



**REGIONAL DISTRICT  
of Fraser-Fort George**

**REQUEST FOR PROPOSALS FS-20-02**

**ICBC FLEET INSURANCE**





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**REQUEST FOR PROPOSALS – ICBC FLEET INSURANCE  
FOR THE REGIONAL DISTRICT OF FRASER-FORT GEORGE**

**RFP NUMBER: FS-20-02    Issue Date: September 1, 2020**

**1.0 RFP DOCUMENTS**

RFP documents may be obtained on, or after the Issue Date as follows:

- a) in a PDF (public document format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca); or
- b) on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

All subsequent information regarding this RFP, including amendments, Addenda and answers to questions will also be available as above.

**Acknowledgement Letter**

Upon receipt of this RFP, a potential Proponent should complete and sign the Acknowledgement Letter at Appendix "B", and email the signed Acknowledgement Letter to Chris Calder, Project Manager at [chris.calder@rdffg.bc.ca](mailto:chris.calder@rdffg.bc.ca). A Proponent who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

**Any Proponent who does not submit the Acknowledgement Letter will not be sent any amendments, Addenda, or answers to questions and may be disqualified.**

**2.0 DELIVERY OF PROPOSALS AND CLOSING DATE**

The Regional District will accept Proposals submitted by email or by delivery directly to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on **September 23, 2020**.

Proposals submitted by fax will **NOT** be accepted. Any Proposal received after the closing date and time will be considered disqualified and will be returned to the Proponent.

Submissions must be directly delivered to the Regional District in either:

- Email format with the Proposal attached to the email in a PDF, or equivalent, format and emailed to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). The subject line should read "**FS-20-02 – ICBC Fleet Insurance – "Insert Proponent Name"**"; or
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent, format; or
- Hard copy format, including three (3) complete Proposal copies.

If submitting in a mail format (USB or hard copy), Proponents should submit in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):



1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street, Prince George, BC V2L 1P8
2. Request for Proposals  
FS-20-02 – ICBC Fleet Insurance
3. Responding Proponent’s name and address.

**3.0 PROPONENTS MEETING**

There will be no proponent’s meeting for this RFP.

**Questions relating to this RFP must be emailed directly to the Project Manager:**

**Chris Calder, CPA, CA**  
General Manager of Financial Services  
[chris.calder@rdffg.bc.ca](mailto:chris.calder@rdffg.bc.ca)

**4.0 SUMMARY OF OPPORTUNITY**

The Regional District of Fraser-Fort George is seeking to award a Contract to an Agency who can demonstrate the ability to supply and deliver annual ICBC Fleet Insurance, for the years 2021 to 2025 inclusive, that meet or exceed the specifications contained within this RFP.

Further details as to the scope of this opportunity and the requirements can be found in Appendix “C” – Scope of Work of this RFP.

**5.0 RFP PROCESS RULES**

**5.1 Definitions**

“Addenda” or “Addendum”	means	all additional information regarding this RFP including amendments to this RFP.
“Agency”	means	the successful Proponent to this RFP who enters into a Contract with the Regional District.
“BC Bid”	means	the BC Bid website located at <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> .
“Board”	means	the Board of the Regional District.
“Closing Location”	means	the location or email address for submissions indicated on page 4 of this RFP, as applicable.
“Closing Time”	means	the closing time and date for this RFP as set out on page 3 of this RFP.
“Contract”	means	the final agreement that comprises a completed set of the Proponent’s RFP submission, this RFP and all documents, specifications and Addenda incorporated therein.
“must”	means	a requirement that must be met in order for the Proposal to receive consideration.



“Project Manager”	means	the Regional District’s representative.
“Proponent”	means	an individual or firm that submits, or intends to submit, a proposal response to this RFP.
“Proposal”	means	a submission in response to this RFP.
“RD Representative”	means	the Regional District contact for ICBC renewal.
“Regional District” or “RDFFG”	means	the Regional District of Fraser-Fort George.
“Request for Proposals” or “RFP”	means	the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits as may be modified in writing from time to time by the Regional District by Addenda.
“should” or “may”	means	a requirement having a significant degree of importance to the objective of the request for Proposals, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.

