

REGIONAL DISTRICT OF OKANANGAN-SIMILKAMEEN
REQUEST FOR QUOTATION
FOR THE PROVISION OF
FIRE HALL JANITORIAL SERVICES

ISSUED ON: July 22nd, 2024

CLOSING DATE AND TIME: August 23rd, 2024 @ 2:00 PM, Local Time

Summary, Contents & Instructions:

Summary:

The Regional District of Okanagan-Similkameen (the “RDOS”) invites Quotations for the provision of janitorial services at four (4) Fire Halls, which conforms to the requirements/specifications provided on pages 3-4. The term of the agreement(s) will be one (1) year, with the option to extend the agreement with a 1-year extension, at the Regional District’s sole discretion.

This RFQ document sets-out: the details of the items required; the process for submission, evaluation, the terms and conditions and award of the Contract; plus, forms which outline the information a Respondent to this RFQ should submit in their quotation.

Contents:


This Request for Quotations (the “RFQ”) is organized into the following parts:

- **Part A: The Requirements** – See inventory List on page 26.
- **Part B: The RFQ Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the Regional District will enter into with the selected Vendor or Vendors. **A contract may not be necessary for each site. The RDOS may issue a Purchase Order.**
- **Part D: Submission Forms** – the forms a Respondent should submit in their Quotation.

Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:

	Whenever you see this box throughout the RFQ document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
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Part A: The Requirements/Specifications

1. Overview:

The RDOS invites quotations for the provision of basic janitorial services at four (4) Fire Halls:

- 1) Willowbrook Fire Hall
3395 Willowbrook Rd
Oliver, BC

- 2) Kaleden Fire Hall
303 Lakehill Rd
Kaleden, BC

- 3) Keremeos Fire Hall
513-7 St.
Keremeos, BC

- 4) Okanagan Falls Fire Hall
5013, 11th Ave.
Okanagan Falls, BC

2. Scope of Work:

Basic janitorial services are required and shall include the following:

Location: Okanagan Falls Fire Hall	
Frequency	Tasks
Weekly	Sweep & wash floors, front reception area, training Rm, radio room, Kitchen & Bathroom floors
Weekly	Clean 3 Bathrooms, Kitchen , including fridge, stove & microwave
Annually	Wash walls, ceiling lights, windows and window coverings.

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Location: Willowbrook Fire Hall	
Frequency	Tasks
Bi-monthly	Sweep & wash stairs, Training Rm, Kitchen & Bathroom floors
Bi-monthly	Clean 3 Bathrooms
Annually	Wash walls, ceiling lights, windows and window coverings.

Location: Kaleden Fire Hall	
Frequency	Tasks
Bi-monthly	Sweep & wash stairs, Training Rm, Kitchen & Bathroom floors
Bi-monthly	Clean 2 Bathrooms, Kitchen , including fridge, stove & microwave
Annually	Wash walls, ceiling lights, windows and window coverings.

Location: Keremeos Fire Hall	
Frequency	Tasks
Weekly	Sweep & wash stairs, Training Rm, Kitchen & Bathroom floors
Weekly	Clean 3 Bathrooms, Kitchen , including fridge, stove & microwave
Annually	Wash walls, ceiling lights, windows and window coverings.

3. Instructions to Respondents:

- a) Respondents may choose to bid specific locations or bid all locations.
- b) The Regional District may hire on a split order basis or select one contractor for all sites, at its sole discretion.
- c) Respondents must provide three (3) current references for whom your company provides commercial janitorial services. The Regional District may contact any reference to satisfy its interests and may disqualify Respondents based on the results of those references.

Part B: The RFQ Process



This Part B details the terms and conditions of how this RFQ process will be run by the Regional District, and how the Vendor will be selected. Respondents to this RFQ must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Quotation being rejected.

1.1. Questions Regarding this RFQ:

Any question a Respondent has related to this RFQ process must be submitted to the RDOS in writing. Questions regarding this RFQ must not be submitted to the RDOS via any other method. Answers to questions received will be provided either directly to the Respondents or via an addendum to all Respondents, through the BC Bid System. Information obtained from any source other than the RDOS or through the BC Bid System is unofficial and must not be relied upon as part of this RFQ.

