



Fort Nelson First Nation
RR1 Mile 295 Alaska Highway
Fort Nelson, BC V0C 1R0
T: 250.774.7257
F: 250.774.7260
fortnelsonfirstnation.org

Invitation to Quote

SEALED QUOTES must be clearly marked: "2021-01 Solid Waste Collection Services"

2. The contract is for a period of 24 months beginning April 1, 2021 ending March 31, 2023. With an option for an additional 12 months upon mutual consent. Each Quote shall include a proposed work schedule.
3. Quotation documents may be examined at the Administration Department, Fort Nelson First Nation, Administration Department

2026 Kennay-Yah Road, R.R. 1, Mile 295
Fort Nelson, British Columbia, V0C 1R0
4. The lowest or any Quotes will not necessarily be awarded the contract.
5. Provide proof (copies) of the following qualifications with your Quote:
 - a. Valid Vehicle Insurance
 - b. A copy of valid Driver's License
 - c. Driver's License Abstract
6. The successful proponent will have 72 hours to produce upon Notice of Award:
 - a. A letter of intent to purchase commercial insurance policy valid April 01, 2021. Or current certificate
 - b. WCB registration letter

For further information, please contact Terry Cavaliere, Director Public and Capital Works at 774-7257 or by emailing terry.cavaliere@fnnation.ca



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1.0 SOLID WASTE GARBAGE COLLECTION SERVICES DUTIES (Primary Services)

- 1.1 The Contractor is a public servant in the performance of his/her contractual duties for the Fort Nelson First Nation (the 'FNFN'), and shall act in good faith and with duty of loyalty and duty of care. All of the policies that are applicable to the employees of the FNFN are applicable to the Contractor.
- 1.2 The Contractor represents and warrants to the FNFN that the Contractor has the required qualifications, knowledge, skills, abilities, and experience to perform the duties and exercise the responsibilities that shall be required of the services.
- 1.3 The Contractor represents and warrants to the FNFN that the Contractor has knowledge of the laws applicable to the work and will adhere to all applicable laws, by-laws, and policies governing this work.
- 1.4 The Contractor is responsible for collecting, hauling, and disposing of residential and FNFN Facility garbage on reserve. The Contractor is not responsible for disposing of commercial garbage; this is the responsibility of individual business owners.
- 1.5 The Contractor is not prevented from entering into separate fee-for-service agreements for secondary garbage collection services with residents and business owners, and the FNFN will not be liable for any associated costs and payments related to the secondary services provided by the Contractor to residents and business owners. Secondary garbage collecting, hauling, and disposing provided to residents and business owners is not the responsibility of the FNFN and the Contractor cannot dispose secondary waste on reserve and secondary waste must be hauled to the Northern Rockies Regional District landfill.
- 1.6 The Contractor is required to adhere to the schedule set out by the FNFN. The Contractor will provide solid waste garbage collection, hauling and disposal services for all community residences and FNFN Facilities, on reserve:
 - a) Residential and FNFN Facilities garbage will be collected, hauled and disposed three (3) times per week on Monday, Wednesday and Friday between 9:00 a.m. and 3:00 p.m.;
 - b) FNFN Facilities garbage may require additional hauling (increased trips) if there is increased accumulation;
 - c) Garbage collection and hauling will be according to the agreed schedule.
- 1.7 The Contractor will dispose of residential and FNFN facilities solid waste garbage in the designated garbage bins provided by the FNFN.



