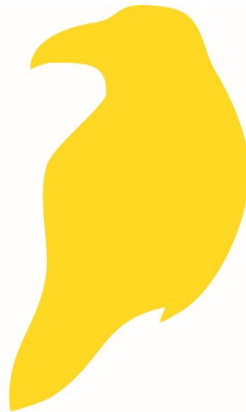




REGIONAL DISTRICT
of Fraser-Fort George

**Golden Raven Cultural Attractions
Quarterly Newsletter
Invitation to Quote ADM-16-02**

Closing Date: December 22, 2016



**A GOLDEN RAVEN
EXPERIENCE**

Prepared by:
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.bc.ca>



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INVITATION TO QUOTE

The Regional District of Fraser-Fort George invites written quotations for the design, printing and distribution of a quarterly Golden Raven Cultural Attractions newsletter for the period January 15, 2017 to December 31, 2018.

Quotations will be received until 2:00 p.m. local time, December 22, 2016, to the attention of Jeff Elder, Cultural Coordinator, at 155 George Street, Prince George BC, V2L 1P8. Quotations must include the Schedule of Prices/Services (page 5) and pages 6, 7 and 8. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

Invitation to Quote documents may be obtained on or after December 7, 2016:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays

Quoted prices must remain in effect for sixty (60) days after the closing date and time.

Quotations will be evaluated on the quoted price, bidder's experience, and proposal. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

Regional District's Right to Reject Quote

The Regional District reserves the right to reject any and all quotes; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in quotes, reject any and all quotes, or accept the quote deemed most favorable in the interests of the Regional District.

No bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Quote.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a quote, a bidder agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its quote for matters relating to the Agreement or in respect of the competitive process, and the bidder, by submitting a quote, waives any claim for loss of profits if no agreement is made with the bidder.

If a Quote contains a defect or fails in some way to comply with the requirements of the Invitation to Quote documents, which in the sole discretion of the Regional District is not material, the Regional District may waive the defect or accept the quote.

The Regional District reserves the discretion to reject any quote submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a quote submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District, unless declared in the bid submission.



By submitting this quote the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

The Regional District reserves the right to reject any quote submitted by a bidder that is, or whose principals are, at the time of bidding, engaged in a lawsuit against the Regional District in relation to work similar to that being quoted.

Bidders finding discrepancies, errors, or omissions in this ITQ or requiring clarification on the meaning or intent of any part herein, should immediately request in written form, either by mail, email or fax, clarification from Jeff Elder. Upon receipt of the written request for clarification, Jeff Elder will send written instructions. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the bidder's risk.

Addenda and amendments issued during the time of quoting will be signed by the bidder and included with the quote and will become a part of the quote documents.

Evaluation of quotes will be by a committee formed by the Regional District in order to provide a recommended award of contract, (the "Contract"). Quotes should be clear, concise and complete.

The following evaluation methodology will be used by the committee to evaluate the Quotes received:

(a) Compliance with ITQ requirements	5%
(b) Proven track record and/or qualifications of personnel to perform the work of the Contract (the "Work"), including professional designations, listing/description of experience, references, etc.	45%
(c) Price	50%
TOTAL	100%

All inquiries relating to this Invitation to Quote must be directed to:

Jeff Elder, Cultural Coordinator
Phone: 250-960-4439
Fax: 250-563-7520
Email: jelder@rdffg.bc.ca



General Description of Program

A Golden Raven Cultural Attractions newsletter is produced quarterly by the Regional District of Fraser-Fort George. The current version of the newsletter may be viewed at: www.goldenraven.ca

The newsletter is an important marketing tool for the cultural sites that promotes events to tourists and residents. In addition after school care programs, summer camps and art classes that are available at a cost are listed.

The newsletter is mailed to members of the societies of the eight funded cultural sites, to doctors' offices and other locations (approx. 1600 copies each quarter). Mailing labels, which are applied to the back of the newsletter, are supplied by the Regional District. The newsletter is mailed as unsealed mail - postage is paid by the Regional District.

Boxed multiple copies are mailed or delivered to Visitor Information Centres, hotels, campgrounds and other locations. Quantities vary according to the time of year.

