REQUEST FOR PROPOSALS No. 21-007

Rental Coveralls and Related Services

ISSUED: January 20, 2021

CLOSING DATE AND TIME:
Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on February 12, 2021

Submissions and Questions are to be directed to:
Kurtis Felker, Purchasing Manager
Tel: (250) 390-6762
Email: kfelker@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proponent's Information Meeting:
No Proponent's meeting will be held. Should vendors wish to view the sites, they should make an appointment with the individual contact for each site.

Proposals will not be opened in public

Instructions to Proponents

Closing Date/Time/Submission Method
Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on February 12, 2021.

Submission Method:

By Email: In PDF format with "21-007 Rental Coveralls**"** as the subject line at this electronic address:

kfelker@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

Amendment to Proposals
Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda
If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals
The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

Unsuccessful Vendors
The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from experienced and qualified firms for supply and cleaning of coveralls and related services for the Regional District Departments identified herein. Cintas Canada Limited is the current provider.

The contract term is five (5) years. Anticipated start date is May 3, 2021.

2. BACKGROUND

The Regional District of Nanaimo provides regional governance and services throughout Vancouver Island's beautiful central east coast. Communities within the regional federation include the municipalities of Nanaimo, Lantzville, Parksville, and Qualicum Beach, as well as seven unincorporated Electoral Areas. Established in 1967, the RDN is British Columbia's fifth most populous Regional District, of 28 throughout the province, and home to more than 155,000 people.

3. SCOPE OF SERVICES

Supply coveralls and related services for the following locations:

i. Greater Nanaimo Pollution Control Centre, 4600 Hammond Bay Road, Nanaimo, B.C.
Site Contact: Robert Skwarczynski, Chief Operator, (250) 758-1157 ext. 6602

ii. Transit Services (2 locations)
Location 1: 6400 Applecross Road, Nanaimo, B.C.. 9 users have nameplates.
Location 2: 1 Port Drive, Nanaimo, B.C.
Site Contact: Brandon Miller, Superintendent, Fleet & Service Delivery, (250) 390-6755

iii. Solid Waste (2 locations)
Location 1: 1105 Cedar Road, Nanaimo, B.C.
Location 2: Church Road Transfer Station, 860 Church Road, Parksville B.C.
Site contact: Ben Routledge, Superintendent Scale & Transfer Service, (250) 722-2044

Please refer to Appendix A for the garments and related services for each location for bidding purposes only. Vendors are strongly encouraged make appointments and visit the sites to clarify for themselves the requirements. What is existing is what is required.

4. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information. Proposals should be succinct and to the point without unnecessary filler to assist with a timely evaluation. Please include with your proposal:

Technical criteria

a) Brief corporate background, history, and areas of expertise.
b) A statement on why should the RDN select your firm.
c) Primary key contacts and their roles in hierarchical order i.e. first contact, second contact etc..
d) Describe your Inventory Management process.
e) Describe your Quality Assurance process.
f) Describe your Problem Resolution process. Where does the RDN start? How do we escalate?
g) Describe your Garment replacement program. How long are garments typically in service before they are replaced? Are replacements new or reallocated?
h) Sustainability initiatives for the benefit of the local environment.
i) Social responsibility initiatives for the benefit of the local community.
j) Describe how you manage lost garments. Are their any costs associated? If so, provide costs.
k) If awarded, how much time do you need to mobilize from notification of award?

Financial Criteria

a) Submit a master Excel spreadsheet with tabs for each individual location with firm pricing based on the listed inventory items and the service frequency for each individual year 1, 2, 3, 4, & 5 including any additional costs your firm charges.
b) Pricing is to exclude applicable taxes.
c) The RDN does not pay fuel surcharges or any additional service charges not listed in your submitted pricing.

Proposals will be evaluated on the following basis 40% Technical, 60% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Min Cost/Cost x Fee Points.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

5. PROPOSED PURCHASE CONTRACT

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

6. GENERAL CONDITIONS

6.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

6.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

6.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

6.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

6.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

6.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through

another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

6.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, 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. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

6.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

6.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

APPENDIX A

Inventory by Location

Greater Nanaimo Pollution Control Centre	1 page
RDN Transit Location 1 – 6300 Hammond Bay	2 pages
RDN Transit Location 2 – Port Drive	1 page
Solid Waste Location 1 – Landfill	3 pages
Solid Waste Location 2 – Church Road	1 page

