



REQUEST FOR PROPOSALS
#PV RFP 2024-02-LINE
2024 ROAD LINE MARKING SERVICES
City File No. 2240-20-LINE

Issue Date: March 14, 2024

Information Meeting: At the time of issuance of this Request for Proposals (“RFP”), a meeting has not been scheduled. (See section 2.1 of this RFP.)

Response Date: **April 12, 2024** (the “Response Date”) at 2:00 pm. The City’s office hours are 7:30am to 4:00pm Monday to Friday, except statutory holidays.

Address for Proposal Delivery: The Proponent to submit only the Proposal (use Schedule C in this RFP) to the City in a sealed envelope clearly marked RFP for Line Marking Services at 1116 Herring Gull Way, Parksville BC, V9P 2H3 by 2:00pm on April 12, 2024.

RFP Inquiries: City of Parksville Operations Department

City Representative: Keith Martin
Tel: 250-951-4122
Email: ops@parksville.ca
Reference: 2240-20-LINE

(See section 2.4 of this RFP)

REQUEST FOR PROPOSALS

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SCHEDULE C – FORM OF PROPOSAL

1 INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a Proposal for Road Line Painting Services for the City of Parksville. This program is for an initial term of three (3) years with an additional two (2), one (1) year options to renew upon mutual agreement.

1.2 Definitions

In this RFP the following definitions shall apply:

- (a) **“Agreement”** means a formal written contract between the City and a Preferred Proponent to provide the Services, the preferred form of which is attached as Schedule B;
- (b) **“BC Bid”** means a portal that the City of Parksville utilizes for secure document distribution RFP process;
- (c) **“City”** means the City of Parksville;
- (d) **“City Representative”** has the meaning set out in section 2.4;
- (e) **“Contract”** has the same meaning as Agreement;
- (f) **“Evaluation Team”** means the team appointed by the City to evaluate the Proposals in accordance with Part 4 of this RFP;
- (g) **“Exceptions and Departures”** means Schedule C-1 to the form of Proposal attached as Schedule C.
- (h) **“Information Meeting”** has the meaning set out in section 2.1;
- (i) **“Preferred Proponent(s)”** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (j) **“Proponent”** means an entity that submits a Proposal;
- (k) **“Proposal”** means a proposal submitted in response to this RFP;
- (l) **“RFP”** means this Request for Proposals;
- (m) **“Services”** has the meaning set out in Schedule A;
- (n) **“Service Provider”** means the company/person that is hired under the Agreement to provide the Services; and
- (o) **“Site”** means the place or places where the Services are to be performed.

2. INSTRUCTIONS TO PROPONENTS

2.1 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all the information given at the Information Meeting. At the time of issuance of this RFP a meeting has not been scheduled.

2.2 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Response Date but not after. An amendment shall be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.2.

2.3 Late Proposals

Proposals received after 2:00 p.m. on the Response Date may be accepted or rejected by the City in its absolute discretion.

2.4 Inquiries

All inquiries related to this RFP should be directed in writing to the person named on the front page of this RFP (the "**City Representative**") and submitted via email. Information obtained from any person or source other than the City Representative may not be relied upon.

Inquiries should be made no later than seven days before Response Date. The City reserves the right not to respond to inquiries made within seven days of the Response Date. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP or having questions as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum on the BC Bid site. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.5 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.6 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.7 Status Inquiries

All inquiries related to the status of this RFP, including whether a Contract has been awarded, should be directed to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

Proponents should complete the Form of Proposal attached as Schedule C and the schedules attached to Schedule C consisting of the following:

C-1 Exceptions and Departures

C-2 Questionnaire

C-3 Pricing Proposal

Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.2 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal must be signed by a person or persons authorized to sign on behalf of the Proponent.

3.3 Net Pricing on Proposal

All pricing shown on the Proposal is to be net, with Goods and Services Tax, (and Provincial Sales Tax if applicable), shown separately. All other taxes, duties, insurance in freight, customs clearance and other costs are to be included in the net price.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team may give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will evaluate and may compare all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City. It is anticipated that the Evaluation Team will use the following criteria as part of its evaluation:

(a)	Experience, Reputation and Resources	30%
(b)	Technical; Approach and Methodology	30%
(c)	Pricing Proposal	40%

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

The Evaluation Team reserves the right to not complete a detailed evaluation of a Proposal if the Evaluation Team concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

4.3 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.6 Multiple Preferred Proponents

The City reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter discussions with the City for one or more Contracts to perform a portion or portions of the Services.

