



Negotiated Request for Proposals Glacier Creek Campground Host

2026-063-PKS

NRFP KEY INFORMATION

<p>Overview of the Opportunity</p>	<p>The Regional District of Central Kootenay (RDCK) is requesting proposals from interested parties to provide the following services:</p> <p>Glacier Creek Regional Park is a regional park and campground situated on the eastern shore of Duncan Lake, north of Meadow Creek in the RDCK (Regional District of Central Kootenay). The park covers approximately 20 hectares of largely treed, natural landscape with lake shoreline access. The campground includes 34 campsites, picnic areas, outhouses, boat launch, and basic infrastructure like road access and signage.</p> <p>The campground and campsites are first-come, first-served and reservations are not accepted. It is considered a pack in pack out park where garbage services are not available to campsite users. The basic facilities include toilets and potable drinking water, and there is space for tents, RVs, camper trailers and similar vehicles at most campsites.</p> <p>The Glacier Creek Regional Park Host will be responsible for providing a safe, sanitary, socially acceptable, environmentally responsible, rustic public recreation opportunity. The host will help recover operational costs through the collection of camp fees.</p> <p>All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Park Host. The Park Host shall have the required expertise to supply the Services in a competent manner.</p> <p>The Park Host shall present a positive image to campground users. Vehicles shall be maintained in a clean, functional and operational condition with reference to relevant health or sanitary regulations. The Park Host will be responsible for following the “Park Host Roles and Responsibilities found in Schedule A of this document. Inform and ensure guests are aware of and abide by rules and regulations set forth by the RDCK and RDCK Regional Parks Bylaw 2173, including but not limited to quiet hours, vehicle speed, use of generators, length of stay etc.</p> <p>The Park Host will be required to provide personal onsite accommodation and will report directly to the RDCK staff.</p> <p>The Park Host will also have an opportunity to sell firewood within the campground, for increased revenue, if desired.</p>
<p>Opening Date</p>	<p>02, April 2026</p>
<p>Closing Time and Date</p>	<p>11 AM PDT 15 APRIL, 2026</p>

Questions	Proponents must email their question(s) to the RDCK Representative, quoting the NRFP number and name in the subject line, before 4:30pm PDT on 8 April, 2026 . Questions received after that time may not receive a response.
RDCK Representative	Mark Braithwaite Purchasing Agent mbraithwaite@rdck.bc.ca
Site Visit	A Site visit is Not Applicable for Proponents prior to submitting a Proposal.
Proposal Submission Instructions	<ol style="list-style-type: none"> 1. Responses must be prepared using the RDCK Response Form. Additional information to the Response Form can be submitted as an appendix to the form with pre-approval from the RDCK’s Representative prior to submission. 2. Responses must be submitted by email to the RDCK Representative. <ul style="list-style-type: none"> • In the email subject line enter: RFPQ Number and Name • The RDCK email system has an approximate 25 MB file size limit. • If your submission exceeds this limit, you must either: <ul style="list-style-type: none"> ○ request a secure file transfer link from the RDCK Representative; or ○ send your submission in multiple emails, clearly labeled (e.g., “Email 1 of 3”, “Email 2 of 3”). 3. The main Response must be submitted in Microsoft Word format. All supporting documents must be submitted in PDF format. <p>Respondents are responsible to allow ample time to complete the Response submission process should ensure they receive a receipt confirmation email from the RDCK Representative prior to the Closing Time.</p>
Obtaining NRFP Documents	NRFP Documents are available for download from the RDCK’s website: https://www.rdck.ca/EN/main/administration/bids-tenders.html . Printing of NRFP documents is the sole responsibility of the Proponent.
Addenda	Proponents intending to submit a Proposal should provide an email notification to the RDCK Representative. Proponents who do not provide an email notification may not be sent amendments or addenda. Proponents who send an intent to submit email are not obligated to submit a Proposal.
Withdrawal of Submission	Proposals may be withdrawn at the request of an authorized representative of the Proponent by emailing the RDCK Representative prior to the Closing Date and Time for receiving Proposals.
Terms and Conditions of Contract	The RDCK’s Trades and Operations Service Agreement terms are posted on the RDCK’s website and are intended to apply to any Contract awarded as a result of this NRFP.

