



# Request for Standing Offers

Communications and/or Creative Services

**Issued:** on December 1, 2023

**Closing Location:**

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

**Closing Date and Time:**

**January 12, 2024 and 4:30 pm (PST).**

**Dan Elliott**

**Communications Coordinator**

**Phone: 250-354-3476**

**Email: [delliott@rdck.bc.ca](mailto:delliott@rdck.bc.ca)**

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## PART 1 – INVITATION & INSTRUCTIONS TO PROPONENTS

### 1.1 EXECUTIVE SUMMARY

The Regional District of Central Kootenay (RDCK) is requesting Standing Offers from qualified individuals or firms to provide professional services focused on communications and/or creative services anticipated to be required for the RDCK. With this solicitation, the RDCK wishes to conduct and complete a selection process to identify qualified service providers to utilize as a resource for future work, with the need for these services to be determined solely by the RDCK.

### 1.2 INTENT

The intent of this Request for Standing Offer is to develop a list of pre-qualified service providers capable of providing a wide variety of communications and/or creative services to the RDCK from time to time on a non-exclusive basis, and to enter into service agreements with those service providers. The RDCK will continue to use in-house resources for communications and creative activities, and reserves the right to obtain pricing on individual projects when needed. The RDCK further reserves the right to obtain pricing and proposals from service providers not selected as part of the Request for Standing Offer process on specific projects, if needed, according to RDCK procurement policies.

### 1.3 BACKGROUND

Incorporated in 1965, the RDCK is a local government that serves 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, and much more. For more information about the services and programs provided by the RDCK, visit [www.rdck.ca](http://www.rdck.ca).

The RDCK is committed to communicating with residents and other stakeholders to share critical information, initiate conversations, build trust, strengthen relationships, and provide opportunities for meaningful engagement. The Communications Coordinator, within the Corporate Administration Department, is responsible for overseeing and delivering communications activities such as:

- internal and external communication strategies;
- public consultation processes;
- public information during emergencies;
- event management and promotion;
- organizational marketing, advertising, and public information campaigns;
- program- or department-specific marketing, advertising, and public information campaigns; and
- creative services direction and support.

From time to time, the RDCK requires the assistance of external resources for communications and creative services when in-house resources are not sufficient. The RDCK wishes to identify pre-qualified service providers who can support in-house resources in the planning and delivery of communications and creative services when needed. The RDCK will work with the successful service providers to research

and develop communications strategies and tactics to help the RDCK achieve its goals. The service providers may also assist in implementing selected projects as required.

#### **1.4 REQUEST FOR STANDING OFFER TERMINOLOGY**

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

Throughout this Request for Standing Offer, terminology is used as follows:

- (a) **“CONTRACT”** means the written agreement resulting from this Request for Standing Offer executed by the RDCK and a Contractor;
- (b) **“CONTRACTOR”** means a successful Proponent to this Request for Standing Offer who enters into a written Contract with the RDCK;
- (c) **“MUST”** or **“MANDATORY”** means a requirement that must be met in order for a response to receive consideration;
- (d) **“PROPONENT”** means an individual or a company that submits, or intends to submit, a response to this Request for Standing Offer;
- (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 Standing Offer.

#### **1.5 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 Standing Offer must be directed, in writing, to the following person:

Dan Elliott  
Communications Coordinator  
Email: [delliott@rdck.bc.ca](mailto:delliott@rdck.bc.ca)

Enquiries will be accepted until **January 12, 2024 at 4:30 pm (PST)**.

#### **1.6 DEADLINE**

Responses to this Request for Standing Offer shall be submitted by **January 12, 2024 at 4:30 pm (PST)**.

## **1.7 SUBMISSIONS**

A digital PDF format of the response submission must be sent by e-mail to: [delliott@rdck.bc.ca](mailto:delliott@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 SharePoint.

The response 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 Standing Offer.

