



CITY OF GRAND FORKS

REQUEST FOR PROPOSAL

FUEL PUMP REPLACEMENT

RFP-PW2015-01

Date of Issue: July 21, 2015

Overview of the Requirements

The City of Grand Forks is seeking proposals for the supply and installation of 2 Fuel Pumps and Fuel Controls & Fuel Management software for City operations.

The purpose of this Request for Proposal (RFP) is to solicit proposals from contractors (Proponents) interested in providing the above noted supply. Note that the scope may change depending upon budget availability and availability of City staff. The Proposal will be evaluated in accordance with Section 3 of this RFP. Based on the evaluation, the City intends to select a proponent who, in the sole and unfettered opinion of the City, best meets the criteria as stated in Section 3.

Interested firms must demonstrate their ability to achieve a high standard of quality in delivery services for supplies of this nature, size, and complexity. All proposals marked "**FUEL PUMP REPLACEMENT, Confidential – Do Not Open**", will be received by **2:00 PM, local time on or before August 26, 2015**, at:

City of Grand Forks,
Box 220, 7217 4th Street
Grand Forks, BC
V0H 1H0
Attn: Corporate Officer

City Of Grand Forks Designated Contact Person:

Attention: David Reid, Manager of Operations,
City of Grand Forks
Box 220, 130 Industrial Drive
Grand Forks, BC
V0H 1H0
Phone: 250.442.4148
E-mail: dreid@grandforks.ca

The City of Grand Forks reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion. The City reserves the right to accept a proposal other

than that with the highest evaluated score without stating reasons. By submitting a proposal, the proponent waives any right to contest, in any proceedings or action, the right of the City to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work, in its sole and unfettered discretion.

This Request for Proposal does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

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1.0 REQUEST FOR PROPOSAL (RFP)

1.1 DEFINITIONS

Throughout this Request for Proposal, terminology is used as follows:

- a) "City" means The Corporation of the City of Grand Forks;
- b) "Contract" means the written agreement resulting from this RFP executed by the City and the successful Proponent.
- c) "must", "mandatory", "will" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "RFP";
- e) "Proposal" means a submission by a Proponent in response to this RFP;
- f) "should", "may" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

1.2 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the City of Grand Forks Designated Contact Person by **12:00 noon, local time, August 12, 2015**. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted on BC Bid and CIVICINFOBC by 4:00 PM the next business day. Questions received after the inquiry deadline will not be answered.

1.3 CLOSING DATE

1.3.1 FINAL DATE AND TIME FOR RECEIPT OF SUBMISSIONS

Sealed submissions, clearly marked on the outside of the envelope with the words "**FUEL PUMP REPLACEMENT, Confidential – Do not Open**", will be received at the office of the Designated Contact Person, **2:00 PM, local time, August 19, 2015**. Submissions will not be opened publicly.

Submissions must not be submitted electronically by facsimile or email. Submissions and their envelopes should be clearly marked with the name and address of the Proponent and the program title.

1.3.2 CONTACTS DURING THE RFP PROCESS

The Designated Contact Person for the Corporation of the City of Grand Forks is the City's only representative authorized to communicate and otherwise deal with Proponents and all Proponents must communicate and otherwise deal with that person only. Contact with any other City representative, including Members of Council, officers or employees of the City regarding this RFP or a Proponent's submission may result in that proposal being removed from consideration for this and any future competitions.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of

notice of removal, stating clearly the reason(s) that they feel that their submission should be reinstated. Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

1.4 LATE SUBMISSIONS

Late submissions will not be accepted and will be returned, unopened, to the Proponent. In this case, the City has no obligation to proceed.

1.5 NO OBLIGATION TO PROCEED

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City.

1.6 SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on BC Bid and the City's website at www.grandforks.ca. Notification will not automatically be sent to Proponents. It is the Proponent's sole responsibility to ensure all notifications, addenda and additional information is obtained. All addenda must be acknowledged in your submission on the Certification Document.