NRFP DOCUMENTS

- 1 The complete set of NRFP documents includes:
 - [Definitions](#) (online)
 - [NRFP Rules for Participation](#) (online)
 - [RDCK's Trades and Operations Service Agreement terms](#) (online)
 - Proposal Form (Provided as separate fillable Word document)
 - This NRFP Document
 - [NRFP Key Information](#)
 - [NRFP Documents](#)
 - [Instructions to Proponents](#)
 - [Evaluation](#)
 - [Schedules](#)
 - [Schedule A: Scope of Services](#)
 - [Schedule B: Contract Supporting Documents and Deviations](#)
 - [Schedule C: Contract Supplementary Terms and Conditions](#)
 - [Schedule D: Contract Payment Terms](#)
 - [Schedule E: Insurance](#)

INSTRUCTIONS TO PROPONENTS

- 2 **SERVICES** - The RDCK invites Proposals from professional, qualified, and experienced companies for the provision of the "SERVICES" described in Schedule A of the NRFP, in accordance with the terms and conditions included in the NRFP documents.
- 3 **PROPOSAL VALIDITY PERIOD** - Proponents agree that their proposal, including pricing, will remain open for acceptance and subject to negotiation for a period of ninety (90) calendar days.
- 4 **ACCEPTANCE OF NRFP RULES** - Proponents should read the complete set of NRFP documents. By submitting a Proposal, the Proponent agrees and accepts the terms and conditions by which this NRFP will be conducted.

EVALUATION

- 5 **EVALUATION AND SELECTION PROCESS** - The lowest or any Proposal will not necessarily be accepted, and the RDCK may reject any and all Proposals. Without limiting the foregoing, Proponents are hereby notified that the RDCK intends to review Proposals and enter into negotiations for a Contract based not only on the Proposal price, but on the criteria included in sections 6-14 below.
- 6 **MANDATORY CRITERIA** -The following criteria must be met by Proponents for their Proposal to be considered:
 - (a) **PROPOSAL LANGUAGE** - The Proposal must be in English;

- (b) **SUBMISSION DEADLINE** - The Proposal must be received as per the RDCK's Proposal Submission Instructions before the Closing Date and Time;
- (c) **PROPOSAL FORMAT** - The Proposal must be received using the Proposal Form provided by the RDCK or in a format that has been approved and is acceptable to the RDCK.
- (d) **MADATORY CRITERIA HEADING** – Proponent must hold a valid and a valid BC Driver's License.

RDCK RIGHTS RESERVED - DEPARTURES, REQUIREMENTS AND REFERENCES

- 7 **FORM OF AGREEMENT** - The Proponent must review the [RDCK's Trades and Operations Service Agreement terms](#) and identify any requested departures, alternatives and additions on the Proposal Form. The RDCK reserves the right to reject the Proponent who is unwilling to use the [RDCK's Trades and Operations Service Agreement terms](#).
- 8 **SCHEDULES** - The Proponent must review the NRFP Schedules and identify any requested departures, alternatives and additions on the Proposal Form. The RDCK reserves the right to reject the Proponent who is unwilling to accept the NRFP Schedules Terms and Conditions.
- 9 **VERIFICATION OF REQUIREMENTS** - The Proponent must complete the Verification of Requirements section of the Proposal Form. The RDCK reserves the right to reject the Proponent who, in the RDCK's sole opinion, is unable to meet the RDCK's requirements identified in this section.
- 10 **REFERENCES** - The Proponent must complete the Reference section of Proposal Form. The RDCK reserves the right to contact referees on the Proposal Form, as well as referees not provided to the RDCK, as well as to reject any Proponent if references, in the RDCK's sole opinion, are deemed to be unsatisfactory.
- 11 **WEIGHTED CRITERIA** - The RDCK will evaluate Proposals by reference to:

Proposal Evaluation	Maximum Points to be Awarded
Administration(See Proposal Form)	25
Financial (See Proposal Form)	25
Technical (See Proposal Form)	50
Total	100

- 12 **OTHER CRITERIA** - The RDCK may also include in its evaluation any other factors the RDCK considers may affect the cost of the Project or the ability of the Proponent to complete the Services to the satisfaction of the RDCK in accordance with this NRFP and without unreasonable dispute.
- 13 **PROPOSAL CLARIFICATION** - The RDCK may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the RDCK may make such requests to only selected Proponents. The RDCK may consider such clarifications or additional information in

evaluating a Proposal.

- 14 INTERVIEWS** - The RDCK may, at its discretion, interview one or more Proponents or request demonstrations from a Proponent with respect to any Proposal. The RDCK may use that information to score the evaluation.

SCHEDULES

- 15 SCHEDULES** - Proponents should note that **any field left blank/highlighted in yellow in the Schedules will be completed by the RDCK during the contract award** based on information received from the selected Proponent's Proposal and any ensuing contract negotiations. The Schedules will then be appended to the [RDCK's Trades and Operations Service Agreement terms](#) to form the Contract.