## **1.8 OWNERSHIP OF RESPONSES AND FREEDOM OF INFORMATION**

All responses to this Request for Standing Offer become the property of the RDCK. By submitting a response the Proponent agrees the RDCK has the right to copy the response documents. Responses 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 response under that Act. The requirement for confidentiality shall not apply to any response that is incorporated into a Contract for the Work. Further, the RDCK may disclose all or part of any response to the RDCK Board at a public meeting of the Board, when making a recommendation for an award of a subsequent Contract.

## **1.9 RDCK'S RIGHT TO ACCEPT OR REJECT RESPONSES**

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

If there is only one compliant response received by the Deadline, the RDCK reserves the right to accept the Standing Offer or cancel the process with no further consideration for the sole response. This includes the right to cancel this Request for Standing Offer at any time prior to entering into a Contract with the Consultant. 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 response.

Responses 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 responses 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.

## **1.10 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 Standing Offer, and by submitting a Standing Offer 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 response.

### **1.11 CONFLICT OF INTEREST**

By submitting a Standing Offer, 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.

### **1.12 ANTI-COLLUSION, FRAUD & CORRUPTION**

The Proponent shall not communicate to any person prior to the opening of responses (other than to the RDCK through the delivery of a response in the prescribed manner) the amount of any Standing Offer, or at any time adjust the amount of any Standing Offer 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 Standing Offer or otherwise collude with any other person in any manner whatsoever in the 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 Standing Offer's disqualification.

### **1.13 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 process.

### **1.14 IRREVOCABILITY AND ACCEPTANCE OF STANDING OFFER**

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

### **1.15 IRREGULARITIES AND INFORMALITIES**

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

## **1.16 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 Dan Elliott, [delliott@rdck.bc.ca](mailto:delliott@rdck.bc.ca). Any work on a response 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.

## **1.17 MODIFICATION OF TERMS/ADDENDA**

The RDCK reserves the right to modify the terms of this Request for Standing Offer at any time before the Deadline at its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the Request for Standing Offer. 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 Request for Standing Offer shall become a part of the response documents.

## **1.18 LIABILITY FOR ERRORS**

While the RDCK has used considerable efforts to ensure an accurate representation of information in this Request for Standing Offer, the information contained in this Request for Standing Offer 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 Standing Offer is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Standing Offer.

## **1.19 SELECTION OF CONTRACTOR**

Selection of the successful Contractor(s) shall be based upon a number of factors, including:

- Understanding of the RDCK's requirements;
- Experience and capabilities of the individual and team members;
- Previous experience in projects of a similar nature;
- Previous experience with the RDCK;
- Location of service provider;
- Unit rates contained in fee proposal;
- Demonstrated ability to manage projects similar in scope and complexity to the proposed RDCK work as specifically referenced in previous project experience; and
- Quality of product.

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 Standing Offers other than those set forth above. The RDCK reserves the right to make inquiries regarding any or all Standing Offers and to verify all information submitted by Proponents. Interviews will be held at the discretion of the RDCK.

The RDCK reserves the right, at its discretion, to negotiate with any Proponent that the RDCK believes has the most advantageous Standing Offer 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 a 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 Standing Offers and prior to award of Contract, Proponents may be required to provide the RDCK with additional information concerning the Proponent or their Standing Offer including, but not limited to, a further breakdown of relevant components of the proposed prices.

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

#### **1.20 DEFINITION OF CONTRACT**

This Request for Standing Offer 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 Deadline.

Neither the acceptance of a Standing Offer 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 a 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.

#### **1.21 SERVICES AGREEMENT**

Successful Proponents will be required to enter into a Services Agreement with the RDCK when specific work is required. A copy of the RDCK's standard Services Agreement is attached to this document as **Appendix B**. The RDCK does not intend to alter or negotiate the General Terms and Conditions of this Agreement.

#### **1.22 TERM**

The term of the Standing Offer of Services will be for a two (2) year period. The contract will commence approximately February 1, 2024. The timing of specific work will be determined by the needs of the RDCK.



