negligent will, at the written request of the General Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the General Manager.

The Contractor will:

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

17.8 Sub-Contractors

The Sub-Contractors named in the List of Sub-Contractors form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the Regional District. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.



17.9 Damage to Existing Property or Facility

In the event of damage to the Regional District's facility or property arises 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 repair from payment to the Contractor.

17.10 Payment

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Regional District an itemized invoice, showing all taxes separately, along with all the required records detailing the Works completed for the identified period. The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month and the Contractor will accept such as full payment and reimbursement as aforesaid.

17.11 Changes in the Work

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.

17.12 Taxes

Federal and Provincial laws state that taxes be paid on all goods and services. If the Contractor does not qualify as a small supplier under Section 148 of Part IX of the *Excise Tax Act*, then the Contractor is required to identify the taxes (GST as applicable) on all invoices and the Regional District is liable to pay this amount to the Contractor.

17.13 Payment Withheld or Deducted

The Regional District may withhold, suspend, or deduct the whole or part of any payment to the Contractor to the extent necessary to protect themselves from loss on account of one or more of the following:

- a) where the Contractor is not performing the Work satisfactorily.
- b) where any defective or faulty Work has not been remedied.
- c) where there are affidavits of claim of lien, or liens filed against the Site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens.
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the Site or in connection with the Work.
- e) where the Regional District has corrected a deficiency under Section 17.14 on page 14.



17.14 Regional District's Right to Correct Deficiencies

The Regional District shall have and retain full authority to inspect the Work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

17.15 Regional District's Termination of Contract

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Section 14, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

17.16 Contractor's Termination of Contract

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.



SCHEDULE OF PRICES/SERVICES

To provide snow clearing services for the Public Safety Operations Building under the direction of the Project Manager.

Price per hour, to provide all work, services and assurances required under
Invitation to Quote CS-21-10 (GST not included)

\$ _____

Price of Equipment per Hour (GST not included)

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

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

**Snow removal from the assigned area to the Site on an as required
basis when Project Manager or their designate requests the service.
Price per 10 yd³ dump truck load or equivalent (GST not included):**

\$ _____

WorkSafeBC Registration Number: _____

Authorized Signatory Signature

Business Name

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date



TAX INFORMATION

GOODS AND SERVICES TAX as applicable

The following must be completed:

Supplier:

NAME

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE NUMBER

FAX NUMBER

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

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

☐ Contractor qualifies as a small supplier under Section 148 of Part IX of the *Excise Tax Act*

☐ Other: Specify _____

SIGNATURE OF AUTHORIZED PERSON

PRINT NAME

TITLE

DATE



LIST OF CONTRACTOR'S PERSONNEL

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

Name of Employee	Employee's Experience / Qualifications



LIST OF SUB-CONTRACTORS

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

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



CONTRACTOR'S EXPERIENCE IN SIMILAR WORK

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



APPENDIX A – CONFLICT OF INTEREST DISCLOSURE STATEMENT

**ITQ CS-21-10
Snow Clearing Services for the Public Safety Operations Building**

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of, or in conjunction with, the Bidder on this procurement process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived, or potential conflict of interest regarding this procurement process as a result of:

State reasons(s) for Conflict of Interest:

By signing below, I certify that all statement made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Representing: Company Name

Signature of Person Making Disclosure

Date Signed



APPENDIX B – SAMPLE CONTRACT

**ITQ CS-21-10
Snow Clearing Services for the Public Safety Operations Building**

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local government incorporate 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 NAME

a company duly incorporated under the laws of British Columbia and having a place of business at:
address
address

(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:
 - a) provide at their expense, all necessary materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the Contract Documents for the project entitled “CS-21-10 – Snow Clearing Services for the Public Safety Operations Building”, and
 - b) commence to actively proceed with the Work of the Contract in the fall/winter of 2021, contract terminating May 31, 2023.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Complete CS-21-10 Invitation for Quote document, including appendices and any addenda, Bidder's submission and any information that the Contractor provides are incorporated herein, to the intent and purpose as though recited in full, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators and assigns.



4. The Contractor, by signing this Contract and completing Appendix A – Conflict of Interest Disclosure Statement, further affirms that no conflict of interest exists or prevents their entering into this Contract.
5. In the event of a dispute between the Regional District and the Contractor, this Contract will be governed by, and will be construed and interpreted in accordance with, all the laws of the Province of British Columbia.
6. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.
7. 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.
8. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to *Contractor Contact Title, Contractor Company Name* or to the General Manager of Community Services of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

Contractor Contact Name
Contractor Company Name
Address
Address

General Manager of Community Services
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
9. The Contractor will not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received.
10. This Contract is not an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.
11. Where it is beyond control of the Contractor to meet the delivery date as stipulated herein, the Contractor must immediately notify the Regional District in writing. Subject to the Force Majeure (Section 17.4 on page 11) provisions of this Contract, it shall be at the Regional District's sole discretion to extend the delivery date or waive any part of clause of this Contract.



IN WITNESS WHEREOF the parties have duly executed this Contract.

SIGNED ON BEHALF OF THE
REGIONAL DISTRICT OF FRASER-FORT GEORGE

Chief Administrative Officer

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONTRACTOR

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)



APPENDIX C – SITE PLAN

