



# **REQUEST FOR PROPOSALS**

## **Communications and Website Survey**

**Issued:** Tuesday, March 26, 2019

**Closing Location:**

Corporate Administration, Regional District of Central Kootenay  
Box 590, 202 Lakeside Drive  
Nelson, BC V1L 5R4

**Closing Date and Time:**

2:00 pm (PST), Tuesday, April 16, 2019

Proposals must CLEARLY INDICATE  
**“Request for Proposals – Communications and Website Survey”**

Maria Hypponen  
Communications Coordinator  
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## **PART 1 – INVITATION & INSTRUCTIONS TO PROPONENTS**

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### **1.1 Executive Summary**

The Regional District of Central Kootenay (RDCK) is requesting proposals from qualified professionals and firms to conduct a survey to gather benchmark data about the public’s communication habits and preferences; their awareness of and attitudes towards RDCK communications; and their experiences with the RDCK website.

The selected professional or firm (the “Contractor”) will develop an appropriate survey process and methodology to gather this data; administer the survey after obtaining input and approval from RDCK staff and senior management; tabulate and analyze the results; and present the findings in a written report.

### **1.2 Timeline of Process and Deliverables:**

Tuesday, March 26, 2019	Issue Request for Proposals
Tuesday, April 9, 2019	Deadline for Enquiries and Clarifications
Tuesday, April 16, 2019	Deadline for proposal submissions
Wednesday, April 17 and Thursday, April 18, 2019	Review of proposals
Week of April 22, 2019	Determination of preferred Proponent and Notice of Award
Week of April 29, 2019	Project initiation
April, May, June 2019	Survey launch, run, close
July 2019	Analysis and report
August 1, 2019	Final report submitted to RDCK staff
August 15, 2019	Final report presented to RDCK Board of Directors

### **1.3 About the Project**

Incorporated in 1965, the Regional District of Central Kootenay (RDCK) is a local government that serves approximately 60,000 residents in 11 electoral areas and nine member municipalities. The RDCK provides more than 160 services, including community facilities, fire protection and emergency services, grants, planning and land use, regional parks, resource recovery and handling, transit, water services, and much more. For more information about the RDCK, visit [www.rdck.ca](http://www.rdck.ca).

The RDCK Communications Coordinator has been tasked with the development and implementation of a strategy to guide how the RDCK communicates with its audiences. The RDCK 2019-2021 Communication Strategy will help to focus resources and efforts in pursuit of key objectives, including raising public awareness of RDCK services and priorities; enhancing existing digital communication tools; and supporting Directors and staff in their communications activities.

In order to know if communication efforts are successful, the RDCK should first establish benchmark data. The data gathered in the *Communications and Website Survey* will help the RDCK develop strategies and tactics designed to make progress towards its key objectives. A follow-up survey at the end of a three-year period will gauge progress towards those objectives.

This survey will also support the first phase of a project to improve the RDCK website. This phase of the project will include a review of current best practices in government website content and functionality, and an investigation into opportunities to improve the website's content, organization, user-friendliness, and accessibility. Research in this phase will also include consultation with internal audiences (RDCK directors, staff, and volunteers) and external audiences (residents, taxpayers, visitors, business owners, and other stakeholders) to better understand their experience with the RDCK website and how the website could be improved to meet their needs.

#### **1.4 Request for Proposal Terminology**

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms.

Throughout this Request for Proposal, terminology is used as follows:

- a) **“Contract”** means the written agreement resulting from this Request for Proposal executed by the RDCK and the Consultant;
- b) **“Contractor”** means the successful Proponent to this Request for Proposal who enters into a written Contract with the RDCK;
- c) **“Must”** or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;
- d) **“Proponent”** means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- e) **“Regional District”** means the Regional District of Central Kootenay (RDCK);
- f) **“Should”** or **“desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

#### **1.5 Proposal Documents**

It is the responsibility of the Proponent to ascertain that they have received a full set of Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of a full set of Proposal Documents.

#### **1.6 Intent to Submit**

Proponents intending to submit a Proposal should provide an email notification to: [mhypponen@rdck.bc.ca](mailto:mhypponen@rdck.bc.ca).

A Proponent who does not submit an Intent to Submit email may not be sent any amendments or addenda.

No Proponent who sends an Intent to Submit email is obligated to submit a Proposal.

