



**REGIONAL DISTRICT
of Fraser-Fort George**

INVITATION TO TENDER CS-23-02

**BEAR LAKE
MAINTENANCE CONTRACTOR SERVICES**

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1.0 INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George (Regional District) invites written tenders from qualified contractors for Bear Lake Maintenance Contractor Services for the period of June 1, 2023 to May 31, 2024. The Regional District's objective is to award a contract to the successful tenderer who can demonstrate the ability to provide high quality maintenance services for Regional District community buildings and properties located at Bear Lake, BC.

1.1 Tender Documents

Tender documents may be obtained on, or after Wednesday, April 12, 2023.

- a) In a PDF (public document format) file format from the Regional District's website <http://www.rdffg.bc.ca/services/financial/procurement>;
- b) On the BCBid® website at www.bcbid.gov.bc.ca;
- c) In hard copy format from the Bear Lake Community Commission office, 353 Grizzly Avenue, Bear Lake, BC between 9:00 a.m. and 1:00 p.m., Monday, Wednesday, Friday, excluding statutory holidays and office closures.

All subsequent information regarding this Invitation to Tender (ITT), including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the respondent to ascertain that they have received a full set of ITT documents. Upon submission of their tender, the tenderer will be deemed conclusively to have been in possession of a full set of ITT documents.

Inquiries relating to this tender must be directed to:

Cindy Paton, Community Services Leader
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959
Email: cpaton@rdffg.bc.ca

1.2 Tender Submissions

Tender submissions may be delivered to the Regional District office by mail, drop off, courier or by email. Tenders submitted by fax or not in the original Regional District format will **NOT** be accepted.

Tenderers will complete pages 10 through 17. To be considered, tenders must be signed by an authorized signatory of the tenderer. By signing the tender, the tenderer is bound to comply with statements made in response to this ITT. Any tender submission received by the Regional District that is unsigned will be rejected.

Tenders not submitted in strict accordance with these instructions or not complying with the requirements of this ITT may be rejected.

The Regional District will not be responsible for any costs incurred by tenderers as a result of the preparation or submission of a tender pertaining to this ITT. The accuracy and completeness of the tender is the tenderer's responsibility. If errors are discovered, they will be corrected by the tenderer at their expense.

For delivery of tender submission by mail, drop off or courier:

Tenders must be enclosed in a sealed envelope with the following information written on the outside of the delivery envelope:

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. REGIONAL DISTRICT OF FRASER-FORT GEORGE
BEAR LAKE MAINTENANCE CONTRACTOR SERVICES
INVITATION TO TENDER CS-23-02
3. Responding person or organization's name and address.

For email submissions:

- a) Email the complete tender submission to the Regional District's General Manager of Financial Services: purchasing@rdffg.bc.ca. Tender submissions sent to any email address other than the one identified in this paragraph will not be accepted.
- b) In the email subject line put RDFFG CS-23-02 and your Contractor/Business Name.
- c) For closing purposes, the official time of receipt of the tender submission is determined by the time of receipt of the email. Tenders received by email after the closing date and time will not be accepted.
- d) The responsibility for submitting a response to this ITT to the correct email address on or before the closing date and time will be solely and strictly the responsibility of the tenderer
- e) Maximum file size able to be received by the Regional District is 35 MB.

1.3 Closing Date and Opening of Tenders

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd Floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Wednesday, April 26, 2023. There will not be a public opening for ITT CS-23-02. Any tender received after the closing date and time will be considered disqualified.

1.4 Regional District's Right to Reject Tender

The Regional District reserves the right, in its sole discretion, to waive informalities in tenders, reject any and all tenders, or accept the tender deemed most favourable in the interests of the Regional District. The lowest cost tendered, or any tender, will not necessarily be awarded.

Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion reject or retain for its consideration tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest on the part of a tenderer. Without limitation, the Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders, or owners of the tenderer, 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 tender submitted by a tenderer 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 tender, the tenderer is required to complete, sign, and include with their tender a Conflict-of-Interest Disclosure Statement (Appendix A).

