



Request for Proposals
RFP No. 2240-20-SALT

Request for Proposals for the Supply, Delivery, and Installation of One Salt Shed

Issue Date: March 20, 2024

Information Meeting: At the time of issuance of this Request for Proposals (“**RFP**”), an Information Meeting has not been scheduled. (Refer to Section 2.2 of this RFP)

Closing Date & Time: April 15, 2024 (the “**Closing Date & Time**”) at 2:00 pm local time.

RFP Inquiries: City Representative (the “**City Representative**”): Lisa Pryce, SCMP
All inquiries related to this RFP are to be directed in writing to the City Representative and submitted through the “Bonfire Procurement Portal”.
(Refer to Section 2.3 of this RFP)

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SCHEDULE A – SCOPE OF SERVICES

Attachment #1 - Operations Yard Salt Shed Area

SCHEDULE B – DRAFT AGREEMENT FOR SERVICES
SCHEDULE C – FORM OF PROPOSAL

1. INTRODUCTION

1.1 Purpose

This RFP is to select a qualified Contractor to supply, deliver and install one (1) salt shed.

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) **“Bonfire”** means a portal that the City of Parksville utilizes for secure document distribution and collection during this RFP process which can be found at <https://pryceadvisory.bonfirehub.ca>;
- (c) **“City”** means the City of Parksville;
- (d) **“City Representative”** has the meaning set out in section 3;
- (e) **“Closing Date & Time”** means the date and time that Proposals for this RFP must be received by in accordance with the front page of this RFP;
- (f) **“Contract”** has the same meaning as Agreement;
- (g) **“Contractor”** means the company/person that is hired under the Agreement to provide the Services.
- (h) **“Evaluation Team”** means the team appointed by the City to evaluate the Proposals in accordance with Part 4 of this RFP;
- (i) **“Exceptions and Departures”** means Schedule C-1 to the form of Proposal attached as Schedule C.
- (j) **“Information Meeting”** has the meaning set out in section 2.2;
- (k) **“Preferred Proponent(s)”** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (l) **“Proponent”** means an entity that submits a Proposal;
- (m) **“Proposal”** means a proposal submitted in response to this RFP;
- (n) **“RFP”** means this Request for Proposals; and
- (o) **“Services”** means as described in Schedule A of the RFP and in the Schedule B Draft Agreement.

2. INSTRUCTIONS TO PROPONENTS

2.1 Estimated Procurement Timeline

Activity	Timeline
RFP Posted	March 20, 2024
RFP Submissions to City	April 15, 2024
RFP Evaluation & Selection Process	April 22, 2024
Award Recommendation	April 23, 2024
Contract Award	May 1, 2024

2.2 Information Meeting

At this time no Information Meeting is being held for this project.

2.3 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 through Bonfire. 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 (7) days before the Closing Date & Time. The City reserves the right not to respond to inquiries made within seven (7) days of the Closing Date & Time. 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.

2.4 Amendment to RFP

If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with the front page of this RFP. 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 all facts which may influence a Proposal.

2.6 Submission of Proposals

The Proponent should submit the Proposal using the Form of Proposal – Schedule C in this RFP by loading documents to Bonfire in accordance with the instructions in the Portal. An auto-reply email acknowledgement of receipt of the Proposal will be sent.

2.7 Amendments or Withdrawal of Proposals

Proposals may be revised by amendment, submitted to the Bonfire address set out above, at any time before the Closing Date & Time, 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.

A Proponent may withdraw a Proposal that is already submitted at any time through out the RFP process by with drawing their Proposal through Bonfire or contacting the City Representative.

2.8 Late Proposals

Bonfire will not accept Proposals after the Closing Date & Time.

2.9 Opening of Proposals

Bonfire will only allow opening of Proposals after the Closing Date & Time and there will be no public opening.

2.10 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, Departures and Alternatives

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)	Profile, Experience and Qualifications	30%
(b)	Approach and Methodology	30%
(c)	Pricing Proposal	40%

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 the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such an event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.6 Multiple Preferred Proponents

Although it is the intent of the City to award this Agreement to one Proponent, 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 a Contract with the Preferred Proponent(s); or
- (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, Retention of Proposals and FOIPPA

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 and its consultants 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.