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- 1.8 The Contractor is responsible to notify the FNFN Administrator that there is at least one (1) garbage bin at all residences on-reserve:
- The Contractor will ensure that defective bins are collected and replaced;
 - Residents are responsible for purchasing additional garbage bins at the set rate;
 - The Contractor is required to take all bagged and tied residential garbage;
 - Residents are limited to one bin per residence for designated weekly collection.
- 1.9 The Contractor is responsible for conducting the community spring clean-up. The Contractor is responsible to coordinate this one-time seasonal clean-up with the Northern Rockies Regional Municipality (the "NRRM") and the Capital Works Coordinator. The Contractor is responsible for organizing this annual event in consultation with the Capital Works Coordinator. If the NRRM sponsors one clean-up for the Region then the Contractor shall be limited to only one seasonal clean-up, and shall only bill the FNFN for one seasonal clean-up. The contractor must abide by the NRRM criteria for acceptable disposal items allowable in their landfill.
- 1.10 Only during the one-time seasonal community clean-up (spring) may the Contractor dispose of non-household garbage not ordinarily collected, hauled and disposed; items may include those items outlined in section 1.11. The Contractor will only collect items that are considered reasonable and safe to handle and accepted by the NRRM.
- 1.11 Except as outlined in section 1.10, the Contractor is not responsible for collecting, hauling and disposing of non-household garbage items such as, appliances - fridges, stoves, washers, dryers, Furniture, bagged clothing, lumber and renovation materials, windows, doors and glass products, Christmas trees, vehicles (parts and debris), and the like, etc. This is the responsibility of Residents.
- 1.12 The Contractor will collect, haul, and dispose of solid waste for five annual community events hosted by the Fort Nelson First Nation annually; (1) Spring-Fest, (2) Annual Community Clean-Up, (3) Aboriginal Day, (4) Annual Celebration, and (5) Chalo Christmas Concert/Community Christmas Dinner.
- During other extraordinary (secondary) events, the Contractor may provide garbage collection services, if requested and agreed and these services shall be considered secondary services and shall not be included in the award; and,
 - A purchase order will be provided for costs associated with the secondary service and payment of costs will be the responsibility of, and invoiced directly to, the department hosting the event and will be billed to their department.



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- 1.13 The Contractor will clean for Elders and FNFN facilities. on a quarterly basis, extraordinary cleaning requested by the FNFN shall be procured by purchase order and considered a secondary service and billed as such.
 - 1.14 The Contractor will remove/collect garbage (in and around the dumpsters) at all FNFN facilities including around the garbage rental dumpsters. The Contractor will ensure the dumpsters are clean to avoid attracting animals; this will be completed on a monthly basis. The Contractor will submit photos to Administrator as proof the bins are cleaned if the work is not being completed and complaints are filed.

Illegal Dumping on Reserve

- 1.15 The Contractor must report all witnessed incidents of illegal dumping on reserve. Illegal dumping includes, but is not limited to the following items being placed curbside or in FNFN facilities dumpsters: animal carcasses, appliances, car parts, and other non-bagged/illegal items.

Resident requirements and responsibilities

- 1.16 Residents are responsible to properly bag and securely tie all garbage.
- 1.17 Residents are responsible to place all garbage bins at the end of the street/driveway (curbside) for garbage collection. Residents not identified as mobility impaired persons are responsible to place garbage bins curbside, failure to do so will result in no garbage collection for that resident.
- 1.18 Elders and Mobility impaired persons will be identified by Administration and will be accommodated, and the Contractor will move the garbage bin to the end of the street/driveway (curbside), or the Contractor will collect the garbage from the bin next to the residence.
- 1.19 Residents are responsible to have their dog(s)/animals tied up in their yard/or confined, so that the Contractor can collect garbage. If the Contractor is threatened by the resident's dog(s)/animal the Contractor will contact the Resident and request the Resident tie up/confine their dog(s)/animal so they can perform their services.
- 1.20 Residents are responsible to properly dispose of 'needles and sharps' in proper hard containers. If the Contractor recognizes that residential garbage contains needle(s) the Contractor must immediately contact the Administrator. The Administrator will immediately notify the Health Department who will be responsible to safely dispose of discarded needles. Health Department personnel will contact the Resident to provide instructions on safe needle disposal.
- 1.21 Residents are not permitted to burn garbage in barrels/bins. If any households are identified as burning garbage in barrels/bins, it is the residents' responsibility to empty and clean their bin or the Contractor will not be responsible for garbage collection service at that residence.