## 1.7 Enquiries and Clarifications

It is the responsibility of the Proponent to thoroughly examine this document and ensure that the requirements contained are fully understood.

Requests for clarifications or additional information related to this Request for Proposal must be directed, in writing, to the following person:

Maria Hypponen  
Communications Coordinator  
Regional District of Central Kootenay  
Box 590, 202 Lakeside Drive  
Nelson, BC V1L 5R4

Fax: (250) 352-9300  
Email: [mhypponen@rdck.bc.ca](mailto:mhypponen@rdck.bc.ca)

Enquiries will be accepted until **2:00 pm (PST) on Tuesday, April 9, 2019.**

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Regional District's option.

## 1.8 Proposal Closing Date, Time and Location

Proposals must be submitted by the Closing Date and Time to the Closing Location identified on the cover page of this Request for Proposal.

## 1.9 Proposal Submissions

A digital PDF format of the Proposal submission may be sent by email to: [mhypponen@rdck.bc.ca](mailto:mhypponen@rdck.bc.ca).

The RDCK email server has about a 10 mb file size limit. Proponents are to ensure that they have received a confirmation of receipt of email prior to the closing time. Larger submissions should be broken down into two or more emails, or arrangements should be made ahead of time for file transfer by ftp.

Proponents wishing to send or deliver a Proposal submission in paper format to the RDCK must submit one printed copy in a SEALED envelope CLEARLY MARKED **"Request for Proposals – Communications and Website Survey"**.

The Proposal must be completed and signed by a person authorized to sign on behalf of the Proponent and authorized to bind the Proponent to any statements made in response to this Request for Proposal.

1. The Proponent's name and full mailing address must be clearly marked on the outside of the response envelope.
2. Faxed proposals will not be accepted.

### **1.10 Ownership of Proposals and Freedom of Information**

All responses to this Request for Proposal become the property of the RDCK. By submitting a Proposal the Proponent agrees the RDCK has the right to copy the Proposal Documents. Proposals will be held in confidence by the RDCK, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the RDCK may disclose all or part of any Proposal to the RDCK Board at a public meeting of the Board, if making a recommendation for the award of the Contract.

### **1.11 RDCK's Right to Accept or Reject Proposal**

The lowest or any Proposal will not necessarily be accepted. The RDCK reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the RDCK; and waive informalities in, or reject any or all Proposals, in each case without giving any notice.

If there is only one compliant Proposal received by the Closing Date, the RDCK reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this Request for Proposal at any time prior to entering into a Contract with a Proponent. The RDCK reserves the right to cancel at any time before award of the Contract without being obliged to any Proponent – not just where there is only one compliant Proposal.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected. The RDCK, however, may at its sole discretion reject or retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

### **1.12 No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim. In no event will the RDCK be responsible for the costs of preparation or submission of a Proposal.

### **1.13 Conflict of Interest**

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the RDCK or their immediate families which might in any way be seen (in the RDCK's sole and unfettered discretion) to create a conflict.

#### **1.14 Anti-Collusion, Fraud & Corruption**

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the RDCK through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

#### **1.15 Confidentiality**

Confidential information about the RDCK obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDCK. The Proponent agrees that its obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

#### **1.16 Irrevocability and Acceptance of Proposal**

After the Closing Date and Time, all Proposals are irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the RDCK for the Work on the terms and conditions set out in the Proposal. Each Proposal will be irrevocable and open for acceptance by the RDCK for a period of ninety (90) calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the RDCK. By submission of a clear and detailed written notice the Proponent may amend or withdraw its Proposal PRIOR to the closing date and time.

#### **1.17 Irregularities and Informalities**

The RDCK reserves the right, at its sole discretion to waive minor irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDCK to do so.

#### **1.18 Discrepancies or Omissions**

Proponents finding discrepancies or omissions in the specifications or other documents or having any doubts about the meaning or intent of any part thereof should immediately request, by email, clarification from Maria Hypponen, [mhypponen@rdck.bc.ca](mailto:mhypponen@rdck.bc.ca), who will send written instructions or explanations to all parties having submitted an Intent to Submit. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

#### **1.19 Modification of Terms/Addenda**

The RDCK reserves the right to modify the terms of this Request for Proposal at any time before the Closing Date and Time at its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the information package. The RDCK may amend or clarify

the information package by issuing an Addendum. No employee or agent of the RDCK is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDCK makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