All questions regarding this RFQ must be submitted prior to the 'Deadline for Questions' detailed under Section 1.2 (Timetable) of this RFQ. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFQ and the RDOS shall not be held responsible for any misunderstanding by the Respondent.

The Respondent is solely responsible for seeking any clarification required regarding this RFQ, and the Regional District shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFQ process will run to the following timetable. This timetable may be amended at the Regional District's discretion through the issuance of an addendum to this RFQ.

Event:	Date:
Issue Date of this RFQ	July 22 nd , 2024
Deadline for Questions	August 16 th , 2024 @ 2:00 PM
Last Day for Issue of Addenda	August 20 th , 2024
RFQ Closing Date and Time:	August 23 rd , 2024 at 2:00 PM Local Time

1.3. Site Meeting Details:

A non-mandatory site meeting will be held at the following time and place to receive any questions Respondents may have before submitting a Quotation:

- **NOT APPLICABLE**

1.4. Submission of Quotations (Location, Date & Time, Format):

Quotations to this RFQ should be submitted in accordance with the following:

Quotations may be submitted by hand to:

Mike Ummenhofer, Manager of Procurement
Regional District of Okanagan-Similkameen,
Reception, 101 Martin Street, Penticton BC V2A 5J9
up to August 16th, 2024 @ 2:00pm local time.

Quotations may also be sent electronically to the following email address:

mummenhofer@rdos.bc.ca

Please Note: Respondents are cautioned that the timing of their quotation submission is based on when the quotation is received by the Regional District. Submissions can be delayed due to file size, transmission speed and other factors. For this reason, it is recommended that the Respondent(s) allow sufficient time to deliver or email their quotation, including all attachments and other submission details.

The RDOS assumes no responsibility for the receipt of quotations where the instructions detailed above have not been complied with.

2. Definitions Used in this RFQ:



The following are definitions used in this RFQ document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.

- 2.1. “Addenda” or “Addendum” means additional information or amendments to this RFQ, issued by the Regional District.
- 2.2. “Contract” means a written agreement for the provision of the requirements that may result from this RFQ, executed between the Regional District and the successful Respondent to this RFQ.
- 2.3. “Regional District, RDOS” means the Regional District of Okanagan Similkameen.
- 2.4. “Quotation” means a Quotation submitted by a Respondent in response to this RFQ.
- 2.5. “Respondent” means a person or entity that submits a Quotation to this RFQ.
- 2.6. “RFQ Closing Date and Time” means the date and time that Quotations to this RFQ must be received by in accordance with Section 1.2 of this Part B. The time will be determined by the RDOS System web clock.
- 2.7. “RFQ” means this Request for Quotations, including all Parts A to D.
- 2.8. “Section” means the numbered section of the referenced part of this RFQ.
- 2.9. “Requirements” means the Requirements which the Regional District seeks to be provided by the Vendor, as outlined in Part A.
- 2.10. “Sub Vendor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Requirements, in a subordinate relationship to the Respondent.
- 2.11. “Vendor” means the successful Respondent to this RFQ who enters into a Contract with the RDOS.

3. Amendment of a Quotation by Respondent:

A Respondent may amend a Quotation at any time up until the RFQ Closing Date and Time. Amendments may be submitted in the same way as the original Quotation, as detailed in Section 1.4 of this Part B.

4. Withdrawal of a Quotation by Respondent:

A Respondent may withdraw a Quotation that is already submitted at any time throughout the RFQ process, including after the Closing Date and Time. To withdraw a Quotation before or after the Closing Date and Time, the Respondent shall contact the RDOS in the same way as the original Quotation was submitted, as detailed in Section 1.4 of this Part B.

5. Addenda Issued by Regional District:

This RFQ may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Regional District may issue an Addendum in order to amend, clarify, or answer questions to this RFQ. Each Addendum will be issued through the RFQ

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opportunity on the BC Bid platform. Each Addendum will form an integral part of this RFQ. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Regional District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the Regional District may extend the RFQ Closing Date and Time in order to provide Respondents with more time to complete their Quotation.

Respondents will be requested to acknowledge any addenda issued using the addendum acknowledgement form, on page 14 and including the form with their submission.

5.1. Conclusion and Execution of a Contract

Neither the Regional District nor any Respondent shall be legally bound to provide or purchase the equipment or goods and services until the execution of a written Contract or issuance of a Purchase Order by the Regional District. Following an invitation to a Respondent, by the Regional District to conclude a Contract, it is expected that the Regional District and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Quotation.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Quotation.

