



**Robson Valley Region Program
Marketing Materials Development
Invitation to Quote DS-20-02**

Closing Date: 2:00pm, July 2, 2020



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>

1.0 INVITATION TO QUOTE

The Regional District of Fraser-Fort George invites written quotations from qualified vendors to develop marketing materials for the Robson Valley Region (RVR) Economic Development Marketing Program.

1.1 Invitation to Quote Document

Invitation to Quote documents may be obtained on or after June 11, 2020:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) On BC Bid® website at www.bcbid.gov.bc.ca;
- c) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC, **By Appointment Only**, between the hours of 8:00 a.m. and 4:30 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.

1.2 Quotation Submission and Closing Date

The Regional District will accept quotations submitted by email or by direct delivery to the Regional District main office. All Quotations must be submitted to the Regional District's General Manager of Financial Services by **2:00 p.m. (local time) on July 2, 2020**.

Quotations submitted by fax will **NOT** be accepted. Any proposal received after the closing date and time will be considered disqualified.

Submissions by email will see the Quotation attached to an email in a PDF, or equivalent, format and emailed to purchasing@rdffg.bc.ca. The Subject Line of the email should read "**DS-20-02 Invitation to Quote –Robson Valley Region Program Marketing Materials Development – Attention General Manager of Financial Services.**"

Submissions directly delivered to the Regional District Main Office can either be in an:

- Electronic format submitted on a USB readable device with the Quotation in a PDF, or equivalent, format, or
- Hard copy format, including (3) complete Quotation copies

Either type of submission directly delivered must be in a sealed envelope with the following information on the outside of the envelope containing the quote, as well as on the outside of the envelope (includes if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Invitation to Quote, DS-20-02
Robson Valley Region Program Marketing Materials Development
3. Responding Proponent's name and address.

1.3 Quotation Information

Quotations submitted to the Regional District must include:

1. Schedule of Prices/Services (Page 6);
2. Tax Information (Page 7);
3. Conflict of Interest Disclosure Statement (Page 8)
4. List of Contractor's Personnel (Page 9);
5. Relevant Professional Experience in Similar Work (Page 10); and
6. Work Plan. The work plan should describe the deliverables and set out a clear methodology and timeline. The work plan is to include proposed content for marketing material deliverables and a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task.

1.4 Clarification Enquiries

All questions and requests for clarification relating to the ITQ process, and/or identification of any errors or omissions in the ITQ documents, shall be made by email to:

Kenna Jonkman, General Manager of Development Services

Email: Kjonkman@rdffg.bc.ca

Any work done after discovery of discrepancies, errors or omissions will be done at the bidder's risk. **All such enquiries must be submitted by 2:00 pm, June 22, 2020.**

1.4 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.

When submitting a quote, the bidder is required to complete a Conflict of Interest Disclosure Statement (Page 8).

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.

1.5 Form of Contract

The form of contract will be similar in form to the SAMPLE SERVICE AGREEMENT included in this ITQ and will include, Schedule of Prices, Conflict of Interest Disclosure Statement, Relevant Experience in Similar Work, List of Sub-Contractors, all appendices, amendments and addenda, as well as the successful proponent's submission.

2.0 DESCRIPTION OF PROGRAM

The Robson Valley Region Economic Development Marketing Program promotes opportunities to live, work, and invest in the Robson Valley Region. The program is a 3-way partnership between the Village of McBride, Village of Valemount and the Regional District of Fraser-Fort George for the delivery of shared economic development goals. The program is multi-faceted and features a combination of online, video and printed marketing materials to spread the word about the many opportunities in the area.

The program has an established brand (RVR), visual identity, website, marketing coordinator role and a host of promotional materials such as brochures, videos, feather flags, sandwich boards, bags, product tags and coasters. Paid advertising through annual print mediums (phone book and magazines) is also part of the annual marketing program.

The maximum budget allocated for the Robson Valley Region Program Marketing Materials Development is \$15,000.