### **1.20 Liability for Errors**

While the RDCK has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDCK, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

### **1.21 Basis of Contract Award**

Proponents are hereby notified that the RDCK intends to review and enter into a Contract for the Work based not only on the Proposal price, but the other factors considered essential by the RDCK to provide a service for the Work being requested. Proposal evaluation may include, but is not limited to:

- Proponent's suggested approach to the work
- Professional qualification of personnel
- Professional rates for personnel
- Other associated costs to perform the Work
- Total cost
- Experience with projects similar to that being contemplated in the Work
- References provided by other clients of the Proponent
- Experience of the Proponent on past RDCK or local government/municipal projects
- Confirmation of the Proponent's ability to complete the work in accordance with the schedule
- Compliance with these terms of reference and completeness of the Proposal
- Proponent's understanding of RDCK requirements and expectations
- The overall value that the Proposal represents to the RDCK, based on quality, service and price
- Any other value-added benefits offered by the Proponent which are not specifically addressed in this Request for Proposal

The evaluation process will be conducted solely at the discretion of the RDCK. The RDCK may decide to utilize other criteria in the review of Proposals other than those set forth above; in particular, the price to carry out the work will not be the only or primary criterion that will be utilized by the RDCK. The RDCK reserves the right to make inquiries regarding any or all Proposals and to verify all information submitted by Proponents. Proponents shall be competent and capable of performing the work. Proponents may be required to provide further evidence of previous experience and financial responsibility.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the RDCK be required to offer any modified terms to any other Proponent prior to entering



into a Contract with the successful Proponent, and the RDCK shall incur no liability to any other Proponent as a result of such negotiations or modifications.

Proponents are advised that, after receipt of Proposals and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Proposal including, but not limited to, a further breakdown of relevant components of the proposed prices.

The RDCK reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the RDCK in relation to work similar to that being proposed.

The RDCK reserves the right to reject any Proposals of a company that owes, or whose principals owe, monies to the RDCK at the time of submitting a Proposal.

### **1.22 Definition of Contract**

This Request for Proposal should not be construed as an Agreement or Contract to purchase goods or services. The RDCK is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The RDCK will be under no obligation to receive further information, whether written or oral, from a Proponent after the Proposal Closing Date and Time.

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

Notice in writing to a Proponent that it has been identified as the Contractor and the subsequent full execution of a written Agreement will constitute a Contract for the performance of the Work and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events.

### **1.23 Form of Contract**

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Goods and Services Agreement with the RDCK within fifteen (15) days of the date of the Notice of Award. A copy of the RDCK Goods and Services Agreement is attached as Appendix A.

By submission of a Proposal, the Proponent agrees that, should it be identified as the Contractor, it is willing to provide to the RDCK the necessary Insurance Policies and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Award.

## PART 2 – SPECIFICATIONS

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### 2.1 Scope of the Work

The Regional District of Central Kootenay (RDCK) is requesting proposals from qualified professionals and firms to conduct a *Communications and Website Survey* to gather benchmark data about the public's communication habits and preferences; their awareness of and attitudes towards RDCK communications; and their experiences with the RDCK website.

The Proponent should consider the following principles that will frame the Work:

- The survey sample should be representative of the population
- The results should be valid and reliable
- The methodology should allow any member of the population to participate, regardless of their access to technology or where they live
- The survey questions should be free from bias and influence
- The process should respect participants' time and privacy
- The process should be fair and transparent

Survey questions will focus on the following areas (to be refined in consultation between the Contractor and the RDCK):

- How people get information about the RDCK
- Which social media platforms people use, and if social media is used to get RDCK information
- Which topics about the RDCK interest people the most
- Why people use the RDCK website
- How satisfied people are with their experience on the RDCK website
- How satisfied people are with RDCK communications in general

The *Communications and Website Survey* is not intended to be used to gather feedback about specific programs or services.

The Contractor will develop an appropriate survey process and methodology to gather this data; administer the survey after obtaining input and approval from RDCK staff and senior management; tabulate and analyze the results; and present the findings in a written report.