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Communication

- 1.22 The Contractor will provide current and valid contact information for community advertisements and community members may contact the Contractor to inquire about primary services, or to arrange secondary fee-for-services collecting, hauling, and disposing, if provided by the Contractor.
- 1.23 The Contractor will write/draft notices to inform the residents of any preapproved planned changes or disruptions to services. The Contractor will provide the notices to FNFN Administration Staff so that they may publish the information on social media and in the community newsletter.
- 1.24 The Contractor will register all written warnings with the Administrator. The Contractor will document all concerns, inquires and/or written documents/copies that are provided to residents; the Contractor will submit bi-weekly reports to this effect or report as needed on an ongoing basis. The Administrator is the only person authorized to approve and respond to the Contractors requests.
- 1.25 The Contractor will provide a written notice to residents who save/accumulate garbage and place large amounts of garbage curb-side; the Contractor will provide a written notice to the Resident describing how their actions impact garbage collection services. The Contractor will collect all household garbage that residents have saved/accumulated but it is residents' responsibility to take the garbage curbside to the Contractor's service vehicle to haul way.
- 1.26 Non-compliant residents will be notified that all garbage must be bagged, securely tied, and placed in the garbage bin for the Contractor to collect, haul and dispose; the Contractor will provide a maximum of three (3) written warnings to the resident that their garbage is not properly bagged or securely tied; if the problem continues the collection service will cease and the resident will be responsible to dispose of their garbage.
- 1.27 In April, July, October and January, the Administrator will provide notice in the community newsletter regarding when the Contractor will empty/clean the garbage bins for Elders and FNFN facilities.
- 1.28 In April, July, October and January, the Administrator will provide notice in the community newsletter that business owners are to keep their commercial and residential trash separate.

Other Conditions

- 1.29 If the Contractor is unable to perform garbage collection services due to weather or for any other reasons, the Contractor must immediately notify the Administrator. If a consistent pattern of negligent services arises and the Contractor is not performing regular duties and collection services, the Administrator will provide a written warning to the contractor, or may terminate the entire service contract.



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- 1.30 The Contractor is responsible to maintain positive working relationships with all residents and must address and resolve problems and concerns in a fair, respectful, and non-bias manner. If unable to resolve issues, residents and the Contractor are to direct their unresolved issues related to this service agreement to the Administrator.
- 1.31 The Administrator will direct Capital Works staff to undertake random inspections to ensure services are being effectively implemented.

2.0 GENERAL CONDITIONS

Contract Documents

- 2.1 The documents which form part of the 2021-01 Solid Waste Collection Services are as follows:
- a) The specifications, sections 1, 2, 3 and 4 contain herein.
- 2.2 The contractor agrees to properly execute the contract terms and conditions that are outline in this document provided by the Fort Nelson First Nation.
- 2.3 To ensure the Contractor can perform the duties as outlined, Quotes will be disqualified if all of the requested qualifications are not enclosed with the Quotes or provided in an amendment prior to the closing date of the Quotes. The contractor must be in good standing with WorkSafeBC prior entering into the contract.

Term of Contract

- 2.4 The solid waste garbage collection, hauling and disposal services contract shall commence on April 01, 2021, and expire on March 31, 2023.

Definitions

- 2.5 **“Administrator”** shall mean the head of the department of Public and Capital Works and/or designate.
- 2.6 **“FNFN”** shall mean the Fort Nelson First Nation.
- 2.7 **“Contractor”** shall mean the person to whom the contract is awarded.
- 2.8 **“Businesses”** shall mean one’s regular occupation, profession, or trade and/or one’s means of income. Large structure means large constructed unit, esp. a building, an erect structure and/or a fence compound. Heavy equipment means backhoes, loaders, semi-trucks, dump trucks, cats, graders,

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excavators, bobcats, mustangs, tractors, welding trucks, crane trucks, truck tractors, and one must have at least 5 large pieces of equipment in their yard. Section 2.8 is defined by a combination of these three definitions; therefore, the following businesses apply to this section are as follows: Kyla's Gas Bar, Neh Zoo, Dene Gas Bar, Nicholson Contracting, Noagha Enterprises, Archie's Auto-wrecking, etc.

- 2.9 **'Service'** shall constitute meaning the terms and conditions outlined in this document, and the words 'service' and 'service agreement' and 'service contract' shall be understood to make up the service and mean the same.
- 2.10 **'Resident(s)'** shall mean the head(s) of the household responsible for ensuring compliance with the service.

Public Service

- 2.11 The Contractor must maintain a harmonious relationship with all Residents; this contract is considered a public service contract.

