



Squamish-Lillooet Regional District Request for Proposals Vending Services – Pemberton and District Community Centre

Issue date: August 15, 2016

Closing Time: 4:30 PM, Friday, September 23, 2016

REGIONAL DISTRICT CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Regional District's option.

Angela Barth, Recreation Services Manager
Squamish-Lillooet Regional District
Box 104, Pemberton, BC
V0N 2L0
Fax: 604-894-2320
e-mail: abarth@slrd.bc.ca

DELIVERY OF PROPOSALS:

Proposals may be sent by courier, mail, or e-mail. Proposals are to be submitted to the Closing Location as follows:

Squamish-Lillooet Regional District
Box 104, 7390 Cottonwood Street
Pemberton, B.C. V0N 2L0
Attention: Angela Barth, Recreation Services Manager

(the "Closing Location")

OR

abarth@slrd.bc.ca

Receipt of proposals will be confirmed through use of a receipt confirmation form (see Appendix A).

PROPONENTS' MEETING:

NO MEETING WILL BE HELD.

PROPONENT SECTION:

For all proposals, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, submitted as part of the proposal. The originally signed copy of this page must be mailed or otherwise delivered to the Closing Location, but may be received after the Closing Time, provided a copy has been received by the Regional District via email by the Closing Time.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Definitions and Administrative Requirements Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

<i>Signature of Authorized Representative:</i>	Legal Name of Proponent (and Doing Business As Name, if applicable):
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

Table of Contents

A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS	4
B. INTRODUCTION	7
C. TERMS OF REFERENCE	7
D. SCOPE OF SERVICES	8
E. FINANCIAL	8
F. PROPOSAL SUBMISION	8
G. APPENDIX A – Receipt Confirmation Form	9
H. APPENDIX B – Services and Revenue Agreement	10

A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Regional District and the Contractor;
- b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Regional District;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Regional District" or "SLRD" means the Squamish-Lillooet Regional District;
- f) "Request for Proposals" or "RFP" means the process described in this document; and
- g) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Regional District. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form attached to this RFP as Appendix A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of Addenda to the RFP, if any.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Late proposals may not be accepted and may be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not. Proponents are strongly advised to verify receipt of their Proposal by the SLRD prior to the Closing Time.

5. Eligibility

- a) Proposals may not be evaluated if the Proponent's current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact Person listed on page 1 prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by the Regional District but may include contractors and consultants. All personnel will be bound by the same standards of confidentiality. The Regional District's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to reissue the RFP or terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing with the Regional District, which may, at the SLRD's option, be conducted via telephone or email.

9. Alternative Solutions

If alternative solutions are offered, the Proponent should consult with the Regional District Contact Person on page 1 prior to submitting the proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Regional District for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Regional District, if any. Regardless of whether or not the Regional District elects to reject all proposals, the Regional District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date. The accuracy and completeness of proposals shall be the sole responsibility of each proponent and any errors or omissions shall be corrected at the Proponent's expense.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of all fees;
- c) exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- d) exclusive of applicable taxes.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Subcontracting

- a) Using a subcontractor (who should be clearly identified in the proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Regional District.

18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor 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 by-law.

19. Definition of Contract

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

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District.

21. Liability for Errors

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

22. Modification of Terms

The Regional District reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel or re-issue this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted to the Regional District become the property of the Regional District. They will be received and held in confidence by the Regional District and the steering committee, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Regional District in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, **the Proponent agrees to hold in confidence all information supplied by the Regional District in relation to this Request for Proposals.**

25. Reciprocity

The Regional District may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Regional District, including the members of the evaluation team and any elected officials of the Regional District, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Regional District herein or otherwise.

27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Regional District with personal information of employees or subcontractors who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those persons before forwarding such personal information to the Regional District. Such written consents are to specify that the personal information may be forwarded to the Regional District for the purposes of responding to this RFP and use by the Regional District for the purposes set out in the RFP. The Regional District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Regional District.