The Contractor will be responsible for:

- Developing an appropriate survey process and methodology to gather this data
- Creating survey questions that will provide the RDCK with information that will support key communications objectives
- Administering the survey using methodology and technology appropriate to RDCK audiences (i.e. using print, telephone or computer-aided means)
- Responding to inquiries or technical questions from survey participants as appropriate
- Participating in the implementation of communications and promotion of the survey
- Tabulating and analyzing the survey results

- Writing a report of the findings to be submitted to RDCK senior management and the Board of Directors
- Working closely with the RDCK Communications Coordinator and other staff as required throughout the project

The Contractor will also be responsible for recommending methodology and technology that supports the RDCK's compliance with applicable federal legislation, including the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, the *Freedom of Information and Protection of Privacy Act (FIPPA)*, and *Canadian Anti-Spam Legislation (CASL)*.

The Work is expected to be performed at the Contractor's place of business. The Contractor may be asked to attend meetings in person at the RDCK head office in Nelson, BC, or other locations to be determined, if needed.

## **PART 3 – PROPOSAL SUBMISSION**

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### **3.1 Proposal Format**

The Proposal should clearly convey the Proponent's intent in a clear and concise manner. The Proposal should contain a cover letter, a short executive summary of the key features of the Proposal, and all the elements identified in Section 3.2. All pages should be consecutively numbered.

### **3.2 Proposal Content**

The Proposal should contain the following elements:

#### **3.2.1 Ability**

- The Proponent will demonstrate their ability to complete the services described in Section 2.1, Scope of the Work, according to the timelines set out in Section 1.2, Timeline of Process and Deliverables.
- The Proponent will provide three (3) samples of projects they have completed that are similar in scope to the Work described in Section 2. These samples should demonstrate: ability to complete the Work; familiarity with a variety of research approaches; and experience in providing similar services to government, not-for-profit agencies or large corporations.
- The Proponent will ensure that each of the three work samples is accompanied by a reference for the work. References will be checked at the RDCK's discretion as part of the evaluation process.
- The Proponent will confirm their commitment to providing responsive customer service to the Regional District.

#### **3.2.2 Experience**

- The Proponent will provide general information about themselves or their firm, including accreditation and/or memberships with relevant associations.
- The Proponent will provide as part of the Proposal Submission the resume and contact information of the person doing the work; or resumes of all team members if the work will be completed by more than one person, along with a main point of contact to be used by the Regional District if there is more than one person doing the Work.
- The Proponent will demonstrate that they and/or their team members have at least five (5) years of experience in providing similar services to a government or not-for-profit agency or a large corporation, and demonstrate the high quality of the services provided.

### 3.2.3 Cost Effectiveness

- Based on the information provided in Section 2.1, Scope of Work, and based on the Proponent's understanding of the RDCK's needs and context, the Proponent will provide their costs for performing the work in the following format:
  - Total project fee, broken down (if applicable) by work phases or as per the Proponent's approach
  - Hourly rate for work that may be beyond the scope of Work (for example, if the Contractor is asked to present their findings at an RDCK Board meeting)
  - Costs for technology or licensing, if not included in the project fee
  - Costs for other value-added or optional work that supports the objectives of the project
- The Proposal should also include details of Proponent's preferred arrangements for mileage and other disbursements, if applicable.

**PART 4 – CONFIRMATION OF SUBMITTAL**

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I (We) \_\_\_\_\_ have carefully examined all components of this Request for Proposals.

I (We) agree that I (we) have reviewed and understand the documents of the Request for Proposals and I (We) are capable, available and willing to perform the requirements of the Proposal for the specified term, and where the Proposal is submitted by a Corporation, it must be signed by a duly authorized officer of the company.

Proposal submitted by  
(Please type/print)

Name of Signing Officer: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## **APPENDIX A – Goods and Services Agreement**

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A copy of the RDCK's standard Goods and Services Agreement follows.



**Regional District of Central Kootenay**

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

**Phone:** (250) 352-6665 or 1-800-268-7325

**Fax:** (250) 352-9300

**E-mail:** [rdck@rdck.bc.ca](mailto:rdck@rdck.bc.ca)

**GOODS AND SERVICES AGREEMENT**

**File #:** [File No.]

**Project:** [Project Name]

**GL Code:** [Account] / [WorkOrder]

THIS AGREEMENT executed in duplicate and dated for reference the:

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Day) (Month) (Year)

BETWEEN:

**REGIONAL DISTRICT OF CENTRAL KOOTENAY**

(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Telephone: [Phone #]

**AND**

**[NAME OF CONTRACTOR]**

(hereinafter called the "Contractor")

at the following address:

[Mailing Address]

[City & Postal Code]