SCHEDULE A: SCOPE OF SERVICES

- 1 **TERM** - Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in this Schedule A hereof, commencing on **11 May, 2026** and ending on **25 September, 2026** (the “Term”). The Agreement may be renewed for 1 (one), 1 (one) year periods upon mutual agreement of the parties.
- 2 **LOCATION/SITE/WORKPLACE** - The Contractor will deliver the Services at the following Location (herein after called the “Location”, “Site” or “Workplace”) 1450 Duncan Fire Service Road, Howser.
- 3 **SERVICES** - Except as identified in the Agreed Departures in Section 2 of Schedule B, the Contractor must provide the Services as follows:

BACKGROUND - Glacier Creek Regional Park is a regional park and campground situated on the eastern shore of Duncan Lake, north of Meadow Creek in the RDCK (Regional District of Central Kootenay). The park covers approximately 20 hectares of largely treed, natural landscape with lake shoreline access. The campground includes 34 campsites, picnic areas, outhouses, boat launch, and basic infrastructure like road access and signage.

The Glacier Creek Regional Park Host will be responsible for all providing a safe, sanitary, socially acceptable, environmentally responsible, rustic public recreation opportunity. The host will help recover operational costs through the collection of camp fees. All equipment, labour, materials and associated costs for the supply of the Services will be the responsibility of the Contractor. The Contractor shall have the required expertise to supply the Services in a competent manner.

PARK HOST ROLES AND RESPONSIBILITIES THE PARK HOST SHALL:

- a) Stay in a site designated by the RDCK for the term of the service agreement.
- b) Inform and ensure guests are aware of and abiding by rules and regulations set forth by the RDCK and RDCK Regional Parks Bylaw 2173, including but not limited to quiet hours, vehicle speed, use of generators, length of stay etc.
- c) Be responsible for the daily collection of established camping fees. The Host will be responsible for record keeping of guest attendance and monies collected by means of receipt, provided by the RDCK.
- d) Ensure the camp remains tidy, and that park user’s clean-up after themselves during their stay.
- e) Maintain a park host journal (a record of weather, duties) and a visitor records journal.
- f) Record and report any conflicts with wildlife, contraventions of the established park rules and regulations, accidents or near misses that occur, and any other notable or strange occurrences.
- g) Ensure bank deposits are made on a biweekly basis in Kaslo.
- h) Repair or eliminate known hazards when possible. In addition, the Park Host must make a reasonable effort to ensure users do not use the indicated hazard area, if in the Park Hosts opinion, the area is unsafe due to existing or potential hazards.
- i) Report required maintenance and hazards to the RDCK in a timely manner.
- j) Not represent or speak on behalf of the RDCK.

- k) Not burn debris, such as bags, containers, etc. unless authorized to do so by the RDCK.
- l) Present a clean and well-groomed appearance and be attired in a manner appropriate for carrying out the obligations as stated in the agreement and this document.
- m) Be courteous and tactful when dealing with the public.
- n) Direct any complaints of a serious nature to the RDCK.
- o) Provide site users with friendly, and helpful assistance where reasonable.
- p) Be familiar with the RDCK Park Regulation Bylaws and provide statements for further bylaw enforcement if necessary.
- q) Be on site for supervision, safety and maintenance purposes as required under this agreement.
- r) Carry out all work in a manner that will create the least disruption and inconvenience to the public, and display vehicle identification throughout the term of the agreement.
- s) Must possess a general knowledge of the site(s), and structures.
- t) As required, report the presence of knapweed and other noxious weeds within the Recreation Site/s to the RDCK. To aid the Park Host in noxious weed identification, the RDCK may provide them a copy of the book, A Field Guide to Noxious and Other Selected Weeds of British Columbia.
- u) Control access to park by use of gate at various times and/or to manage site as per RDCK.

MAINTENANCE

Recreation Site Activation

- I. Prior to commencement of routine service, this site and associated structures should be inspected, by the RDCK and the Park Host together, to identify off-season use and/or damage, and any necessary maintenance, remedial action and/or repairs that are required.

Firewood Provision

- I. Firewood may be provided to site users and priced as approved by the RDCK, throughout the agreement service period. If provided, firewood should be of assorted diameters, dry, reasonably sound, and be approximately 35 cm long, and split to arm-load dimensions. Firewood will not be cut or removed from any part of the park without explicit permission by the RDCK.

Structure Renovations and/or Replacements

- I. Any painting and staining that is required should be completed on an as required basis when wood is exposed due to vandalism, wear or other damage. Prepare all surfaces by scraping old paint and using a wire brush to create a fresh bonding surface for new paint.

Campsite and Day Use Area Maintenance

- I. Keep campsite structures in a safe and operational condition.
- II. Maintain campsites and surrounding area in a clean and tidy condition free from litter, garbage, broken glass, and foreign material. Dispose of all litter and refuse at a regional dumpsite or transfer station in a timely manner.

- III. Remove all non-standard RDCK approved structures from the campsites and maintain all new structures approved and installed by the RDCK.
- IV. Pick up all litter throughout the park.
- V. Where applicable, retain the campsite shape and definition by removing weeds, encroaching vegetation, and overhanging limbs a minimum of 1.5 feet (0.5 metre) surrounding the campsite and driveway shoulders.
- VI. Rake the campsite and driveway shoulders removing wood chips, needles, sticks/branches and other debris. Particular attention should be given to heavily used areas, but not limited to, around fire rings, around and beneath tables, and in tenting spots. This should be completed before new campground users' arrival.
- VII. Maintain areas surrounding structures free of weeds, encroaching vegetation, overhanging limbs, dirt, litter, garbage and debris. Level all gravel surfaces to present an overall clean and neat appearance. Cut and brush, grass, etc. around tables and along paths.
- VIII. At the request and permission of the RDCK if qualified faller certification, host may fall, buck and pile any hazard trees on the site for firewood.
- IX. Not use pails or other containers contaminated with disinfectants or sanitizers to obtain water from streams or lakes.
- X. Secure and inspect sea-can storage structure and area including water system daily.
- XI. Perform water sampling twice per month including delivery of sample to Interior Health (IH) office in Kaslo within time frame required by IH. Water sampling training will be provided by the RDCK.

Table Maintenance

- I. Repair damaged tables.
- II. Ensure tables are safe by securing loose planks, removing all splinters, nails and other hazardous protrusions, and making sure tables are level and not prone to rocking or tipping when used.
- III. Paint/stain tabletops and seat planks as necessary to keep the surfaces clean and neat in appearance. All wood exposed due to vandalism, wear or other damage shall be scraped and stained or painted.
- IV. Maintain tables and the immediate area in a clean condition, free from all cobwebs, dirt, grass/brush, litter, garbage and debris. Wash all tabletops and seat planks.

Pit Toilet Maintenance

- I. Keep pit toilet buildings and fixtures in a safe and fully functional condition.
- II. Maintain pit toilets and fixtures in a clean and sanitary condition free from dust, dirt, stains, mold, cobwebs, graffiti, litter, garbage, excess water, unpleasant odors, and all foreign material.
- III. Thoroughly clean and sanitize the seat, stem, floors and walls with a mixture of cleaner and water. Do not pour water used for toilet sanitizing/disinfecting into the pit.
- IV. Ensure consumables are properly stocked for park usage.
- V. Treat sewage with enzymes provided by the RDCK as required, following the instructions on the product.

- VI. Maintain the area surrounding the pit toilet free from all litter, garbage, debris, weeds, encroaching vegetation and overhanging limbs. Remove all debris from the roof surface.
- VII. Inform RDCK when toilets are in need of pumping with a minimum one-month lead time.

Sign/Poster Maintenance

- I. Ensure signs are in good repair and maintained in a firm vertical position with the sign oriented to provide maximum viewing exposure.
- II. Replace or repair all missing or damaged signs.
- III. Maintain signs in a clean condition free from dirt and foreign matter that could restrict a site user's ability to read them.
- IV. Maintain the immediate area around signs free from garbage, grass, weeds and brush.
- V. Notify the RDCK if signs are in poor condition or need replacing, stain signs as required.
- VI. Replace damaged Site Use Rules (staple securely in toilets and on notice boards).

Trail Maintenance (within a site)

- I. Ensure all trails, walkways, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition.
- II. Maintain trails, walkways, path steps and stairs and adjacent areas in a clean condition free from litter, garbage, rocks, limbs, windfall tress, encroaching vegetation, and other foreign material that may pose a hazard or restrict access.
- III. Ensure culverts, and ditches are clear to ensure proper drainage.

Beach, Shoreline, Boat Launch, Swim Floats and Log Boom Maintenance

- I. Remove all litter, broken glass and garbage from the beach, boat launch and surrounding area to a water depth of about one metre and at least one metre from shore.
- II. Keep the boat launch clear from all garbage, litter and debris, including driftwood, particularly during high water when the boat launch is in high use.
- III. Remove non-standard fixtures from the beach, shoreline, boat launch and surrounding area (i.e. animal hangers, shelters, plastic, windscreens, etc.).
- IV. Where required, maintain boat-launching structures in a safe and fully functional condition.
- V. In coordination with, RDCK inspect, repair and maintain swim floats and log booms.