5.6 Governing Law and Trade Agreements

All This RFP is governed by the laws of the Province of British Columbia and any other agreements that exist between the Province of British Columbia and other jurisdictions.

END OF PAGE

SCHEDULE A – SCOPE OF SERVICES

1. PURPOSE

The City of Parksville is seeking a qualified Contractor to Supply, Deliver and Install one salt shed.

2. BACKGROUND

The City of Parksville requires a new engineered hot dipped galvanized and fabric structure to replace the aging existing structure used for storage of winter road salt at the Operations Yard at 1116 Herring Gull Way in Parksville.

3. SCOPE OF WORK

The Contractor must provide all labour and equipment, building permits and business licences required to successfully complete the supply, delivery and installation of the shed and must be the following requirements:

- Engineered 3 buttress block high walls with hot dipped galvanized structure
- Shed to be approximately 30' X 60' based on lock block size, with cover made of white fabric meeting all of BC Building Codes for a fabric coverall salt storage facility
- Shed requires two lock block divider walls,
- Interior walls to be lined with plywood
- Mesh curtains or door panels to keep weather out) that are 60 ft long
- Three (3) panels required for the three (3) doorways that can open and close
- Installation completed no later than September 15, 2024

The City will be responsible for completion of all site preparation including:

- Demolition and removal of existing structure, including electrical
- Ensuring asphalt pad is prepared for constructing block walls and structure
- Site will be ready for installation by June 15, 2024

SCHEDULE B – DRAFT SERVICE AGREEMENT



AGREEMENT FOR SERVICES

Title: Supply, Delivery and Installation of One (1) Salt Shed

Reference No.: 2240-20-SALT

AGREEMENT FOR SERVICES

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

BETWEEN:

CITY OF PARKSVILLE
100 Jensen Ave.
Parksville, BC V9P 2H3

(the "**City**")

AND:

*

(the "**Contractor**")

WHEREAS:

- A. Capitalized terms used in these Recitals and in this Agreement have the meanings ascribed to them in section 1.1;
- B. The City wishes to engage the Contractor to provide Services in connection with the

Supply, Delivery and Installation of One (1) Salt Shed

- C. The Contractor is experienced and qualified to provide the Services contemplated by this Agreement; and
- D. The City and the Contractor have agreed to enter into this Agreement to provide for the terms and conditions of such engagement.

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 Contractor 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) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;
- (c) "**City**" means the City of Parksville;

(d) **"Confidential Information"** means:

- (i) any information, in whatever form (including written, oral or stored in any computer or other electronic, magnetic or optical storage system), which is non-public, confidential or proprietary in nature, whether marked as such or not, obtained directly or indirectly from the City and whether obtained by the Contractor before or after the date of this Agreement, including without limitation, corporate records and employee records;
- (ii) any information, in whatever form, designated by the City in writing as confidential or proprietary or marked with words of like import when provided to the Contractor or any other Person;
- (iii) information orally conveyed to any director, officer, employee or other representative of the Contractor, if the City states at the time of the oral conveyance or promptly thereafter that such information is confidential, and provides specific written confirmation thereof to the Contractor within ten (10) days of the oral conveyance; and
- (iv) all Work Product as defined in this Agreement, except as may be agreed in writing by the parties as falling outside the definition of Confidential Information or has been prepared specifically for the public domain;

but does not include information:

- (v) which was in the possession of the Contractor prior to disclosure by the City;
 - (vi) which is already in the public domain or which subsequently becomes part of the public domain other than through disclosure by the Contractor;
 - (vii) which is independently developed or learned by the Contractor without use of any Confidential Information; and
 - (viii) which the Contractor receives from a third party who was free to make such disclosure without breach of any legal obligation, provided that provided that the Contractor can demonstrate to the satisfaction of the City that such information falls within the scope of the exclusions set forth above;
- (e) **"Disbursements"** means the actual out-of-pocket costs and expenses as identified in the Appendix, which the Contractor incurs in providing the Services;
- (f) **"Fees"** means the price set out in the Appendix for the provision of the Services, unless otherwise agreed by the parties in writing, and includes all taxes;

- (g) "**Indemnitees**" means the City and all of its elected and appointed officials, officers, employees, servants, representatives, and agents;
- (h) "**Services**" means the services as described generally in the Appendix, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (i) "**Term**" has the meaning described in Section 3.1; and
- (j) "**Work Product**" means all reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes, figures, tables, data, calculations, logs, filed notes, working papers or finished copy documents or other such information of any kind prepared, produced or developed by the Contractor in connection with this Agreement.