2.1 Project Scope

Utilizing existing RVR visual guidelines and marketing messaging as detailed in the RVR Logo Standards Manual and the review and utilization of Regional District literature, including Regional District of Fraser-Fort George Strategic Priorities, Robson-Canoe Valleys Economic Opportunities Plan and the RVR Economic Development Marketing Program Review and Strategy 2020- 2022 the following are to be developed and provided:

1. Develop a Marketing Message Strategy for the Robson Valley Region (RVR) Program by building upon existing key messaging and RVR documents noted above. Work will strive to build a positive awareness of, and interest in, the Robson Valley Region as a place to live, work and invest among target audiences, both within and outside the region.

The scope of work will include:

- Review, inventory and evaluation of existing Robson Valley Region messaging through all platforms (Web, Social Media and Print)
- Workshop with RVR Steering Committee to understand stakeholder vision, goals and priorities for the Robson Valley Region Marketing Message Strategy
- Development of an RVR Marketing Message Strategy for utilization throughout all marketing platforms (Web, Social Media, Print) that includes:
 - Consistent naming of the program and contact information
 - Key messaging for RVR Program: Overarching, Features and Benefits and Proof-Points
 - Key messaging for Potential Investors: Overarching, Features and Benefits and Proof-Points
 - Key messaging for Investor Sectors (5): Overarching, Features and Benefits and Proof-Points
 - Key messaging for Partners and Influencers: Overarching, Features and Benefits and Proof-Points

2. Develop user friendly Marketing Materials for the Robson Valley Region (RVR) Program, as described below, by utilizing the proposed Marketing Message Strategy and existing RVR documents. Marketing materials are to be developed for utilization for both electronic and printed formats and are to be delivered to the Regional District with the ability to be edited on an on-going basis.

The scope of work will include:

- Development of a Regional Profile for the RVR that includes, but not limited to:
 - Map of region
 - Description of region
 - Description of RVR program
 - Location in proximity to major centers, infrastructure, transportation routes and landmarks
 - Demographics
 - Cost of doing business overview – taxation, utilities, incentives, labour force, real estate, housing, etc.
 - Quality of life/ amenities – climate, culture, education, healthcare, recreation, etc.
 - government information
 - RVR contact information
 - Include visual content to showcase the RVR
- Development of Investment Specific overview to act as a synopsis of the Regional Profile for general investment marketing that includes, but not limited to:
 - Description of RVR program
 - Overview of important information for investors
 - Quick facts/ items of interest for investors
 - RVR contact information
 - Include visual content to showcase the RVR
- Update existing five (5) opportunities sheets (Active Retirees, Agri-Food, Forestry, Business and Professional, and Tourism) that includes, but not limited to:
 - Description of RVR Program
 - Review and update information for investors
- Update existing Business Development Guide for Valemount, McBride, Robson and Canoe valleys, British Columbia document, that includes, but not limited to:
 - Description of RVR Program
 - Review and update information for investors
 - Include visual content to showcase the RVR
- Update existing RVR General Information Guide, that includes, but not limited to:
 - Description of RVR Program
 - Review and update information
 - Include visual content to showcase the RVR

2.2 Work Plan and Schedule

The proponent must provide a work plan that describes the content of the deliverables and set out a clear methodology and timeline. The work plan is to include proposed content for marketing material deliverables and a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task. It is expected that the project will be completed by October 1, 2020.

2.3 Fee Structure

The proponent must specify fees required to satisfy the work plan, methodology and related expenses. Clearly identify and detail all costs for the outlined services.

2.4 Other Requirements

The proponent will adhere to all terms and conditions outlined in the sample service agreement.



SCHEDULE OF PRICES/SERVICES

To supply all necessary equipment, labour, materials, travel, supervision and all other things necessary to provide marketing materials for the Robson Valley Region Economic Development Marketing Program.