1.7 EXAMINATION AND INTERPRETATION OF DOCUMENTS

Each Proponent shall review all RFP documents and shall promptly report and request clarification of any discrepancies, deficiencies, or errors. Any such request must be submitted at least 5 working days prior to the Closing Date. Where such requests result in a change in the RFP, the City will prepare and issue an addendum to the RFP.

Request for clarification shall only be by written request, either couriered, hand delivered, email or faxed to the City's designated contact. All requests must be submitted in accordance with clause 1.2 herein.

1.8 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee formed by the City.

1.9 EVALUATION AND SELECTION

The evaluation committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Proposals that meet all the mandatory criteria will then be evaluated and scored against the desirable criteria. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding.

1.10 DOCUMENTS

A completed set of the forms from Schedule A, B, C, and D must be included with the proposal (Certification Document, Fees, Questionnaire, and Proponent Information).

1.11 AUTHORIZED SIGNATOR

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

1.12 CHANGES TO PROPOSAL WORDING

The Proponent shall not change the wording of its proposal after closing and no words or comments will be added to the Proposal unless requested by the City for purposes of clarification.

1.13 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

1.14 ACCEPTANCE OF PROPOSALS

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Proposals will be evaluated using the mandatory and desirable criteria provided herein. The City will be under no obligation to receive further information, whether written or oral, from any Proponent.

1.15 DEFINITION OF CONTRACT

Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

1.16 MODIFICATION OF TERMS

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

1.17 OWNERSHIP OF PROPOSALS

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

1.18 CONFIDENTIALITY OF INFORMATION

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City's are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, in any, over the course of any Contract for service which arises out of this RFP process.

Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the City.

1.19 PROPONENTS' MEETING

A site meeting is scheduled for August 4, 2015 at 10:00am at the Public Works Yard, 130 Industrial Drive, Grand Forks, BC, V0H 1H0.

1.20 INTERVIEWS WITH PROPONENTS

The City reserves the right to interview any or all Proponents, subsequent to submission of all proposals.

2.0 SERVICES

2.1 SERVICES

Following execution of the Contract, the successful Proponent will provide the City with individual work programs and associated fees for each project comprising the work for the year. The scope of each work program will be defined, in consultation with the City, and the subsequent fees and scope will be agreed to between the parties.

2.2 PROPOSED SCHEDULE

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Proposed Date
Issue RFP	July 21, 2015
Site meeting	August 4, 2015
Close RFP	August 26, 2015
Selection of preferred proponent	September 1, 2015
Completion of project	September 30, 2015

2.3 FORM OF CONTRACT

Any Contract with a Proponent will be substantially similar to the terms and conditions of the City's General Services agreement. Sample is attached as SCHEDULE F.

3.0 EVALUATION CRITERIA

3.1 EVALUATION PROCESS

Proposals will be checked against the mandatory criteria. Submissions not meeting all mandatory criteria will be rejected without further consideration. Submissions that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria.

3.2 MANDATORY CRITERIA

The following are mandatory criteria. Proposals not clearly demonstrating that they meet all the mandatory criteria will receive no further consideration during the evaluation process.

Item	Mandatory Criteria
a)	Proposal must be received at the closing location by the specified closing date and time.
b)	Certification Document, Fees, Questionnaire, and Proponent Information completed.
c)	The correct number of copies of the proposal must be submitted.

3.3 DESIRABLE CRITERIA

Proposals meeting the mandatory requirements will be further assessed against the criteria outlined in the SCORECARD, a copy of which is contained in Schedule E.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Team will be final and binding. It is the Proponent's responsibility to ensure that their submitted proposal addresses all evaluation criteria to receive full consideration.

4.0 PROPOSAL FORMAT

4.1 NUMBER OF COPIES

Three (3) copies of the Proposal must be submitted.

4.2 FORMAT AND SEQUENCE

The following format and sequence must be followed in order to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Minimum font size of 12.
- All pages are to be consecutively numbered.
- Transmittal/Cover Letter
- Table of Contents
- Proponent's Certification, Fees, Information, and Questionnaire Documents: Signed by authorized company representative
- Copy of Professional Errors and Omissions Insurance

The main body of the proposal must be organized under the following headings and limited to the maximum number of pages specified for each heading.