Liability

- 2.12 The Contractor will be responsible for any claims resulting from accidents or injuries to persons or property caused or incurred to the Contractor the Contractor's employees or general public arising out of the provision of these services or as a result of negligence on the part of the Contractor or his/her employees:
- The Contractor will provide proof of current valid business liability insurance with the Quotes (Certificate of Insurance).
 - The Contractor will provide proof of current valid vehicle liability insurance with the Quotes.
 - The Contractor will submit a copy of his/her current valid driver's license and a copy of his/her current satisfactory driver's abstract with the Quotes.
 - The Contract will provide proof of registration and good standing with WCB. The Contractor shall provide a clearance letter with the Quotes.

The Contractor will provide periodic proof of maintaining qualifications and liability coverages as requested by the FNFN.

Contractor's Employees

- 2.13 The Contractor is responsible for all employment aspects of his/her employees including payment of wages and associated benefits in connection with this service contract. The Contractor is responsible for all associated employee costs including insurance coverages and payroll and payroll deductions and personal protection equipment.



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Subcontracting

- 2.14 Subcontracting out any portion of this contract is not permitted without the prior written approval of the FNFN.

Materials

- 2.15 The Contractor will provide the necessary service vehicle and vehicle maintenance, including fuel and materials deemed necessary to execute this contract. The Contractor is responsible to supply all materials and equipment required for the performance of the contract.
- 2.16 The FNFN will provide and pay for the rental bins for the duration of the contract.
- 2.17 The FNFN will provide and pay for the residential bins for the duration of this contract.

Payments

- 2.18 The Contractor will invoice the FNFN bi-weekly and the FNFN will issue payments after invoices are received by the FNFN on either the following Wednesday or Friday, pending date the invoice is received. The Contractor shall direct all concerns, questions, and/or inquiries about payment of invoices to the Administrator.
- 2.19 The FNFN shall withhold payments if services are not executed.

Compliance

- 2.20 The Contractor shall comply with all laws governing the employer and the FNFN, this includes Human Rights laws, and includes Federal legislation, and Provincial legislation where applicable, as well as all ordinary laws including occupational health and safety legislation.
- 2.21 The Contractor shall comply with the policies governing all workers of the FNFN.

Regular Services

- 2.22 Regular residential garbage collection services will be performed three (3) times per week, and FNFN facilities garbage collection services will be performed three (3) times per week.
- 2.23 As of April 1, 2021, the number of residential and community buildings that the Contractor will provide services to for the duration of this contract are:
- a) Residential dwellings of one hundred eighty-two (182) with one hundred and eight-two (182) 40-gallon blue bins;
 - b) Residential dwellings identified as Elder's homes and homes of mobility impaired persons combined total is forty-four (44);



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- c) FNFN facilities are 11: (1) Administration Building; (2) Lands Building; (3) Finance Building; (4) Chalo School; (5) Daycare; (6) Meyosin Centre; (7) Chalo Trades Center; (8) Capital Works Shop; (9) Justice Building; (10) Health and Community Services Center; (11) Arbor Center; and this results in some shared dumpsters for a total of five (5) dumpsters and four (4) large community bins.

Written Warning

- 2.24 If the Contractor's performance is not in compliance with all of the terms and conditions of service then deficiencies and non-compliance issues will be noted in writing and this will constitute a first and final warning.
- 2.25 The Contractor shall correct all deficiencies and non-compliance issues noted by the Administrator, that the contractor had agreed when accepting the contract terms and conditions. If deficiencies persist the contract shall be terminated.

Termination of Contract

- 2.26 If the Contractor chooses to terminate the contract, he/she may do so by providing four (4) weeks' written notice to the FNFN, to avoid disruption of services in the community.
- 2.27 The Fort Nelson First Nation reserves the right to terminate the contract at any time if the contract is not being performed regularly, effectively, and efficiently in accordance with the terms and conditions of service contract.
- 2.28 If the contract is terminated by the FNFN or by the Contractor then the FNFN shall pay up until and including the date of termination.
- 2.29 In the event the Contractor has his/her driver's license revoked during this contract and is unable to execute the services of this contract then the FNFN shall terminate the contract.
- 2.30 In the event the Contractor does not maintain the applicable liability insurance coverages set out then the FNFN shall terminate the contract.
- 2.31 In the event that the Contractor's WorkSafeBC account is deactivated or not in good standing the FNFN shall terminate the contract.

Amendments

- 2.32 This contract may be amended by the FNFN to meet an increase in garbage collection, hauling and disposal needs for the community.



