REGIONAL DISTRICT
of Fraser-Fort George

# Robson Valley Recreation and Community Centres
# Marketing Coordinator Services
# Invitation to Quote CS-17-02

**Closing Time/Date: 2:00 p.m. April 12, 2017**

Robson Valley Community Centre
441 Columbia Street. McBride. BC

Robson Valley Recreation Centre
461 Columbia Street, McBride, BC

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 marketing coordinator services for the Robson Valley Recreation and Community Centres.

Quotations must be in a sealed envelope clearly marked "Invitation to Quote: CS-17-02 Robson Valley Recreation and Community Centres Marketing Coordinator Services".

To be received by: Ms. Donna Munt, General Manager of Community Services
Regional District of Fraser-Fort George
155 George Street,
Prince George BC, V2L 1P8.

up to 2:00 p.m. on Wednesday, April 12, 2017.

Bidders will include the signed Schedule of Prices/Services (page 6) and pages 7, 8 and 9 in a sealed envelope. Bidders must have their name and full mailing address clearly marked on the outside of the submission envelope. 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 (ITQ) documents may be obtained on or after February 27, 2017:

a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;

b) On the *BC Bid*® website www.bcbid.gov.bc.ca.

c) 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.

d) In hard copy format from the Robson Valley Recreation Centre, 461 Columbia Street, McBride BC, between 7:00 a.m. and 8:00 p.m. every day, 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 completeness of the submission. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

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

**1.**

Mandatory Site Meeting

**A mandatory site meeting** will be held at 2:00 p.m. on Friday, March 17, 2017. Attendees are requested to meet at the Robson Valley Community Centre, 441 Columbia Street, McBride, BC. A representative of the Regional District will provide an overview of the contract expectations for both the Recreation and Community Centres and will be available for questions pertaining to the ITQ. The purpose of this meeting is for the bidder to satisfy themselves as to the nature of the work in general and to clarify their understanding of the scope of work. **Quotes received from any bidder who did not attend the mandatory site meeting will be rejected.** The Regional District will not, under any circumstances, make

accommodations for rescheduling, or holding an additional site meeting or provide individuals access to the building.

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 favourable 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 ITQ.

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, the 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 ITQ document(s), 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 the 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.

Errors or Omissions

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 the General Manager of Community Services; Ms. Donna Munt. Upon receipt of the written request for clarification Ms. Munt 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 submission and will become a part of the quote documents.**

Evaluation of Quotes

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:

Donna Munt, General Manager of Community Services
Email: dmunt@rdffg.bc.ca
Phone: 250-960-4400
Fax: 250-562-8676

## GENERAL DESCRIPTION OF FACILITIES

### Robson Valley Community Centre

The Robson Valley Community Centre is located at 441 Columbia Street, McBride, BC V0J 2E0.

A state of the art events venue in an unforgettable mountain setting, the Robson Valley Community Centre's dramatic post and beam architecture features vaulted ceilings and artisan crafted natural elements to create an impressive and utterly comfortable space.

With seating for 360, stage, dance floor, kitchen and audio visual system, the Community Centre provides all the amenities for those milestone family events, as well as, business meetings, conferences, training workshops, performances, and tradeshows.

Booking of the facility is done by contacting the Village of McBride at (250-569-2229).

### Robson Valley Recreation Centre

The Robson Valley Recreation Centre is located at 461 Columbia Street, McBride, BC, adjacent to the Robson Valley Community Centre.

The 30,000 square foot Recreation Centre offers recreational activities year round. Opportunities include a regulation size hockey arena that seats 500, two sheets of curling ice, and a 125 seat lounge. Rink surfaces are used for roller hockey, tennis, indoor soccer, and social events such as weddings and dances in the summer.

The Recreation Centre fitness facility, the FITPIT, offers equipment such as steppers and treadmills, recumbent bikes, 8 Paramount toning machines, and a full line of free weights.

The Recreation Centre also offers a convertacourt. This moving wall system allows users to play squash, racquetball, wallyball, and basketball. With the moveable wall system, this area opens up for meetings and social events.