1. Understanding of the objectives and Proponent's approach to meeting those objectives:
 - The Proposal should demonstrate a clear and coherent understanding of the City's requirements and needs and the opportunities and challenges that may surface during the period of the Contract.
 - Indicate why you are interested in the City as a client.
2. Proponent Experience:
 - Provide details of consultant's experience that is relevant to the City's needs and objectives.
 - Demonstrate quality control and management techniques used by the firm to complete projects within budget and on time.

- Provide examples of successful project delivery by key staff members.
- Indicate local knowledge and experience.
- Examples of innovative or non-traditional approaches to solving problems.
- Identify number of years Proponent has been in business.

3. Proponent Team:

- The Proposal should demonstrate that the team and its members have all the necessary skills and abilities to undertake the work that will be required.
- Resumes of key personnel should be provided in an Appendix.
- Identify proposed sub consultants.
- Demonstrate experience and expertise of the proposed team members.
- Specify each team member's role and responsibility on previous projects.
- Identify capacity of team to commit to City's objectives and priorities.

4. Appendices:

- Supply Data Sheets – Specific product highlights and delivery timelines

5.0 REQUIREMENTS

5.1 SUMMARY OF REQUIREMENTS

The City of Grand Forks needs to update 2 Fuel Pumps, Fuel Controls and Fuel Management Software located at the Public Works Yard. The objective of this RFP is to identify and select a proponent that best meets the requirements as described in section 5.3 Fuel Pump Replacement.

5.2 BACKGROUND

Grand Forks is a picturesque community, located in the southern interior of British Columbia, in what is commonly known as the Boundary Country, a region found between the Okanagan Valley and the Kootenays. The hub of the Boundary Country, Grand Forks, is strategically located on the Canada/US border, 522 km/324 mi east of Vancouver and 726 km/451 mi west of Calgary, Alberta. Access is via the Crowsnest Highway #3, Grand Forks Airport and two border crossings, one located approximately 20 km east and one approximately 8 km west of Grand Forks.

The current population consists of approximately 4,000 people throughout the 10.44 square kilometres within the boundaries of the City of Grand Forks.

The Public Works Yard currently has the following fueling system in place:

- Two 4500l below ground storage tanks for Gasoline and Diesel (to be converted within 2-5 years to above ground tanks)
- Outdated fuel pumps
- Outdated Computrol Controls & Pro Fuel Management Software (ProFuel 2 Software is available as well)
- Communication via RS232 to Wifi converter (Lantronix)

Please see attached pictures of pumps, controller, and surrounding area in Section 5.5

5.3 REQUIREMENTS

The proposal must include the following:

- Removal and all costs related to the disposal of the old pumps and computrol system
- Delivery and installation of new pumps.
- Pumps must have the following capabilities:
 - For Commercial Applications
 - Island Installation
 - Weights and measures certified
 - External Filter Kit
 - Need to work with below and above ground storage tanks
- Pumping Rates for proposed Diesel & Gasoline Pumps
- Installation and configuration of new fuel controller and associated fuel management software.
- Communication to be via Wifi or RS232-to-Wifi converter.
- Controller needs to have Ethernet Jack for future communications use.
- Hours of work are 7am – 3:30pm Monday – Friday. Any additional cost incurred to the City due to call outs or scheduling will be paid by proponent.

5.4 DELIVERABLES

The City of Grand Forks requires the installation to be complete by September 30, 2015. Specific deliverables include those listed in Section 5.3 above.

5.5 PICTURES





SCHEDULE A - CERTIFICATION DOCUMENT

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address: _____

Print Name and Title of Authorized Signing Officers: _____

Signature of Authorized Signing Officer: _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Signed this _____ day of _____, 2015.

SCHEDULE B – FEES

1.1 CONTRACT INITIATION

(1) The fee for Contract Initiation services is as follows:

_____ dollars (\$_____).

This is based on an estimate of _____ hours.

(2) The fee is net of Goods and Services Tax. GST will be added at time of invoicing.