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3.0 SOLID WASTE COLLECTION, HAULING, AND DISPOSAL SCHEDULE OF SERVICES BY ZONE

Regular Services

- 3.1 The Contractor must identify the collection schedule it plans to implement in each service zone, outlining collection times and days of the week for specific zones.
- 3.2 The FNFN requires that the Contractor provide primary services to community and facility collection, hauling and disposal on Mondays, Wednesdays and Fridays between the hours of 9:00 a.m. and 3:00 p.m. local time, on the identified days.
- 3.3 Secondary fee-for-service collection services offer by the Contractor to the FNFN Facilities may be offered during the collection times identified in this schedule, save and except, secondary services that are collection of materials and solid waste that must be disposed at the NRRM Landfill (i.e.: social housing renovations, facilities renovations).
- 3.4 Secondary fee-for-service collection services offer by the Contractor to Residential and Business customers of the FNFN Community must not be offered during the collection times identified in this schedule and must not be disposed of anywhere on reserve or in the FNFN rental bins.

3.5 Service Collection Schedule by Zone:

Week Day	Service Collection Zones					
	Kotchea Subdivision	Capot Blanc Subdivision	Kantah 1 Subdivision	Kantah 2 Subdivision	Kennay-Yah Road	Sikanni Road
Monday						
Tuesday	No regular service collection scheduled.					
Wednesday						
Thursday	No regular service collection scheduled.					
Friday						
Saturday	No regular service collection scheduled.					
Sunday	No regular service collection scheduled.					



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- 3.6 The outlined service collection areas also include the following FNFN facilities and roads:
- a) The Kotchea Subdivision zone includes the Meyosin Learning Centre.
 - b) The Capot-Blanc Subdivision zone includes Eagle Road, the Chalo School, and Deh Zona Family Centre (day care).
 - c) The Kantah 1 Subdivision zone includes the following Roads: Golo, Dene Etene, Eh-Tah, Sah-Teneh, Kantah,
 - d) The Kantah 2 Subdivision zone includes a zone made up of 120 lots.
 - e) The Kennay-Yah Road zone includes the Administration Building, the Lands Building and the Finance Building.
 - f) The Sikanni Road zone includes Corcoran Place.

Elders and FNFN Facilities Bin Cleaning schedule

- 3.7 The Contractor will identify the cleaning schedule it plans to implement, outlining the day of the week and the week of the month and the time estimated to complete the cleaning. The schedule will be finalized with the Administrator and this is the schedule that will be published for residents and FNFN facility building managers.
- 3.8 The Contractor will clean the bins belonging to Elders once per quarter and this shall be included in the primary service. Cleaning might include collecting the bins and taking them to a central area to bleach and hose the bin and then returning the bins to the user. As of February 1, 2021, there are 44 residential dwellings identified as Elder’s residences.
- 3.9 The Contractor will ensure the bins are clean to avoid attracting animals. The Contractor will submit photos to Administrator as proof the bins are cleaned.
- 3.10 The Contractor will clean FNFN facilities dumpsters by gathering all debris and sweeping out the dumpsters once per quarter.
- 3.11 Any requirement of the FNFN that the Contractor perform bin cleaning more than once per quarter shall be considered a secondary fee-for-service requirement, and shall be scheduled and billed as such.

Quarter 1 (April, May, June)	Quarter 2 (July, August, September)	Quarter 3 (October, November, December)	Quarter 4 (January, February, March)



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Extraordinary collection, hauling and disposal included in the primary service

- 3.12 The FNFN identifies a quarterly schedule, subject to change, for extraordinary collection, hauling and disposal that it plans to implement in each quarter.
- 3.13 The Contractor is responsible for conducting bi-annual community clean-up (spring).
- 3.14 The Contractor will collect, haul, and dispose of solid waste for five annual community events hosted by the Fort Nelson First Nation annually; (1) Spring-Fest, (2) Annual Community Clean-Up, (3) Aboriginal Day, (4) Annual Celebration, and (5) Chalo Christmas Concert/Community Christmas Dinner.