BILL TO: RDN - WATER POLLUTION
4600 HAMMOND BAY RD
NANAIMO, BC V9T 5A8

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
	X10224	4X6 XTRAC MAT INGO	01	F	1
	X10225	3X10 XTRAC MAT INGO	01	F	1
0001	X64156	FR EVIS CVRL/UTLSFT/NAVY/LS-046LS	01	F	11
0002	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-044LS	01	F	13
0004	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-042LS	01	F	13
0005	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-042LS	01	F	13
0006	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-044LS	01	F	13
0007	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-044LS	01	F	13
0008	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-042LS	01	F	13
0009	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-044LS	01	F	13
0010	X40944	CVRL/65PLY/35CTN/7.5OZ/CHR/LS-044LS	01	F	13
0012	X40637	CHEF CT/NOPKT/SNAP CL/WHT/LS-044LS	01	F	11
0013	X40637	CHEF CT/NOPKT/SNAP CL/WHT/LS-044LS	01	F	11

BILL TO: REGIONAL NANIMO TRANSIT
6300 HAMMOND BAY RD
NANAIMO, BC V9T 6N2

Location 1

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
	X10184	3X5 ACTIVE SCRAPER	01	F	2
	X2195	SEAT COVER-	01	F	6
	X27013	SIG AIR DSP ALU-	01	F	1
	X27017	SIG AIR CVR STGRY-	01	F	1
	X27058	SIG SOAP DSP ALU-	01	F	3
	X2729	CAR WASH TOWEL-	01	F	100
	X2729	CAR WASH TOWEL-	01	F	35
	X3030	LINEN BAG RACK-	01	F	4
	X3032	LINEN BAG-	01	F	4
	X5477	3X5 PHOTO SAFETY MAT	01	F	5
	X5479	3X5 PHOTO COFFEE MAT	01	F	1
	X6913	24OZ SYNTH WET MOP-	01	F	10
	X7540	GRAY MICROFIBER WIPE-	01	F	50
	X7540	GRAY MICROFIBER WIPE-	01	F	18
	X8072	SIG SANT SVC	01	F	3
	X84030	3X10 GRAY MAT	01	F	7
	X84430	4X6 GRAY MAT	01	F	3
	X9322	INST HAND SANT SVC	01	F	3
0002	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-042LS	01	F	12
0003	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-042LS	01	F	12
0004	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-044LS	01	F	12
0005	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-042LS	01	F	10
0006	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-050LS	01	F	12
0007	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-044LS	01	F	13
0008	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-054LS	01	F	11

RON Transit location 1

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
0009	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-050LS	01	F	13
0010	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-044LS	01	F	13
0011	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-046LS	01	F	11
0015	X40944	CVRL/65PLY/35CTN/7.5OZ/NVY/LS-044LS	01	F	12
0021	X40944	CVRL/65PLY/35CTN/7.5OZ/ORN/LS-044LS	01	F	11
0022	X40944	CVRL/65PLY/35CTN/7.5OZ/ORN/LS-044LS	01	F	11
0023	X40944	CVRL/65PLY/35CTN/7.5OZ/ORN/LS-052LS	01	F	11

BILL TO: REGIONAL DISTRICT OF NANA
1 PORT DR
NANAIMO, BC V9R 0H1

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
	X10184	3X5 ACTIVE SCRAPER	02	F	2
	X8072	SIG SANT SVC	02	F	2
	X84030	3X10 GRAY MAT	02	F	1
	X84430	4X6 GRAY MAT	02	F	3

Solid Waste location 1

BILL TO: C/O LANDFILL 1105 Cedar Road
REGIONAL DISTRICT OF
6300 HAMMOND BAY RD
NANAIMO, BC V9T 6N2

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
	X10184	3X5 ACTIVE SCRAPER	01	F	3
	X10184	3X5 ACTIVE SCRAPER	01	F	6
	X10223	3X5 XTRAC MAT INGO	01	F	4
	X10224	4X6 XTRAC MAT INGO	01	F	9
	X10225	3X10 XTRAC MAT INGO	01	F	11
	X2195	SEAT COVER-	01	F	7
	X3030	LINEN BAG RACK-	01	F	4
	X3032	LINEN BAG-	01	F	4
	X9322	INST HAND SANT SVC	01	F	6
	X9323	INST HAND SANT GEL RFL-	01	F	6
	X9980	SANIS SOAP DISPENSER WHITE-	04	F	6
0001	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-044LS	01	F	2
0001	X74792	FR CVRL/NMX/DLX/RYL W TRIM-044LS	01	F	1
0001	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	7
0002	X74792	FR CVRL/NMX/DLX/RYL W TRIM-036LS	01	F	1
0002	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XS	01	F	5
0003	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00S	01	F	3
0004	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	5
0005	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	3
0006	X76457	OVERALL CTN VIS YS2XVAL/ORNG-2XL	01	F	5
0007	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	1
0008	X74792	FR CVRL/NMX/DLX/RYL W TRIM-044LS	01	F	1
0008	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5
0009	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00S	01	F	3