4.7 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into discussions and/or negotiations with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms and scope of services;
- (b) enter into a Contract with the Preferred Proponent(s); and
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may

then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.2 No Tender

This RFP is not a tender and does not commit the City in any way. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract. The Proponent may cancel or revoke its Proposal at any time until signing of a formal written Contract. The City may cancel the RFP process at any time until signing of a formal written Contract.

5.3 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.4 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named on the first page, at any time prior to the execution of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.5 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

END OF PAGE

SCHEDULE A – SCOPE OF SERVICES

DESCRIPTION OF SERVICES:

1. PURPOSE

The City invites Responses from experienced qualified road painting contractors for the provision of everything required including all paint, labour, flaggers, tools, materials, traffic control, permits and equipment for the supply and placement of Road Line Painting at various City locations.

2. SPECIFICATION OF GOODS

All Goods used are to meet or exceed the specification as stated in the **MMCD Platinum Volume 2 version, Section 32 17 23, Painted Pavement Markings.**

3. SCOPE OF SERVICES - PAINT

All Services performed are to meet or exceed the specification as stated in the MMCD Platinum Volume 2 version, Section 32 17 23, Painted Pavement Markings.

In addition to the specifications stated above, the following specifications are applicable:

- a) Width to be minimum nominal width (i.e. 100 mm line width is to be minimum 100 mm); Double solid lines are to be 100 mm wide lines with 100mm dividing space between.
- b) Paint is to be applied at a rate not less than 38L/km per single solid 100mm width line; with wet thickness of 0.38 mm. Rate in areas of high wear (curves, and on the approach to the intersection of another lined road) the rate is to be increased by 33% by reducing the speed of the application truck accordingly.
- c) Glass bead reflective material is to be overlain on the fresh paint or introduced into the end product by other industry accepted methods approved by the Manager of Public Works to provide a satisfactory night visibility rating. Glass beads are to be applied at a rate of 0.70kgs/ litre for 100 mm wide single solid line.
- d) No paint is to be applied on road surfaces that are not clean and free of all loose dust, gravel, or any foreign material. Where such condition exists, the roads are to be blown free and clean. If unable to clear material the Respondent is to cease work and notify the City of the pavement condition, immediately on the next business day.
- e) The Respondent is responsible for quality of the final product including providing protection of the freshly applied painting using traffic cones. The Respondent is to remove any tracking and reapplication of any unsatisfactory lines.
- f) Any miscellaneous items not specifically described but required for the supply and completion of the Goods and Services are to be provided and included in the price and as part of the work, even though not shown or specified.
- g) All paint lines to match placement of existing lines to within (+/- 5mm). All paint lines to match existing start and stop points.
- h) The Respondent will use traffic paint and glass beads from the British Columbia Ministry of Transportation and Infrastructure Recognized Products List.
- i) White paint that conforms to US Federal specification 595b White 17886.
- j) Yellow paint that conforms to US Federal specification 595b Yellow 33538.

- k) The Contractor will dispose of all waste material in an environmentally appropriate manner and in accordance with any applicable legislation.

SCOPE OF SERVICES – Extruded Thermoplastic

All Goods and Services are to meet or exceed the specifications as stated in the **MMCD Gold Version Volume 2, Section 02580, Painted Pavement Markings and Section 02581 Pavement Surface Cleaning and Removal of Pavement Markings.**

In addition to the specifications stated above, the following specifications are applicable and must be complied for the duration of the project:

- a) Extruded thickness of the thermoplastic is to be 3.157mm (0.125in.) minimum.
- b) Width to be minimum nominal width (i.e. 100 mm line width is to be minimum 100 mm).
- c) Glass bead reflective material is to be included throughout thickness of material with additional application to surface. Reflectivity is to meet MMCD Specification 02580 2.1.7 and 2.1.8.
- d) Skid resistance is to be measured in accordance with ASTM E-303-83 Method of Measuring Surface Frictional Characteristic Using the British Pendulum Number (BPN) Tester. The skid resistance value is to meet 45 BPN.
- e) Where the existing markings or layout lines are significantly faded and the Contractor is not able to clearly identify the work to be done, the Contractor is to cease work and notify the City of the existing condition of the markings condition, immediately on the next business day.
- f) No markings are to be applied on road surface that is not clean and free of all loose dust, gravel, or any foreign material. Where such condition exists, the road is to be blown free and clean. If unable to clear material the Contractor is to cease work and notify the City of the pavement condition, immediately on the next business day.
- g) The Contractor is to be responsible for quality of the final product including providing protection of the freshly applied markings and to remove any tracking and reapplication of any unsatisfactory lines.
- h) Any miscellaneous items not specifically described but required for the supply and completion of the Goods and Services are to be provided and included in the price and as part of the work, even though not shown or specified.