The Regional District would seek to execute a Contract within 5 days of issuing an invitation to the Respondent to conclude a Contract. If the Regional District and Respondent do not, for any reason, execute a Contract within this time-period, the Regional District may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Quotation to conclude a Contract. The Regional District may then continue this process until a Contract is executed, or there are no further Respondents, or the Regional District otherwise elects to cancel the RFQ process entirely. For clarity, the Regional District may discontinue discussions with a Respondent if at any time the Regional District is of the view that it will not be able to conclude a Contract with that Respondent.

6. Other Terms & Conditions of this RFQ Process:

The following terms and conditions shall also apply to this RFQ:

6.1. Quotations in English:

All Quotations are to be in the English language only.

6.2. Only One Entity as Respondent:

The Regional District will accept Quotations where more than one organization or individual is proposed to deliver the Requirements, so long as the Quotation identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. Any other entity involved in delivering the goods and/or service should be listed as a Sub Vendor. The Respondent may include the Sub Vendor and its resources as part of the Quotation and the Regional District will accept this, as presented in the Quotation, in order to perform the evaluation. All Sub Vendors to be used in the Service must be clearly identified in the Quotation.

6.3. Quotations to Contain All Content in Prescribed Forms:

All information that Respondents wish to be evaluated must be contained within the submitted Quotation. Quotations should not reference external content in other documents or websites. The Regional District may not consider any information which is not submitted within the Quotation or within the pre-prescribed forms set-out in this RFQ.

6.4. Respondent's Expenses:

Respondents are solely responsible for their own expenses in participating in this RFQ process, including costs in preparing a Quotation and for subsequent finalizations of an agreement with the City, if required. The Regional District will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Quotation, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

6.5. Retention of Quotations and FOIPPA:

Quotations submitted to the Regional District will not be returned and will be retained by the Regional District and shall become the property of the Regional District upon submission. Respondents should note that the Regional District may choose to make public any part of this Quotation, any Quotation and any executed contract including the Vendors name and total contract price and further that, regardless of whether and the extent to which the Regional District elects to make anything available to the public, the Regional District would be required to disclose all or part of a Quotation or the executed contract pursuant to a request for disclosure under the Freedom of Information and Privacy Act (FOIPPA). Respondents should be aware of and review the Regional District's obligations under FOIPPA and the Regional District's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

6.6. Conflict of Interest:

All Respondents must disclose an actual or potential conflict of interest, by submitting the conflict-of-Interest form on page 15. The Regional District may, at its sole discretion, disqualify any Respondent from this RFQ process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and Regional District employees) create or could be perceived to create a conflict of interest.

The Regional District may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFQ process.

6.7. Confidentiality:

All information provided to Respondents by the Regional District as part of this RFQ process is the sole property of the Regional District and must not be disclosed further without the written permission of the Regional District.

6.8. Right to Cancel RFQ:

Although the Regional District fully intends to conclude a Contract as a result of this RFQ, the Regional District may at its sole discretion, cancel or amend this RFQ process at any time without any liability to any Respondent.

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6.9. **Governing Law and Trade Agreements:**

This RFQ is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

Part C: The Contract

SERVICES CONTRACT FOR "EXAMPLE"

THIS AGREEMENT dated the _____ day of _____, 2024.

BETWEEN: **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 Martin St
PENTICTON, BC V2A 5J9

(the "Regional District")

AND: **COMPANY**

Address
Address

(the "Contractor")

GIVEN THAT the Regional District wishes to engage the Contractor to provide certain services to the Regional District and the Contractor wishes to contract with the Regional District to provide such services to the Regional District, 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 Regional District and the Contractor agree as follows:

1. Definitions

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

"Contractor's Quotation" means the Contractor's written Quotation to the Regional District for performance of the Services, dated _____, a copy of which is attached.

"Regional District Representative" means _____ or such other person as the Regional District may appoint in writing.

"Governmental Approvals" means any licenses, 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.

"Governmental Authority" means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.

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“Personnel” means any individuals identified by name in the Contractor’s Quotation and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the Regional District;

“RFQ” means the Request for Quotations for the services issued by the Regional District dated July 22nd,2024.

