



**REGIONAL DISTRICT
of Fraser-Fort George**

**Canoe Valley Recreation Centre
Snow Clearing Services**

INVITATION TO QUOTE CS-18-09

Closing Date: October 19, 2018 at 2:00 pm



Prepared by:

Regional District of Fraser-Fort George

155 George Street, Prince George, BC V2L 1P8

Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676

<http://www.rdffg.bc.ca>

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INVITATION TO QUOTE

The Regional District of Fraser-Fort George invites written quotations from qualified contractors to provide snow clearing services at the Canoe Valley Recreation Centre located at 100 Elm Street, Valemount, BC. The Contractor will provide all labour, materials, supplies and equipment to complete the services specified herein. The Contract will commence upon execution and terminate on August 31, 2021.

Quotations will be received until **2:00 p.m. local time, October 19, 2018**, to the attention of the General Manager of Community Services, at 155 George Street, Prince George, BC V2L 1P8. Quotations must include the Schedule of Prices/Services (page 6) and pages 7, 8, 9 and 10. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

Invitation to Quote documents may be obtained on or after October 5, 2018:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays, or
- c) In hard copy format from the Canoe Valley Recreation Centre, 100 Elm Street, Valemount, BC, between 9:00 a.m. to 6:00 p.m. Monday to Friday, excluding statutory holidays.

A **mandatory site meeting** will be held at **10:00 a.m. on Friday, October 12, 2018**, at the Canoe Valley Recreation Centre site. The purpose of the site meeting is for bidders to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the site, to determine specifications, and to have the opportunity to ask questions regarding the work and any other circumstances which may influence their bid. **Bidder submissions received from any bidder who did not attend and remain for the duration of the mandatory site meeting will be rejected.**

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

Quotations will be evaluated on the quoted price and bidder's experience. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

No Contractor shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote (this "ITQ").

Regional District's Right to Reject Quote

The Regional District reserves the right to reject any and all quotes; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in quotes, reject any and all quotes, or accept the quote deemed most favourable in the interests of the Regional District.

No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this ITQ.



In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

If a quote contains a defect or fails in some way to comply with the requirements of the ITQ documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the quote.

The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or 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, unless declared in the bid submission.

By submitting this quote the bidder further confirms that neither the bidder (if an individual person) nor any 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.

The Regional District reserves the right to reject any quote submitted by a bidder 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 quoted.

Evaluation Methodology

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

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

Bidders are advised that if questions, clarifications or issues arise in relation to this ITQ (including Scope of Work), bidders must communicate their request for clarification in writing **by email** to the contact person indicated below:

Lyle Lewis, Facilities Manager
Email Address: llewis@rdffg.bc.ca
Subject: CS-18-09 CVRC Snow Clearing Services

Information obtained from sources other than the above, is not official and may be inaccurate, no responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the bidder's risk. The deadline for questions or requests for clarification is 3:00 p.m. October 15, 2018. All questions received after this deadline will remain unanswered.

Should an addendum and/or amendment be issued as a result of any request for clarification from a bidder, the addendum and/or amendment will be available on the Regional District's website, www.rdffg.bc.ca/services/financial/purchasing. All addenda and/or amendments become part of the ITQ documents and must be signed by the bidder and attached to their quote submission. It is the sole responsibility of the bidder to determine if addendums have been posted and to download them.



SCOPE OF WORK

1. The 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, removal of snow from the snow storage areas at the site will be required. The Contractor may elect to use their own equipment or to sub-contract this work. Bidder to specify the price of snow removal from the site under Price of Equipment per Hour on the Schedule of Prices/Services, page 6.

- 1.1 The Contractor will, at his expense, pay for and supply all equipment and tools, labor and materials to complete the works as specified herein.
- 1.2 The Contractor will not interfere with the day-to-day operations of the facility while completing the work required.
- 1.3 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.
- 1.4 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.
- 1.5 The Contractor will ensure that his work does not impede existing surface water drainage unless otherwise directed by the Regional District.
- 1.6 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.
- 1.7 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.
- 1.8 The Contractor will not undertake storage, maintenance or servicing of equipment at the facility without the prior approval of the Regional District.
- 1.9 The Regional District accepts no responsibility for damage, vandalism, or theft of any of the Contractor's equipment while at the facility.
- 1.10 The Contractor will provide phone numbers, which Regional District staff can contact or leave a message for request of snow clearing services.
- 1.11 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.