## 5.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in this RFP, including those that follow and that are included in all appendices and any Addenda.

## 5.3 Submission of Proposal

Proposals must be submitted before the Closing Time using one of the submission methods set out in Section 2.0 of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

## 5.4 Errors, Omissions, Clarifications

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

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request clarification from the Project Manager, by email to [chris.calder@rdffg.bc.ca](mailto:chris.calder@rdffg.bc.ca).

All requests for clarification or inquiries must be made by 5:00 p.m. on September 16, 2020 in order that Addendum(s), if necessary, are issued in time for all Proponents to complete their Proposal submission and have it delivered to the Regional District office prior to the Closing Time on the submission date.

If the Regional District, in the Regional District’s sole discretion, determines that a clarification, addition, deletion, or revision of this RFP 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.

**It is the sole responsibility of the Proponent to check for Addendums.**



#### 5.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Regional District at the Closing Location will prevail whether accurate or not.

#### 5.6 Changes to Proposals

By submitting written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

#### 5.7 Conflict of Interest

When submitting a Proposal, the Proponent must complete, sign and include with their Proposal a Conflict of Interest Disclosure Statement (Appendix "F").

The Regional District may reject a Proposal based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Proposal where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or
- b. in the case of a Proposal submitted by a Proponent who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

#### 5.8 Rejection of Proposal

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favourable in the interests of the Regional District. The lowest price, or any Proposal, will not necessarily be awarded.

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

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best value proposal. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional





District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest price Proposal; and
- f. cancel or reissue this RFP without any changes.

Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

#### 5.9 Liability for Errors

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

Proponents acknowledge that the Regional District, in the preparation of this RFP, supply of oral or written information to Proponents, review of Proposals or the carrying out of the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

#### 5.10 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise breached or fundamentally breached the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

#### 5.11 Ownership of Proposals and Freedom of information

Proposals 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 RFP. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.



All documents, including Proposals, submitted to the Regional District become the property of the Regional District.

The Proponents acknowledge that certain details of the Proposals could be discussed at an open meeting of the Board.

#### 5.12 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Proponents as a result of this RFP except insofar as such publication, release or disclosure is required by the laws of British Columbia.

### 6.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in responses and to ensure each Proposal receives full and complete consideration. All pages should be consecutively numbered.

- a. Title page, including RFP number and title, Proponent's name and address, telephone number, email address, and contact representative.
- b. One-page letter of introduction **SIGNED** by the authorized signatory of the Proponent.
- c. Table of contents including page numbers.
- d. A summary of the key features of the Proposal.
- e. Completed Appendix "A", List of Sub-Contractors.
- f. Completed and signed Appendix "D", Schedule of Prices (All Proponents should use this form).
- g. Completed and signed Appendix "F", Conflict of Interest Disclosure Statement.
- h. Three (3) references that may be contacted for purposes of confirming your company's experience.
- i. **All amendments and Addenda, if any, issued for this RFP. Each amendment and Addenda should be signed by the Proponent and should be included with the Proposal and will form part of the Proposal and Contract.**





## **7.0 PROPOSAL EVALUATION**

### **7.1 Proposal Evaluation**

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in this RFP. Proposals will be assessed by a committee formed by the Regional District.

### **7.2 Selected Proponent Negotiations**

The Regional District, in its sole discretion, may enter into contract negotiations with a selected Proponent, or Proponents, based only on the evaluation of the written Proposal(s), and/or an evaluation of the combination of the written Proposals and/or detailed discussions.

The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

### **7.3 Termination of Negotiations and/or RFP Process**

The Regional District may terminate contract negotiations with any Proponent and enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, in its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

### **7.4 Compliance with RFP Requirements**

All terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal.

All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should include specific reference to the relevant section in this RFP and the precise nature of the variance or non-compliance. Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a Proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, will be in the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter detailed discussions, or negotiations with the Proponent(s).

## **8.0 SELECTION AND EVALUATION**

### **8.1 Selection Criteria**

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to select a Proponent. The list of criteria is not in any particular order of priority. The Regional District, in its sole judgment, will base the selection of a successful Proponent on a combination of the criteria.



8.2 Evaluation Criteria

<b>FS-20-02 – ICBC FLEET INSURANCE</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
Proposal quality and clarity	10
Ability to meet Regional District timelines	30
Experience with fleet insurance	30
Proposed all-inclusive fees	30
<b>Total</b>	<b>100</b>

Additional information regarding the evaluation criteria is as follows:

- a) Ability to meet Regional District timelines:
  - i. The Proposal should demonstrate a clear and coherent understanding of the Regional District’s requirements and needs.
  - ii. Indicate that you are able to meet the Regional District’s timelines as outlined in Appendix “C”.
  - iii. Indicate that you are able to supply documents in the format as outlined in Appendix “C”.
- b) Experience with Fleet Insurance:
  - i. Provide overview of Agency’s history and current leadership team.
  - ii. Provide details of Agency’s fleet experience with clients of similar size and complexity.
  - iii. Provide information on how the Agency ensures their staff is up-to-date with ICBC issues and private insurance, if applicable.
- c) Proposed All-Inclusive Fees
  - i. Upon receipt of the signed Acknowledgement Letter (Appendix B), the Regional District will provide, in Excel format, a listing of all Regional District vehicles and trailers requiring ICBC insurance that number approximately 114.

The listing includes the following information:

- Plate #
- Reg #
- VIN #
- Make
- Model
- Decl Value
- Inspection Decal
- Inspection Exp Date
- GVW
- TPL
- Collision Ded
- Comp/Sp per Ded
- RC
- Territory
- YR
- Unit Number



- ii. Provide proposed insurance cost for listing of vehicles received for January 1, 2021 to December 31, 2021. Since insurance rates are set by ICBC and therefore out of your control, please note your pricing assumption when providing a quote (ie. 10% increase over 2020 rates).
- iii. The Regional District will consider private insurance for the collision and comprehensive portion of coverage if there would be savings in doing so.
- iv. Determine annually if RDFFG qualifies for the ICBC Retrospective Rating Program refund. If the RDFFG does qualify, provide an estimate of the applicable refund.

## **9.0 CONTRACT**

### **9.1 Form of Contract**

The form of contract will be similar in form to the sample contract shown in Appendix “E”, subject to negotiation between the Regional District and the Proponent and will include this RFP, List of Sub-Contractors, Schedule of Prices, Conflict of Interest Disclosure Statement, all appendices, amendments and Addenda, as well as the successful Proponent’s submission.

### **9.2 Notification**

Approval of a Proponent and the award of a Contract is expected to occur by October 9, 2020. The Regional District, in its sole judgment, may delay the award of Contract date as deemed appropriate by the Regional District.

### **9.3 Designated Broker**

Upon approval of a Proponent and the award of a Contract, the Regional District will provide authorization to ICBC designating the selected Proponent as the Regional District’s designated broker for fleet insurance.

## **10.0 CONTRACT PRICE**

Appendix “D” – Schedule of Prices must be completed, signed, and included in the Proposal submission. All prices for insurance should be stated in Canadian dollars. Taxes should be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Insurance Cost.



**Appendix "A"**  
**LIST OF SUB-CONTRACTORS**

The Agency advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Agency'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 it with your Proposal. Following acceptance of the Proposal, 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.

<b>Sub-Contractor's Legal Name</b>	<b>Work to be Performed by Sub-Contractor</b>



**Appendix "B"  
ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP FS-20-02 – ICBC Fleet Insurance.

_____	_____
Authorized Signatory Signature	Name of Proponent
_____	_____
Name of Signatory (please print)	Address
_____	_____
Title	City, Province, Postal Code
_____	_____
Phone Number	Email
_____	_____
Date	

I/We presently intend  to provide /  not to provide a Proposal.

