



REGIONAL DISTRICT of Fraser-Fort George

REQUEST FOR PROPOSALS ADM-24-01

Cultural Funding Review





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REQUEST FOR PROPOSALS – Cultural Funding Review

RFP NUMBER: ADM-24-01

ISSUE DATE: March 1, 2024

1.0 RFP DOCUMENTS

RFP documents may be obtained on, or after the Issue Date as follows:

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.ca; or
- b) on the BC Bid website at www.bcbid.gov.bc.ca.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

Acknowledgement Letter

Upon receipt of this RFP, a potential Proponent should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to Renee McCloskey, Project Manager at rmccloskey@rdffg.bc.ca. A Proponent who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

Any Proponent who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and may be disqualified.

2.0 DELIVERY OF PROPOSALS AND CLOSING DATE

Proposals must be in English and must be submitted using one of the submission methods below, and must either:

1. include a copy of this cover page that is signed by an authorized representative of the Proponent; or
2. otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

The Regional District will accept Proposals submitted by email or by delivery directly to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on **Monday, March 25, 2024**.

Proposals submitted by fax will **NOT** be accepted. Any Proposal received after the closing date and time will be considered disqualified and will be returned to the Proponent.



Submissions must be directly delivered to the Regional District in either:

- Email format with the Proposal attached to the email in a PDF, or equivalent, format and emailed to purchasing@rdffg.bc.ca. The subject line should read “**ADM-24-01 – Cultural Funding Review – Insert Proponent Name**”; or
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent, format; or
- Hard copy format, including three (3) complete Proposal copies.

If submitting in a mail format (USB or hard copy), Proponents should submit it in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street, Prince George, BC V2L 1P8
2. Request for Proposals
ADM-24-01 – Cultural Funding Review
3. Responding Proponent’s name and address.

3.0 PROPONENTS MEETING

There will be no Proponent’s meeting for this RFP.

Questions relating to this RFP must be emailed directly to the Project Manager:

Renee McCloskey
Manager of External Relations
rmccloskey@rdffg.bc.ca

Deadline for question submissions is March 19, 2024.

Questions that are determined to be of a common interest to all potential proponents will be summarized and posted as Addendum(s) on the website.

4.0 SUMMARY OF OPPORTUNITY

The Regional District of Fraser-Fort George is seeking to award a contract to an experienced consultant who can demonstrate the ability to supply and deliver a Cultural Funding Review, which meets or exceeds the specifications contained within this Request for Proposal.

Further details as to the scope of this opportunity and the requirements can be found in Appendix “B” – Scope of Work of this RFP.



5.0 RFP PROCESS RULES

5.1 Definitions

“Addenda” or “Addendum”	means	all additional information regarding this RFP including amendments to the RFP.
“BC Bid”	means	the BC Bid website located at www.bcbid.gov.bc.ca .
“Board”	means	the Board of the Regional District.
“Closing Location”	means	includes the location or email address for submissions indicated on the cover page of this RFP, as applicable.
“Closing Time”	means	the closing time and date for this RFP as set out on the cover page of this RFP.
“Contract”	means	the final agreement that comprises a completed set of the Proponent’s RFP submission, this RFP and all documents, specifications, and addenda incorporated therein.
“Contractor”	means	the successful Proponent to the RFP who enters into a Contract with the Regional District.
“Project Manager”	means	the Regional District’s representative.
“Proponent”	means	an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal.
“Proposal”	means	a submission in response to this Request for Proposals.
“Regional District” or “RDFFG”	means	the Regional District of Fraser-Fort George.
“Request for Proposals” or “RFP”	means	the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits as may be modified in writing from time to time by the Regional District by Addenda.
“must”	means	a requirement that must be met in order for the Proposal to receive consideration.
“should” or “may”	means	a requirement having a significant degree of importance to the objective of the request for Proposals, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.

5.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

5.3 Submission of Proposal

Proposals must be submitted before the Closing Time using one of the submission methods set out in Section 2.0 of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the Regional District



receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

5.4 Errors, Omissions, Clarifications

It is the sole responsibility of the Proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their Proposal, the Proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request clarification from the Project Manager, by email to rmccloskey@rdffg.bc.ca.

All requests for clarification or inquiries must be made by 5pm on Tuesday, March 19th in order that addendum(s), if necessary, are issued in time for all Proponents to complete their proposal submission and have it delivered to the Regional District office prior to the Closing Time on the submission date.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of this RFP is required, then the Regional District will issue an addendum and the addendum will be posted on the Regional District's website and BC Bid.

It is the sole responsibility of the Proponent to check for addendums.

5.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Regional District at the Closing Location will prevail whether accurate or not.

5.6 Changes to Proposals

By submitting written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

5.7 Conflict of Interest

When submitting a Proposal, the Proponent must complete, sign and include with their Proposal a Conflict of Interest Disclosure Statement (Appendix D).

The Regional District may reject a Proposal based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Proposal where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or



- b. in the case of a Proposal submitted by a Proponent who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

5.8 Sub-Contractors

All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal.

A Proponent may not sub-contract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in this RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of this RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed sub-contractor might be in a conflict of interest, the Proponent should consult with the Project Manager prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of this RFP.

5.9 Rejection of Proposal

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favourable in the interests of the Regional District. The lowest price, or any Proposal, will not necessarily be awarded.