1.2 STANDARD DELIVERY AND FUEL COST

(1) The cost for 2 Fuel Pumps is:

_____ dollars (\$_____).

(2) The cost for the fuel controller is:

_____ dollars (\$_____).

(3) The cost for the fuel management software is:

_____ dollars (\$_____).

(4) The annual support for the fuel management software is:

_____ dollars (\$_____).

(5) The cost for labour for the installation of all components listed is:

_____ dollars (\$_____).

(6) Optional Extra's Cost for _____ is as follows:

_____ dollars (\$_____).

(7) The fees are net of Goods and Services Tax. GST will be added at time of invoicing.

1.3 EMERGENCY DELIVERY FEES

(1) Ad-Hoc Technical pump support fees are _____ per hour

(2) Ad-Hoc Technical software support fees are _____ per hour

(3) Travel time fee per km is _____ or travel time fee per hour is _____.

(4) The fee is net of Goods and Services Tax. GST will be added at time of invoicing.

SCHEDULE C - PROPONENT INFORMATION

1.1 LEGAL NAME AND ADDRESS

1.2 OWNERSHIP STRUCTURE

1.3 Proof of COMMERCIAL GENERAL LIABILITY INSURANCE (Type of coverage, carrier, and amount of coverage). The minimum amount of \$5,000,000 per occurrence that indemnifies the City against any and all injuries and claims and names the City of Grand Forks as additional insured.

1.4 Automobile Liability _____ (Company)

_____ (Amount) Expires: _____

1.5 WorkSafeBC INSURANCE

Number _____

1.6 Product Liability _____ (Company)

_____ (Amount) Expires: _____

1.7 CITY OF GRAND FORKS BUSINESS LICENCE

Number: _____

1.8 REFERENCES

Company	Contact Person	Telephone	Email

SCHEDULE D – QUESTIONNAIRE

Question	Response
What is the warranty on parts and labour for the Fuel Pumps?	
Describe your post installation support and maintenance for the Fuel Pumps and what is your response time?	
Describe your post installation support and maintenance for the Controller and Fuel Management Software and what is your response time?	
Any additional highlights about your proposal/company/software that is valuable to our specific needs?	

SCHEDULE E – SCORECARD

1. **Understanding Our Objectives** – How well has the proponent demonstrated that they understand our unique objectives and circumstances?

10	8	6	4	2
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High level of understanding, we're on the same wavelength

They are treating this as a generic project

2. **Proposals Thoroughness & Approach** – How well does the proponents' approach address our objectives and circumstances?

10	8	6	4	3
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Excellent approach – covers all the bases in a logical manner

Their approach is narrowly focused – City staff will have to cover numerous other elements

3. **Firm Qualifications & Experience** – What resources is the proponent willing to commit to Grand Forks and how well can the proponents team deliver the goods to ensure successful projects?

10	8	6	4	2
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Excellent Team with the right combination of experience, skills and local knowledge. The team is well led

Weaknesses noted in experience and skills. Capacity to meet deadlines is a concern

4. **References** – What is the proponents' track record in other similar sized communities?

10	8	6	4	2
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Outstanding – a lot of experience and consistently satisfied clients

Not a lot of experience and/or some client dissatisfaction

5. **Product Capabilities** – How well does the product capabilities fulfill our mandatory current and our anticipated future needs?

20	15	10	5	0
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Highly capable – all elements are well covered

Narrow range – basic support

6. **Financial Cost/Benefit to the City** – How well does the supply's cost relate to a valuable benefit for the City?

20	15	10	5	0
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Highly beneficial

Cost/Benefit ratio does not suite our current needs.

7. **Trustworthiness** – How confident are we that we can place our trust in the proponent and the core team members to always act in the best long-term interests of the City (rather than their own short-term self interest)?

10	8	6	4	2
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High Level of Trust

Low Level of Trust

8. **Post Installation Customer Support** – What does the proponent's post installation support and approach look like?

20	15	10	5	0
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Highly capable, systematic and organized

Hit or miss

9. **Overall Impression** – What is the reviewers overall impression of the suitability of the proponent for this project?