Please return immediately by email to the Project Manager:

Chris Calder, General Manager of Financial Services  
3<sup>rd</sup> floor, 155 George Street, Prince George, BC, V2L 1P8  
[chris.calder@rdffg.bc.ca](mailto:chris.calder@rdffg.bc.ca)

**Appendix “C”  
SCOPE OF WORK**

Fleet Insurance Renewal Process:

- Forward the Fleet List in plate number order, in Excel format to [financialservices@rdffg.bc.ca](mailto:financialservices@rdffg.bc.ca), attention RD Representative, with renewal information as soon as possible.
- Agency to meet with RD Representative, if necessary, to review amendments, make amendments in their presence, respond to any questions and to provide the final Fleet List for the RD Representative to bring back to the RD office for signing. (It may not be necessary to meet in person, the RDFFG may provide an amended list by email and corrections, etc. should be made in a timely manner.)
- RDFFG will forward the signed Fleet List, by email, as soon as possible.
- Provide the invoice for payment as soon as possible by email to [financialservices@rdffg.bc.ca](mailto:financialservices@rdffg.bc.ca), attention RD Representative.
- Provide the Owner’s Certificate of Insurance and Vehicle License sorted first by numerical plate numbers (in numerical order) and then by alphabetical plate numbers (in alphabetical order) in a binder.
- Provide copies of the insurance to be placed in vehicles in individual pouches. Pouches are to be sorted first by Unit Number, then by numerical plate numbers and then by alphabetical plate numbers.
- Contact RD Representative to pick-up the documentation as soon as possible and RD Representative will deliver the RDFFG’s cheque at that time.

1. Annual Schedule

Prior to the commencement of any work in each year of the Contract, the Agency will correspond with the Regional District to discuss and agree upon a schedule of activities which will lead to the renewal of the ICBC Fleet insurance.

This schedule will set out the key dates by which work is to be completed by both parties, and may include, but is not limited to, the following:

<b>Task</b>	<b>Schedule/Deadline</b>
Agency will forward the fleet list for renewal.	Not later than the last Monday in November
RD Representative to meet with Agency to review changes that may be required.	First week of December
Provide invoice to RDFFG for payment processing.	Second week of December
Provide all insurance documents to RD representative who will provide cheque for payment when documents are ready.	December 15 <sup>th</sup> (see information below)

Since many of the Regional District vehicles are in other communities, and the expiry date of current insurance is December 31, it is vital that we receive the renewal documents at least one week before the Christmas break so that we can distribute the renewals to outlying areas before December 31.





**Appendix "D"**  
**SCHEDULE OF PRICES**

The Total Insurance Cost submitted below reflects the full cost, including out of pocket expenses, taxes and any other costs to be incurred, in Canadian dollars for the ICBC Fleet Insurance as specified in RFP FS-20-02. This Schedule of Prices must be completed, signed and form part of the Proposal submitted.

Prices quoted are to be as at September 1, 2020, subject to change with new ICBC rates for January 1, 2021.

Total ICBC Fleet Insurance: \$ \_\_\_\_\_

Total Private Insurance  
(if applicable): \$ \_\_\_\_\_

**Total Insurance Cost:** \$ \_\_\_\_\_

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

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

\_\_\_\_\_  
Name of Signatory (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date



**Appendix “E”  
SAMPLE CONTRACT**

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

OF THE FIRST PART

AND

**THE AGENCY**

A company duly incorporated under the laws of British Columbia  
and having its business office located at:  
*Street Address*  
*City, Province, Postal Code*

(hereinafter called the “Agency”)

OF THE SECOND PART

WITNESSETH that the Agency and the Regional District undertake and agree as follows:

1. The Agency will:
  - a) provide all necessary materials, labor, supervision, and perform all work, and fulfill everything as set forth in and in strict accordance with the contract documents for the annual ICBC Fleet insurance renewal entitled “FS-20-02 – ICBC Fleet Insurance”; and
  - b) commence to actively proceed with the ICBC Fleet Insurance renewal as described in Appendix “C” – Scope of Work (the “Work”) in the RFP for this Contract.
2. The Regional District will pay to the Agency, 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 this Contract.
3. The List of Sub-Contractors, Schedule of Prices, Conflict of Interest Disclosure Statement, RFP, all Addenda, Agency’s submission for this RFP, and General Conditions of Contract, are all incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the contract and will inure 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.





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**1. DEFINITIONS OF TERMS**

Throughout this Contract, the following definitions apply:

“Agency”	means	the successful Proponent of this Request for Proposal.
“Contract” or “Contract Documents”	means	the final agreement that comprises a completed set of the Proponent’s RFP submission, this RFP and all documents, specifications, and addenda incorporated therein.
“GMFS”	means	the General Manager of Financial Services.
“Proponent”	means	an Agency that submits, or intends to submit, a proposal response to this Request for Proposal.
“Proposal”	means	the submission in response to this RFP.
“RDFFG” or “Regional District”	means	the Regional District of Fraser-Fort George.
“RFP”	means	this Request for Proposal.
“Services”	means	the provision of annual ICBC Fleet Insurance renewals.