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) the Addenda; and
- (c) 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 – Contractor's Proposal;

Appendix 3 – Special Terms and Conditions and Negotiated Changes (if applicable)

2.0 SERVICES

2.1 The Services

The Contractor covenants and agrees with the City to provide the services as described generally in the Appendix, including anything and everything required to be done for the fulfilment and completion of this Agreement (the "**Services**").

2.2 Changes to Services

The City may from time to time, by written notice to the Contractor, 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 Contractor's performance, will generally correspond to the Fees and time of performance as described in the Appendix. The

Contractor 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 Contractor will perform the Services with that degree of care, skill and diligence as would reasonably be expected from a Contractor qualified and experienced to perform services similar to the scope, nature and complexity of the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Services.

2.4 Expediting, Inspection and Acceptance

Services performed under this Agreement may be subject to expediting, inspection and testing by the City. The Contractor 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 Contractor and all its suppliers and/or sub-contractors. The City will notify the Contractor 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 Contractor 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 Contractor of its obligations as further stated hereunder.

3.0 TERM

3.1 Commencement Date and Term

The Contractor shall provide the Services for the period commencing on [START DATE] and, subject to earlier termination, terminating on [END DATE] (the "Term").

3.2 Term may be Extended

The parties may extend the Term 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 Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "Time Schedule") as set out in the Appendix, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule. If the Contractor 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 Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

4.2 Listed Personnel and Sub-Contractors

The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Appendix, and the Contractor 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 Contractor's personnel or sub-contractors then the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

5.0 LIMITED AUTHORITY

5.1 Agent of City

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor 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 Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

5.2 Independent Contractor

The Contractor is at all times an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture between the parties. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor 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 Contractor 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

Subject to section 6.2 the City will pay to the Contractor 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 Contractor 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, supervision, non-technical supporting services, general overhead, profit, financing, 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, the Contractor hereby acknowledges and agrees that:

- (a) the Contractor will **submit** (the "**Invoice**") to the City requesting payment of the of the Fees relating to the Services and include the following information:
 - (ii) an Invoice number;
 - (iii) the Contractor's name, address and telephone number;
 - (iv) the City's reference number for the Services: to be provided on execution of a signed contract;
 - (v) taxes (if any); and
 - (vi) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) 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;
- (d) the City may hold back from **payments 10%** of the amount the City determines is payable to the Contractor as security for the Contractor's performance of the Services until such time as the City gives final approval of completion of work;
- (e) if the Contractor 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) payments to the Contractor will be made by cheque (EFT).
- (g) all Invoices are to be submitted by the Contractor by email to:
Email: accountspayable@parksville.ca
- (h) 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 the Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement; and
- (i) unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

6.5 Records

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the Term and for a period of six years after the expiry or termination of this Agreement. This right to audit shall include sub-contractors to the Contractor. Without limiting Section 4.5, the Contractor shall ensure the City has this right to audit with all sub-contractors.

6.6 Non-Residents

If the Contractor 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 Contractor; 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 Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor'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 Contractor and respond to all requests for approval made by the Contractor 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 Contractor, but nothing in this Agreement will be interpreted as imposing on the City the obligation to ascertain or discover, through inspection or review, the Contractor's performance of the Services, or otherwise, any fault or defect in the Services.

8.0 INDEMNITY, LIMITATION OF LIABILITY, INSURANCE, DAMAGES AND LICENCING

8.1 Indemnity

The Contractor will indemnify and save harmless the City and its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all losses, claims, demands, damages, actions, causes of action, fines, penalties, liens, costs, liabilities, expenses and judgments (including all actual legal costs), (collectively, the "**Claims**"), arising from or related to the operations of the Contractor or any wrongful act, omission, negligence or default of the Contractor or its employees, agents or others for whom the Contractor is responsible, except to the extent that any such Claims arise solely from the negligence of the City.