The City's Senior Manager of Public Works retains the right to reject all work that, in his opinion, does not meet the intent of the specifications. Work completed that is not acceptable, will not be paid for until removal and reapplication, of an acceptable quality, has been completed.

NOTE: The documents referring to MMCD are contained in the "Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawing Volume II" (MMCD) edition dated 2000.

Master Municipal Construction Documents Volume II - Copies of the Master Municipal Construction Documents Volume II, 2000, General Conditions, Specifications and Standard Detail Drawings may be purchased from:

Support Services Unlimited
 102 - 211 Columbia Street
 Vancouver, BC V6A 2R5
 Tel: 604-681-0295 Fax: 604-681-4545

The Contractor is responsible for ensuring all materials meet MMCD specifications.

4. QUALITY CONTROL

The Respondent is to utilize a Digital Pavement Marking Measuring Instrument (DPMMI) i.e. LineTech Dataline, Epic Solutions M7, or similar product. The DPMMI is to be mounted to the paint application vehicle that will track the following conditions:

- a) Date
- b) Time
- c) Location
- d) Road Temperature
- e) Air Temperature
- f) Paint Temperature
- g) Paint Applications Thickness (wet mm)
- h) Glass Bead Application Rate
- i) Speed of Vehicle
- j) Distance Painted

5. ERADICATION OF EXISTING LINES

The City is to be responsible to eradicate the existing line paintings at some locations to be identified by the City.

6. QUANTITIES

The City’s estimate of annual quantities is stated in the table below. The City reserves the right to reduce or increase quantities.

Paint Description	Estimated Length (m)	Unit of Measure
Yellow- Single solid line; 100 mm	29,114	Lineal Meter (LM)
Yellow- Double solid line (100 mm Wide/ 100mm divide space)	5,975	Lineal Meter (LM)
Yellow- Single skipped line (3m solid with 6m skip, 100 mm)	954.0	Lineal Meter (LM)
White– Single solid line; 100mm	34,895	Lineal Meter (LM)
White - Single skipped line (3m solid with 3m skip, 100 mm)	4,503	Lineal Meter (LM)

Quantities cont...

Extruded Thermoplastic Description	Estimated # UNITS	M2
PARALLEL CROSSWALK	100	355 M2
ZEBRA CROSSWALK BARS	72	130 M2
STOP BARS	67	193 M2
LANE ARROWS	90	133 M2

Equipment

Paint Truck used in performance of the work will have the following:

- a) Two paint tanks (one for yellow and one for white) a minimum 1,500 litre storage each
- b) Glass bead tank (minimum 2,000 Kg)
- c) Air gun for pressurized air in lease of paint sprayer
- d) Adjustable stripe timer for line spacing i.e. Skip Line
- e) Guidance system
- f) Digital Pavement Marking Measuring Instrument (DPMMI) reporting system (i.e. Epic Solutions M7)
- g) 360-degree amber beacons, front, and rear
- h) Digital Message Board, rear

7. WORK SCHEDULE

The successful Provider is to submit a schedule to the City for approval. Once the Services have commenced, the Provider is to continue a regular full work schedule until completed. The Provider is to remain fully engaged until the project is complete.

The City retains the right to change and interrupt maintenance schedules and to determine work priorities.

8. MEASUREMENT, RECORDS AND PAYMENT

- a) Measurement is to be made according to the number of **kilometres** of road painting measured to the nearest meter.
- b) Measurement is to be made according to the **M2** of extruded thermoplastic road markings to the nearest meter.
- c) The Respondent is to supply detailed data in metric units for all the conditions listed. Detailed itemized records are to be provided with all invoices. The detailed itemized record is to be in a Microsoft® Excel spread sheet format for roads painted with start and stop limits and conditions as listed.
- d) Payment for Services is to be based on the data received by means of the Microsoft® Excel spread sheet that contains the detailed itemized records for the Services performed.

Estimated RFP Timeline

Key milestones are as follows:

Activity	Timeline
RFP Posted	March 14, 2024
RFP Submissions to City	April 12, 2024
RFP Evaluation & Selection Process	April 22, 2024
Award Recommendation Council	May 6, 2024
Contract Award	May 10, 2024

SCHEDULE B – DRAFT AGREEMENT

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference the ____ day of _____, 2024.

BETWEEN:

City of Parksville
100 Jensen Ave E
Parksville BC, V9P 2H3

(the "**City**")

AND:

(the "**Service Provider**")

WHEREAS the City wishes to engage the Service Provider to provide Services in connection with Road Line Painting Services for the City of Parksville.

THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Service Provider agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions:

- (a) "**Agreement**" means this Agreement and all appendices attached hereto;
- (b) "**City**" means the City of Parksville;
- (c) "**Disbursements**" means the actual out-of-pocket costs and expenses as identified in Appendix 2 (or Appendix 3 if applicable), which the Service Provider incurs in providing the Services;
- (d) "**Fees**" means the price set out in Appendix 2 (or Appendix 3 if applicable) for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "**Indemnitees**" means the City and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
- (f) "**Proposal**" means the Service Provider's Proposal attached as Appendix 2;
- (g) "**RFP**" means the Request for Proposals number 2024-02-LINE

- (h) **“Consultant”** means the Service Provider who is providing Services under this Agreement;
- (i) **“Services”** means the services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) **“Term”** has the meaning described in Section 3.1.

1.2 Agreement

This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the following documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Addenda;
- (c) the RFP;
- (d) the Proposal; and
- (e) other terms, if any, that are agreed to by the parties in writing.

1.3 Appendices

The following attached Appendices are part of this Agreement:

- Appendix 1 – Scope of Services;
- Appendix 2 – Service Provider’s Proposal;
- Appendix 3 – Special Terms and Conditions and Negotiated Changes (if applicable)

2.0 SERVICES

2.1 The Services

The Service Provider covenants and agrees with the City to provide the services as described generally in Appendix 1, including anything and everything required to be done for the fulfilment and completion of this Agreement (the **“Services”**). The Services provided will meet the specifications and scope set out in Schedule A of the RFP and the Proposal.

2.2 Changes to Services

The City may from time to time, by written notice to the Service Provider, make changes in the scope of the Services. The terms of this Agreement will apply to any change in the Services, and the Fees for the changed Services, and the time for the Service Provider’s performance, will generally correspond to the Fees and time of performance as described in Appendix 2. The Service Provider will not provide any additional Services in excess of the scope of Services requested in writing by the City.

2.3 Standard of Care

The Service Provider will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Service Provider's experience and expertise. The Service Provider represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.4 Expediting, Inspection and Acceptance

All Services performed under this Agreement may be subject to expediting, inspection and testing by the City. The Service Provider shall provide the City with copies of all documentation deemed necessary by the City for efficient expediting and shall provide the City free and clear access during normal working hours, to all other pertinent information, shops and other places of business of the Service Provider and all its suppliers and/or sub-contractors. The City will notify the Service Provider in writing of any Services which are defective or of its rejection of any Services which are not in accordance with the description or specifications stipulated in this Agreement and the Service Provider shall forthwith rectify all such defects at its own expense and be held liable for any and all expenses or losses resulting from such defect. No acceptance by, or on behalf of, the City of any Services shall release the Service Provider of its obligations as further stated hereunder.

2.5 Fuel Reporting

The Service Provider agrees that the City, in meeting its requirements on greenhouse gas emissions reporting, may require the Service Provider to provide the following information during the Term of the Agreement:

- a) identification of what will use fuel (eg. description of vehicles and equipment) and respective fuel type used (gasoline, diesel, natural gas, propane, and bio-fuel blends);
- b) total estimated fuel in volume used for each fuel type projected for each calendar year of service, and according to each phase of work if appropriate.
- c) explanation of estimation method (eg. hours of equipment used and standard fuel use rate for equipment); and
- d) description of how Proponent has tried to limit the amount of greenhouse gas emissions through lower fuel use or by using fuels with lower greenhouse gas emissions.

3.0 TERM

3.1 Commencement Date and Term

The Service Provider shall provide the Services for the period commencing on [START DATE] and terminating on December 31, 2026 (the "Term").

3.2 Term may be Extended

The parties may extend the term for (2) two additional (1) year options by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

3.3 Time

The Service Provider acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Service Provider will provide the Services within the performance or completion dates, or time periods (the "Time Schedule") as set out in Appendix 2, or as otherwise agreed to in writing by the City and the Service Provider. If at any time the Service Provider discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule. If the Service Provider is delayed by an action or omission of the City, then the Term will be extended for such reasonable time as agreed between the parties.

4.0 PERSONNEL

4.1 Qualified Personnel

The Service Provider will provide only professional personnel who have the qualifications, experience, and capabilities to perform the Services.

4.2 Listed Personnel and Sub-Contractors

The Service Provider will perform the Services using the personnel and sub-contractors as may be listed in Appendix 2, and the Service Provider will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

4.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Service Provider's personnel or sub-contractors then the Service Provider will, on written request from the City, replace such personnel or sub-contractors.

4.4 Sub-Contractors and Assignment

Except as provided for in this Agreement, the Service Provider will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

4.5 Agreements with Sub-Contractors

The Service Provider will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Service Provider will be as fully responsible to the City for acts and omissions of sub-contractors and of

persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Service Provider.