The cultural sites funded by the RDFFG include:

- The Mackenzie and District Museum
- Huble Homestead Historic Site
- Two Rivers Gallery
- Central B.C. Railway & Forestry Museum
- The Exploration Place Science Centre and Museum
- The Whistle Stop Gallery (McBride)
- The Valley Museum & Archives (McBride)
- The Valemount Museum

The sites are marketed under the Golden Raven Cultural Attractions brand, along with Barkerville Historic Town and the Fort St James National Historic Site, who both pay to participate in the program.



BIDDER CHECKLIST

Before submitting your quotation, check the following points:

- Is the Schedule of Prices/Services completed and has it been signed? _____
- Are the following pages included?
 - › Tax Information _____
 - › Relevant Professional Experience in Similar Work? _____
 - › List of Contractor's Personnel _____
 - › Any Addendums that were issued (have they been signed)? _____
- Supporting documents attached? _____
- Are the documents complete and contained in a **sealed** envelope? _____

Note: Your quotation may be disqualified if ANY of the applicable foregoing points have not been complied with.

Ensure that the Quote is in a **sealed** envelope clearly marked on the outside with:

- Attention: Jeff Elder, Cultural Coordinator
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
- Invitation to Quote ADM -16 -02
Golden Raven Cultural Attractions
Quarterly Newsletter
- Bidder's name, address and contact information.



SCHEDULE OF PRICES/SERVICES

To supply all labour, time and services necessary to produce, print and distribute the Golden Raven quarterly newsletter and to coordinate activities under the direction of the Cultural Coordinator.

Quote for **part A**–Graphic design and printing: (GST not included, Cdn \$) \$_____ per year
(four 32-page issues)

Quote for **part B**- Mailing and Delivery: (GST not included, Cdn \$) \$_____ per year
(four 32-page issues)

If an issue increases in size (i.e. to 36-pages) or if more quantities are required costs will be adjusted accordingly.

Note: Bidders have option to bid on one or both parts.

WorkSafeBC Registration Number: _____
(if not available – will be required as a condition of contract)

Signature of Authorized Person

Print Name

Title

Date



TAX INFORMATION

GOODS AND SERVICES TAX or HARMONIZED SALES TAX, as applicable

The following must be completed:

Supplier: _____

NAME _____

ADDRESS _____

CITY _____ PROVINCE _____

POSTAL CODE _____ PHONE NUMBER _____

FAX NUMBER _____

Are you a GST/PST or HST, as applicable, Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

- Supplier qualifies as a small supplier under Section 148 of the legislation
 - Other: Specify _____
- _____

SIGNATURE OF AUTHORIZED PERSON PRINT NAME

TITLE DATE



RELEVANT PROFESSIONAL EXPERIENCE IN SIMILAR WORK

(attach additional information if necessary)

Year	Work Performed	Reference Contact (name and phone number)	Value



LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications



OPERATIONAL SPECIFICATIONS

The tasks include: graphic design of provided editorial contributions, printing, proofing, mailing and delivery of Golden Raven newsletters every three months. The tasks have been separated in two sections; bidders may bid on one or both sections.

A – Graphic Design and Printing

A Golden Raven Cultural Attractions newsletter is produced quarterly by the Regional District of Fraser-Fort George. The current version of the newsletter may be viewed at: www.goldenraven.ca

Distribution Date	Months covered	Information to printer	Approx. quantities
March 1	March, April, May	Feb. 1	3700
June 1	June, July, August	May 1	5200
Sept. 1	Sept., Oct., Nov.	Aug. 1	3900
Dec. 1	Dec., Jan. , Feb.	Nov. 1	3200

The newsletter is an important marketing tool for the cultural sites that promotes events to tourists and residents. In addition after school care programs, summer camps and art classes that are available at a cost are listed.

The newsletter is a high quality magazine like publication (8.5” x 11” folded in half) with a full colour cover and color middle insert with event listings. The newsletter is typically 32 pages in length but sometimes (usually just once per year, i.e. Fall when there may be more program offerings) 36 pages.

All of the content is provided. Graphic design is required for all pages except for the Two Rivers Gallery, which provides their 8 pages of content print ready, designed in Adobe Indesign and exported to PDF format.