8.2 Survival of Indemnity

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

8.3 Limitation of Contractor's Liability

The City agrees that any and all Claims which the City may have against the Contractor in respect of the Services, howsoever arising, whether in contract or tort, shall be absolutely limited to the amount of the insurance available at the date such claim is brought, including any deductible portion therein, provided that the Contractor has done nothing to prejudice or impair the availability of such insurance.

8.4 Contractor's Insurance Policies

The Contractor 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 Contractor, 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 Contractor in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property; and

8.5 Insurance Requirements

The Contractor will provide the City with evidence of the required insurance under this Agreement prior to performing any Services. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. The Contractor will ensure that all policies of insurance providing coverage required by this Agreement (except motor vehicle insurance) name the City as an additional insured and are 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 Contractor will be responsible for deductible amounts under the insurance policies. The Contractor will ensure that all insurance policies required under this Agreement will be primary and not require the sharing of any loss by the City or any insurer of the City.

8.6 Contractor's Responsibilities

The Contractor 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 Contractor acknowledges and agrees that the Contractor 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 Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

8.7 Additional Insurance

The Contractor shall, at its own cost, obtain, provide and maintain such other insurance or amendments to the insurance policies required under this Agreement as the City may reasonably require. Without limiting section 4.5, the Contractor will cause, in respect of any sub-contractors providing Services under this Agreement, that such sub-contractors at their own cost, obtain, provide and maintain any such additional or amended insurance policies.

8.8 Waiver of Subrogation

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

8.9 Protection of Property

The Contractor shall protect the City's property and adjacent properties from damage that may arise as the result of the Contractor's performance of the Services. Any City property so

damaged shall be repaired and restored by the Contractor at the Contractor's expense to at least the condition it was in prior to such damage.

8.10 WorkSafe BC And Occupational Health and Safety

The Contractor 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 Contractor 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 Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing;
- (d) without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor 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. This indemnity will survive expiration or termination of this Agreement;
- (e) 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;
- (f) the City may, on 24 hours written notice to the Contractor, 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 Contractor or otherwise, any deficiency or immediate hazard; and
- (g) it will comply with all the WorkSafe BC Occupational Health and Safety Regulations for hazardous materials and substances, and in particular the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

9.0 TERMINATION

9.1 Termination by City

The City and the Contractor may terminate this agreement at any time by written agreement or the City may:

- (a) by written notice to the Contractor, terminate this agreement with immediate effect or on a future date specified in the notice, for any reason whatsoever; and

- (b) if the Contractor fails to perform any of the Contractor's obligations under this Agreement, by written notice to the Contractor, require that the default be remedied within a reasonable time period specified in the notice and, if the Contractor fails to remedy the default within the specified time period (or such longer time period as the City may agree), without limiting any other right or remedy the City may have at law or in equity, terminate this Agreement with immediate effect by providing further written notice;

9.2 Termination by Contractor

If the City fails to make payment to the Contractor in accordance with this Agreement, then the Contractor may, without limiting any other right or remedy the Contractor may have at law or in equity, by providing written notice to the City, require that such default be corrected within a reasonable time period specified in the notice and, if the City fails to make payment within the specified time period (or such longer time period as the Contractor may agree), terminate this Agreement with immediate effect by providing further written notice. If the Contractor terminates the Agreement under this section 9.2, the Contractor shall be paid forthwith by the City for all Services performed pursuant to this Agreement and remaining unpaid as of the effective date of such termination. In the event of any other default by the City, the Contractor shall only have the right to claim for damages, but not the right to terminate the Agreement.

9.3 Limitation of City's Liability

The Contractor agrees that notwithstanding anything herein, whether express or implied, the City shall not be liable to the Contractor for any loss or damage of any nature whatsoever flowing from early termination of this Agreement, including without limitation any special, incidental, direct, indirect or consequential damages arising out of such early termination save and except for the payment of such Services as may have been performed in accordance with this Agreement up to the effective date of termination.

9.4 Curing Defaults

If the Contractor is in default of any of its obligations under this Agreement, then the City may notify the Contractor and, without terminating this Agreement, upon five days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. 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 Contractor.

9.5 Death or Incapacity

If the Contractor is an individual and dies or becomes incapacitated before completing the Services under this Agreement, this Agreement will automatically terminate as of the date of such death or incapacity, and payment will be made by the City in accordance with this Agreement for the Services performed and Disbursements incurred and remaining unpaid as of the effective date of such termination.

