



**REGIONAL DISTRICT
of Fraser-Fort George**

**Robson Valley Recreation and Community Centres
Marketing Coordinator Services
Invitation to Quote CS 14-03**

Closing Date: June 23, 2014



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

Quotations will be received until 2:00 p.m. local time, June 23, 2014, to the attention of Mr. Terry McEachen, General Manager of Development Services, at 155 George Street, Prince George BC, V2L 1P8. Quotations must include the Schedule of Prices/Services (page 5) and pages 6, 7 and 8. Quotes submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Submissions received after the stated closing date and time will be disqualified and not considered by the Regional District.

Invitation to Quote documents may be obtained on or after June 5, 2014:

- a) In a PDF (public document format) file format from the Regional District's website www.rdffg.bc.ca;
- b) In hard copy format from the Regional District Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding statutory holidays, or
- c) 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 proposal. The Regional District reserves the right to reject any and all quotes; the lowest price will not necessarily be accepted.

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

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 Invitation to Quote.

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

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

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

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

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

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

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

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

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

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

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

Terry McEachen, General Manager of Development Services
Phone: 250-960-4400
Fax: 250-562-8676
Email: tmceachen@rdffg.bc.ca

General Description of Facilities

Robson Valley Community Centre

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 hall provides all the amenities for those milestone family events, as well as, business meetings, conferences, training workshops, performances, and tradeshow.

Situated between the Rocky and Cariboo mountain ranges, alongside the "Mighty Fraser" River, the Village of McBride welcomes you. Visit the McBride website for information about accommodations, eateries, unique gift shops, and activities in the Village.

Refer to Community Centre booking information on the Regional District website: www.rdffg.bc.ca or phone the Village of McBride at (250-569-2229). View the Robson Valley Community Centre events calendar to find out about upcoming events.

Visit the Robson Valley Community Centre at 441 Columbia Street, McBride, BC V0J 2E0.

Robson Valley Recreation Centre

The Robson Valley Recreation Centre is located at 461 Columbia Street, McBride, BC, in the beautiful Robson Valley.

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.

BIDDER CHECKLIST

Before submitting your quotation, check the following points:

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

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

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

- Attention: Terry McEachen, General Manager of Development Services
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
- Invitation to Quote CS 14-03
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 new event involving 20-50 participants per day		
(ii) For each new event involving 50-200 participants per day		
(iii) For each new 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

GOODS AND SERVICES TAX or HARMONIZED SALES TAX, as applicable

The following must be completed:

Supplier: _____
 NAME _____

 ADDRESS _____

 CITY _____ PROVINCE _____

 POSTAL CODE _____ PHONE NUMBER _____

 FAX NUMBER _____

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

If YES, please indicate your registration number: _____

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

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

SIGNATURE OF AUTHORIZED PERSON PRINT NAME

TITLE DATE



RELEVANT PROFESSIONAL EXPERIENCE IN SIMILAR WORK

(attach additional information if necessary)

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



LIST OF CONTRACTOR'S PERSONNEL

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

Name of Employee	Employee's Experience / Qualifications



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OPERATIONAL SPECIFICATIONS

Robson Valley Recreational and Community Centres Marketing Coordinator Contractor Position Responsibilities Summary

The contractor, in the position of 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 their 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,
- i) manages website(s) content, and
- j) represent the Regional District in an enthusiastic but professional manner at all times.

2. DESCRIPTION OF TYPICAL DUITES

The Marketing Coordinator will:

- a) be knowledgeable with the operational requirements of the Community Centre and ensure users are familiar with the features they require,
- b) work from a home office and/or have access to RVCC office space,
- 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 the Village of McBride Economic Development officer 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 either the Village of McBride or the Regional District.

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 proponent 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 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.



Robson Valley Recreation and Community Centres

Marketing Coordinator Services

Invitation to Quote CS 14-03

SAMPLE CONTRACT AGREEMENT

&

SCHEDULE 'A' GENERAL CONDITIONS OF CONTRACT



SAMPLE CONTRACT AGREEMENT

**CS 14-03
Robson Valley Recreation and Community Centres
Marketing Coordinator Services**

THIS CONTRACT made this ____ day of _____ in the year of 2014 between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____ herein after called the "Contractor".