Fire Rings/Pits

- I. Maintain fire pits and immediate areas in a clean condition clear of garbage, residue and unusable wood.
- II. Remove cold ashes that are deeper than 10 centimeters. All ashes are to be hauled away from the site and disposed of at on-site location directed by the RDCK Staff.
- III. Extinguish non-attended fires.

- IV. Remove undesignated fire rings.

VISITOR SERVICES STANDARDS

The Park Host shall:

- I. Be responsible for the daily collection of camping fees. Fees are set by RDCK and these fees will be binding. The Host will be responsible for record keeping of guest attendance and monies collected by means of receipt, provided by the RDCK. The Host will provide a biweekly bank deposit of all fees collected, to a RDCK bank location in Kaslo BC.
- II. Be able to explain the camping fees to site users and maintain a positive attitude towards those people who do not agree with the fees or who were not aware of the fees before arriving at the site.
- III. Answer all site users' inquiries, information requests, and/or complaints in a courteous manner. All complaints or complicated public inquiries should be directed to the RDCK. A complaint of a serious nature should be reported immediately to the RDCK.
- IV. Provide site users with reasonable assistance and friendly and helpful service.
- V. Be familiar with the rules and regulations pursuant to the RDCK Park Regulation Bylaws.

Noise Control

The Park Host is required to inform and educate site users regarding the following:

- I. A person shall not create or cause deliberate or unnecessary disturbance at any time.
- II. "Quiet hours" at the site are between 10:00 pm and 7:00 am, no loud noise is acceptable during these times, including use of motorized vehicles or generators.
- III. Any other authorized rules and signs posted by the RDCK.

Public Safety Standards

- I. All Park Host personnel shall wear reflective safety vests and approved safety footwear (or a garment with similar reflective qualities) at all times while performing work under the Contract.
- II. All Park Host personnel shall respond appropriately to environmental management issues that arise during performance of their duties in respect of the supply of the Services (responding to spills, managing found hazardous materials, etc.).

If any of the following situations arise at the site during the operating season, the Park Host must take the following action:

- I. **The site becomes unsafe/hazardous:** The Park Host must immediately notify the RDCK office of any condition that makes the site unsafe or hazardous for use, including a high fire hazard or a nuisance animal. With regard to nuisance animals, The RDCK will request the assistance of a conservation officer. In all cases, RDCK office must be notified.
- II. **Site users acting in an unsafe manner:** The Park Host must inform site users acting in an unsafe manner to cease that activity. If the users will not comply and the situation is of a serious nature, the Park Host should

call the local RCMP and/or the RDCK office.

- III. **Serious Injuries/Fatalities:** The Park Host must secure scene, secure witness, record details and take photos where required and fill out RDCK incident report. They must immediately report a serious injury or death to the local RCMP and to the RDCK.

Working with the Public

The Park Host must manage the site to ensure the safety and supervision of site users and their property. The Park Host must undertake the following actions when managing users:

Public Relations: Effective public relations on behalf of the Park Host depend upon physical appearance, attitude and the ability to deal with people in a fair and consistent manner. The Park Host must be able to communicate effectively and control their verbal and physical responses in any situation. This is called the "public relations approach". It does not change from situation to situation, and it is the key to success in dealing with people. There are three components to this approach:

1. **The mental awareness and thought process the Park Host must:**
 - Be calm, cool and collected internally
 - Program his/her approach to the specific situation
2. **The physical image (body language) the Park Host must:**
 - Develop and present a friendly posture
 - Prevent circumstances from changing his/her countenance
 - Develop and use the power of a smile in the face of adversity
3. **The verbal-response (communication) the Park Host must:**
 - Listen to both sides of the story
 - Control voice tone, volume, and inflections to show interest and concern without emotion and
 - Refrain from swearing or using obscene or insulting language

Assessing the Risk-the Park Host must:

- I. Observe and analyze each potential conflict situation to ensure it is safe to make contact with the site user. The Park Host must also be prepared mentally, physically and communicatively to handle the situation. **The safety of the Park Host is paramount, and they should not put themselves at risk in situations of conflict.**

Education the Park Host must:

- I. Attempt to inform and educate site users of the site rules and regulations.

Encouraging Compliance

- I. In every possible instance, site users should be advised of the compliance required and given an opportunity to correct their behaviors (e.g. keep noise down, buy a camping permit, etc.).

Day Stay Maximum Limit

- I. The Park Host must advise any site user who has reached the maximum stay (camping) limit allowed by the regulations and may request an authorization from the RDCK to extend the stay of the site user.