## ACKNOWLEDGEMENT LETTER

The undersigned has received this ITT document and requests all amendments and addenda.

| | |
|---|---|
| _____ | _____ |
| Signature | Company |
| _____ | _____ |
| Name (please print) | Address |
| _____ | _____ |
| Title | City |
| _____ | _____ |
| Phone Number | Email Address |
| _____ | |
| Date | |

We presently intend to _____ provide/ _____ not provide a tender as requested.

Return immediately to:

Donna Munt, GM of Community Services
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959
Email: dmunt@rdffg.bc.ca

## 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 _____
  - Addendums issued (to be signed and included with bid)? _____
- ☐ Supporting documents attached? _____
- ☐ Are the proposal documents complete, signed, 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: Donna Munt, General Manager of Community Services
  Regional District of Fraser-Fort George
  155 George Street
  Prince George BC V2L 1P8
- ☐ Invitation to Quote CS-17-02
  Robson Valley Recreation and Community Centres
  Marketing Coordinator Services
- ☐ Bidder's name, address and contact information.

## SCHEDULE OF PRICES/SERVICES

To supply all labour, time and services necessary to promote and market the Robson Valley Recreation and Community Centres to potential users and to coordinate activities at the Community Centre under the direction of the Facilities Manager.

| | **Price per Month** | **Taxes** ( as applicable) |
|---|---|---|
| Regular Marketing and Facility Coordination Duties | | |
| **Bonus Provisions:** | **Bonus Price per Event** | **Taxes** ( as applicable) |
| (i) For each event involving 20-50 participants per day | | |
| (ii) For each event involving 50-200 participants per day | | |
| (iii) For each event involving over 200 participants per day | | |
| **Other proposal: use separate sheet** | | |

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

_____ _____
Signature of Authorized Person Print Name

_____ _____
Title Date

## TAX INFORMATION

The following must be completed:

Supplier: _____
NAME

_____
ADDRESS

_____ _____
CITY PROVINCE

_____ _____
POSTAL CODE PHONE NUMBER

_____
FAX NUMBER

Are you a GST 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

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## OPERATIONAL SPECIFICATIONS

**Robson Valley Recreation and Community Centres**
**Marketing Coordinator Contract Position**
**Responsibilities Summary**

The Contractor, as Marketing Coordinator for the Robson Valley Recreation Centre (RVRC) and the Robson Valley Community Centre (RVCC), is responsible to plan, coordinate and deliver commercial/business events and generally strive to maximize the use of the facilities. Through increased usage, the facilities are to become an integral part of the community's recreational, cultural and economic fabric. Users are to have a positive experience at the facilities.

### 1. RESPONSIBILITIES

The Marketing Coordinator will:

a) plan, promote, solicit and manage commercial/business events (e.g. *Trade Shows, Corporate Meetings*),
b) target corporate Annual General Meetings (AGMs),
c) target training and safety events for regional organizations (e.g. *Government Ministries, Railways, RCMP etc*.),
d) create packaged offers including food, lodging, entertainment, and recreation opportunities,
e) manage the promotional budget associated with carrying out the responsibilities of the position (e.g. *advertising, travel, promotional materials*),
f) package transportation and accommodation with facility rental opportunities,
g) collaborate with local art, music, and theatre groups,
h) leverage on-line social networking sites, and
i) represent the Regional District in an enthusiastic but professional manner at all times.

### 2. DESCRIPTION OF TYPICAL DUITES

The Marketing Coordinator will:

a) be knowledge of the operational requirements of the Community Centre and ensure users are familiar with the features they require,
b) work from a home office
c) establish/leverage contacts in target industries and the community,
d) plan and deliver commercial/business events at the RVCC and the RVRC,
e) work closely with the Facilities Manager and Regional District staff and keep management apprised of progress,
f) work closely with representatives of the Village of McBride and area economic/business related organizations to promote the area,
g) plan and manage events with careful consideration of associated risk/liability,
h) follow legal capacity limits, insurance requirements, and emergency procedures,
i) perform related duties associated with the operation of the RVRC and RVCC under the direction of the Facilities Manager,
j) set up, coordinate and assist users with event planning packages that include local accommodations, restaurants, and tourist activities,
k) take and coordinate all facility bookings under the general direction of the Facilities Manager, and
l) refer to or submit all rental payments to the Village of McBride.