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

1. The Contractor will:
 - (a) provide all necessary materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the Contract Documents for the project entitled "CS 14-03 – Robson Valley Recreation and Community Centres, Marketing Coordinator Services" from July 1, 2014 to June 30, 2015, and
 - (b) commence to actively proceed with the Work of the Contract on July 1, 2014.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Schedule of Prices/Services, Tax Information, Relevant Professional Experience in Similar Work, List of Contractor's Personnel, Operational Specifications, Contract Agreement, Schedule 'A' - General Conditions of Contract, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.



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

The Contractor at _____, Prince George BC

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

OR

The Robson Valley Recreation Centre
461 Columbia Street, PO Box 760
McBride, BC V0J 2E0

IN WITNESS WHEREOF the parties hereto have executed this Contract this _____ day of _____ 2014.

Contractor:

[NAME OF CONTRACTOR]

DO NOT SIGN – SAMPLE ONLY

(Signature)

(Signature)

(Name and Title - *please print*)

(Name and Title - *please print*)

Authorized Signatory of the
Regional District of Fraser-Fort George

Authorized Signatory

Authorized Signatory



SCHEDULE 'A'
GENERAL CONDITIONS OF CONTRACT

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1. INTENT OF CONTRACT DOCUMENTS

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

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

2. LOCAL CONDITIONS

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

3. WORK STATUS

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

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 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.

4. 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 provision of the services.

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 have been produced, received or acquired, by the Contractor on behalf of the Regional District, or provided by the Regional District to the Contractor as a result of this Contract.

5. SUPERVISION AND LABOUR

If not performing the Work themselves, the Contractor will keep on the Work, at all times during its progress, 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 *Workers' Compensation Act* of the Province of British Columbia, and 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. The Contractor will make proof of payment available to the Regional District when requested.

6. CHARACTER OF WORKERS

The Contractor and all workers must have sufficient knowledge, skill and experience to perform properly, the work 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 perform their work 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 site of the Work immediately and will not be employed again in any portion of the Work without the approval of the General Manager.

7. 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.

8. 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.

9. CONTRACTOR'S TERMINATION OF CONTRACT

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

10. 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.

11. 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.

12. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

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

13. 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.

14. 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 Documents specifically provide otherwise.

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

15. INJURY OR DAMAGE TO PERSONS OR PROPERTY

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

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



16. OCCUPATIONAL HEALTH AND SAFETY

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

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 (HST, GST, PST AS APPLICABLE)

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

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 defective or faulty Work has not been remedied;
- c) where there are affidavits of claim of lien, or liens filed against the site and premises on which the Work is done or is being done, or reasonable evidence of the probable filing of such affidavits of claim of lien, or of filing, or registration of liens;
- d) where there exist unsatisfied claims for damages caused by the Contractor to anyone on the site or in connection with the Work;
- e) where the Regional District has corrected a deficiency under Article 12.



21. INSURANCE

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

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

LIABILITY INSURANCE

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

The term "Personal Injury" will include:

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

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

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

Such insurance will be for the following minimum limits:

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

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

AUTOMOBILE INSURANCE

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard automobile policy covering all licensed vehicles owned by them, registered in their name, or leased to them, such insurance will include Liability Insurance for the following minimum limits:

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

CONTRACTOR'S EQUIPMENT INSURANCE

The Contractor will buy, and keep in force at their own expense insurance on all equipment owned or rented by the Contractor to its full insurable value.

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. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., March 1, 2014 to midnight, February 28, 2015. 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.

23. 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.

24. SECURITY

Any keys provided to assist the Marketing Coordinator 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 Marketing Coordinator, nor any of their workers, shall issue keys for copying or for unsupervised access to any of the Facilities. If the Marketing Coordinator loses any keys, they will immediately notify the Regional District.

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

The Marketing Coordinator 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 Marketing Coordinator must keep a daily diary that will be made available upon request 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 except insofar as such publication, release, or disclosure is necessary to enable the Contractor to fulfill their obligations under this Contract.



28. OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

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

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

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.