General Requirements:

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



BIDDER CHECKLIST

Before submitting your quotation, check the following points:

- Is the Schedule of Prices completed and has it been signed? _____
- Are the following pages included?
 - › Tax Information _____
 - › List of Contractor's Personnel _____
 - › List of Sub-Contractors _____
 - › Contractor's Experience in Similar Work? _____
 - › Any Addendums that were issued (have they been signed)? _____
- Supporting documents attached? (i.e. driver's abstract, etc.) _____
- Are the documents complete and contained in a **sealed** envelope? _____

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

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

- Attention: General Manager of Community Services
Regional District of Fraser-Fort George
1st Floor, 155 George Street
Prince George BC V2L 1P8
- Invitation to Quote CS-18-09
Canoe Valley Recreation Centre
Snow Clearing Services
- Bidder's name, address and contact information.



SCHEDULE OF PRICES/SERVICES

To provide snow clearing services for the Canoe Valley Recreation Centre under the direction of the Facilities Manager.

Price per hour, to provide all work, services, and assurances required under Invitation to Quote CS-18-09 (GST not included).

\$ _____

Price of Equipment per Hour

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

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. Snow Removal from Site \$ _____

Commence to actively proceed with the Work of the Contract in the fall/winter of 2018.

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, as applicable, Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

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

Supplier qualifies as a small supplier under Section 148 of the legislation

Other: Specify _____

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



SAMPLE CONTRACT AGREEMENT

**CS-18-09
Canoe Valley Recreation Centre
Snow Clearing Services**

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

1. The Contractor will:
 - (a) provide 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-18-09 – Canoe Valley Recreation Centre Snow Clearing Services", and
 - (b) commence to actively proceed with the Work of the Contract in the fall/winter of 2018, contract terminating August 31, 2021.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices, List of Contractor's Personnel, List of Sub-Contractors, Contractor's Experience in Similar Work, General Conditions of Contract, Contractor's bid submission, all addenda 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.



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1. DEFINITION OF TERMS

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

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

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

“Facility” or “Facilities” means the Canoe Valley Recreation Centre building and property.

“Facilities Manager” means the Facilities Manager of the Canoe Valley Recreation Centre building for the Regional District of Fraser-Fort George or their authorized representative as designated by the Facilities Manager to the Contractor.

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

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

“ITQ” means this Invitation to Quote document.

“Site” means the community of Canoe Valley Recreation Centre (CVRC) in Valemount, BC.

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

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

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

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

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Contract Documents or as directed by the Regional District and all incidental Work to complete the project.

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



3. LOCAL CONDITIONS

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

4. SUPERVISION AND LABOUR

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

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

5. CONTRACTOR'S PERSONNEL

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

The Contractor will:

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

6. ASSIGNMENT OF CONTRACT

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

7. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Article 12, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.



8. CONTRACTOR'S TERMINATION OF CONTRACT

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

9. SUB-CONTRACTORS

The 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.

10. OWNERSHIP

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

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

11. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

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

12. PERMIT AND REGULATIONS

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

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



13. INJURY OR DAMAGE TO PERSONS OR PROPERTY

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

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

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

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

14. CHANGES IN THE WORK

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

15. PAYMENT

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

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

16. TAXES (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 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. PAYMENT WITHHELD OR DEDUCTED

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

- a) where the Contractor is not performing the Work satisfactorily;
- b) where any defective or faulty Work has not been remedied;
- c) where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work;
- e) where the Regional District has corrected a deficiency under Article 11.

18. INSURANCE

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

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

19. DURATION OF CONTRACT

The Work is to commence upon execution of the Contract for the fall/winter of 2018 and will terminate August 31, 2021. An annual performance review by the Facilities Manager will take place following each snow removal season.



20. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Contract amount. Where the Contractor is delinquent in WorkSafeBC assessments or coverage, the outstanding assessment may be deducted from their payment and paid to WorkSafeBC.

The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to September 1st for each year of the contract.

Where the contractor may not be eligible for WCB coverage, the contractor should provide a copy of a letter from WorkSafeBC confirming ineligibility.

21. CONFIDENTIALITY

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

22. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Quotes will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITQ. Each bidder should clearly identify any information that is considered to be confidential or proprietary information. Bidders are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

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

23. 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.

24. 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.