The Regional District reserves the right to reject any tender submitted by a tenderer that is, or whose principals are, at the time of bidding, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

1.5 Waiver of Claim for Compensation

Except for a claim for the reasonable cost of preparation of its tender, by submitting a tender, each tenderer 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 tender process, including without limitation, any alleged unfairness in the evaluation of a tender or award of a Contract.
- b) a decision by the Regional District not to award a Contract to that tenderer; or
- c) the Regional District's award of a Contract to a tenderer whose tender does not conform to the requirements of this ITT.

1.6 Errors, Omissions, Clarifications

Tenderers finding discrepancies, errors, or omissions in this ITT, or requiring clarification on the meaning or intent of any part herein, should immediately request in written form, by email, clarification from Cindy Paton, cpaton@rdffg.bc.ca.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District's website and BC Bid (see Clause 1.1 on page 3). **It is the sole responsibility of the tenderer to check for addendums.**

Addenda and amendments issued during the time of quoting will be signed by the tenderer and included with the tender and will become a part of the tender documents.

The Regional District will not accept responsibility for any damages, costs or expenses incurred by a tenderer in reliance on oral instructions. Any work done in preparation of a tender after discovery of discrepancies, errors, or omissions in the ITT will be done at the tenderer's risk unless the discrepancy, error, or omission is reported to the Community Services Leader in accordance with this provision.

Any requests for explanations, interpretations, or clarifications made by tenderers must be submitted in written form, by email, by 2:00 p.m. on Wednesday, April 19, 2023, in order that amendments, if necessary, are available to all tenderers in time to be considered for the preparation of their tender.

1.7 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, tenderers and the contractor awarded the contract that results from this ITT 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 their knowledge as a result of this ITT process and resulting contract, except insofar as such publication, release or disclosure is necessary to enable the them to fulfill their obligation under the ITT process and resulting contract, or by the laws of British Columbia.

1.8 Ownership of Tenders and Freedom of Information

Tenders 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 ITT. Each tender should clearly identify any information that is considered to be confidential or propriety information. Tenderers are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

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

1.9 Indemnity

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

2.0 **TENDER FORMAT**

Tenderers are asked to respond utilizing the following format and sequence of their tender in order to provide consistency in tenders and to ensure each tender receives full and complete consideration.

a) Tenderers will complete pages 10 through 17:

- Tender Form: to be completed, signed, and witnessed.
- Schedule of Prices to include: Tendered Sum; WorkSafeBC Registration Number; authorized person's name; authorized person's title; and signature of the authorized person.
- Tax Information to include: Contractor name; address; telephone number; email address; GST information; signature of the authorized person.
- List of Contractor's Personnel: a list of personnel employed by the tenderer.

- List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor.
 - Contractor's Experience in Similar Work: a minimum of three (3) references are required, to include a brief description of projects similar in size and scope to this ITT, together with the corresponding contact names and phone numbers for reference checks.
- b) Completed Appendix A – Conflict of Interest Disclosure Statement.
- c) Tender submission to include a current driver's abstract.
- d) **All amendments and addenda, if any, issued for this ITT. Each amendment and addenda must be signed by the tenderer and included with the tender and will form part of the tender documents.**
- e) Additional information that the tenderer may choose to provide.

3.0 TENDER EVALUATION

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract, (the "Contract"). Tenders should be clear, concise, and complete.

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

a) Qualifications of the Contractor to perform the work of the Contract (including current driver's abstract, listing of experience, references, etc.)	40%
b) Price	60%
TOTAL	100%

Where tender prices are the same, the Regional District will consider the tenderer's experience in similar work beyond the minimum standards established in this ITT.

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process.

4.0 CONTRACT

4.1 Form of Contract

The form of Contract will be similar to the sample contract in Appendix B and will include this ITT, the Tender Form, Schedule of Prices, Tax Information, List of Contractor' Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, completed Appendix A – Conflict of Interest Disclosure Statement, all appendices, amendments, and addenda, and the tenderer's submission.

4.2 Examination of Tender and Contract Documents

The contractor will satisfy themselves as to the practicability of executing the work in accordance with the contract, and they will be held to have satisfied themselves in every particular before making up their tender by inquiry, measurement, calculation, and inspection of the site (the "Site").