“Services” means the services and work described in the RFQ, including all acts, services and work necessary to achieve the objectives set out in the RFQ.

“Specifications” means the specifications and other requirements for the Services set out in the RFQ.

“Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, covenants, 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.

2. 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, labour 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 Regional District and the Regional District Representative;
- (e) promptly pay amounts owing to the Regional District 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.

Project Scope Modifications

2.1 The Contractor is advised that the Regional District may modify elements of the project scope where these modifications are in the best interests of the Regional District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The Regional District will ensure the Contractors are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Contractor's work program, the Contractor shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of Regional District staff.

3. Term

This Agreement shall commence on [redacted] and expire on [redacted].

4. Contractor Personnel

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

5. Warranty as to Quality of Services

The Contractor represents and warrants to the Regional District 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 Regional District has entered into this Agreement relying on the representations and warranties in this section.

6. Remuneration & Reimbursement

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

[identify fees/disbursements or reference schedule or Contractor's Quotation]

7. Taxes

The Regional District 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 Regional District.

8. Invoices & Payment

Not more than once each month, the Contractor may deliver an invoice to the Regional District, 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 Regional District shall, to the extent the Regional District 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 Regional District.

9. Hold Back or Set Off

The Regional District may hold back payment or set off against payment if, in the opinion of the Regional District acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

10. Regional District's Representative

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

11. Indemnity

The Contractor shall indemnify, and save harmless, the Regional District, 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 willful 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

12. 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 Regional District, 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.

13. 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 Regional District 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 Regional District and to:

- (a) name the Regional District as additional insured
- (b) include that the Regional District is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a

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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 Regional District and shall provide that any coverage carried by the Regional District is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the Regional District 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 Regional District Representative, acting reasonably.

14. Errors & Omissions Insurance

The Contractor shall, at the Contractor's expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

Minimum Insurance

- (a) Contractor Services for projects not exceeding \$500,000 in value ----- \$1,000,000
- (b) Contractor Services for projects exceeding \$500,000 in value ----- \$2,000,000

*The Maximum deductible in all categories shall be \$50,000/\$100,000

The Contractor accepts responsibility for the acts and omissions of all Sub-Contractors it may engage in rendering the Service on the Project.

The Contractor's professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the Regional District with prior notice of changes and cancellations.

"The Insurer and the Insured Contractor shall provide written notice to be delivered by hand, or sent by registered mail to the Regional District at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy"

15. Insurance Certificates

The Contractor shall provide the Regional District 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 Regional District.

16. Regional District May Insure

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

17. Termination at Regional District's Discretion

The Regional District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the Regional District 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 Regional District 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.

18. Termination for Default

The Regional District 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 Regional District; 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 Regional District, if the Regional District terminates part or all of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as the Regional District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District 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 Regional District exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The Regional District may set off against, and withhold from amounts due to the Contractor, such amounts as the Regional District estimates shall be required to cover the Regional District's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the Regional District to complete all or any part of the Services.

19. 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 Regional District, 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 Regional District, 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 Regional District and shall furnish the Regional District with such information as the Regional District 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.

20. Copyright & Intellectual Property

The Contractor irrevocably grants to the Regional District the unrestricted license for the Regional District to use and make copies of for the Regional District'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 Regional District the unrestricted license for the Regional District to use for the Regional District'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 licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

21. 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 Regional District as an agent of the Regional District or has any authority to bind the Regional District in any way whatsoever.

22. Withholding Taxes

The Contractor will be 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 Regional District should the Regional District be required to pay any remittances described above.

23. Assignment

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

24. Time of the Essence

Time is of the essence of this Agreement.

25. Alternative Rights & 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.

26. 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 fax or e-mail, addressed as follows:

- (a) **To the Regional District:**
The Regional District of Okanagan-Similkameen
101 Martin St
Penticton, BC, V2A 5J9
Fax Number: (250) _____
E-mail Address: _____
Attention: _____

- (b) **To the Contractor:**

Fax Number: (250) _____
E-mail Address: _____
Attention: _____

or to such other address, e-mail address or fax number 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

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sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

27. Interpretation & 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.

28. 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.

29. 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.

30. 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.