## 3. EXPECTED QUALIFICATIONS

The ideal candidate will demonstrate:

a) experience in event planning, organization, and promotion,
b) established networks in target industries, the community and networking skills,
c) excellent inter-personal skills and a positive, friendly attitude with the public,
d) experience in internet marketing and social media,
e) staff and project management background,
f) hospitality industry experience,
g) good written and oral communications skills,
h) significant knowledge of the Robson Valley regional attractions and services, especially McBride and area, and the workings of the Community and Recreation Centres, and
i) the ability to work independently with a minimum of supervision.

## 4. COMMITMENT AND COMPENSATION

The Marketing Coordinator is expected to be compensated in the range of $1,000 per month, plus bonuses for the successful completion and delivery of major bookings. The bidder is to include expected compensation in their quote.

a) It is expected that the Marketing Coordinator will work a minimum of sixteen (16) hours per week.

b) Vehicle mileage compensation will be the equivalent to Regional District employees for pre-approved out of town trips.

(Other proposals for compensation may be considered in the evaluation of quotes.)

## 5. MATERIALS AND EXPENSES

Promotional materials and expenses are to be pre-approved by the General Manager of Community Services or the Facilities Manager and will be paid for by the Regional District.

## 6. MAXIMIZE USE

In addition to maximizing local usage of the facilities, the Marketing Coordinator is to strive to secure and/or deliver significant business/commercial events, of at least 50 participants, through their direct efforts. An increase in local community use of the facilities as a focal point for building community spirit is a priority.

## CONTRACT AGREEMENT

**CS-17-02**
**Robson Valley Recreation and Community Centres**
**Marketing Coordinator Services**

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 "CS-17-02 Robson Valley Recreation and Community Centres, Marketing Coordinator Services" from May 1, 2017 to April 30, 2018 and

   (b) commence to actively proceed with the Work of the Contract on May 1, 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, all addenda, and the successful bidder's quote submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure 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.

SAMPLE

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 General Manager of Community Services or the Facilities Manager of the Regional District for whom they are intended, or if sent by registered mail as follows:

The Contractor at: _____(*Contractor's Address inserted here)*_____

| | | |
|---|---|---|
| The Regional District of Fraser-Fort George<br>155 George Street<br>Prince George, BC V2L 1P8 | OR | The Robson Valley Recreation Centre<br>461 Columbia Street, PO Box 760<br>McBride, BC V0J 2E0 |

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

| | | |
|---|---|---|
| SIGNED ON BEHALF OF THE<br>**REGIONAL DISTRICT OF**<br>**FRASER-FORT GEORGE** | ) | |
| _____<br>General Manager of Community Services | ) | _____<br>Date |
| SIGNED ON BEHALF OF<br>**CONTRACTOR** | ) | |
| DO NOT SIGN, SAMPLE ONLY<br>_____<br>Authorized Signature | ) | _____<br>Date |
| DO NOT SIGN, SAMPLE ONLY<br>_____<br>Authorized Signature | ) | _____<br>Date |

SAMPLE

## SCHEDULE 'A'
## GENERAL CONDITIONS OF CONTRACT

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## 1. DEFINITIONS

"Contract Documents" or "Contract" means and includes the Invitation to Quote, successful bidder's quote submission, Contract documents, specifications, and addenda incorporated therein.

"Contractor" means the successful bidder to this Invitation to Quote who enters into a Contract Agreement as the Marketing Coordinator for the Robson Valley Recreation and Community Centres with the Regional District of Fraser-Fort George.

"Facility or Facilities" means the Robson Valley Community Centre located at 441 Columbia Street, McBride, BC, and/or the Robson Valley Recreation Centre located at 461 Columbia Street, McBride, BC.

"General Manager" means the General Manager of Community Services or equivalent for the Regional District of Fraser-Fort George or their authorized representative as designated to the Contractor.

"ITQ" means this Invitation to Quote.

"Regional District" means the Regional District of Fraser-Fort George.

"Sub-Contractor" means any person, firm, or corporation approved by the Regional District having a Contract for the execution of a part or parts of the Work.

"Work" or "Works" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and services provided by the Contractor under this Contact.

## 2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract is that the Contractor will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the Work described in the Contract or as directed by the Regional District and all incidental service(s) and/or Work to complete the Contract.

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.