1) Price (GST not included):

a) Lump sum quoted price for project (GST not included, Canadian funds) \$_____

2) Provide a breakdown of lump sum quoted price (GST not included, Canadian funds) by anticipated expenses:

SUPPLY	COST
Equipment	\$
Labour	\$
Materials	\$
Travel	\$
Supervision	\$
Other (Please Specify)	\$
Other (Please Specify)	\$
Other (Please Specify)	\$

3) Is GST Payable? Yes No

a) Goods and Service Tax Registration No. _____

4) WorkSafeBC Registration Number: _____



TAX INFORMATION

GOODS AND SERVICES 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



CONFLICT ONF INTEREST DISCLOSURE STATEMENT

Consultant Name: _____

The Consultant, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Consultant on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has no direct relative, person married to a direct relative or a person sharing the same household as I is involved in this procurement process.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict:

By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Signature of Person Making Disclosure

Date Signed



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: Include: <ul style="list-style-type: none">- Year's of experience- Related work done by individual- Summary of work undertaken



RELEVANT PROFESSIONAL EXPERIENCE IN SIMILAR WORK

(Attach additional pages and information when necessary)

Year	Work Performed: Include: <ul style="list-style-type: none">- organization information- title and purpose of project/ work- duration of project/ work- summary of work undertaken- Link to or attached copy of finished product/ report/ outputs.	Reference Contact: Include: <ul style="list-style-type: none">- name- title- involvement with project/ work- current email- current phone number	Total Value of Work

SAMPLE SERVICE AGREEMENT

BETWEEN:

The **REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the Local Government Act and having its business office located at:

155 George Street,
Prince George, BC V2L 1P8

(hereinafter called the "REGIONAL DISTRICT")

AND:

(*Service Provider Name*), a company duly incorporated under the laws of British Columbia and having a place of business at:

(*Service Provider Address*)

(hereinafter called "SERVICE PROVIDER")

WITNESSETH: That the Service Provider and the Regional District undertake and agree as follows:

1. SCOPE OF SERVICE

The REGIONAL DISTRICT requires Services that may include, but are not limited to, the following:

Utilizing existing RVR visual guidelines and marketing messaging as detailed in the RVR Logo Standards Manual and the review and utilization of Regional District literature, including Regional District of Fraser-Fort George Strategic Priorities, Robson-Canoe Valleys Economic Opportunities Plan and the RVR Economic Development Marketing Program Review and Strategy 2020- 2022 the following are to be developed and provided:

1. Develop a Marketing Message Strategy for the Robson Valley Region (RVR) Program by building upon existing key messaging and RVR documents noted above. Work will strive to build a positive awareness of, and interest in, the Robson Valley Region as a place to live, work and invest among target audiences, both within and outside the region.

The scope of work will include:

- Review, inventory and evaluation of existing Robson Valley Region messaging through all platforms (Web, Social Media and Print)
 - Workshop with RVR Steering Committee to understand stakeholder vision, goals and priorities for the Robson Valley Region Marketing Message Strategy
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 - Key messaging for Investor Sectors (5): Overarching, Features and Benefits and Proof-Points
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2. Develop user friendly Marketing Materials for the Robson Valley Region (RVR) Program, as described below, by utilizing the proposed Marketing Message Strategy and existing RVR documents. Marketing materials are to be developed for utilization for both electronic and printed formats and are to be delivered to the Regional District with the ability to be edited on an on-going basis.

The scope of work will include:

- Development of a Regional Profile for the RVR that includes, but not limited to:
 - Map of region
 - Description of region
 - Description of RVR program
 - Location in proximity to major centers, infrastructure, transportation routes and landmarks
 - Demographics
 - Cost of doing business overview – taxation, utilities, incentives, labour force, real estate, housing, etc.
 - Quality of life/ amenities – climate, culture, education, healthcare, recreation, etc.
 - government information
 - RVR contact information
 - Include visual content to showcase the RVR
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 - Include visual content to showcase the RVR
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 - Description of RVR Program
 - Review and update information for investors
- Update existing Business Development Guide for Valemount, McBride, Robson and Canoe valleys, British Columbia document, that includes, but not limited to:
 - Description of RVR Program
 - Review and update information for investors
 - Include visual content to showcase the RVR
- Update existing RVR General Information Guide, that includes, but not limited to:
 - Description of RVR Program
 - Review and update information
 - Include visual content to showcase the RVR

The SERVICE PROVIDER must provide a work plan that describes the content of the deliverables and set out a clear methodology and timeline. The work plan is to include proposed content for marketing material deliverables and a schedule of project tasks, the sequence of task occurrence and details concerning implementation and duration of each task. It is expected that the project will be completed by October 1, 2020.