INTRODUCTION

The Squamish Lillooet Regional District (SLRD) is requesting submissions for commission-based vending services for the Pemberton and District Community Centre at 7390 Cottonwood Street, Pemberton, BC V0N 2L0 (the “Facility”). The objective is to have in place an automated vending program at the Facility which will provide nutritional snacks and beverages aligning with the Guidelines for Food and Beverage Sales in B.C. Schools, as established by the BC Ministries of Education and Health. The vending machines should be in good working order and the snacks and beverages being sold in the vending machines should be supportive of the overall healthy lifestyle of the Facility.

Term: Three (3) years, with the option to renew for one additional three (3) year term

Terms of Reference

Note: Nutritional guidelines required in this document can be found in the “Brand Name Food List” (BNFL) found at: <https://bnfl.healthlinkbc.ca/default.aspx>

- i. The number of machines under this contract is two (2) and the type of machines are one (1) beverage machine and one (1) snack machine. Vendors may bid on one (1) or both machines. Preference will be given to vendors bidding on both machines.
- ii. Vending machines in this contract grouping will contain no food or beverage choices from the “Do not sell” category according to the Nutritional Guidelines of the BNFL.
- iii. At least 60% of all **FOOD** choices within vending machines in any given location in the Facility must be from the “Sell Most” and at most 40% from the “Sell Sometimes” category of the BNFL.
- iv. At least 50% of all **BEVERAGE** choices within vending machines in any given location in the Facility covered by this policy must be from the “Sell Most” and at most 50% from the “Sell Sometimes” category BNFL.
- v. The vendor must keep up, maintain, repair and service the machines at its own expense. Service calls should be performed in accordance with the service agreement (Appendix B) response times, seven days a week, during operating hours of the Facility.
- vi. The vendor must comply with all regulations of federal and provincial and local laws relating to or governing the operation of the vending machines and sale of the products involved.
- vii. The products to be supplied through all vending machines shall be wholesome, fresh and fit for human consumption and in keeping with the healthy lifestyle concept. Consultation with the SLRD may be required, to ensure a balance of products is provided. Cigarettes shall not be sold.
- viii. The vending machines should be appealing in appearance, free of any dominant product advertising logos and dependable in their operations.

- ix. All machines shall be placed where approved by the SLRD and not installed or removed without due approval of the SLRD.
- x. Additional machines recommended by the Vendor must be approved by the SLRD.
- xi. Any product advertising logos on the machines must be approved by the SLRD.
- xii. Recycling bins are to be provided by the successful proponent.

SCOPE OF SERVICES

Provide a brief description or example of a proposed service level agreement that includes items such as:

- i. Guaranteed response times
- ii. Guaranteed delivery times
- iii. Specifics of included costs
- iv. Costs for optional services
- v. Penalties for non-compliance to the agreement
- vi. Average time to repair

FINANCIAL

A financial proposal detailing all costs/commissions, terms and schedule of payments, is to be included with proposal submission.

- i. Proponent's financial proposal must be in accordance with all provincial and local government laws and regulations, as well as Squamish-Lillooet Regional District Policies.
- ii. An adequate cash float should be provided to the SLRD in case of machine malfunctions, so that customer can be refunded at the time.
- iii. The vendor must pay the SLRD a monthly commission and provide a detailed summary of the breakdown for the sale of all goods on each machine in the Facility.
- iv. If applicable, an outline should be provided addressing any value-added concepts such as partnerships.

PROPOSAL SUBMISSION

To facilitate evaluation, proposals shall include the following information.

Company Overview

A complete profile of the company is requested with background information relating to the number of years of operation, the number of staff, the size of your current client base, background information relating to the staff, their qualifications and recent experience.

Methodology/Approach

Provide a clear description of your methodology to successfully accomplish the delivery of the required services, and what your ability is to respond as needed in a timely manner.

References

Each proponent is requested to submit references related to a similar contract, currently in progress or completed within the past **TWO (2)** years. Indicate the term of the contract.