5.0 LIMITED AUTHORITY

5.1 Agent of City

The Service Provider is not, and this Agreement does not render the Service Provider an agent or employee of the City, and without limiting the above, the Service Provider does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to perform the Services. The Service Provider will make such lack of authority clear to all persons with whom the Service Provider deals while providing the Services.

5.2 Independent Contractor

The Service Provider is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Service Provider performs the Services. The Service Provider will determine the number of days and hours of work required to properly and completely perform the Services. The Service Provider is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. The Service Provider will be solely liable for the wages, benefits, work schedules and work conditions of any partners, employees, or sub-contractors.

6.0 FEES

6.1 Fees and Disbursements

The City will pay to the Service Provider the Fees and Disbursements in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Services and the Service Provider will not be entitled to receive any additional payment without the prior written approval of the City.

6.2 Costs included in Fees and Disbursements

For greater certainty, costs of general management, non-technical supporting services, general overhead, mobilization/demobilization, travel and all other items associated with the Services are deemed to be covered by the Fees and Disbursements and will not be subject to additional payment by the City.

6.3 No increase in Fees and Disbursements without Written Agreement

No increases in Fees and Disbursements will be accepted by the City without prior written acceptance by the City.

6.4 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Service Provider will submit a monthly invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees and the Disbursements relating to the Services provided in the previous month and including the following information:
 - (1) an invoice number;
 - (2) the Service Provider's name, address and telephone number;
 - (3) the City's reference number for the Services: to be provided on execution of a signed contract;
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Service Provider and any sub-contractors that have performed Services during the previous month;
 - (5) the percentage of Services completed at the end of the previous month;
 - (6) the total budget for the Services and the amount of the budget expended to the date of the Invoice;
 - (7) taxes (if any); and
 - (8) grand total of the Invoice;
- (b) the Service Provider will on request from the City provide receipts and invoices for all Disbursements claimed;
- (c) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Service Provider;
- (d) the City will pay the portion of an Invoice which the City determines is payable within 30 days of the receipt of the Invoice less any deductions for setoffs or holdbacks permitted by this Agreement, except the City may hold back from payments 10% of the amount the City determines is payable to the Service Provider until such time as the City gives final approval of completion of work;
- (e) if the Service Provider offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice
- (f) Invoices will be submitted by the Service Provider by mail to:
City of Parksville Attn: Accounts Payable Department
100 Jensen Ave East,
Parksville, BC V9P 2H3
- (g) the payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Service Provider is in any manner released from its obligation to comply with this Agreement; and
- (h) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.5 Parksville Collective Agreement

“Every contract made by the employer for construction, remodelling, repairs or demolition of any municipal works or for providing any municipal service or function shall be subject to the following conditions:”

“Minimum rate of pay for work performed under this contract or under sub-contract shall be classified in the current Agreement between the City of Parksville and Canadian Union of Public Employees, Local 401”

6.6 Records

The Service Provider will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Service Provider will make the records available open to audit examination by the City at any time during regular business hours during the time the Service Provider is providing the Services and for a period of six years after the Services are complete. This right to audit shall include sub-contractors to the Service Provider. The Service Provider shall ensure the City has this right to audit with all sub-contractors.

6.7 Non-Residents

If the Service Provider is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Service Provider; or
- (b) the amount required under applicable tax legislation.

7.0 CITY RESPONSIBILITIES

7.1 City Information

The City will, in co-operation with the Service Provider, make efforts to make available to the Service Provider information, surveys, and reports which the City has in its files and records that relate to the Services. The Service Provider will review any such material upon which the Service Provider intends to rely and take reasonable steps to determine if that information is complete or accurate. The Service Provider will assume all risks that the information is complete and accurate and the Service Provider will advise the City in writing if in the Service Provider’s judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

7.2 City Decisions

The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Service Provider and respond to all requests for approval made by the Service Provider pursuant to this Agreement.

7.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Service Provider, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Service Provider's performance of the Services.

8.0 INDEMNITY, INSURANCE, DAMAGES AND LICENCING

8.1 Indemnity

The Service Provider will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Service Provider of any obligation of this Agreement, or any wrongful or negligent act or omission of the Service Provider or any employee or agent of the Service Provider.

8.2 Survival of Indemnity

The indemnity described in section 8.1 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

8.3 Service Provider's Insurance Policies

The Service Provider will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Service Provider, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and consultants protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability and broad form loss of use and personal injury, and the City will be added as an additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Service Provider in an amount not less than five million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property; and

8.4 Insurance Requirements

The Service Provider will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Service Provider will, on request from the City, provide certified copies of all of the Service Provider's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Service Provider will be responsible for deductible amounts under the insurance policies. All of the Service Provider's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

8.5 Service Provider's Responsibilities

The Service Provider acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Service Provider acknowledges and agrees that the Service Provider is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Service Provider from responsibility for any amounts which may exceed these limits, for which the Service Provider may be legally liable.