10	8	6	4	2
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Highly Impressed

Moderately impressed

Not very impressed

Total Score _____ / 120

Reviewed by: _____

Proposal Submitted by: _____

SCHEDULE F – SAMPLE CONTRACT

SAMPLE – GENERAL SERVICES CONTRACT FOR

RFP# SAMPLE

THIS AGREEMENT dated the _____ day of _____, 2014.

BETWEEN: **CITY OF GRAND FORKS**
7217 4TH St.
Grand Forks, BC V0H 1H0

(the “City”)

AND: **Company Name**
Address
City
Postal Code

(the “Contractor”)

GIVEN THAT the City wishes to engage the Contractor to provide certain services to the City and the Contractor wishes to contract with the City to provide such services to the City, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the City and the Contractor agree as follows:

Definitions

In this Agreement, in addition to the words defined above,

- (a) “Contractor’s Proposal” means the Contractor’s written proposal to the City for performance of the Services, dated _____, a copy of which is attached.
- (b) “City Representative” means David Reid or such other person as the City may appoint in writing.
- (c) “Governmental Approvals” means any licences, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services..
- (d) “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- (e) “Personnel” means any individuals identified by name in the Contractor’s Proposal and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the City;

- (f) "RFP" means the Request for Proposal for the services issued by the City dated _____.
- (g) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) "Specifications" means the specifications and other requirements for the Services set out in the RFP.
- (i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

Contractor Services

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Contractor shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the City and the City Representative;
- (e) promptly pay amounts owing to the City under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement

Term

This Agreement shall commence on _____ and expire on _____ (or the date the contract was executed.)

Contractor Personnel

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the City Representative.

Warranty as to Quality of Services

The Contractor represents and warrants to the City that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in

accordance with this Agreement and the Contractor acknowledges and agrees that the City has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

The City shall pay the Contractor for the performance of the Services as follows:

As per the cost arranged in the attached Services document dated _____.

Taxes

The City shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the City.

Invoices & Payment

Not more than once each month, the Contractor may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The City shall, to the extent the City is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the City.

City's Representative

The City appoints the City Representative as the only person authorized by the City to communicate with the Contractor in respect of this Agreement. The City shall not be bound to the Contractor by communication from any person other than the City Representative.

Indemnity

The Contractor shall indemnify, and save harmless, the City, and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement

Workers Compensation

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

Insurance Requirements

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the City and to:

- (a) name the City as additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the City with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the City Representative, acting reasonably.

Insurance Certificates

The Contractor shall provide the City with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the City.

City May Insure

If the Contractor fails to insure as required, the City may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.

Termination at City's Discretion

The City may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the City terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

Termination for Default

The City may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- (a) the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the City; or
- (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Services under this section, the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the City exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The City may set off against, and withhold from amounts due to the Contractor, such amounts as the City estimates shall be required to cover the City's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the City to complete all or any part of the Services.

Records

The Contractor:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the City and shall furnish the City with such information as the City may from time to time require regarding those documents; and

- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

Copyright and Intellectual Property

The Contractor irrevocably grants to the City the unrestricted licence for the City to use and make copies of for the City's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the City the unrestricted licence for the City to use for the City's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.

Agreement for Services

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its employees or contractors is engaged by the City as an agent of the City or has any authority to bind the City in any way whatsoever.

Withholding Taxes

The Contractor will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above.

Assignment

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the City, at its sole discretion.

Time of the Essence

Time is of the essence of this Agreement.

Alternative Rights and Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by e-mail, addressed as follows:

(a) To the City:

City of Grand Forks
130 Industrial Drive
Grand Forks, BC V0H 1H0
E-mail Address: dreid@grandforks.ca
Attention: David Reid

(b) To the Contractor:

Company Name
Mailing Address
City
Postal Code
E-mail Address:
Attention:

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

Interpretation and Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and

- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

CITY OF GRAND FORKS

by its authorized signatories:

Mayor:

Clerk:

[If Contractor is an Individual]

Signed, Sealed and Delivered in the presence of:

Witness:

Address:

Occupation

Name: _____

or

[If Contractor is a Corporation]

by its authorized signatories:

Name:

Name: