



REQUEST FOR PROPOSALS

Boardroom Audio/Visual Systems and Web Streaming Upgrade Project

ISSUED: February 23, 2018

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on March 23rd, 2018

Regional District of Nanaimo (RDN) Contact for Questions:

Mike Moody, Manager, Information Technology and Geographic Information Systems

Telephone: (250) 390-6532

Email: mmoody@rdn.bc.ca

Deadline for questions is five (5) business days before the closing date.

Scheduled Site Visit:

A non-mandatory site visit will be held on March 02, 2018 at 10:30 am, meeting in the main lobby of the RDN Head Office at 6300 Hammond Bay Rd. Nanaimo, BC. This will allow vendors to view the site, take measurements and ask any questions.



Preamble

The Regional District of Nanaimo is seeking experienced and qualified Proponents to design and supply and install Audio Visual equipment as per the technical specifications contained herein at the Regional District of Nanaimo Administration Office Boardroom located at 6300 Hammond Bay Road, Nanaimo, B.C., V9T 6N2. The completion date of the work is on, or before the end of September 2018.

Instructions to Proponents

Article 1. Closing Date/Time/Location

Proponents are requested to submit their Proposal prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 23, 2018. Select one (1) of the Submission Methods below:

1. By Email: With "Boardroom Audio/Visual Systems Upgrade Project" as the subject line at this electronic address:

mrmood@rdn.bc.ca

Please note: Maximum email file size limit is 15MB, or less.

2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: "Boardroom Audio/Visual Systems Upgrade Project" delivered to the:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2
Attention: Mike Moody

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not accepted.

ARTICLE 2. Examine Documents

The Proponent must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Proponent find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his proposal, notify the RDN in writing. The Proponent may not claim, after the submission of a proposal, that there was any misunderstanding with respect to the conditions imposed by the documents. No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN shall affect or modify any of the terms or obligations herein stated.

Article 3. Addenda

If the RDN determines that an addendum is required for this proposal, the RDN will post the addendum on the RDN Website and BC Bid website. Each addendum will be incorporated into and become part of



the proposal. No amendment of any kind to the proposal is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all addendums are included prior to submitting their final Proposal submission.

ARTICLE 4. Proposal Pricing

All pricing should be in Canadian dollars and should exclude all applicable fees, taxes and levies which should be listed and shown separately. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 5. Cover Letter and Proposal Signing

The proposal should include a Cover Letter highlighting the key features of the proposal indicating why the RDN should award this proposal to you firm and should be signed by an authorized signatory of the company.

ARTICLE 6. Revisions to Proposals

Any revision to the proposal by the Proponent must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 7. Proposal Withdrawal

A Proponent may, without prejudice to himself, withdraw his proposal on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 8. Proposal Rejection

.1 The RDN reserves the right to reject any or all proposals, or accept other than the lowest priced proposal and to accept the proposal which it deems most advantageous.

.2 The RDN may reject a proposal if:

- a) After investigation and consideration, the RDN concludes that the Proponent is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
- b) A proposal contains qualifying conditions or otherwise fails to conform to these Instructions to Proponents.
- c) A proposal is incomplete.
- d) The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
 - any other contract for works or services; or
 - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is



likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Proponent.

- .3 The RDN may reject all proposals if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
 - a) proposals that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
 - b) the RDN decides not to proceed with the project or to defer the project;
- .4 In no event will the RDN be responsible for a Proponent's costs of preparing or submitting a proposal.

ARTICLE 10. Award

Awards shall be made on proposals that will give the greatest value based on the evaluation criteria and not on the lowest price. The RDN will, following receipt of an acceptable proposal, issue in writing a Notice of Award to the successful Proponent.

ARTICLE 11. Form of Agreement

The draft form of agreement is included for review. A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract and when the RDN issues a purchase order to the successful Proponent.



TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE – Boardroom Audio / Visual Systems and Web Streaming

The work is to be completed on, or before the end of September 2018.