The contractor will be deemed to have satisfied themselves as to the sufficiency of the tender for the work and the Total Contract Price stated in the Schedule of Prices. The Total Contract Price will cover all the contractor's obligations under the Contract, and all matters necessary to the proper completion of the work, and will include the supply of all labour, transportation, equipment, materials, supervision, services, taxes, and assessments, together with the contractor's overhead and profit, except where otherwise provided for in the Contract.

4.3 Award of Contract

The Contract is anticipated to be awarded on or before Friday, May 12, 2023. All tenderers will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, delay the date of awarding the contract if deemed appropriate by the Regional District. The tenderer awarded the Contract (the "Contractor"), will have fourteen (14) calendar days to provide the required insurance certificate under Clause 21 on page 25 and proof of WorkSafeBC coverage under Clause 23 on page 26 upon notification that the Regional District has accepted its tender.

TENDERER'S CHECKLIST

Before submitting your tender, check the following points:

- ☐ Has the Tender Form been signed and witnessed?
- ☐ Is the Schedule of Prices completed and signed?
- ☐ Has the Tax Information been completed and signed?
- ☐ Has the List of Contractor's Personnel been completed?
- ☐ Has the List of Sub-Contractors been completed?
- ☐ Has the Contractor's Experience in Similar Work been completed?
- ☐ Has Appendix A – Conflict of Interest Disclosure Statement been completed?
- ☐ Are all amendments and/or addenda, if any, included and signed?
- ☐ Supporting documents attached? (i.e. driver's abstract, etc.)?
- ☐ Is the tender submission complete?
- ☐ Are the documents complete and contained in a **sealed** envelope (unless submitted via email)?

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

TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the ITT, including the appendices and subsequent written amendments or addenda (if any), and having satisfied myself/ourselves as to the sufficiency of the tender, the undersigned agrees to provide all necessary labour, transportation, equipment, materials, supervision and services and all things necessary for maintenance contractor services for community buildings and properties owned by the Regional District and located at Bear Lake, BC in accordance with the attached General Conditions and Operational Specifications.

I/We agree that in consideration of having my/our tender considered for the Tendered sum per month and hourly rate for other duties, as shown on the Schedule of Prices, are open for acceptance for sixty (60) days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the Tendered sum only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the sub-contractor(s) employed will be as listed on the List of Sub-Contractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within fourteen (14) days from the date of the acceptance notice I/we will enter into a Contract for the Tendered sum per month. The form of contract will be similar to the sample contract in Appendix B.

I/We agree that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.



I/We hereby acknowledge receipt and inclusion of the following addenda to the ITT Documents:

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Signed and Delivered by:

Authorized Signatory Signature

Name of Tenderer

Name of Authorized Signatory (Please print)

Address

Title

City, Province, Postal Code

Signed in the presence of:

Signature

Address

Name of Witness (Please print)

City, Province, Postal Code

SCHEDULE OF PRICES

To provide all necessary labour, transportation, equipment, materials, supervision and services and all things necessary for maintenance contractor services for community buildings and properties owned by the Regional District and located at Bear Lake, BC in accordance with the attached General Conditions and Operational Specifications.

1) TENDERED SUM:

- A. Lump sum tendered price per month (GST not included):
Maintenance Contractor Services \$ _____ per month
- B. Rate: Other duties (as applicable) \$ _____ per hour

WorkSafeBC Registration Number: _____

Signature of Authorized Person

Print Name

Title

Date



TAX INFORMATION
GOODS AND SERVICES TAX

The following must be completed:

Contractor: _____
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. Please indicate "Not Applicable" on this page if there are no personnel employed by you working on this contract and include it with your tender submission.