## 3. 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 provision of the services required and of the 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.

## 4. WORK STATUS

The General Manager will be the Regional District's representative during the term of the Contract and will monitor the Work of the Contract on behalf of the Regional District for the purpose of ensuring that the Work has been satisfactorily carried out. The General Manager will have the authority to terminate 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.

If at any time the General Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop the Work or to take such remedial measures as they consider necessary. The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

**5. REPORTS**

The Contractor will, upon the request of the General Manager, fully inform the General Manager of the Work done and to be done by the Contractor in connection with the Work of the Contract.

The Contractor will permit the General Manager 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 has 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.

**6. SUPERVISION AND LABOUR**

If not providing the services themself, the Contractor will keep on the Work, at all times during the term of the Contract, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the General Manager. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the General Manager and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work. The Contractor will comply with the requirements of the all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract.

**7. CHARACTER OF WORKERS**

The Contractor and all workers must have sufficient knowledge, skill and experience to properly provide the services of the Contract assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the General Manager, does not provide the services of the Contract in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is wilfully negligent will, at the written request of the General Manager, be removed from the provision of the services of the Contract immediately and will not be employed again in any portion of the services of the Contract without the approval of the General Manager.

**8. 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.

**9. 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.

**10. 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 services of the Contract 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.

**11. SUB-CONTRACTORS**

The Sub-Contractors named in the List of Sub-Contractors form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the General Manager. The Contractor is responsible to the Regional District for the acts and omissions of their Sub-Contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Regional District. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

**12. 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.

**13. 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, 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.

**14. 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.

## 15. PERMIT AND REGULATIONS

The Contractor will, at their own expense, unless pre-approved in writing by the General Manager, 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 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 General Manager in writing.

## 16. 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 at the Facilities 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 at the Facilities due to any act, omission, neglect, or default of the Contractor, or their employees, Sub-Contractors or agents and will 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.

## 17. 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.

## 18. PAYMENT

Upon the last day of each month for the duration of the Contract, the Contractor will submit to the Regional District an itemized invoice, showing all taxes separately, along with all the required records detailing the Works completed for the identified period. Supporting documentation (checklists, diary, etc.,) shall be submitted to the Regional District prior to 3:00 p.m. on the second Tuesday of each month.

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 month 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.

## 19. TAXES

Federal and Provincial laws state that taxes be paid on all goods and services. The Contractor is required to show the taxes separately on all invoices and the Regional District is liable to pay this amount to the Contractor.

## 20. 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 deficient or faulty Work has not been remedied;

c) where there exist unsatisfied claims for damages caused by the Contractor to anyone at the facility or in connection with the Work;

d) where the Regional District has corrected a deficiency under Article 13.

## 21. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

i. Commercial General Liability (CGL) in an amount not less than $3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured.

ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than $2,000,000 per occurrence.

iii. Non-owned Automobile Liability insurance in an amount not less $2,000,000 per occurrence.

iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors of the Contractor, performing any Work for this Contract, meet the insurance requirements outlined in Clause 21.

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

## 22. 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. The Contractor will make proof of payment available to the Regional District when requested.

## 23. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., May 1, 2017 to midnight, April 30, 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.

## 24. SECURITY

Any keys provided to assist the Contractor in the performance of their duties shall not be copied unless authorized by the Regional District. Such keys shall be returned to the Regional District upon expiration or termination of the Contract, or when requested to do so by the Regional District. Neither the Contractor, nor any of their workers or sub-contractors, shall issue keys for copying or for unsupervised access to any of the Facilities. If the Contractor loses any keys, they will immediately notify the Regional District.

The Contractor will ensure that no unauthorized persons are on-site at the Facilities during the performance of their Work.

The Contractor will ensure that all buildings and equipment are secure prior to leaving the Facilities unattended.

## 25. RECORD KEEPING

In connection with the provision of the services the Contractor must keep a daily diary and shall be submitted to the Regional District. The diary will detail activities completed in the performance of duties pursuant to this Contract, including contact information.

## 26. HAZARDS

The Contractor is responsible to notify the Regional District of any perceived potential hazards relating to the Facilities noted while performing the Work.

## 27. 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.

## 28. OWNERSHIP OF QUOTE 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*.

**29. 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.

**30. 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.