8.6 Additional Insurance

The Service Provider shall place and maintain or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

8.7 Waiver of Subrogation

The Service Provider hereby waives all rights of recourse against the City for loss or damage to the Service Provider's property.

8.8 Protection of Goods and Property

The Service Provider shall protect the Goods and the City's property and adjacent properties from damage that may arise as the result of the Service Provider's operations under the Agreement. Any such damage caused by the Service Provider shall be made good by the Service Provider at the Service Provider's expense.

8.9 WorkSafe BC and Occupational Health And Safety

The Service Provider agrees that:

- (a) if required by the City, it will, at its own expense, procure and carry full WorkSafe BC coverage for itself and all workers, employees, servants and others engaged in the provision of the Services;
- (b) the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the WorkSafe BC coverage against any monies owing by the City to the Service Provider and the City will have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of the Services have been paid in full;
- (c) if required by the City, it will provide the City with the Service Provider's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Service Provider is registered in good standing;
- (d) it is the Prime Contractor for the Services for the purposes of the *Workers Compensation Act*, it will have a safety program in place that meets the requirements of the WorkSafe BC Occupational Health and Safety Regulation and the *Workers Compensation Act*. As Prime Contractor, the Provider will be responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services and that person will be the person so identified in Schedule C, of this Agreement, and the Provider will advise the City immediately in writing if the name or contact number of the qualified coordinator changes. Any occupational health and safety violation by the Prime Contractor or any other employer, worker or other person on the workplace shall be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City of Parksville. Any penalties, sanctions or additional costs levied against the Prime Contractor or sub-contractors will be the sole responsibility of the Prime Contractor or the sub-contractors. When two or more service Providers that have been previously designated as Prime Contractor meet up on a workplace it is the responsibility of those Prime Contractors to establish ultimate Prime Contractor (please see Multiple Prime Contractor Assigned Form);
- (e) without limiting the generality of any other indemnities granted by the Service Provider in this Agreement, the Service Provider will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC;

- (f) it will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto;
- (g) the City may, on 24 hours written notice to the Service Provider, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person; however, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Service Provider or otherwise, any deficiency or immediate hazard; and
- (h) it understands and undertakes to comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations and all "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

9.0 TERMINATION

9.1 By the City

The City may at any time and for any reason by written notice to the Service Provider terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Service Provider will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City may pay to the Service Provider all amounts owing under this Agreement for Services provided by the Service Provider up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Service Provider, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

9.2 Termination for Cause

The City may terminate this Agreement for cause as follows:

- (a) if the Service Provider is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Service Provider or receiver or trustee in bankruptcy written notice; or
- (b) if the Service Provider is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within five days after delivery of written notice from the City to the Service Provider, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Service Provider further written notice.

If the City terminates this Agreement as provided by this Section, then the City may:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- (b) withhold payment of any amount owing to the Service Provider under this Agreement for the performance of the Services;
- (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Service Provider under this Agreement, and at the completion of the Services pay to the Service Provider any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Service Provider, charge the Service Provider the balance, which amount the Service Provider will forthwith pay.

9.3 Curing Defaults

If the Service Provider is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon five days written notice to the Service Provider, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Service Provider. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Service Provider.

10.0 COMPLIANCE WITH LAWS

10.1 Applicable Laws

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Service Provider accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts and that any reference to any statute, regulation or bylaw refers to that enactment as it may be amended or replaced from time to time.

10.2 Compliance with Applicable Laws

The Service Provider will provide the Services in full compliance with all applicable federal, provincial and municipal enactments and regulations.

10.3 Interpretation of Enactments

The Service Provider will, as a qualified and experienced professional, interpret enactments and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Service Provider could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10.4 Business License and Permit

The Service Provider agrees that it will obtain and maintain throughout the Term of this Agreement a valid City of Parksville business license.

The Service Provider agrees that it will obtain "Permit to work on City Property" prior to commencing any work.

11.0 CONFIDENTIALITY, DISCLOSURE OF INFORMATION AND WORK PRODUCT

11.1 No Disclosure

Except as provided for by law or otherwise by this Agreement, the Service Provider will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Service Provider as a result of the performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

11.2 Freedom of Information and Protection of Privacy Act

The Service Provider acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

11.3 Return of Property

The Service Provider agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11.4 Use of Work Product

The Service Provider hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Service Provider.