Violation/Order to Vacant

- I. The Park Host must advise site users who are contravening the Bylaw or regulations that they are in

violation and may be subject to enforcement action or ordered to vacate if they do not cease. Only if it is safe to do so, a Park Host may ask a person that is causing a violation at a site to leave. Only a Designated RDCK Official, or the RCMP can order a person to vacate a site under the authority of the RDCK Bylaw.

Access Control

- I. The Park Host may regulate vehicular and pedestrian traffic to prevent congestion and camping and parking problems from developing. Gates or control devices are to be opened and closed as required. The Park Host must remain at the site and be available to the public while the control devices are closed and the site is occupied with users. The needs of an emergency situation must be considered whenever a control device is closed. Only campers may remain in the site after 10:00 p.m.

Complaints and Disturbances

- I. The Park Host will record and report to the RDCK any complaints by site users about disturbances or other undesirable or illegal activities in the area. Notebooks - the Park Host should keep notes of important incidents, including such things as time, date, place and weather conditions names and descriptions of the people involved what was seen and done and what was heard (conversations). Park Host should retain the notebook in a safe place.

SCHEDULE B: CONTRACT SUPPORTING DOCUMENTATION AND DEVIATIONS

- 1 **SUPPORTING DOCUMENTATION** - Except as expressly stated in Schedule A or the Agreed Departures from these Supporting Documents identified in Section 2 of this Schedule B, without limiting any other provision of this Agreement, the Contractor must perform the Services in accordance with the obligations set out in the documents and document excerpts listed below, which are attached as appendices to this Schedule B:
 - (a) Appendix A: NRFP Addenda # **Add number** dated **DD Month YYYY**;
 - (b) Appendix B: Section 3 - Technical section of Contractor's Proposal Submission Form dated **DD Month YYYY**;
 - (c) Appendix C: **Add other document as needed, including the name, specific section if applicable, and date of the document.**
- 2 **AGREED DEPARTURES** – The RDCK and Contractor agree that there are no approved departures from Schedule A and the supporting documents in Section 1 of Schedule B.

OR

- 2 **AGREED DEPARTURES** – The RDCK and Contractor agree to the following departures:
 - (a) Section **section #** of Schedule A shall be struck and replaced with:
Add new wording
 - (b) Section **section #** on page **page #** of the **document name included in one of the appendices** shall be deleted in its entirety and replaced with:
Add new wording
 - (c) The following wording on page **page #** of the **document name included in one of the appendices** shall be deleted in its entirety.

APPENDIX A: ADD NAME

APPENDIX B: ADD NAME

APPENDIX C: ADD NAME

SCHEDULE C: CONTRACT SUPPLEMENTARY TERMS AND CONDITIONS

- 1 VULNERABLE SECTOR CRIMINAL RECORD CHECK** - The Contractor will provide a satisfactory Vulnerable Sector Criminal Record Check valid within 6 months of the Agreement start date for all its employees and subcontractors 18 years of age or over who will be involved in providing the Services. The cost of the Vulnerable Sector Criminal Record Check will be borne solely by the Contractor. The Contractor must notify the RDCK Agreement Administrator prior to continuing the Services should there be a change to the Vulnerable Sector Criminal Record Checks provided during the Term of this Agreement. The person whose Vulnerable Sector Criminal Record check has changed, must wait for written permission from the RDCK's Agreement Administrator prior to continuing the Services and entering the RDCK property for the purpose of providing the Services.
- 2 SUBCONTRACTORS:** There are no subcontractors approved for this Agreement. The Contractor must submit a request for approval in writing to the RDCK Agreement Administrator identified on the cover page of this agreement prior to services being subcontracted.
- 3 RDCK RESOURCES:** The Contractor will be provided access to the following RDCK Resources to be used to complete the Services outlined in this Contract: RDCK will pay for access to internet.
- 4 RDCK TOOLS AND EQUIPMENT:** The Contractor will be provided access to the following RDCK tools and equipment to be used to complete the Services outlined in this Contract: All tools required for the job are the responsibility of the contractor. All equipment used for the campsite are the responsibility of the RDCK including picnic tables, firepits, stain, paint, paint brushes, toilet paper, all aspects related to water, fencing, and storage shed.
- 5 FACILITY ACCESS:** The Contractor will be provided access to the following RDCK Facility(ies) to be used to complete the Services outlined in this Contract: The contractor will have access to the storage shed that houses the water pump and storage.