RDN landfill
1105 Cedar Road

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
0010	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	7
0011	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-042LS	01	F	2
0011	X74792	FR CVRL/NMX/DLX/RYL W TRIM-044LS	01	F	1
0011	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	4
0012	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	9
0013	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	5
0014	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-048LS	01	F	3
0014	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	5
0015	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	9
0016	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	3
0017	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	9
0018	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	1
0019	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5
0020	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-042LS	01	F	2
0021	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-052LS	01	F	3
0021	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	7
0021	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	7
0021	XNAMEEMB	BLACK/ BLACK/ WHITE*	01	F	7
0022	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-072LS	01	F	11
0023	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5
0024	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-046LS	01	F	2
0024	X74792	FR CVRL/NMX/DLX/RYL W TRIM-048LS	01	F	2
0024	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	3
0025	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5

RDN Landfill
1105 Cedar Road

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY	U
0026	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XS	01	F	5	
0027	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	3	
0028	X76457	OVERALL CTN VIS YS2XVAL/ORNG-2XL	01	F	5	
0029	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	5	
0030	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XS	01	F	3	
0031	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	5	
0032	X74792	FR CVRL/NMX/DLX/RYL W TRIM-048LS	01	F	1	
0033	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XS	01	F	3	
0034	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5	
0034	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5	
0034	XNAMEEMB	BLACK/ BLACK/ WHITE*	01	F	5	
0035	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	5	
0036	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	5	
0038	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-044LS	01	F	4	
0038	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	4	
0039	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	9	
0040	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	5	
0041	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	5	

Solid Waste location 2

SHIP TO: RDN CHURCH RD TRANSFER ST
860 CHURCH RD
PARKSVILLE, BC V9P 2T8

EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY
	X10184	3X5 ACTIVE SCRAPER	01	F	6
	X10184	3X5 ACTIVE SCRAPER	01	F	6
	X2273	SPIRIT II BOTTLE SERVICE-	01	F	2
	X3030	LINEN BAG RACK-	01	F	2
	X3032	LINEN BAG-	01	F	2
	X7540	GRAY MICROFIBER WIPE-	01	F	25
	X7540	GRAY MICROFIBER WIPE-	01	F	9
	X8008	6 FOOT RACK-	01	F	2
	X84030	3X10 GRAY MAT	01	F	8
	X84330	3X5 GRAY MAT	01	F	6
	X84430	4X6 GRAY MAT	01	F	1
	X9322	INST HAND SANT SVC	01	F	3
	X9323	INST HAND SANT GEL RFL-	01	F	3
	X9980	SANIS SOAP DISPENSER WHITE-	04	F	3
0003	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XS	01	F	11
0004	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XS	01	F	7
0005	X76457	OVERALL CTN VIS YS2XVAL/ORNG - SZ PREM-5XL	01	F	7
0006	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	11
0007	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-048LS	01	F	5
0007	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	3
0008	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-050LS	01	F	2
0008	X76457	OVERALL CTN VIS YS2XVAL/ORNG-0XL	01	F	5
0010	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00L	01	F	7
0011	X40639	CVRL/CTN TWIL/HD/RFLCTV/ORG-044LS	01	F	3
0011	X76457	OVERALL CTN VIS YS2XVAL/ORNG-00M	01	F	5

REGIONAL DISTRICT OF NANAIMO

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule “A” (the “Services”) and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

a) Prior to the commencement of the Services the Contractor shall provide a certificate of general commercial liability insurance in the amount of $2,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.

b) Automobile Liability on all owned or leased vehicles in an amount not less than Two Million Dollars ($2,000,000)

c) Contractor is responsible for any other insurance required to protect their interests.

d) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage & Prime Contractor Designation

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;

b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and

c) General Requirements, Section 3.10 WorkSafe BC.

9. Termination

Notwithstanding any other provision of this Agreement:

(a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff

SAMPLE

(b) Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

14. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

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15. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

16. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

17. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

18. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

19. CSA Seal or Provincial Certificate Approval

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2012) as adopted and amended by the Province of British Columbia (hereinafter referred to as the "Electrical Code"), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

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20. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

21. Warranty and Guarantee

The work shall be warranted to be free of defects and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contract, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

22. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules and regulations, whether federal, provincial or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

23. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

24. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

25. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

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26. Change Orders

If for any reason it may become desirable during the course of the work to change the alignment, dimensions or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

27. Collection of Personal Information

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

a) the purpose for collecting it;

b) the legal authority for collecting it; and

c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

SAMPLE

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

_____
Signature

_____
Printed Name

For the Contractor:

_____
Signature

_____
Printed Name

SAMPLE

SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined below:

<Insert locations and inventory here>

SCHEDULE "B"

FEES & EXPENSES

<Insert Pricing Information here>

Pricing excludes applicable taxes.
The RDN does not pay fuel surcharges or any additional service charges not listed in your submitted pricing.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.
All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis unless otherwise negotiated and agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.

All reference to money in this Contract shall refer to and mean lawful money of Canada.

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