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Regional District of Okanagan-Similkameen

by its authorized signatories:

Chairman:

CAO:

[IF CONTRACTOR IS AN INDIVIDUAL]

Signed, Sealed and Delivered in the presence of:)

)

_____)

Witness:)

Name:

)

_____)

Address:)

)

_____)

Occupation)

RFQ-Fire Hall Janitorial Services


[IF CONTRACTOR IS A CORPORATION]

by its authorized signatories:

Name:

Name:

Part D: Submission Forms

	This Part D contains forms detailing the information that should be submitted with the Quotation, as detailed in Part B.
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Part D Contents:

This Part D contains the following forms:

- Pricing Form
- Specifications Form
- Addendum Acknowledgement Form
- Conflict of Interest Form
- Exceptions to the contract form

PRICING FORM



Quotations must include the Pricing Form, below. No changes to this form shall be made, except for completing the requested pricing information in the spaces provided.

The form should be completed with; a PDF writer program; or by print, hand completion and email the price form to the email addresses provided.

Evaluation Factors:

The pricing submitted under this form will be evaluated using a Best Value Approach. Consideration shall be given to total cost, service delivery, past experience with the respondent, references, experience etc. The Regional District may prefer a quotation with a higher price, if it offers greater value, over a quotation with a lower price. The Regional District's decision shall be final.

1. Pricing Basis:

Pricing shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and freight (FOB West Kelowna). The PST and the GST shall be itemized separately where indicated.
- b. Prices are all-inclusive and include for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees.
- c. RDOS payment terms are net 30 days.
- d. The RDOS may modify services or remove locations to meet its budget requirements.

RFQ-Fire Hall Janitorial Services

Inventory List

1.1 Pricing Sheet

Location	Monthly Rate 2024/2025	Monthly Rate 2025/2026
Naramata Fire Hall		
Willowbrook Fire Hall		
Keremeos Fire Hall		
Okanagan Falls Fire Hall		

Taxes Extra.

Addendum Form (Must be included with Respondent's submission)

ADDENDA

We confirm that we have received and carefully reviewed all of the Request for Quotation Documents, including the Sample Contract and the following Addenda, if any:

Initials _____

Please initial the Addenda form

Conflict of Interest Form (Must be included with Respondent's submission)

What is a conflict of interest?

A conflict of interest is when you have a certain personal interest that may interfere with the interests you must have as someone connected to another person or entity, such as an employer or client. A conflict of interest can cause one party to question what another party's intentions are.

It can also call to question your ability to remain unbiased in your thoughts, ideas and decisions.

Conflict of Interest. The supplier represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the supply of goods and/or performance of services required hereunder. The Respondent further represents that no persons having any such interest shall be employed to perform those services.

Company Name: _____

Name and Title _____

Signature: _____

RDOS evaluation committee members shall also sign a conflict-of-interest statement (CIGS), below. If a member of the evaluation committee has acknowledged a conflict of interest with a particular Respondent or any Respondent associated with this RFQ, they shall be recused from the evaluation process.

Conflict of Interest. The RDOS evaluator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the evaluation and awarding of the goods and/or services required hereunder.

Name and Title of evaluator: _____

Signature: _____

(Please include with submission)

EXCEPTIONS TO CONTRACT FORM



Proposals must include the details requested in this– Exceptions to Contract Form. No changes to this form must be made, except for completing the requested information in the spaces provided.

This section of your Proposal must be labelled as “ Exceptions to Contract Form” and must be included with your submission.

Evaluation Factors:

- Ease for the District in accepting any proposed exceptions to the terms and conditions.

1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Contractor.

We further understand that by selecting Statement A, the District will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Contractor:
(please specify exceptions in space below):

RFQ-Fire Hall Janitorial Services

RESPONDENT INFORMATION

REQUEST FOR QUOTATION: **Fire Hall Janitorial Services**

CLOSING DATE: **August 23rd, 2024 @ 2:00 PM Local Time**

The undersigned Respondent has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the goods and services requested and will provide the goods and/or services as required and outlined by the Regional District.

This quotation is open for consideration for 60 days.

FIRM NAME: _____

ADDRESS: _____ CITY: _____

PROVINCE: _____

POSTAL CODE: _____ DATE: _____

PHONE NO. _____ FAX NO. _____

EMAIL: _____

SIGNATURE OF RESPONDENT: _____

PRINT NAME: _____