The RDN requires the following elements as part of the service to be provided:

1. Design - Vendor must submit a design detailing all audio / visual and Web Streaming components required.
2. Hardware - Remove and legally dispose of all equipment scheduled for replacement.
3. Hardware - Supply of all required audio / visual / Web Streaming equipment including any wiring and electrical additions or modifications. Note that the Web Streaming component of this project is listed as optional and appears in the “Optional Items” section.
 - a. Projector capable of minimum of high definition (1080p) resolution and wide screen formats for Boardroom.
 - b. Computer connections: 4 connection stations are required for audio / visual presentations in the Boardroom. Two connections for the staff desks and two at the Lectern for presentations (see diagram for details). Connections should have the capability to allow inputs for industry standard audio, VGA, Display Port and HDMI connections.
 - c. A Video Matrix system is required to allow for multiple inputs and multiple outputs for the Board Room with the ability to interconnect with other rooms in the future. This will be used primarily for our Emergency Operations Centre when activated, which uses the Board Room.
 - d. Automated Projection screen (Boardroom) – Currently the Board Room uses the wall for projection and requires a projection screen that can be lowered and raised by remote control.
 - e. Control system – Wired and Wireless touch-screen control systems capable of controlling all the audio / visual and lighting systems and inputs in the Board Room.
 - f. Microphone system (delegate units) - To allow Board, Staff and Presentation Lectern the capability to broadcast over the Board Room speaker system. The Chairperson’s microphone should have a microphone unit capable of overriding other microphones when required.



- g. Microphone units to have the capability to participate in teleconferences as well as for Webinars over the Internet.
 - h. Microphone queuing system with the ability of the Chairperson to have a display unit that shows a list of delegates requesting to speak. All microphone units should have the ability for the delegates to press a button in order to request to speak. The Chairperson's unit should have the capability to allow delegate microphones to be activated for speaking.
 - i. Electronic voting system – voting by use of the microphone units or other electronic devices with the ability to integrate with the RDN's eScribe Meeting Management software to record the voting results.
 - j. Wireless Microphone – One wireless microphone required for mobility.
 - k. Earpieces – Four Earpieces required with capability to plug directly into delegate (Microphone) units. The system should be capable to operate earpieces at every delegate unit if required in the future.
 - l. Sound equipment – Equipment required allowing microphone systems and computers to broadcast audio on Board Room speaker system. Sound equipment should be rack mounted in an enclosure capable of being locked.
 - m. Speaker system – Evaluation and / or replacement of all existing speaker equipment in the Board Room.
 - n. Equipment area (Board Room) – A centralized equipment area housing rack mounted audio / visual systems controls required such as sound system mixer, amplifiers, rack-mounted audio / visual equipment etc. (See diagram for location).
 - o. Lighting controls - Lighting switches need to be accessible near inside and outside entrance doors (see diagram). Lighting should be able to be controlled from the wireless control system.
 - p. Cable TV inputs – The Boardroom projector and sound system should have the ability to connect to existing Shaw Cable TV for display and sound purposes to be used during EOC operations. Additional wiring to reach the Shaw Cable service may be required, and if so, should be included in this project.
4. An Electrical Permit will be required for this project and is the responsibility of the successful contractor.



5. Software licensing - Supply cost information on all the required software licenses for all aspects of this project including the optional components.
6. Training - The vendor is required to train key staff at the RDN Administration Building for the basic operation and support of the implemented systems.
7. Implementation schedule - The vendor is required to submit a proposed implementation schedule.
8. *Optional Items*
 - a. 2 large TV display screens with swivel mounts on either side of Lectern (see diagram). Depending on the configuration proposed, the existing LCD display may be considered for replacement as well.
 - b. Web Streaming – Equipment required to Web Stream meetings including Cameras, Video production equipment, software and encoder ex) Sony AnyCast system or other. Due to the size of the Boardroom and number of Board members, a multiple camera system should be considered. These Web Streaming components should be able to be added at a later date (possibly 1 – 3 years), if not given priority in the initial purchase.
 - c. Web Streaming hosting service - Please indicate if your firm provides a hosting service for Web Streamed meetings for on-line access and retrieval.
9. Vendor must be qualified to install, configure, service and train for equipment / software installed.
10. System expandability – There may be an addition of 2 – 4 delegate seats in the Board Room in the future. The audio / visual system must be capable of expansion if required. Additionally, the configuration offered must have the ability to be reconfigured if the Board Room layout changes in the future.
11. Support – Support of the proposed solution should be detailed in your proposal.
12. Support escalation procedures – Detail on escalation procedures in place for issues unresolved within 4, 8 and 24 hours where applicable.