Name of Employee	Employee's Experience / Qualifications



LIST OF SUB-CONTRACTORS

The Contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate "Not Applicable" on this page if sub-contractors are not required and include this page with your tender submission. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with 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

(A minimum of three references)

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



APPENDIX A – CONFLICT OF INTEREST DISCLOSURE STATEMENT

**Invitation to Tender CS-23-02
Bear Lake Maintenance Contractor Services 2023-2024**

Tenderer's Name: _____

The tenderer, including its officers, employees, and any person, sub-contractor or other entity working on behalf of, or in conjunction with, the tenderer 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 tenderer with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reasons(s) for Conflict of Interest:

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

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed

APPENDIX B – SAMPLE CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

CONTRACTOR
and having a place of business at:

(hereinafter called the "Contractor")

OF THE SECOND PART

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

1. The Contractor will:

- (a) provide all necessary labour, transportation, equipment, materials, supervision and services and all things necessary for maintenance contractor services for community buildings and properties owned by the Regional District and located at Bear Lake, BC, and fulfill everything as set forth in and in strict accordance with the Contract Documents for the project entitled "CS-23-02 – Bear Lake Maintenance Contractor Services" from June 1, 2023 to May 31, 2024, and

- (b) commence to actively proceed with the Work of the Contract on June 1, 2023.

- 2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, \$ to be determined (plus applicable taxes) in Canadian funds, at the times specified in the Contract Documents.
- 3. This Invitation to Tender, the Tender Form, Schedule of Prices, Tax Information, List of Contractor's Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, Appendix A – Conflict of Interest Disclosure Statement, General Conditions of Contract, Contract Agreement, Operational Specifications, all appendices, amendments, and addenda, and the tenderer's bid submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
- 4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.



5. Subject to Section 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the Manager of Community Services of the Regional District for whom they are intended, or if sent by registered mail as follows:

The Contractor at: _____
(Address)

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

7. 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, 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. 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 Clause 17 on page 24 of the ITT Agreement, 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 Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Clause 17 on page 24 of the ITT.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

Chief Administrative Officer

Date

General Manager of Corporate and
Legislative Services

Date

SIGNED ON BEHALF OF
THE CONTRACTOR

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)



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1.0 DEFINITION OF TERMS

“Commission” means the Bear Lake Community Commission.

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

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

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

“Facility” or “Facilities” means the buildings and properties owned by the Regional District in the community of Bear Lake.

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

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

“ITT” means this Invitation to Tender document.

“Site” means the community of Bear Lake.

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

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

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

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

2.0 PROOF OF ABILITY

Prospective Contractors will be competent and capable of performing the Work and may be required to provide evidence of previous experience and financial responsibility before the Contract is awarded. It is required that the prospective contractor should have mechanical aptitude and be able to maintain equipment such as the tractor and lawn mower.

3.0 INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all necessary labour, transportation, equipment, materials, supervision and services and all things necessary for maintenance contractor services for community buildings and properties owned by the Regional District and located at Bear Lake, BC, and fulfill everything as set forth in and in strict accordance with the Contract Documents or as directed by the Commission and Regional District and all incidental Work for the project entitled “CS-23-02 – Bear Lake Maintenance Contractor Services” from June 1, 2023 – May 31, 2024.

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

4.0 COMMISSION'S STATUS

The Commission will be the Regional District's representative during the period of the Contract and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facilities in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Commission will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Commission is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary. The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

5.0 REPORTS

The Contractor will, upon the request of the Commission, fully inform the Commission of the Work done and to be done by the Contractor in connection with the provision of the services.

The Contractor will permit the Commission and or the Regional District at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Commission and/or the Regional District, or provided by the Commission and/or the Regional District to the Contractor as a result of this Contract.

6.0 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 Commission. 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 Commission and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work.

7.0 CHARACTER OF WORKERS

All workers and sub-contractors 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, the Commission and Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Commission and/or 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 Community Services 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 Community Services Manager.

8.0 ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9.0 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 Clause 4 on page 22, 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.

10.0 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.

11.0 SUB-CONTRACTORS

- a) The Regional District will accept tenders where the tenderer proposes to have sub-contractors provide some of the services so long as the tenderer is the lead entity and has sole responsibility to deliver the services under the Contract. The Regional District will enter into a contract with the Contractor only.
- b) Sub-contractors will be bound by all the terms and conditions of this ITT and resulting Contract with the Contractor, including, but not limited to Insurance, Indemnity, Conflict of Interest and Confidentiality.
- c) All sub-contractors and the work that they will be performing must be clearly identified in the tenderer's tender submission on the List of Sub-Contractors form. No additional sub-contractors will be added, nor other changes made, without the written consent of the Regional District.
- d) On the List of Sub-Contractors, page 15, please indicate "Not Applicable" if sub-contractors are not required and include page 15 with your tender submission.