2. TERM AND TERMINATION

The term of this Agreement shall commence as of the day and year first written above and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The SERVICE PROVIDER or the REGIONAL DISTRICT may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

3. NOTICE OF DEFAULT

If the SERVICE PROVIDER is in default of the performance of any of its material obligations set out in this Agreement, then the REGIONAL DISTRICT may, by written notice to the SERVICE PROVIDER, require

such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the REGIONAL DISTRICT in its sole discretion, have not been taken to correct the default, the REGIONAL DISTRICT without limiting any other right it may have, may immediately terminate this Agreement.

The REGIONAL DISTRICT shall compensate the SERVICE PROVIDER for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the SERVICE PROVIDER in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the SERVICE PROVIDER prior to the termination of the Agreement, will be provided to the REGIONAL DISTRICT within ten (10) business days of the termination date.

4. CONTRACT PRICE

The SERVICE PROVIDER will be compensated (*FIGURE TO BE INCLUDED*).

The REGIONAL DISTRICT shall pay to the SERVICE PROVIDER, within thirty (30) days of receipt of an invoice, with detailed expenses, from the SERVICE PROVIDER, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued for each individual site and must be recorded on the invoice from the SERVICE PROVIDER.

Where the REGIONAL DISTRICT has established a milestone date for the performance or completion of certain of the Services, and the SERVICE PROVIDER has not completed the Services in accordance with the milestone date, then the REGIONAL DISTRICT shall not be obligated to pay the SERVICE PROVIDER under this section until the SERVICE PROVIDER has completed the milestone event.

Where the REGIONAL DISTRICT is not satisfied with the Services provided by the SERVICE PROVIDER, the REGIONAL DISTRICT may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the REGIONAL DISTRICT by other persons.

5. INSURANCE

The SERVICE PROVIDER, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Agreement term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the SERVICE PROVIDER) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The SERVICE PROVIDER must 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 Agreement:

1. Commercial General Liability (CGL). Written on an occurrence-based form, 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 Agreement. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the SERVICE PROVIDER in an amount not less than \$2,000,000.
3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000.
4. Equipment insurance on all equipment owned or rented by the SERVICE PROVIDER to its full insurable value.

6. WORKSAFEBC

Prior to undertaking any of the Work in this Agreement, the SERVICE PROVIDER will provide the Regional District with their Workers' Compensation Board Number and will keep all assessments required to be paid in relation to the Agreement amount. Where the SERVICE PROVIDER is delinquent in WorkSafeBC

assessments or coverage, the outstanding assessment may be deducted from their payment and paid to WorkSafeBC.

The SERVICE PROVIDER will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

Where the SERVICE PROVIDER may not be eligible for WorkSafeBC coverage, the SERVICE PROVIDER should provide a copy of a letter from WorkSafeBC confirming ineligibility.

7. STANDARD OF CARE

The SERVICE PROVIDER will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the SERVICE PROVIDER's profession currently practicing in the same locality under similar conditions.

8. INDEPENDENT CONTRACTOR

The SERVICE PROVIDER shall be fully independent and shall not act as an agent or employee of the REGIONAL DISTRICT. The SERVICE PROVIDER shall be solely responsible for its employees, and any subcontracts the SERVICE PROVIDER lets, and for their compensation, benefits, contributions, and taxes, if any.

9. INDEMNITY

The SERVICE PROVIDER shall release, indemnify, defend and save harmless the REGIONAL DISTRICT, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the SERVICE PROVIDER's breach of this Agreement or the negligent acts or omissions of the SERVICE PROVIDER or its employees, contractors or agents.

10. CHANGES

The REGIONAL DISTRICT may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the SERVICE PROVIDER's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the REGIONAL DISTRICT shall increase the amount of the service fee payable under section 4 of this Agreement by an amount agreed upon by the SERVICE PROVIDER or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.