### **1.23 OWNERSHIP OF DOCUMENTS**

The RDCK will retain ownership of all documents prepared, secured and developed through the completion of the work. The selected consultant will be required to transfer to the RDCK all project documents, including digital and electronic files, on an ongoing basis, at the completion of project work, and prior to final payment.

### **1.24 NO VOLUME GUARANTEE**

The RDCK makes no guarantee of any assignments or volume of work to be assigned to each or any successful Proponent over the term of the Standing Offer of Services.

### **1.25 NO RETAINER**

The RDCK will not provide payment in the form of a monthly retainer fee or provide payment in advance for any project. Payment will only be issued upon receipt of an invoice from a service provider, according to the RDCK's remittance policies, and according to a work completion timeline that has been negotiated with the RDCK at the beginning of the project.

## PART 2 – SPECIFICATIONS

### 2.1 SCOPE OF THE WORK

The scope of work required falls into two general areas, outlined in further detail below:

**Communications Services** and **Creative Services**. In providing a general description of the scope of services required, the RDCK intends that the scope of work for specific projects to be undertaken by a service provider will be developed by the RDCK on an as-required basis.

#### **Communications Services**

1. Disaster, crisis and emergency communications aligning with the new Emergency and Disaster Management Legislation.
2. Development of communications products (such as brochures, posters, media materials, public service announcements, advertisements, reports, web content, presentations)

#### **Creative Services**

1. Design concepts and templates (including infographics, social media shareables, signage, advertisements, websites, promotional materials such as brochures, posters, flyers, giveaways, etc.)
2. Video production and videography
3. Photography

Note: Printing and distribution services are not included in this RSO.

## **PART 3 – RESPONSE SUBMISSION**

### **3.1 STANDING OFFER FORMAT**

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

### **3.2 STANDING OFFER CONTENT**

The Standing Offer should contain the following elements:

#### **3.2.1 RDCK Communications and Creative Services Requirements:**

- Demonstrate your understanding of the RDCK's communications and creative services requirements.
- Demonstrate your general understanding of the RDCK's communications context, audiences, channels, challenges and opportunities.
- Validate your ability to conform to the RDCK's specifications for completed work:
  - The RDCK requires that work be submitted in a PC-compatible format.
  - Work should be compatible with 2016 Microsoft Office Professional Plus (Word, Excel, PowerPoint, Publisher) and be utilized in Canva.
  - All work done for the RDCK must adhere to the RDCK's visual identity guidelines and practices, which will be provided to each successful service provider once the final awards have been made.
  - All creative work done for the RDCK is subject to oversight of the RDCK's in-house graphic design advisor.

#### **3.2.2 Services**

- Indicate which services, from Section 2.1, Scope of Work above, will be provided. You may include as many of these services as you can provide to the RDCK, and may also include other similar work that could be considered by the RDCK. Use the form in Appendix A to provide this information.
- Because communications and creative services are two different disciplines, it is assumed that individual proponents will provide services in one or the other but not both; but partnerships or firms may have expertise and capacity in both areas. Please address your specific area of expertise in your response.

#### **3.2.3 Experience**

- Highlight any recent and relevant experience that demonstrates your skills and capabilities in your areas of expertise. Include a resume and any relevant training, education, or special certification.

#### **3.2.4 Ability**

- Describe your recent and relevant work that demonstrates your ability to provide the offered services.
- Provide a minimum of three (3) samples or summaries of work you have completed. Samples should be accessible online or provided via email. Describe the extent of your involvement in

the work, and, if possible, how the work was deemed successful. Samples should demonstrate your ability to deliver your services; your familiarity with a variety of ways of targeting information at a variety of stakeholders; and the quality of your work.

- You may be offering to provide multiple services to the RDCK. You are not required to provide a work sample for each separate service, but rather to provide samples that best illustrate the scope and quality of your work.
- Describe how you will meet the RDCK's expectations for responsive customer service.

### 3.2.5 References

- Provide a minimum of three (3) references for previous and related project work. Ideally, each of your work samples above is accompanied by a reference for that project.

### 3.2.6 Location

- Identify the primary office location where you and/or your team members will perform the work.