12.0 OWNERSHIP

The material produced, received or provided by the Commission and/or the Regional District to the Contractor as a result of this Contract and any Equipment, machinery or other property provided by the Commission or the Regional District to the Contractor as a result of this Contract will:

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

13.0 REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

The Commission and 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.

14.0 PERMIT AND REGULATIONS

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

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

15.0 INJURY OR DAMAGE TO PERSONS OR PROPERTY

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

The Contractor will immediately report any On-Site injury or damage to the Regional District's property to the Regional District.

16.0 CHANGES IN THE WORK

The Commission and the Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Commission and the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change in writing was so ordered. The Regional District will entertain no payment for extra Work or changes in any Contract unless a Change Order form is completed and signed by the Commission, the Regional District, and the Contractor.

17.0 CONTRACT PRICE

The Schedule of Prices must be completed and included in the tender submission. All prices for the work shall be stated in Canadian dollars. Please show the lump sum tendered price per month excluding taxes. The Tendered sum must be open for acceptance for sixty (60) days from the time of tender opening, unless otherwise stated by the Regional District.

18.0 PAYMENT

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Commission an itemized invoice, showing all taxes separately, along with all the required records detailing the Works completed for the identified period. Supporting documentation (checklists, diary, etc.,) shall be submitted to the Commission prior to 3:00 p.m. on the second Tuesday of each month, or they may be delivered to the Commission meeting.

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

19.0 TAXES (GST as applicable)

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.

20.0 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 Clause 13 on page 23.

21.0 INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 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 \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- b) Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$3,000,000 per occurrence.
- c) Non-owned Automobile Liability insurance in an amount not less \$3,000,000 per occurrence.
- d) 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 outlined in Section 21.

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

22.0 DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., June 1, 2023 to midnight, May 31, 2024. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each extension will be for a one (1) year period and the total Contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices at the tendered rates.

23.0 WORKSAFE BC

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work. For the duration of the Contract the Contractor will pay and keep current all assessments required by WorkSafeBC in relation to the Contract amount.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District every six (6) months during the term of the Contract. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their Contract payment and paid to WorkSafeBC on the Contractor's behalf by the Regional District.

Where the Contractor may not be eligible for WorkSafeBC coverage, the Contractor must provide a copy of a letter from WorkSafeBC confirming ineligibility.

24.0 RIGHTS OF WAIVER

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

25.0 SEVERABILITY

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



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1.0 REGULAR DUTIES

The minimum standards for routine maintenance services shall include, **but are not limited** to the following:

1.1 General Services

- check for vandalism and perform general cleanup including litter pickup around all community buildings
- inspect buildings and properties for hazards and ensure signs are not damaged
- landscaping maintenance at Cemetery, Commission, Ambulance Station, and community park including mowing grass, tilling and edging flower beds and tree wells, watering, pruning, and fertilizing at Ambulance Station
- check lighting and remove garbage from Ambulance Station, Commission building, and boulevard garbage can
- general maintenance and repairs in all community buildings and facilities including, but not limited to:
 - o respond immediately to all building and water alarms
 - o furnace, hot water tank, and air conditioner maintenance, including changing filters and cleaning all screens
 - o plumbing fixtures; toilets, sinks, drains, and taps, including unplugging toilets and sinks and replacing or repairing broken or leaking fixtures
 - o replacing light bulbs and fluorescent tubes in all community buildings
 - o keeping facilities entrances, driveways, and parking lots free and clear of snow and ice accumulation and providing and applying pedestrian traction material and de-icing materials as required to maintain user safety and in a manner to allow safe and reasonable access to and from the areas. These facilities, in priority order, are the: Ambulance Station, Commission building, pumphouse, Community Hall, and Cemetery
 - o remove snow from Community Hall front porch roof when in excess of 12 inches (30.5 cm) deep - **a word of caution, no snow is to be blown onto lawns, into any landscaping, or onto the Community Hall decks.**
- maintain fire hydrants clear of snow and weeds, minimum 2 foot (0.61 m) wide swath around hydrant and a 6 foot (1.83 m) wide access path from road to hydrant
- investigate water system problems and any potential problems that may require further investigation and/or possible repairs, and report findings to the Regional District
- turning off/on water service curb stops as directed by the Regional District
- assisting the Regional District in water system maintenance when requested
- perform routine maintenance and simple repairs on equipment such as on the tractor and lawn mower