10.0 COMPLIANCE WITH LAWS AND JURISDICTION

10.1 Governing Laws

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that, subject to 12.1 of this Agreement, any action under this

Agreement be brought in such courts. The City and the Contractor further agree 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 Attornment

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

10.3 Compliance with Applicable Laws

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

10.4 Interpretation of Enactments

The Contractor will, as a qualified and experienced Contractor of the Services, interpret enactments and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor 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.

10.5 Business License

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

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 Contractor will keep strictly confidential any Confidential Information supplied to, obtained by, or which comes to the knowledge of the Contractor 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 provide the Services or comply with law.

11.2 Freedom of Information and Protection of Privacy Act

The Contractor 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 Contractor agrees to return to the City all of the City's property upon the expiry or termination of this Agreement, including any and all copies or originals of reports provided by the City.

11.4 Use of Work Product

The Contractor hereby irrevocably sells, assigns and transfers to the City the right, title and interest worldwide in and to all Work Product.

12.0 DISPUTE RESOLUTION

12.1 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute arising out of or in connection with this Agreement, or in respect of any legal relationship associated therewith or derived therefrom ("**Dispute**") by amicable negotiations and by providing frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiation, failing which, the Dispute shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre pursuant to its applicable Rules. The place of arbitration shall be Parksville, British Columbia, Canada, unless the parties mutually agree to another place of arbitration.

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 Contractor 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 Contractor 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 CONFLICT OF INTEREST

14.1 No Conflict of Interest

The Contractor represents and warrants to the City that the Contractor does not have an interest, directly or indirectly either individually or in conjunction with another entity in any firm, association, syndicate, company, corporation or other business enterprise which could benefit or otherwise be affected by any decision likely to be made by the City in reliance on or as a result of the Services provided by the Contractor under this Agreement. The Contractor will comply with the City's conflict of interest and standards of business conduct procedures notwithstanding the Contractor is an independent contractor and not an employee of the City.

14.2 No Conflict with Other Relationships

The Contractor will not, during the Term, and any extension of the Term, perform a service for or provide advice to any person, firm or corporation, if in the reasonable opinion of the City, such performance will give rise to a conflict of interest between the Contractor and the City, and the Contractor will take all steps to ensure the avoidance of all direct or indirect conflicts

of interest (either actual or potential) between the interests of the Contractor and its directors, officers, servants, agents and employees, and those of the City.

14.3 Disclosure of Conflict of Interest

The Contractor will immediately disclose all conflicts of interest and potential conflicts of interest to the City as soon as any real or perceived conflict of interest arises.

14.4 Good Faith

The Contractor will discharge the Contractor's obligations to the City in all dealings and transactions relating to the Services in the utmost good faith.

15.0 GENERAL

15.1 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 Contractor 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.

15.2 Amendment

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

15.3 Merger and Survival

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

15.4 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.

15.5 Right of Set Off

In addition to any other set-off provisions in this Agreement, the City will be entitled to set off against a reasonable amount due or owing to the Contractor by the City and for which the City is liable by virtue of the Contractor's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of the Services under this Agreement, an amount sufficient to indemnify the City against costs to remedy the Contractor's default and against costs of third party claims that arise in connection with the Services. The City will also have the right to withhold any payment which relates to that portion of the Services which have not been provided by the Contractor in accordance with the terms of the Agreement. When the City is satisfied that the Services have been performed in accordance with the terms and

conditions of this Agreement, the City will cause to be paid to the Contractor, any amount then held back by the City.

15.6 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.

15.7 Independent Legal Advice

The Contractor confirms it has sought and obtained independent legal advice, or has elected to not seek and obtain independent advice, in entering into this Agreement.

15.8 Time is of the Essence

Time shall be of the essence of this Agreement.