(a) Access keys to the Facility(ies) will be provided by the RDCK to the Contractor's Key Holder identified below:

KEY HOLDER NAME	PHONE NUMBER	EMAIL
first and last name	xxx-xxx-xxxx	Email
first and last name	xxx-xxx-xxxx	Email

- (b) The Contractor must adhere to the following conditions for use of the keys:
- (i) Any changes to the Key Holder must be reported in writing to the RDCK Agreement Administrator identified on the first page of this Agreement within 3 business days;
 - (ii) The use of the keys is only for access to the Facility(ies) identified in this Agreement;
 - (iii) The Contractor is not authorized to copy the keys or lend, share or distribute the key(s) to others;
 - (iv) The keys must be returned at the end date of this Agreement;

(v) The Contractor must report any damage to the Facility(ies) or potential concerns immediately to the RDCK Agreement Administrator.

(c) The following conditions apply to the Contractor's access to the Facility(ies):

The Campground Host will have full access to the storage facility.

List all conditions for Facility(ies) access (ie. the Contractor will have access to the facility during the following days and hours, the Contractor must sign in at Reception prior to accessing the Facility(ies), the Contractor must notify the RDCK Agreement Administrator prior to accessing the Facility(ies), the Contractor must have an RDCK staff member present when working in the Facility(ies) during the operating hours (this may be used when Contractors work in areas with access to minors, vulnerable adults or confidential information, such as someone needing to do an emergency repair in the rec center during operating hours)

~~6~~ **VEHICLE AND FUEL DATA** The Contractor must report the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the Services on at minimum once annually by completing the [RDCK Contractor Fuel & Vehicle Emissions Reporting Form](#) prior to **May 30th** of each year. Data provided must include the following information:

~~(a)~~ Number of vehicles, by vehicle class, used to deliver the contracted service (heavy duty, light duty, off-road);

~~(b)~~ Type of fuel consumed by each vehicle class (e.g., diesel, gasoline, natural gas, ethanol blend, biodiesel blend);
and

~~(c)~~ Liters of fossil fuels consumed in relation to the service delivered under the contract in each vehicle class, up to the dates specified above.

SCHEDULE D: CONTRACT PAYMENT TERMS

1 **PAYMENT:** In consideration for the provision of the Services, the RDCK shall pay to the Contractor in accordance with the Fee Schedule below

RATE PER MONTH	\$4100
MAXIMUM CONTRACT PRICE SUBTOTAL	\$17,500
GST	\$
MAXIMUM CONTRACT PRICE	\$17,500

INVOICING

2 The Contractor shall submit invoices in accordance with the Payment Schedule below. Where applicable, the final invoice for each calendar year must be submitted no later than January 15 of the following calendar year.

(a) PAYMENT SCHEDULE
<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Monthly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Upon Completion of the Services <input type="checkbox"/> Other (please specify):

3 Each invoice shall include, at minimum:

- (a) The Contractor’s name matching the name identified in the first page of this Agreement;
- (b) The following contract number and GL code(s):
 Contract Number: **YYYY-##-DEPT_CONTRACTOR_NAME**
 GL Code: **ACCOUNT # & WORK ORDER # 54040 OPR278-100**
- (c) The Contractor’s GST registration number, if registered for GST purposes, and the applicable GST amount, shown as a separate line item on the invoice;
- (d) The Contractor’s PST registration number, if registered for PST purposes, and the applicable PST amount, shown as a separate line item on the invoice;
- (e) Dates the Services were performed;

~~(f) Cumulative total billed to date if more than one invoice is being issued for this Agreement.~~

- 2 Invoices must be emailed to ap@rdck.bc.ca, with the RDCK Contract Administrator identified on the first page of this contract in cc.
- 3 Invoices to be paid on net 30 day term.

PAYMENT WITHHELD OR DEDUCTED

- 4 The RDCK may withhold payment on any Progress Payment as may be necessary or prudent to protect itself from loss on account of:
 - (a) the Contractor is not making satisfactory progress with the supply of the Services;
 - (b) defective Services which are not remedied;
 - (c) if there are claims of lien, or liens (or a lien) filed against any premises of which the Services are supplied or being supplied, or reasonable evidence of the probable filing of such claims of lien or of filing or registration of liens (or a lien) as a result of the failure of the Contractor to make payment properly to subcontractors or for materials, labour, or otherwise;
 - (d) damages caused to another party by the Contractor;
 - (e) any other evidence of loss or danger of loss on the part of the RDCK, resulting from of the Contractor's operations.