1.2 Services Performed on a Daily Basis

- inspect the pump-house for inside temperature (must remain above freezing), check for deficiencies, i.e. water leaks or any other abnormal conditions, and report any concerns or deficiencies to the Regional District immediately

1.3 Services Performed on a Weekly Basis (or as directed by the Regional District)

- at pump-house record water meter readings, pump run hours and water reservoir levels
- check lights in pump-house
- inspect water system reservoir from the ground for leaks or other problems
- record Canfor mill water meter readings

1.4 Services Performed on a Monthly Basis

- run portable generator under load (50% $\pm$)
- agitate fire extinguishers

1.5 Services Performed Semi-Annually

- mow baseball fields (June & September or as directed by the Commission)
- clean window exteriors at ambulance station and Commission Building
- test CO2 and smoke detectors

1.6 Other Duties

- the Regional District may, with consent of the Contractor, assign other duties which may include participating in occasional cemetery internments and other duties not identified in Section 1. Regular Duties of the Operational Specifications

2.0 **STANDARDS**

The Contractor agrees to fulfill the responsibilities of the Contract in a professional manner and specifically:

- maintain and perform repair Work to the standards appropriate to the Commission and the Regional District,
- clean up any waste or other materials used in or resulting from the Contractor's maintenance activity,
- schedule Work in an effort to minimize the disruption to users of community property and the general public, and
- maintain good and courteous relations when in contact with the public.

3.0 **EQUIPMENT AND TOOLS**

- 3.1 The Contractor will be responsible to provide all tools, materials, supplies and Equipment as may be required to fulfill the responsibilities of the Contract, except for those specified in Clause 4.1 on page 29 as being provided by the Regional District. Contractor supplied tools will remain the property of the Contractor. The Regional District will not be responsible to repair or replace any tools supplied by the Contractor that are damaged, broken, lost, or stolen.
- 3.2 All Equipment and tools supplied by the Regional District will remain the property of the Regional District and the Contractor will return all tools and Equipment to the Regional District at the completion of the Contract term.
- 3.3 The Contractor shall keep all tools and Equipment supplied by the Regional District maintained and in good working order. Maintenance may include, but is not limited to, changing oil and lubricants, maintaining correct tire pressure and minor repairs. The Regional District will supply all parts for Regional District owned Equipment maintenance and repairs. The Contractor is to keep an accurate logbook for each piece of Regional District owned Equipment.
- 3.4 The Contractor will be responsible for replacing or repairing Regional District tools and Equipment that are lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged tools and Equipment.
- 3.5 The Contractor will immediately report any Equipment or Facility infrastructure breakdown or malfunction.

4.0 **MATERIALS**

- 4.1 The Regional District will pay for parts or materials required for Equipment and building maintenance including, but not limited to: sand, salt, fertilizer, stain, oil, light bulbs and paper towels. It is expected that the Contractor will pick up supplies and parts required for the maintenance contract on their own time, at no cost to the Regional District.

4.2 The Contractor shall not use any tools, Equipment, or materials supplied by the Commission or the Regional District for any purpose other than the upkeep and maintenance of Regional District equipment, buildings, and/or property.

4.3 The Contractor shall not use the supplies or Equipment provided by the Commission or Regional District for personal use.

5.0 CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Commission and the Regional District. The Contractor will:

- provide and keep current the Commission 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 Commission if any problems should arise.

6.0 CONTRACTOR'S STRUCTURES

All structures constructed or temporarily placed at property owned by the Regional District by the Contractor will be subject to prior approval by the Regional District. The Contractor's request for such structures must be made in writing to the Regional District and will include drawings and details of the structure that specify design features and building materials. The Contractor will be responsible for all building permits and associated costs that may be required. The Contractor will remove such structures following completion of the Contract, at their own expense.