APPENDIX A

SQUAMISH-LILLOOET REGIONAL DISTRICT
Vending Services – Pemberton and District Community Centre, Request for
Proposals

RECEIPT CONFIRMATION FORM

Please complete this form and return it within 5 working days from receipt to:

Angela Barth
Recreation Services Manager
Squamish-Lillooet Regional District
PO Box 104
7390 Cottonwood Street
Pemberton, BC V0N 2L0

Phone: 604.894.2340 Fax: 604.894.2320

Failure to return this form may result in no further communication regarding this RFP.

COMPANY	_____
ADDRESS	_____
CONTACT PERSON	_____
PHONE NUMBER	_____
FAX NUMBER	_____
EMAIL ADDRESS	_____
SIGNATURE	_____
TITLE	_____
DATE	_____

APPENDIX B

SERVICES AND REVENUE AGREEMENT

THIS AGREEMENT dated for reference _____, 2016 is
BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district duly
incorporated under the laws of British Columbia and having an office at 1350
Aster Street, Box 219, Pemberton, BC, V0N 2L0
(the "Regional District")

AND:

_____, an individual OR company having an address at _____
(the "Contractor")

GIVEN THAT the Regional District wishes to engage the Contractor to provide vending machine
services in accordance with the Regional District's Healthy Food and Beverages Policy , and the
Contractor wishes to provide these services_ to the Regional District in accordance with the
terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional
District and the Contractor agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above,
 - (a) "Terms of Reference" means the terms of reference for performance of the
Services attached as Schedule "A";
 - (b) "Services" means the acts, services and work described in the Terms of Reference
and all acts, services and work necessary to achieve the objectives set out in the
Terms of Reference.

Services to be Performed by the Contractor

2. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of
Reference, on the terms and conditions of this Agreement.

Term

3. The term of this Agreement commences on _____ and ends on _____ (the
"Term"), unless terminated earlier in accordance with this Agreement. The term of this Agreement
may be extended in the sole discretion of the Regional District.

Warranty as to Quality of Services

4. The Contractor represents and warrants to the Regional District that:

- (a) the Contractor has the training, skill, experience and resources necessary to perform the Services; and
- (b) the Services will be performed in accordance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association,

and the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Commission Payment

5. The Contractor will pay to the Regional District a ____ % commission based on gross monthly vending sales exclusive of sales tax based on the scope of Services as set out in Schedule B. In addition, the Contractor on the 15th day of ____ annually, will pay to the Regional District a ____% commission on all annual gross sales exceeding \$____per each full year of the Term. Commissions to the Regional District are to be paid directly to the Regional District by the Contractor in the form of a cheque.

Payment Procedures

6. The Contractor shall calculate and remit Commissions earned on or before the fifteenth (15th) day following the month just ended. In support of each commission cheque issued, the Contractor is required to attach a monthly revenue and commission report covering the following information:
- (a) Gross dollar sales and commissions. Indicate separate calculations for each commission type.
 - (b) Net sales and commissions. Indicate separate calculations for each commission type.

For each vending machine, the following information must be provided:

- (a) Counter readings – indicating beginning and ending counter readings.
- (b) Explanation of counter discrepancies resulting from malfunctions or repairs to the machines.
- (c) Unit sales for each type of product sold in each machine.
- (d) The monthly commission is subject to 5% G.S.T.

All payments due to the Regional District will be presented to:

Squamish-Lillooet Regional District
Recreation Services
Box 104, 7390 Cottonwood Street
Pemberton, BC V0N 2L0

Contractor's Records

7. For the purpose of ascertaining the amount payable as percentage of commission payable, the Contractor agrees to maintain, at its expense, accurate and true records of all sales and revenue collected from the vending equipment and such records shall be available to the Regional District for inspection for a period of not less than three (3) years following the end of each operating year. The Regional District's representative shall have the right to authorize Regional District employees to examine these records aforesaid on reasonable notice during regular business hours. The Regional District agrees to keep confidential all information obtained under this Agreement.
8. The Regional District may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

Termination or Suspension at the Discretion of the Regional District

9. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Contractor under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor, pay the Contractor the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

Termination for Breach

10. The Regional District may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:
 - (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Contractor has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
 - (b) becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District

in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Contractor such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

11. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this Agreement which in good faith or good conservice ought not be disclosed.