### 3.2.7 Fees

- Include a fee proposal component that provides the following:
  1. Include a single rate (by hour, by word or by other unit) for each of the identified services you are proposing to provide that includes all multipliers and discounts. The quoted rates should be firm for a two-year period.
  2. Include a discussion on any applicable direct expense or reimbursable charges you are proposing if selected.

**PART 4 – CONFIRMATION OF SUBMITTAL**

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

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

Standing Offer of Services submitted by  
(Please type/print)

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

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

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

## APPENDIX A – SERVICES OFFERED

Use this form to indicate which services you are offering to provide to the RDCK for the term of the Standing Offer. Note that communications and creative services are considered separate disciplines and are not generally both provided by an individual service provider; partnerships or teams may be able to provide both kinds of services.

|                          |                                                                                                                                                                         |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Communications Services</b>                                                                                                                                          |
| <input type="checkbox"/> | Crisis and emergency communications                                                                                                                                     |
| <input type="checkbox"/> | Development of communications products (such as brochures, posters, media materials, public service announcements, advertisements, reports, web content, presentations) |
| <input type="checkbox"/> | Other communications services (please list):                                                                                                                            |

|                          |                                                                                                                                 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Creative Services</b>                                                                                                        |
| <input type="checkbox"/> | Design concepts (including advertisements, websites, promotional materials such as brochures, posters, flyers, giveaways, etc.) |
| <input type="checkbox"/> | Signage design and production                                                                                                   |
| <input type="checkbox"/> | Video production and videography                                                                                                |
| <input type="checkbox"/> | Photography                                                                                                                     |
| <input type="checkbox"/> | Infographics and social media shareables                                                                                        |
| <input type="checkbox"/> | Other creative services (please list):                                                                                          |

## APPENDIX B – SERVICES AGREEMENT

A copy of the RDCK’s standard Services Agreement follows.

**Contract #:** YYYY-##-DEPT\_CONTRACTOR\_NAME

**Project:** Add project name

**GL Code:** Add account & work order #

THIS AGREEMENT executed and dated for reference the:

day day of month, year  
 (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

**AND**

**CLICK HERE TO ADD CONTRACTOR NAME**  
 (hereinafter called the “Contractor”)  
 at the following address:  
 Click here to add address  
 City, Province, Postal Code

Agreement Administrator: [Add name](#)  
Telephone #: [Click here to add phone #](#)  
Email: [Click here to add email](#)

Agreement Administrator: [Add name](#)  
Telephone: [Click here to add phone #](#)  
Email: [Click here to add email](#)

**1 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) **CHANGES TO SERVICES:** The RDCK and the Contractor acknowledge that it may be necessary to modify the Services, the Project schedule and/or the Budget in order to complete the Project. In the event that the RDCK or the Contractor wishes to make a change or changes to the Services, the Project schedule and/or the Budget it shall notify the other of the proposed change and reason(s) therefore. The party receiving the notification shall review and consider the proposal for change and shall as soon as is reasonably possible and no longer than within five (5) working days, advise in writing the party proposing the change whether it agrees to the change. Where the parties agree to the change, such agreement will form part of this Agreement and be formalized by means of an Agreement Amendment.
- (c) **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**”).
- (d) **LOCATION:** The location for delivery of the Services shall be [\[Location\]](#).
- (e) **CONTRACT PRICE/RATE:** [\\$\[Amount\]](#) (excluding GST) and on the terms set out in Schedule B.
- (f) **BILLING DATE:** [Choose Billing Option](#).
- (g) Schedules A and B are incorporated into, and form part of this Agreement.
- (h) The following terms and conditions are incorporated into, and form part of this Agreement:

**THE CONTRACTOR’S OBLIGATIONS**

**2** 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, 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 Services. 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) The Contractor must provide the RDCK with a certificate of insurance upon execution of this Agreement in a form acceptable to the Chief Financial Officer of the Regional District and shall, during the Term of this Agreement, take out and maintain the following insurance coverage:
  - (i) Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.
  - (ii) comprehensive commercial general liability insurance against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in the amount of \$ **Amount of Insurance** dollars per occurrence with a **maximum deductible of \$5,000**;