11. NOTICE

Any notices related to this Agreement shall be in writing and either mailed or delivered to the address on Page 1 of this Agreement, or other such addresses that either the REGIONAL DISTRICT or the SERVICE PROVIDER may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

12. FORCE MAJEURE

If either the SERVICE PROVIDER or the REGIONAL DISTRICT are prevented from performing their obligations under the Contract, or where the REGIONAL DISTRICT's work in respect of which the SERVICE PROVIDER is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the SERVICE PROVIDER and the REGIONAL DISTRICT under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide

the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the REGIONAL DISTRICT shall grant to the SERVICE PROVIDER a time extension for performance of any milestone dates required as part of the Services as may be agreed with the SERVICE PROVIDER or, if the REGIONAL DISTRICT and the SERVICE PROVIDER are unable to reach agreement, as determined by the dispute resolution process under Section 16 of the Contract. Where as a result of Force Majeure there is a material increase in the SERVICE PROVIDERS cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the REGIONAL DISTRICT shall increase the amount of the service fee payable to the SERVICE PROVIDER under Section 4 of this Agreement, as may be agreed by the SERVICE PROVIDER, or as determined under Section 16 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the SERVICE PROVIDER is providing the Services, then the REGIONAL DISTRICT may choose not to proceed with the completion of the work and may terminate this Agreement. If the REGIONAL DISTRICT terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the SERVICE PROVIDER in accordance with Section 3 of this Agreement

13. OWNERSHIP

All materials produced by the SERVICE PROVIDER for the REGIONAL DISTRICT including, but not limited to records, reports, drawings, as built drawings, and manuals, to fulfill this Contract will be provided in hard copy as well as in an agreed upon electronic file format and will become and remain the exclusive property of the REGIONAL DISTRICT without restriction.

Any materials provided by the REGIONAL DISTRICT to the SERVICE PROVIDER as a result of this Contract will remain the exclusive property of the REGIONAL DISTRICT and upon receiving written notice from the REGIONAL DISTRICT requesting delivery of the same, be immediately delivered to the REGIONAL DISTRICT by the SERVICE PROVIDER, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

14. REGIONAL DISTRICT'S RESPONSIBILITIES

The REGIONAL DISTRICT agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the REGIONAL DISTRICT with the SERVICE PROVIDER.

The REGIONAL DISTRICT shall release, indemnify, defend, and save the SERVICE PROVIDER harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the REGIONAL DISTRICT's breach of this Agreement; (ii) the negligent acts or omissions of the REGIONAL DISTRICT or its employees, contractors, or agents.

15. ASSIGNMENT AND SUBCONTRACTING

This Agreement does not create any right or benefit in anyone other than the REGIONAL DISTRICT and the SERVICE PROVIDER and shall not be assigned by either party without the prior written approval of the other party.

16. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the SERVICE PROVIDER and the REGIONAL DISTRICT agree first to try in good faith to settle the dispute by negotiations between senior management of the SERVICE PROVIDER and the REGIONAL DISTRICT. If such negotiations are unsuccessful, the SERVICE PROVIDER and the REGIONAL DISTRICT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the SERVICE PROVIDER and the REGIONAL DISTRICT may agree to attempt to settle the dispute through good faith mediation. If the

dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of BRITISH COLUMBIA.

17. WAIVER OF TERMS AND CONDITIONS

The failure of either the SERVICE PROVIDER or the REGIONAL DISTRICT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the SERVICE PROVIDER or the REGIONAL DISTRICT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS

This Agreement shall be governed and construed in accordance with the laws of the Province of BRITISH COLUMBIA.

20. CONFIDENTIALITY AND FREEDOM OF INFORMATION

This contract is subject to the provisions of the *Freedom of Information and Protection and Privacy Act*. The SERVICE PROVIDER will treat as confidential and will not, either before, or after the expiration or sooner termination of this Contract without the prior written consent of the Manager, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the SERVICE PROVIDER as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the SERVICE PROVIDER to fulfil their obligations under this Contract, or by the laws of British Columbia.

21. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the SERVICE PROVIDER and the REGIONAL DISTRICT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The REGIONAL DISTRICT and the SERVICE PROVIDER agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

22. RELATIONSHIP

The legal relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the SERVICE PROVIDER and the REGIONAL DISTRICT to be that of employee and employer.



This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

SIGNED ON BEHALF OF THE
**(REGIONAL DISTRICT OF FRASER-
FORT GEORGE)**

General Manager of Development Services

Date

Manager of External Relations

Date

DULY AUTHORIZED SIGNATORY FOR
(*SERVICE PROVIDER NAME*)

Signature

Date

Name

+

DRAFT