Records

12. The Contractor must:

- (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in section 120 through (b) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

13. If the Regional District terminates all or part of the Services under this Agreement, the Contractor must immediately deliver to the Regional District, without request, all Services-related documents in the Contractor's possession or under its control.

Ownership of Intellectual Property

14. By this section, the Contractor irrevocably grants to the Regional District the unrestricted licence for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the licence granted by this section includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses set out above.

Agreement for Services

15. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Regional District in any way.

Conflict of Interest

16. The Contractor must not perform, for gain, any services for any person other than the Regional District, or have an interest in any contract other than this Agreement, if the Regional District determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the Regional District under this Agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the Regional District under this Agreement and the Contractor's pecuniary interest.

Assignment of Agreement/Subcontracting of Services

17. The Contractor must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement.

Time of the Essence

18. Time is of the essence of this Agreement.

Release and Indemnification

19. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Regional District and its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, subcontractors or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive the expiry or termination of this Agreement.
20. The terms and conditions of this section will survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.
21. The indemnity provided in section 19 by the Contractor to the Regional District will not in any way be limited or restricted by the insurance set out in section 22 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.

Insurance Requirements

22. The Contractor shall obtain and maintain commercial general liability insurance throughout the Term providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000 per occurrence and shall meet the following responsibilities:
- (a) name the Regional District as additional insured;
 - (b) include that the Regional District is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
 - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
 - (d) be primary and non-contributing with respect to any policies carried by the Regional District and will provide that any coverage carried by the Regional District is in excess coverage;
 - (e) not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
 - (f) include a deductible not greater than \$5,000.00 per occurrence;
 - (g) include a cross liability clause; and
 - (h) be on other reasonable terms acceptable to the Regional District.
23. The Contractor shall also obtain and maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to property.
24. The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

WorkSafeBC

25. The Contractor shall provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Contractor is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

26. The Contractor agrees that it is the “prime contractor” for the work as defined in the *Workers’ Compensation Act*, R.S.B.C. 1996, c.492 as amended and will ensure compliance with the *Workers’ Compensation Act* and Regulations in respect of the workplace. Without limiting its responsibilities under the legislation, the Contractor will coordinate the activities of employers, workers and other persons at the workplace relating to occupational health and safety. The Contractor shall have a safety program acceptable to the Workers’ Compensation Board, shall provide first aid services, and shall ensure that all Workers’ Compensation Board safety rules and regulations are observed during the performance of this Agreement, not only by the Contractor, but by all sub-contractors, workers, material personnel and others engaged by the Contractor in the performance of this Agreement.

Occupational Health and Safety

27. The Contractor and its employees shall conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The Regional District may on twenty-four (24) hours written notice to Contractor, install such devices or rectify any conditions creating an immediate existing hazard that would be likely to result in injury to any person. However, in no case shall the Regional District be responsible for ascertaining, or discovering through inspections or review of the operations of Contractor or otherwise, such deficiency or immediate hazard.

28. The Contractor shall fulfill all its duties, obligations and responsibilities in such a manner that it ensures the safety of the public and in accordance with the safety regulations of the Workers’ Compensation Board.

Business License

29. The Contractor shall have or obtain a Village of Pemberton Business License and shall keep the license current for the duration of the Agreement term.

Severability

30. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

Notice

31. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Squamish-Lillooet Regional District
1350 Aster Street, Box 219
Pemberton, B.C. V0N 2L0
Fax Number: (604) 894-6526
E-mail Address:
Attention:

To the Contractor:

Fax Number: _____

E-mail Address: _____

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

32. In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

33. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

34. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

35. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

36. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Counterparts

37. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

Lynda Flynn, Chief Administrative Officer

Date

Signed, Sealed and Delivered on _____)
_____, 2016 in the presence of:)
_____)
_____)
Witness: _____))
_____))
Address: _____))
_____))
Occupation _____))

Name of Contractor

Schedule "A"
TERMS OF REFERENCE

Services