Telephone #: [Phone #]

Email Address: [Email Address]

WorkSafe BC Account #: [Account #]

**FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:**

- (a) **SERVICES:** The Contractor shall provide the services detailed in Schedule "A" of this Agreement (the "Services").
- (b) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **[Start Date]** and ending on **[End Date]** (the "Term").
- (c) **LOCATION:** The location for delivery of the Services shall be [Location]
- (d) **CONTRACT PRICE/RATE:** \$[Amount] (excluding GST) and on the terms set out in Schedule B.
- (e) **BILLING DATE:** Choose Billing Option
- (f) Schedules A and B are incorporated into, and form part of this Agreement.
- (g) The following terms and conditions are incorporated into, and form part of this Agreement:



## THE CONTRACTOR'S OBLIGATIONS

1. The Contractor shall:
  - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
  - (b) Upon the request of the Regional District of Central Kootenay (herein after called the "RDCK") fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
  - (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
  - (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
  - (e) Promptly pay all persons employed by it;
  - (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
  - (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
  - (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
  - (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
  - (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
  - (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
  - (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
  - (m) At its own expense, if required, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
  - (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;
  - (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
  - (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
  - (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
  - (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them

from and against losses, claims, damages, actions, and causes of action (collectively referred to as “Claims”), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;

- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
- ~~(t) Obtain and maintain in force, during the Term, adequate insurance as determined by the Contractor, or as specified by the RDCK in writing. If the RDCK requires the Contractor to purchase and maintain a policy of General Liability Insurance, the policy shall name the RDCK as An Additional Insured;~~
- (u) During the Term of this Agreement, take out and maintain commercial general liability insurance, ~~and if applicable professional liability insurance or environmental impairment liability insurance,~~ against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in a form acceptable to the Chief Financial Officer of the RDCK, in the amount of \$2 million per occurrence , naming the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement, with such insurance including a cross liability clause and requiring the insurer not to cancel or materially change the insurance without first giving the RDCK thirty days’ prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand;
- (v) Be solely responsible for determining what additional insurance coverage, if any, is necessary or advisable for the protection of the Contractor or that is required by the Contractor to fulfill its obligations under this Agreement with such additional insurance maintained and provided at the sole expense of the Contractor and with the Contractor being responsible for obtaining whatever additional insurance it deems necessary in respect of the Contractor’s property located at the Worksite;
- ~~(w) Inspect the site where the Services are to be performed (the “Site”) and become familiar with all conditions pertaining thereto prior to commencement of the Services;~~
- ~~(x) Where materials and supplies are to be provided by the Contractor, use only the best quality available;~~
- ~~(y) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK’s approval prior to their use;~~
- ~~(z) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor’s expense; and~~
- ~~(aa) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.~~

## THE REGIONAL DISTRICT OF CENTRAL KOOTENAY’S OBLIGATIONS

2. The RDCK shall:

- (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called "**Contract Price**"), and the Contractor shall accept such payment as full payment for the Services;
- ~~(b) Notwithstanding Subsection 2(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;~~
- ~~(c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 2(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;~~
- (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
- (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
- (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

## TERMINATION OF AGREEMENT

3. In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
4. The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 5 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
5. Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
6. Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

## GENERAL TERMS

7. The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans, drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.
8. The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
10. Time shall be of the essence of this Agreement.
11. Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to

time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.

12. This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
13. A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
14. A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
15. Everything produced, received or acquired (the "**Material**") by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
  - (a) be the exclusive property of the RDCK; and
  - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
16. The copyright in the Material belongs to the RDCK.
17. The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
18. Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
19. Where the Contractor is a partnership, all partners are to execute this Agreement.
20. Sections 1 b), i), j), r), and 16 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
21. Parts 2 and 3 of the Request for Proposals of the RDCK dated March 26, 2019, and the Contractor's Proposal provided in response, are hereby incorporated into and forms part of this Agreement.
22. Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

<b>THE REGIONAL DISTRICT OF CENTRAL KOOTENAY</b>	)	<b>[NAME OF CONTRACTOR]</b>
_____	)	_____
Authorized Signatory	)	Signing Officer
	)	
_____	)	_____
Authorized Signatory	)	Print Name

**SCHEDULE A**  
**SERVICES**

[Describe Services]

**SCHEDULE B**  
**CONTRACT PAYMENT TERMS**

[Insert Payment Terms]