Such insurance will:

- (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
- (B) include the Contractor’s Blanket contractual liability;
- (C) include a Cross Liability clause;
- (D) include occurrence property damage;
- (E) include personal injury;
- (F) include premises & operations insurance;
- (G) installation floater
- (H) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);

- (I) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
  - (J) require the insurer not 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.
- (iii) professional liability coverage in the amount of \$ **Amount of Insurance** dollars per claim and \$ **Amount of Insurance** dollars aggregate, with a maximum deductible of \$50,000;
- (iv) pollution/environmental impairment liability insurance in the amount of \$ **Amount of Insurance** dollars per occurrence and \$ **Amount of Insurance** dollars aggregate, with a maximum deductible of \$50,000;

Such insurance will:

- (A) name the Regional District, its elected officials, employees, officers, agents and others as an additional insured;
- (B) include the Contractor's Blanket contractual liability;
- (C) include a Cross Liability clause;
- (D) include occurrence property damage;
- (E) include a Waiver of Subrogation clause in favor of the RDCK whereby the insurer, upon payment of any claim(s), waives its right to subrogate against the RDCK for any property loss or damage claim(s);
- (F) be primary in respect to the operation of the named insured pursuant to the contract with the RDCK. Any insurance or self-insurance maintained by the RDCK will be in excess of such insurance policy (policies) and will not contribute to it;
- (G) require the insurer not 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) course of construction/builders risk coverage in the amount of \$ **Amount of Insurance** dollars with a maximum \$10,000 deductible;
- (vi) All risk property coverage in an amount sufficient to cover the cost of the contractor's equipment and tools needed for this contract, as well as work product in progress prior to delivery.
- (u) 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;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) 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;
- (x) 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
- (y) 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

#### 3 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 is 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 3(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 3(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

- 4 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.
- 5 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 6 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 6 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.
- 7 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

- 8 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.
- 9 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).
- 10 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 11 Time shall be of the essence of this Agreement.
- 12 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.
- 13 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 14 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.
- 15 A waiver under Section 14 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 16 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.
- 17 The copyright in the Material belongs to the RDCK.
  - 18 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.
  - 19 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.
  - 20 Where the Contractor is a partnership, all partners are to execute this Agreement.
  - 21 Sections 2 b), i), j), r), and 17 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
  - 22 Parts 2, 3 and 4 of the Request for Quote/Request for Proposals/Invitation to Tender of the RDCK dated [Date] and the Contractor's Quote/Proposal/Bid provided in response are hereby incorporated into and forms part of this Agreement.
  - 23 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.

| REGIONAL DISTRICT OF CENTRAL KOOTENAY          | CLICK HERE TO ADD CONTRACTOR NAME              |
|------------------------------------------------|------------------------------------------------|
| <hr/> (Signature of Authorized Signatory)      | <hr/> (Signature of Authorized Signatory)      |
| <hr/> (Name and Title of Authorized Signatory) | <hr/> (Name and Title of Authorized Signatory) |
| <hr/> (Signature of Authorized Signatory)      | <hr/> (Signature of Authorized Signatory)      |
| <hr/> (Name and Title of Authorized Signatory) | <hr/> (Name and Title of Authorized Signatory) |

**SCHEDULE A: SERVICES**

[Describe Services]

## SCHEDULE B: CONTRACT PAYMENT TERMS

1 Total budget shall not exceed \$[Amount] (excluding GST).

2 Invoices to be submitted Choose Billing Option.

The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: YYYY-##-DEPT\_CONTRACTOR\_NAME

GL Code: ACCOUNT # & WORK ORDER #

Invoices should be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.

3 Invoices to be paid on net 30 day term.

4 The Contractor's GST number must be included on invoices where GST is applicable, in which case, GST shall also be listed as a separate line item.

5 The Contractor's name on the invoice must match the name identified in the first page of this contract.