Contractor's responsibilities:

- a) Unless otherwise indicated, the Contractor shall at his own expense, obtain all applicable permits, certificates and licences required by law for the conduct of the work and shall comply with all Federal, Provincial and Municipal Laws, Regulations, Building Codes and Ordinances affecting the execution of the work. The Contractor will be responsible for the coordination of all inspections required under the permits, if required.
- b) Maintain the working area in an orderly manner and that shall not be encumbered with equipment, materials or debris.
- c) The successful Proponent must have the necessary qualifications and be willing to accept the responsibilities as Prime Contractor for the project. They will be required to coordinate the safety of all workers on the work site, including their employees, their subcontractors, and RDN staff.

WorkSafe BC Prime Contractor

The successful Proponent is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC *Occupational Health and Safety Regulation*, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

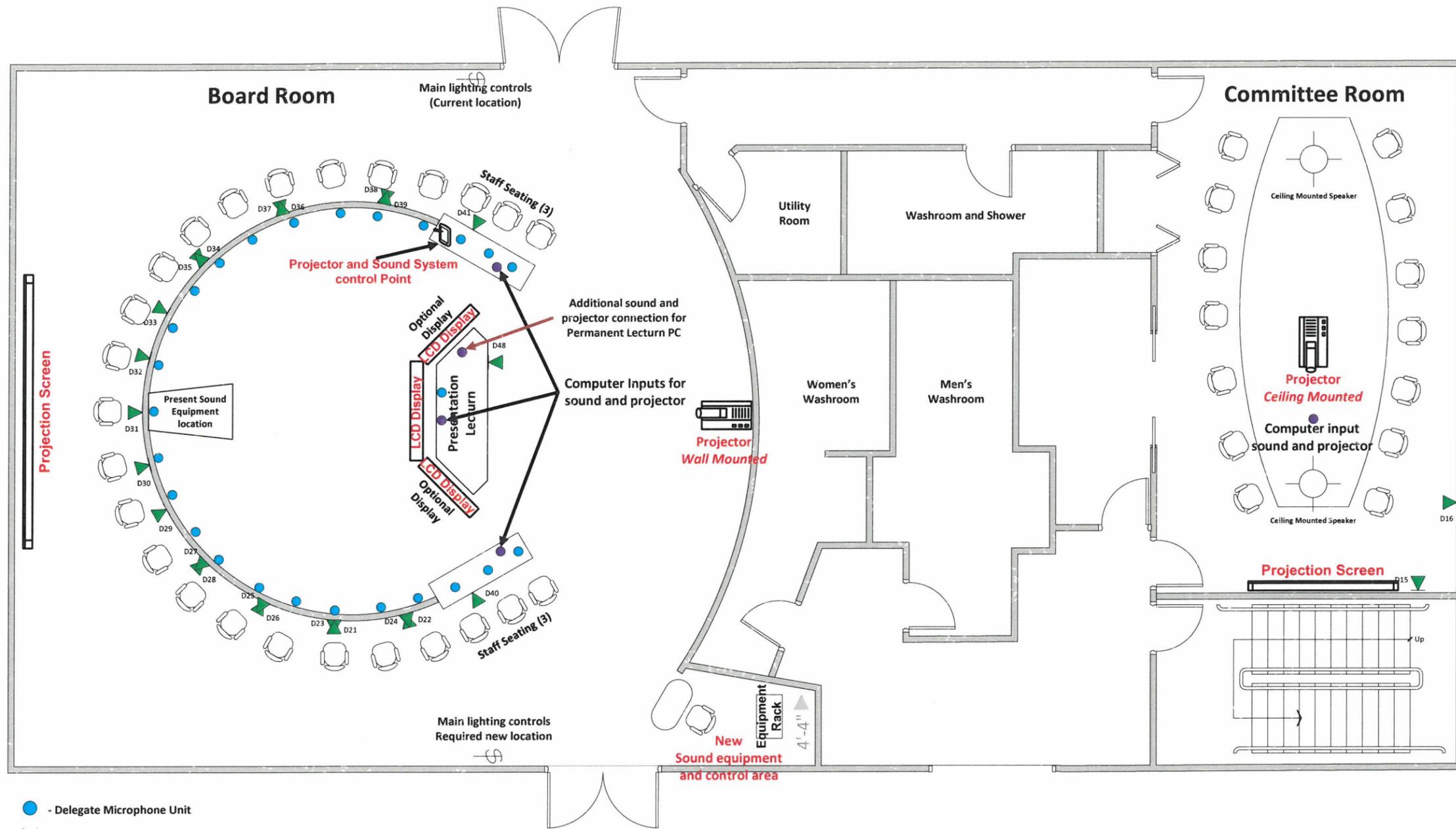
Prior to commencing work, the successful Tenderer will be required to provide the RDN with its latest WorkSafeBC Clearance Letter demonstrating it is a member in good standing and its remittance is up to date.