7.0 REGIONAL DISTRICT'S FACILITIES

7.1 The Contractor will not use any Regional District Facilities for personal use or for the storage of any of the Contractor's tools, Equipment, or anything else owned by the Contractor unless approved by the Regional District. Should written permission be given to the Contractor, the Regional District accepts no responsibility for damage, vandalism, or theft to any of the Contractor's property.

7.2 The Contractor will immediately call 9-1-1, upon the discovery of any fire, and then notify the Commission and the Regional District of the report to 9-1-1.

7.3 The Contractor will immediately report to the Commission any evidence of fire or acts of theft, vandalism, or damage to the Regional District's Facilities, infrastructure or Equipment.

7.4 The Contractor will be responsible for replacing and repairing any Regional District property that is lost or damaged by the Contractor where the Contractor has been negligent in the care and use of the lost or damaged property.

8.0 SECURITY

8.1 Any keys provided to assist the Contractor in the performance of their duties shall not be copied unless authorized by the Regional District. Such keys shall be returned to the Commission, as the representative of the Regional District, upon expiration or termination of this Contract, or when requested to do so by the Commission or the Regional District. Neither the Contractor, nor any of their workers, shall issue keys for copying or for unsupervised access to any of the Facilities. If the Contractor loses any keys, they will immediately notify the Commission.

8.2 The Contractor will ensure that no unauthorized persons are On-Site at the Facilities during the performance of their Work.



- 8.3 The Contractor will ensure that all gates and buildings and Equipment are secure prior to leaving the Facilities.

9.0 RECORD KEEPING

In connection with the provision of the services the Contractor must keep the following records and documents. These documents will be made available to the Commission and/or the Regional District when requested unless otherwise specified:

- Maintain accurate records as required by the Commission and/or Regional District (sample checklist attached, see Appendix C) and submit the checklist to the Commission on a monthly basis, not later than the second Tuesday of the month following the month in which the services were provided.
- Complete appropriate entries in logbooks, meter records, equipment records, and maintenance records, provided On-Site for such purposes at applicable Facilities as directed.
- Keep a daily diary that will be made available upon request to the Commission and/or the Regional District.

10.0 HAZARDS

The Contractor is responsible to notify the Commission of any perceived potential hazards relating to the Facilities noted while performing the Work.

APPENDIX C – SAMPLE CHECKLIST

Period Covered: _____																ft. _____		to: _____		BEAR LAKE MAINTENANCE CONTRACTOR'S CHECKLIST															
Date: _____																DAILY		10: _____																	
																(below 5 degrees C) ck pump-house temp, deficiencies, water leaks etc.																			
																(above 5 degrees C) ck pump-house temp, deficiencies, water leaks etc.																			
																at pump-house record water meter readings, pump run hrs, water reservoir levels																			
																check lights in pump-house																			
																inspect water system reservoir from the ground for leaks etc.																			
																record Canfor Mill water meter readings		WEEKLY																	
																check for vandalism and do general cleanup/litter pickup around community buildings																			
																inspect buildings for hazards and damage to signs																			
																check lighting and remove garbage fr Ambulance Stn, Commission building																			
																landscaping maint.-Cemetery, Commission, Ambulance Stn, Community Park																			
																run portable generator																		MONTHLY	
																agitate fire extinguishers																			
																Cemetery: inspect fencing, check grounds for vandalism or litter																			
																mow baseball fields		SEMI-ANNUALLY																	
																clean exterior windows at Commission and Ambulance Stn																			
																test CO2 & smoke detectors																			
																ck fire extinguishers certification																		ANNUAL	
																investigate water system problems & report to the Regional District		REGULAR DUTIES - AS REQUIRED																	
																clear hydrants of snow/weeds																			
																check reservoir vent for blockages																			
																water lawns and fertilize flower beds at ambulance stn																			
																respond to building /water alarms																			
																maintain furnaces, h/w tanks, AC, change filters, clean screens																			
																maintain plumbing fixtures																			
																maintain lighting fixtures																			
																prune trees																			
																snow removal at Commission, Ambulance Stn, Community Hall																			
																sanding & salting at Commission, Ambulance Stn, Community Hall																			
																snow removal at access rd to pump-house																			
																snow removal at Cemetery driveway (for interments only)																			
																snow removal at Community Hall front porch roof																			