SCHEDULE E: INSURANCE

WORKSAFE

- 1 The Contractor shall:
 - (a) Ensure compliance, on their part and on the part of all of their subcontractors, with the *Workers Compensation Act* and the Occupational Health and Safety Regulations thereunder.
 - (b) At its own expense, obtain WorkSafe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Services.
 - (c) 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.
- 2 Prior to supplying any of the Services in the Contract, the Contractor must provide the RDCK with the Contractor's WorkSafe BC number and must pay and keep current during the term of the Contract all assessments required by WorkSafe BC in relation to the supply of the Services for the Maximum Contract Price.
- 3 In the event that the Contractor refuses or fails to comply with an order under the *Workers Compensation Act* or Regulations thereunder, so that the supply of the Services is stopped, the RDCK may, upon written notice, terminate the Contract and proceed in accordance with Sections 17-21 of this Agreement.

INSURANCE

- 4 **INSURANCE** - Without restricting the generality of the indemnification provisions of this Agreement, insurance and coverage will be arranged and paid for as under-noted:
 - (a) The Contractor must take out and maintain the insurance coverages detailed in this section 4 of Schedule E and shall provide the RDCK evidence of coverage upon execution of this Agreement in the following format:
 - (i) an ICBC form APV 47; and
 - (ii) the RDCK's Standard Certificate of Insurance form completed by the Contractor's broker.

COVERAGE TYPE	MINIMUM AMOUNT	MINIMUM AGGREGATE	DEDUCTIBLE MAXIMUM
(a) Automobile Liability (third party) Insurance for vehicles used to complete the Services.	\$5,000,000 per occurrence	N/A	N/A
(b) Comprehensive Commercial General Liability	\$5,000,000 per occurrence	N/A	\$5,000

- (b) The Contractor shall maintain **Commercial General Liability** coverage for the Term of this Agreement and a minimum of one (1) year after the completion of the Services. To achieve the desired limit, umbrella or excess liability insurance may be used. Such insurance will include but is not limited to the following:
 - (i) **Broad Form bodily injury, death, property damage, and personal injury** coverage, on an occurrence basis;

- (ii) **Non-Owned Automobile** Liability with a limit not less than **\$2,000,000 per occurrence** (including contractual non-owned automobile liability endorsement SEF 96);
- (iii) **Blanket Contractual** Liability;
- (iv) **Cross Liability** and/or **Severability of Interests**;
- (v) A **Waiver of Subrogation** in favour of the Regional District of Central Kootenay;
- (vi) **“Regional District of Central Kootenay, its elected officials, officers, employees, servants, and agents”**, as an **Additional Insureds**;
- (vii) Require the insurer to provide the RDCK with **30 days written notice** of any material change or cancellation;
- (viii) **Premises and Operations**;
- (ix) **Products and Completed Operations**;
- (x) **Personal and Advertising Injury**;
- (xi) **Coverage** that is **Primary and Non-Contributory** to any other sources of insurance available to the Contractor or the RDCK.

ADDITIONAL INSURANCE TERMS AND CONDITIONS

- 5** Subject to satisfactory proof of financial capability by the Contractor, the RDCK may agree to increase the deductible amounts.
- 6** The Contractor is 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.
- 7** The Contractor shall pay the deductible amounts in the event of a claim which the above policies are required to pay.
- 8** The Contractor shall ensure that all insurance required to be maintained by the Contractor under this Agreement is underwritten by a responsible insurance company or companies licensed to do business in the province of British Columbia.
- 9** As may be applicable, the Contractor must cause all subcontractors to comply with the insurance requirements outlined in section 4 of this Schedule.
- 10** 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. The Contractor shall, upon request, obtain a written quote from its insurer for the incremental cost of such additional or amended coverage and submit that quote to the RDCK for review. The RDCK may, in its sole discretion, approve or decline the proposed increase. Where the RDCK approves the increase in writing, the RDCK will pay the approved incremental cost increase, and the parties shall record the change and payment terms in an Agreement Amendment. The Contractor shall not bind or purchase the increased or amended coverage until RDCK’s written approval is provided.

- 11** If the Contractor's insurance policies expire prior to the coverage periods identified in section 4 of this Schedule, the Contractor shall renew its insurance policies prior to the expiry date and provide the RDCK with an updated evidence of insurance in the format identified in section 4(a) of this Schedule, confirming such renewal to the RDCK within 14 days of its current policy's expiry.

- 12** In the event the Contractor shall fail to take out and maintain such insurance at all times during the coverage periods identified in section 4 of this Schedule the RDCK shall be entitled to take out and maintain equivalent insurance at the cost of the Contractor and the Contractor will pay to the RDCK, on demand, the RDCK's cost of so doing, or at the option of the RDCK, the RDCK shall be entitled to terminate this Agreement.