RDN's responsibilities:

- a) Provide unimpeded access to the site so the work is performed in an efficient and expedient manner.

Hours of Work

No work will be permitted outside the hours defined below unless agreed upon by the RDN:
"Before 8:30 a.m. or after 4:30 p.m., Monday to Friday on regular business days"



- - Delegate Microphone Unit
- ▶ - Data Line - Existing
- - Computer inputs for sound and projector



SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

The following information should be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being scored favourably. Proponents are asked to structure proposals in sequential order as listed below.

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

1. Cover Letter

Your proposal should include a cover letter containing the following information:

Company name, address, website address, telephone number, fax number, email address and primary contact person.

- Signed by the person or persons authorized to sign on behalf of the company.
- Acknowledgment of any addenda issued for this RFP.
- Highlights of your proposal and why the RDN should select your firm.

2. Experience and Qualifications of the Firm

Provide a description of your company, including the following:

- A general statement of competence and expertise.
- Overview of the company, with a profile and brief history of the Proponent.
- The business carried out by the office and the company in terms of similar clients, and other similar work undertaken.

3. Approach and Methodology

- The Proponents should briefly set out in their proposal their understanding of the RDN's requirements.
- The Proponents should set out in a summary fashion in the proposal how the proponent intends to provide the works and services required by the RFP.
- Identify any challenges or constraints with the project and make recommendations on how you will deal with them.
- Identify any resources required from the RDN to ensure project success.
- Proponents should include a schedule showing when they plan to complete the work. The work should be completed on, or, before end of September 2018. Proponents will be evaluated more favourably if they can complete the work sooner.

4. Experience, Depth and Breadth of Project Team

- A list of staff who will be assigned to this project and their qualifications and certifications. Project Manager, installers, etc.. Please include an Organizational Chart.
- A list of similar projects that the assigned staffs have completed.
- Years of experience of the assigned staff in providing the identified services to similar clients.

5. References

- Provide contact names and telephone numbers of four (4) most recent clients that you have provided similar systems to and that are of a similar size and/or complexity to the RDN.
- Provide the project title, value of the work, contact name, telephone number, and email address.
- Any or all references provided by Proponent may be contacted by the RDN to confirm the information provided in the proposal and the nature and quality of the services provided.
- After the initial evaluation of the Qualifications and Experience of the firm, Approach and Methodology, Project Team and Pricing, the RDN will create a shortlist of only the proponents that have a mathematical chance of being the highest ranked proponent. References of Proponents that do not have the mathematical opportunity to be the highest ranked proponent will not be checked.

6. Cost of Solution and Warranty

Provide costs with the following information in sections as per below.

1. Hardware Costs – provide main component cost breakdown
2. Software Costs
3. Training Costs
4. Implementation Costs
5. Optional Items Costs – provide optional items cost breakdown
6. Warranty Information on Equipment and Workmanship



Evaluation Criteria

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

Evaluation Criteria	Point Value	X Rating	Total Score
Qualifications and Experience	10		
Approach and Methodology	20		
Experience, Depth, and Breadth of Project Team	25		
References	10		
Proposed Fees	35		
Total	100		

RATING	DESCRIPTION
5	Exceeds Expectations, Proponent clearly understands the requirement, Excellent Probability of success
4	Somewhat Exceeds Expectations,
3	Meets Expectations, Proponent demonstrates a good understanding of the requirement. Good probability of success
2	Somewhat meets Expectations, Minor weakness and/or deficiencies. Fair probability of success
1	Does not meet expectations, does not demonstrate a good understanding of the requirements, low probability of success
0	Response indicates a complete misunderstanding of the requirements, very low probability of success.