**2. INTENT OF CONTRACT DOCUMENTS**

The intent of this Contract is that the Agency will provide all supervision, labor, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Services described in this Contract or as directed by the Regional District.

This Contract is not a contract of employment. The Agency is an independent Agency, 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. SUPERVISION**

The Agency shall employ at all times, qualified and experienced personnel to carry out the ICBC Fleet insurance renewal.

**4. CHARACTER OF WORKERS**

The Agency and 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 Regional District’s staff.

**5. ASSIGNMENT OF CONTRACT**

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



**6. CONFIDENTIALITY**

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Agency will treat as confidential and will not, without the prior written consent of the GMFS, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Agency as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Agency to fulfil their obligation under this Contract, or by the laws of British Columbia.

**7. INDEMNITY AND RELEASE BY AGENCY**

The Agency hereby agrees to indemnify and save harmless the Regional District, its officers, agents, and employees from and against all claims, demands, losses, costs, payments, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Agency, its servants, agents and sub-contractors, in providing the ICBC Fleet insurance renewal and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

**8. FORCE MAJEURE**

If either the Agency 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 Agency is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labor 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 Agency 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 Agency a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Agency or, if the Regional District and the Agency are unable to reach agreement, as determined by the dispute resolution process under Section 16 of the Contract.

Where as a result of a Force Majeure there is a material increase in the Agency'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 Agency under Section 10 of this Agreement, as may be agreed by the Agency, or as determined under Section 16 of the Contract. If the event of a Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Agency is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Agency in accordance with Section 10 of this Agreement.

**9. CHANGES IN THE WORK**

The Regional District, without invalidating this Contract, may make changes by altering, adding to, or deducting from the Work. The Agency will proceed with the Work as changed and the Work will be executed under the provisions of this Contract. No changes will be undertaken by the





Agency without written order of the Regional District, 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 this Contract unless a Change of Work Order is completed and signed by the Regional District and the Agency.

**10. PAYMENT**

The Regional District will, by the deadline provided for payment of annual fleet insurance costs and on advice from the GMFS that the ICBC fleet insurance renewal has been satisfactorily carried out, pay the Agency for the insurance renewal.

**11. DURATION OF CONTRACT**

This Contract will commence with the 2021 ICBC Fleet insurance renewal (for the insurance expiring December 31, 2021) and ends upon completion of the 2025 ICBC Fleet insurance renewal (for the insurance expiring December 31, 2025).

**12. COMPLIANCE WITH LAWS**

The Agency will give all the notices and obtain all the licenses and permits required to perform the Work and provide written confirmation that the Agency's and sub-contractor's personnel are fully certified to perform the Work. The Agency will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the Work or performance of this Contract.

**13. LAWS OF BRITISH COLUMBIA**

This Contract will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

**14. CONTRACT PERFORMANCE REVIEWS**

From time to time, as deemed necessary, the GMFS may request that the Agency participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the Scope of Work or suspension/termination of the Contract.

**15. SEVERABILITY**

All articles of this 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 articles hereof will not be affected.

**16. DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Agency and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Agency and the Regional District. If such negotiations are unsuccessful, the Agency and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Agency and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.



**17. WAIVER OF TERMS AND CONDITIONS**

The failure of either the Agency or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Agency or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

**18. ENTIRE CONTRACT**

The terms and conditions set forth herein constitute the entire understanding and agreement of the Agency and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Agency agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.



**Appendix "F"**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
**PROCUREMENT PROCESS**

FS-20-02 – ICBC Fleet Insurance for the Regional District of Fraser-Fort George

Proponent Name: \_\_\_\_\_

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent 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 Vendor 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 reason(s) for Conflict of Interest:

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

\_\_\_\_\_  
Signature of Person Making Disclosure

\_\_\_\_\_  
Print Name of Person Signing Disclosure

\_\_\_\_\_  
Date Signed