12.0 DISPUTE RESOLUTION

12.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section 12.1 as follows:

- (a) the parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations;

- (b) If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within seven days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Parksville, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation; and
- (c) If within 90 days of the request for mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then the parties may mutually agree to submit the Dispute to binding arbitration in accordance with the rules of the British Columbia International Commercial Arbitration Centre, or either party may, without further notice, commence litigation.

13.0 MUNICIPAL POWERS

13.1 Powers Preserved

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

13.2 No financial commitments beyond current fiscal year

The Service Provider recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make good faith requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Service Provider of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

14.0 GENERAL

14.1 Entire Agreement

This Agreement, including the Appendices and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services. In the event that the

Service Provider issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

14.2 Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

14.3 Merger and Survival

The representations, agreements, covenants, and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

14.4 Unenforceability

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

14.5 Cumulative Remedies

The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

14.6 Notices

Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile or email, by acknowledgement; or
- (c) by mail, five calendar days after posting.

The addresses for delivery will be as shown in the Proposal.

14.7 Headings

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

14.8 Assignment

This Agreement may not be assigned in whole or in part by the Service Provider without the prior written consent of the City.

14.9 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

14.10 Waiver

Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

14.11 Counterparts

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file by email or as a hard copy.

14.12 Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Service Provider.

WHEREFORE, the parties have executed this Agreement on the dates indicated below:

_____, by its authorized signatories, this ___ day of _____, 20___
[INSERT SERVICE PROVIDER'S LEGAL NAME]

Name & Title:

Signature:

Name & Title:

Signature:

THE CITY OF PARKSVILLE, by its authorized signatories, this ___ day of _____, 20___

Chief Administrative Officer

Corporate Officer

APPENDIX 1 – SCOPE OF SERVICES

See Schedule A

APPENDIX 2 – PROPOSAL

[INSERT COPY OF PROPOSAL]

APPENDIX 3 – SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES

[INSERT ANY SPECIAL TERMS AND CONDITIONS AND/OR NEGOTIATED CHANGES TO RFP, PROPOSAL AND THIS AGREEMENT].

SCHEDULE C – FORM OF PROPOSAL

TO:

City Representative: **Keith Martin, Senior Manager of Operations**
Address: 1116 Herring Gull Way, Parksville BC, V9P 2H3
Phone: 250-951-4122

RFP Project Title: _____

RFP Reference No.: **PVRFP2024-02-LINE**

Legal Name of Proponent: _____

Contact Person and Title: _____

GST Number: _____

WorkSafe Number _____

Health and Safety Coordinator: _____

Business Address: _____

Telephone: _____

Fax: _____

Email Address: _____

Dear Sir/Madame:

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the “BC BID Website” (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 – Exceptions and Departures;
- Schedule C-2 – Questionnaire;
- Schedule C-3 – Proponent’s Pricing Proposal

3.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

This Proposal is submitted this _____ day of _____, 20__.

I/We have the authority to sign on behalf of the Proponent.

(Name of Proponent)

(Signature of Authorize Signatory)

(Signature of Authorize Signatory)

(Print Name and Position of
Authorized Signatory)

(Print Name and Position of
Authorized Signatory)

SCHEDULE C-1 – EXCEPTIONS AND DEPARTURES

1. If the Proponent takes exception to any of the requirements, terms or conditions contained in the RFP Documents please identify all such exceptions here. Proponents may add additional lines to the table below if required.

Reference should be made in each case to the relevant provision(s) of the RFP Documents to which the exception applies and, to the extent possible, Proponent should submit the wording it would propose.

Note: Exceptions not identified and submitted below may not be considered at a later date.

As of the date of this proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list in order of priority, if any):

<u>Section Reference</u>	<u>Exception Description</u>	<u>Rationale</u>	<u>Proposed Wording</u>

2. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section

Requested Departure(s) / Alternative(s)

3. The Proponent acknowledges that the departures it has requested in Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 – QUESTIONNAIRE

Proponents should respond to the questions under each heading clearly and concisely. Please limit your response to 10 pages (not including Appendix).

The tables below are expandable.