15.9 Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement will be in writing and delivered by hand, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

(a) If to the City:

City of Parksville
100 Jensen Ave. E
Parksville, BC V9P 2H3
E-mail: kmartin@Parksville.ca

(b) If to the Contractor:

Contact Name
Company Name
Address
E-mail:

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this section. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of e-mail, when a legible e-mail is received by the recipient if received before 5:00 p.m. on a Business Day, or on the next Business Day if such e-mail is received on a day which is not a Business Day or after 5:00 p.m. on a Business Day, and in the case of delivery by prepaid registered mail, as aforesaid, on the fifth Business Day after the date of posting provided that in the event of a postal strike notice by prepaid registered mail shall be deemed to be received on the fifth Business Day after the date on which regular postal service resumes. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications will be delivered by hand or e-mail.

15.10 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.

15.11 Assignment

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

15.12 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.

15.13 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.

15.14 Further Assurances

Each party will execute and deliver promptly all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions of this Agreement.

15.15 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.

15.16 Enurement

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

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the date first written above by their respective and duly authorized representative.

CITY OF PARKSVILLE

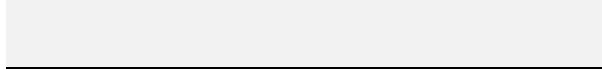
Signature

Signature

Print Name and Title

Print Name and Title

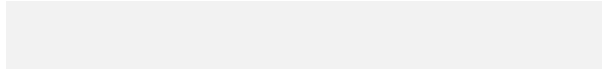
CONTRACTOR



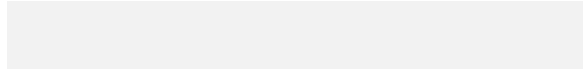
Signature



Signature



Print Name and Title



Print Name and Title

APPENDIX 1 – SCOPE OF SERVICES

The Services shall consist of all Services described in this Agreement, and the Proposal (as amended by Appendix 3 if applicable) and shall include the following:

[INSERT DETAILED LIST OF ALL SERVICES REQUIRED.]

APPENDIX 2 – PROPOSAL

[INSERT COPY OF PROPOSAL]

APPENDIX 3 – SPECIAL TERMS AND CONDITIONS AND NEGOTIATED CHANGES

SCHEDULE C – FORM OF PROPOSAL

Website Portal: <https://pryceadvisory.bonfirehub.ca/>

RFP Project Title: Supply, Delivery and Installation of One (1) Salt Shed

RFP Reference No.: 2240-20-SALT

Provide the following:

Legal Name of Proponent	
Contact Person and Title	
Contact Telephone Number	
Contact Email Address	
Business Address	
WorkSafe Number	
Health and Safety Coordinator	

1. CERTIFICATION AND ACKNOWLEDGEMENT

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 Bonfire (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.

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

Schedule C-1 – Exceptions, Departures and Alternatives

Schedule C-2 – Questionnaire

Schedule C-3 – Proponent’s Pricing Proposal

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 Authorized Signatory	
Name and Title (please print)	
Signature of Authorized Signatory	
Name and Title (please print)	

SCHEDULE C-1 – EXCEPTIONS, DEPARTURES AND ALTERNATIVES

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. Exceptions and departures are not used in the evaluation of RFP Proposals but are dealt with following the evaluation and therefore do not impact scoring. Departures requested in Schedule C-1 will not form part of the Contract unless, and until the City agrees to them, in writing.

1. 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):

Section Reference	Exception Description	Rationale	Proposed Wording

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

Section	Requested Departure(s) / Alternative(s)

SCHEDULE C-2 – QUESTIONNAIRE

Proponents should respond to the questions under each heading clearly and concisely.

Through the information provided in your Proposal, the City of Parksville expects to gain an in-depth understanding of a Proponent's experience, capabilities, and 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:

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. When more than three project references are provided, only the first three listed will be reviewed and scored.

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 this Agreement; and
- (e) 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:

APPROACH AND METHODOLOGY

Q4: Provide a description of the general approach and methodology that the Proponent would take in performing and managing the Services:

A4:

Q5: Please provide a detailed work plan and schedule:

A5:

SCHEDULE C-3 – PRICING PROPOSAL

FEES

We hereby declare that we have carefully read and examined the RFP package and hereby offer to furnish all, labor, materials, equipment, transportation and all other services necessary to provide the Services stated in the RFP documents, for the following stipulated price:

A. Lump Sum of Supply, Delivery and Installation: \$ _____

B. (GST) - 5% of Item A: \$ _____

Total Proposal Price (A + B): \$ _____

Notes:

1. All items are in Canadian funds