In addition to the printed copies, a digital copy suitable for posting on the Golden Raven website will be provided to the Regional District. The contractor will work closely with the Cultural Coordinator.

B- Mailing and Delivery of Newsletter

The Golden Raven newsletter is mailed to members of the societies of the eight funded cultural sites and doctors’ offices and other locations (approx. 1600 copies each quarter). Mailing labels, which are applied to the back of the newsletter, are supplied by the Regional District. The newsletter is mailed as unsealed mail - postage is paid by the Regional District.

Boxed multiple copies are mailed or delivered to Visitor Information Centres, hotels, campgrounds and other locations. Quantities vary according to the time of year. More copies are mailed or delivered in Spring and Summer when Visitor Centres are more active and when campgrounds, RV Parks and all the cultural sites are open. Quantities distributed to each location range from six to 200 copies.



Delivery/Mail Locations (in addition to 1600 copies mailed to individuals):

Distribution Date	Prince George deliveries	Out of town	Approx. total quantities
March 1 – Spring	15	6	1850
June 1 - Summer	19	16	3350
Sept. 1 - Fall	15	8	2050
Dec. 1 – Winter	15	6	1350

Commitment and Compensation:

The Contractor will invoice the Regional District quarterly for the agreed amount over the term of the contract.



Golden Raven Cultural Attractions
Quarterly Newsletter

Invitation to Quote ADM- 16- 02

SAMPLE CONTRACT AGREEMENT

&

SCHEDULE 'A' GENERAL CONDITIONS OF CONTRACT



SAMPLE CONTRACT AGREEMENT

**Golden Raven Cultural Attractions
Quarterly newsletter**

THIS CONTRACT made this ____ day of _____ in the year of 2017 between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____ herein after called the "Contractor".

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
 - (a) provide all necessary materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Golden Raven Cultural Attractions Quarterly Newsletter" from January 15, 2017 through December 31, 2018, and
 - (b) commence to actively proceed with the Work of the Contract on January 15, 2017.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices/Services, Tax Information, Relevant Professional Experience in Similar Work, List of Contractor's Personnel, Operational Specifications, Contract Agreement, Schedule 'A' - General Conditions of Contract, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will ensure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.



6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the Cultural Coordinator or the Manager of External Relations of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

The Contractor at _____, Prince George BC

The Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

IN WITNESS WHEREOF the parties hereto have executed this Contract this _____ day of _____ 2017.

Contractor:

[NAME OF CONTRACTOR]

DO NOT SIGN – SAMPLE ONLY

(Signature)

(Signature)

(Name and Title - *please print*)

(Name and Title - *please print*)

Authorized Signatory of the
Regional District of Fraser-Fort George

Authorized Signatory

Authorized Signatory



SCHEDULE 'A'
GENERAL CONDITIONS OF CONTRACT

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1. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Work described in the Contract Documents or as directed by the Regional District and all incidental work to complete the project.

This Contract is not a contract of employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

2. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality, and practicability of the Work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

3. WORK STATUS

The Cultural Coordinator and the Manager of External Relations will be the Regional District's representative during the period of the contract and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Work has been satisfactorily carried out. The Cultural Coordinator or the Manager of External Relations will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

4. REPORTS

The Contractor will, upon the request of the Cultural Coordinator or the Manager of External Relations, fully inform said managers of the work done and to be done by the Contractor in connection with the provision of the services.

The Contractor will permit the Cultural Coordinator or the Manager of External Relations at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Regional District, or provided by the Regional District to the Contractor as a result of this Contract.

5. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

6. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, or stoppage under Article 4, the Regional District



reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

7. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents, within thirty (30) days from the specified date of payment, and fails to remedy such default within ten (10) days of the Contractor's written notice to do so.

8. OWNERSHIP

The material produced, received or provided by the Contractor to fulfill this contract, or by the Regional District to the Contractor as a result of this Contract and any Equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Contract will:

- a) remain or become the exclusive property of the Regional District, and
- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Regional District by the Contractor, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

9. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

The Regional District shall have and retain full authority to inspect the Work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

10. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-contractors, agents or employees arising out of the entering of the Contract or the carrying out of the Work, whether on lands owned by the Regional District and whether arising from statutory liability or not.