NOTES:

1. A score of ZERO (0) on ANY of the Rated Criteria items MAY result in disqualification of a Submission.
2. These are the ONLY factors which will be used to evaluate the submission.
3. The highest scoring or any submission will not necessarily be accepted.
4. The lowest price proposal will receive a rating of 5. Other proposals will receive reduced ratings based on the proportion higher than the lowest price. i.e. Rating = (Min Cost x 5)/Cost

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee will proceed with an award recommendation and the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work.

Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.



GENERAL TERMS AND CONDITIONS

1. Competency and Qualifications

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the Contract. The successful Contractor will employ properly licensed, trained and unimpaired workers throughout the duration of the contract. Failure to do so could result in termination. Copies of certifications may be requested by the RDN. Smoking is not permitted. Alcohol and Drug consumption is not permitted on RDN property.

2. Invoicing

The Contractor will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

If the RDN does not approve of the services or part of them which are the subject of the invoice, the RDN shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the RDN before the RDN shall be obliged to pay the invoice or any part of it, as the case may be.

3. Force Majeure (Act of God)

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than 30 calendar days, the RDN may terminate this Agreement immediately by written notice to the Contractor without further liability, expense, or cost of any kind.

4. Collusion

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

5. No Claim for Compensation

Except as expressly and specifically permitted in the Instructions, no Contractor shall have any claim for any compensation of any kind whatsoever, as a result of participating in the proposal, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.



6. Solicitation of Board Members

"If a member of the Board or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Proponent shall report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Proponent warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Proponent will be required to direct all communications related to their contract through the staff members responsible for the project.

7. Freedom of Information and Protection of Privacy Act

All documents submitted to the RDN become the property of the RDN and will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

8. Builder's Lien Holdback

If applicable, payments will be subject to a 10% holdback as per the Province of British Columbia's Builder's Lien Act.



AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]
[address]

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

- A. The RDN called for proposals for the provision of consulting services for [NAME OF PROJECT] (the "**Project**"), and the Contractor in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedules "D" to this Agreement.
- B. The RDN has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:



1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing * and terminating on * (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor's expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor's expense any insurance specifically required in Schedule "B" to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to



the RDN upon request;

- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this



Agreement, plus any Goods and Services Tax applicable.

5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

6.1 The Contractor shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

7.0 TERMINATION

7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Contractor.

7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.

7.3 In the event that this Agreement is terminated, the Contractor shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

8.0 CONFIDENTIALITY

8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.



without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

- 13.2 The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

14.0 NO ASSIGNMENT

- 14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.0 AMENDMENT

- 18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

19.0 CONFLICT

- 19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall



prevail.

20.0 INVALIDITY

20.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

21.0 HEADINGS

21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

22.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

23.0 TIME

23.1 Time is of the essence in this Agreement.

24.0 ENUREMENT

24.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

25.0 DISPUTE RESOLUTION

25.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation.

25.2 In the event of a dispute, the parties agree to resolve the dispute by:

Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

25.3 If, after 30 business days, the dispute is not resolved, both parties agree to



appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

26.0 COUNTERPART

26.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS HEREOF the Regional District and the Contractor have executed this Agreement as of the day, month and year first above written.



SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]



SCHEDULE "B"

INSURANCE

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:
 - (a) Commercial General Liability and Property Damage \$2,000,000.00
 - (b) Automobile Insurance (owned and non-owned) \$2,000,000.00
 - (c) Professional Liability Insurance \$1,000,000.00 per occurrence

The Regional District shall be named as an additional insured on the Commercial General Liability Policy and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.



SCHEDULE "C"
CALL FOR PROPOSALS

DRAFT



SCHEDULE "D"

PROPONENT'S PROPOSAL

DRAFT