Through the information provided in your Proposal, the City of Parksville expects to gain an in-depth understanding of a Proponent’s experience, capabilities, capacity to provide the Services outlined in Schedule A, Scope of Services

PROFILE, EXPERIENCE AND QUALIFICATIONS:

Q1: Describe the location of branches, background, years of business under the current legal entity, stability, and structure of the Proponent. Provide an executive summary describing the Proponent’s relevant experience and qualifications in delivering Services similar to those required by the RFP
A1:

Q2: Describe three (3) specific examples of recent work completed by the Proponent that required the performance of services similar to the Services described in this RFP (to the extent possible). In each case, the Proponent should identify: (a) Project and client name; (b) Scope of services provided; (c) Project actual start and completion dates; (d) Names of key personnel involved in the project who will be available to perform the Services under the Agreement; and Contact reference information, phone number and email address of an individual from each client who can provide details and feedback regarding the services performed by the Proponent. The City of Parksville may contact these references.
A2:

Q3: Provide information on the background and experience of all key personnel proposed to undertake the Services including any subcontractors:
A3:

TECHNICAL; APPROACH AND METHODOLOGY

Q4: Provide a description of the general approach and methodology that the Proponent would take in performing and managing the Services and accomplishing the objectives within the City's schedule;

A4:

Q5:

A5:

Q6:

A6:

Q7:

A7:

SCHEDULE C-3 – PRICING PROPOSAL

The pricing below includes all items to complete the services as described in the Scope of Services, Schedule A for the term of: **Date of Execution to December 31, 2024**

Paint Description	Estimated Length (m)	Unit of Measure	Unit Price	Total
White- Single solid line; 100 mm	32,000	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Single solid line; 100 mm	28,000	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Double solid line (100 mm Wide/ 100mm divide space)	5,300	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Single skipped line (3m solid with 6m skip, 100 mm)	2,500	Lineal Meter (LM)	\$ Per LM	\$
White - Single skipped line (3m solid with 3m skip, 100 mm)	11,500	Lineal Meter (LM)	\$ Per LM	\$
Sub-total				\$
GST				\$
TOTAL				\$

The pricing below includes all items to complete the services as described in the Scope of Services, Schedule A for the term of: **Date of Execution to December 31, 2024**

Extruded Thermoplastic Description	Estimated M2	Unit of Measure	Unit Price	Total
Parallel Crosswalk	355	M2	\$ Per M2	\$
Zebra Crosswalk	130	M2	\$ Per M2	\$
200 mm line White	193	M2	\$ Per M2	\$
Lane Arrows	133	M2	\$ Per M2	\$
Sub - Total				\$
GST				\$
TOTAL				\$

The pricing below includes all items to complete the services as described in the Scope of Services, Schedule A for the term of: **January 1 to December 31, 2025**

Paint Description	Estimated Length (m)	Unit of Measure	Unit Price	Total
White- Single solid line; 100 mm	32,000	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Single solid line; 100 mm	28,000	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Double solid line (100 mm Wide/ 100mm divide space)	5,300	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Single skipped line (3m solid with 6m skip, 100 mm)	2,500	Lineal Meter (LM)	\$ Per LM	\$
White - Single skipped line (3m solid with 3m skip, 100 mm)	11,500	Lineal Meter (LM)	\$ Per LM	\$
Sub-total				\$
GST				\$
TOTAL				\$

The pricing below includes all items to complete the services as described in the Scope of Services, Schedule A for the term of: **Jan 1 to December 31, 2025**

Extruded Thermoplastic Description	Estimated M2	Unit of Measure	Unit Price	Total
Parallel Crosswalk	355	M2	\$ Per M2	\$
Zebra Crosswalk	130	M2	\$ Per M2	\$
200 mm line White	193	M2	\$ Per M2	\$
Lane Arrows	133	M2	\$ Per M2	\$
Sub - Total				\$
GST				\$
TOTAL				\$

The pricing below includes all items to complete the services as described in the Scope of Services, Schedule A for the term of: **January 1 to December 31, 2026**

Paint Description	Estimated Length (m)	Unit of Measure	Unit Price	Total
White- Single solid line; 100 mm	32,000	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Single solid line; 100 mm	28,000	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Double solid line (100 mm Wide/ 100mm divide space)	5,300	Lineal Meter (LM)	\$ Per LM	\$
Yellow- Single skipped line (3m solid with 6m skip, 100 mm)	2,500	Lineal Meter (LM)	\$ Per LM	\$
White - Single skipped line (3m solid with 3m skip, 100 mm)	11,500	Lineal Meter (LM)	\$ Per LM	\$
Sub-total				\$
GST				\$
TOTAL				\$

The pricing below includes all items to complete the services as described in the Scope of Services, Schedule A for the term of: **Jan 1 to December 31, 2026**

Extruded Thermoplastic Description	Estimated M2	Unit of Measure	Unit Price	Total
Parallel Crosswalk	355	M2	\$ Per M2	\$
Zebra Crosswalk	130	M2	\$ Per M2	\$
200 mm line White	193	M2	\$ Per M2	\$
Lane Arrows	133	M2	\$ Per M2	\$
Sub - Total				\$
GST				\$
TOTAL				\$