11. PERMIT AND REGULATIONS

The Contractor will, at their own expense, unless pre-approved in writing by the Cultural Coordinator or the Manager of External Relations, procure all other permits, certificates, and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

If the Contractor shall discover any provision in the Contract that is contrary to or inconsistent with any laws or regulations, the Contractor will notify the said managers in writing.



12. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their employees, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

13. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

14. CHANGES IN THE WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change in writing was so ordered. The Regional District will entertain no payment for extra work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Regional District and the Contractor.

15. PAYMENT

Upon the last day of each quarter for the duration of the Contract, the Contractor will submit to the Regional District an itemized invoice, showing all taxes separately.

The Regional District will, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice pay the Contractor for Work completed in accordance with the Contract in the previous quarter and the Contractor will accept such as full payment and reimbursement as aforesaid. No payment will be made for materials supplied by the Regional District.

16. TAXES (HST, GST, PST AS APPLICABLE)

Federal and Provincial laws state that taxes be paid on all goods and services. If the Contractor does not qualify as a small supplier then the Contractor is required to identify the taxes (HST or GST, as applicable) on all invoices and the Regional District is liable to pay this amount to the Contractor.

17. PAYMENT WITHHELD OR DEDUCTED

The Regional District may withhold, suspend or deduct the whole or part of any payment to the Contractor to the extent necessary to protect themselves from loss on account of one or more of the following:

- a) where the Contractor is not performing the Work satisfactorily;
- b) where any defective or faulty Work has not been remedied;



- c) where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work;
- e) where the Regional District has corrected a deficiency under Article 12.

18. INSURANCE

The Contractor will, at their own expense, provide and maintain the following insurance. Proof that the following insurance is in full force and effect must be supplied to the Regional District in the form of a copy of the Insurance Certificate of the policy prior to commencement of the Work. Each Insurance Certificate of the policy must contain wording to the Regional District's satisfaction that 30 days' notice of cancellation or material change in the terms of the policy shall be given to each insured.

In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), the Regional District will be named as Additional Insured and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each insured party. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

LIABILITY INSURANCE

The Contractor will buy and keep in force at their expense until completion of the Contract Personal Injury and Property Damage Liability Insurance. Such insurance will be in the name of the Contractor and the Regional District, and will include a Cross Liability or Severability of Interest clause. Such insurance will be in a form, and with an insurer, acceptable to the Regional District. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis."

The term "Personal Injury" will include:

- a) Bodily injury, sickness or death resulting therefrom.
- b) Libel, slander or defamation of character.
- c) Malicious prosecution.
- d) Invasion of privacy or wrongful entry.

Such insurance will include, by endorsement, contingent employer's liability insurance in the name of the Contractor for the limit specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, and products and for all liability for personal injury or property damage assumed by the Contractor under any Contractor agreement (including this Contract).

Such insurance will be for the following minimum limits:

Personal Injury and Property Damage – Two Million Dollars (\$2,000,000) inclusive.

Such insurance shall contain a clause waiving the insurer's right of subrogation against the Regional District, and its directors, officers and employees.



It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

19. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., January 15, 2017 to midnight, December 31, 2018. The Contract may be renewed on a period-by-period basis at the Regional District's discretion for up to two (2) years. Each extension will be for a one (1) year period and the total contract duration will not exceed three (3) years. Each period of renewal will be as per the Schedule of Prices/Services at the quoted rates.

20. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor will provide the Regional District with their WorkSafeBC Number and will pay and keep current all assessments required by WorkSafeBC in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the Work.

21. CONFIDENTIALITY

The Contractor will treat as confidential and will not, without the prior written consent of the Regional District, publish, release or disclose, or permit to be published, released or disclosed, either before, or after the expiration or sooner termination of this Contract, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Contract except insofar as such publication, release, or disclosure is necessary to enable the Contractor to fulfill their obligations under this Contract.

22. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Quotes will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITQ. Each bidder should clearly identify any information that is considered to be confidential or proprietary information. Bidders are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including quotes, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for bidders, upon request by a bidder, subject to the *Freedom of Information and Protection of Privacy Act*.

23. RIGHTS OF WAIVER

A waiver of any breach of or provision of this Contract will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

24. SEVERABILITY

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.