Quarter 1 (April, May, June)	Quarter 2 (July, August, September)	Quarter 3 (October, November, December)	Quarter 4 (January, February, March)
Spring Community Clean-up	Annual Celebration (August – 3 days)	Christmas Concert – Christmas Dinner (December – 1 day)	Spring-Fest (March – 1 day)
Annual Community Clean-up			
Aboriginal Day (June – 1 day)			



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4.0 GARBAGE CONTRACT QUOTES

Date (mm/dd/yyyy): _____, 2020. Submitted by: _____
("the CONTRACTOR")

To: FORT NELSON FIRST NATION
RR # 1, MILE 295 ALASKA HIGHWAY
FORT NELSON, BC, V0C 1R0

CONTRACT: SOLID WASTE COLLECTION, HAULING, AND DISPOSAL SERVICES DUTIES (Primary Services)
April 1, 2020 - March 31, 2021

4.1 In lawful money of Canada, which includes all cash, allowances and government sales or excise taxes in force at this date, except as otherwise provided in the contract documents.

4.2 Having examined the contract requirements contained in this Quotes package, and acknowledging that I have conducted site inspections and understand the requirements of the service as listed hereunder:

- a) '1.0 SOLID WASTE COLLECTION SERVICES DUTIES (Primary Services)'
- b) '2.0 GENERAL CONDITIONS'
- c) '3.0 SOLID WASTE COLLECTION, HAULING, AND DISPOSAL SCHEDULE OF SERVICES BY ZONE'
- d) '4.0 GARBAGE CONTRACT COSTS'

4.3 I hereby offer to furnish the necessary equipment and labour and supplies as specified in the contract and necessary for the completion of the work for the following sums:

4.4 SOLID WASTE COLLECTION, HAULING, AND DISPOSAL SERVICES DUTIES (Primary Services):

\$ _____ annual cost, (found on **Line 5 of 4.6 Budget Calculations**, on page 16 of the Quotation documents)

4.5 Extraordinary costs as outlined in the Quotes will be billed to FNFN as incurred.

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4.6 Budget Calculations

Items	Descriptions	Totals
Labour	Monthly labour costs	
	Monthly labour related costs, WCB, employer premiums, etc.	
Sub-total monthly Labour (Line 1):		
Service	Monthly insurance costs	
	Monthly operating costs (i.e. fuel)	
	Monthly maintenance costs	
	Sub-total monthly service vehicle (Line 2):	
Subtotal 1 + 2:		
Multiply total of (1 + 2) x 12 months for annual cost (Line 3):		
Extraordinary	One time OHS training costs (bear aware, confined space, etc.)	
	Include and explain other equipment (i.e.: PPE, etc.)	
	4 x Quarterly Bin Cleanings	
	2 x Annual Community Clean-Ups	
	5 x FNFN Sponsored Community Events	
Sub-total extraordinary costs (Line 4):		
Add (3) and (4) for total annual contract cost (Line 5):		

4.7 Secondary services provided to the FNFN will be billed at a rate of \$_____ per hour.

4.8 If the Fort Nelson First Nation provides written acceptance of this Quotes, within five (5) business days of the closing date the Contractor agrees to commence all the work as outlined in the contract.

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Dated at Fort Nelson, British Columbia, this _____ day of _____, 2020.

Signed, Sealed and Delivered by the Contractor) **THE CONTRACTOR**
 in the presence of:)
)
 _____)
 Name (Print))
 _____)
 Name (Signature))
 _____)
 Address)
 _____) Per: _____
 Occupation) **SIGNATURE**

Contractor Contact Information:

Full Legal Name:	
Civic Address:	
Mailing Address:	
Contact Phone Number:	
Contact Email Address:	

Do not write below line.

For Internal Use Only



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Sealed Quotes will be opened during a Selection Panel meeting on Friday, February 19, 2021 at 9:30 a.m. If the Contractor is the successful proponent, the Contractor will be notified, and if the Contractor accepts the award the contract shall be executed on the following page.



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Dated at Fort Nelson, British Columbia, this _____ day of March, 2020.

Signed, Sealed and Delivered by the Fort Nelson First Nation in the presence of:

Name (Print)

Name (Signature)

Address

Occupation

) **FORT NELSON FIRST NATION**

) Per: _____,
) **Executive Director of Administration**

Signed, Sealed and Delivered by the Contractor in the presence of:

Name (Print)

Name (Signature)

Address

Occupation

) _____
) **Contractor name:**
) **Contractor address:**
) **Fort Nelson, British Columbia**
) **V0C 1R0**