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions contained in this RFP may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Proposals which are non-conforming because they do not contain the content or form required by this RFP, or for failure to comply with the process for submission set out in this RFP, whether or not such non-compliance is material.

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best value proposal. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest price Proposal; and
- f. cancel or reissue this RFP without any changes.



Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

5.10 Liability for Errors

The Regional District will not be responsible for any costs incurred by Proponents as a result of the preparation or submission of a Proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent's responsibility. If errors are discovered, they will be corrected by the Proponent at their expense.

Proponents acknowledge that the Regional District, in the preparation of this RFP, supply of oral or written information to Proponents, review of Proposals or the carrying out of the Regional District's responsibilities under this RFP, does not owe a duty of care to the Proponents.

5.11 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise breached or fundamentally breached the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

5.12 Ownership of Proposals and Freedom of Information

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

All documents, including Proposals, submitted to the Regional District become the property of the Regional District.

The Proponents acknowledge that certain details of the Proposals could be discussed at an open meeting of the Board.

5.13 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Proponents as a result of this RFP except



insofar as such publication, release or disclosure is required by the laws of British Columbia.

5.14 Obligation to Hold Prices

In order to receive consideration, Proponents are required to hold their Proposal open for acceptance for seven weeks following the Closing Time.

6.0 PROPOSAL FORMAT

The following format and sequence should be followed in order to provide consistency in responses and to ensure each Proposal receives full and complete consideration. All pages should be consecutively numbered.

- a. Title page, including RFP number and title, Proponent's name and address, telephone number, email address, and contact representative.
- b. One-page letter of introduction **SIGNED** by the authorized signatory of the Proponent.
- c. Table of contents including page numbers.
- d. A summary of the key features of the Proposal.
- e. Completed and signed Appendix D, Conflict of Interest Disclosure Statement.
- f. Work plan including methodology, start date, milestones, and completion date.
- g. Three (3) references that may be contacted for purposes of confirming your company's experience.
- h. **All amendments and addenda, if any, issued for this RFP. Each amendment and addenda should be signed by the Proponent and should be included with the Proposal and will form part of the Proposal and Contract.**

7.0 PROPOSAL EVALUATION

7.1 Proposal Evaluation

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP. Proposals will be assessed by a committee formed by the Regional District.

7.2 Selected Proponent Negotiations

The Regional District, in its sole discretion, may enter into contract negotiations with a selected Proponent, or Proponents, based only on the evaluation of the written Proposal(s), and/or an evaluation of the combination of the written Proposals and/or detailed discussions.



The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

7.3 Termination of Negotiations and/or RFP Process

The Regional District may terminate contract negotiations with any Proponent and enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, in its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

7.4 Compliance with RFP Requirements

All terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal. All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should include specific reference to the relevant section in this RFP and the precise nature of the variance or non-compliance. Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a Proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, will be in the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter detailed discussions, or negotiations with the Proponent(s).

8.0 SELECTION AND EVALUATION

8.1 Selection Criteria

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to select a Proponent. The list of criteria is not in any particular order of priority. The Regional District, in its sole judgment, will base the selection of a successful Proponent on a combination of the criteria.

8.2 Evaluation Criteria

ADM-24-01 – CULTURAL FUNDING REVIEW	
EVALUATION CRITERIA	WEIGHT
Proposal Quality & Clarity	10
Understanding of Engagement	15
Proponent/Team Qualifications and Experience	20
Work Plan Approach, Methodology and Timeline	25
References	15
Proposed All-Inclusive Fees	15
Total	100



Additional information regarding the evaluation criteria is as follows:

- a) Understanding of Engagement
 - i. The Proposal should demonstrate a clear and coherent understanding of the Regional District's requirements and needs.
 - ii. Indicate why you are interested in the Regional District as a client.
 - iii. Demonstrate understanding of Regional District structure and governance.

- b) Proponent/ Team Qualifications and Experience
 - i. Provide overview of Proponent's history and current leadership team.
 - ii. Provide details of Proponent's experience with clients of similar size and complexity.
 - iii. Provide details of Proponent's experience working with non-profit and/or arts and cultural organizations.
 - iv. Provide details of Proponent's skills and experience with financial reporting and understanding financial statements.
 - v. Provide resumes of proposed team members.
 - vi. Provide detailed information, including their qualifications to undertake the work for any partners / sub-contractors the Proponent intends to use.

- c) Work Plan Approach, Methodology and Timeline
 - i. A statement of understanding of the services to be performed and the ability and commitment to fulfill the responsibilities as described.
 - ii. Details of proposed work plan approach and methodology for the project as outlined in Appendix 'B' – Scope of Work.
 - iii. Indicate that you are able to meet the Regional District's expected deliverables and timelines as outlined in Appendix 'B' – Scope of Work
 - iv. Detail the time required at the Regional District's office based on the proposed work plan.
 - v. Detail the expected time required of Regional District administration based on the proposed work plan.
 - vi. Details of the Proponents communicable disease plan and measures to be implemented to mitigate the risk of a communicable disease impacting the proposed work plan of the project.
 - vii. Provide details of any additional and/or value added services that may be of benefit to the Regional District.

- d) Proposed All-Inclusive Fees
 - i. Provide all-inclusive pricing information relative to performing the project as described in this RFP. This price should be inclusive of all direct and indirect costs, including out of pocket expenses.
 - Include the pricing for each stage of the work plan
 - ii. Provide an estimate of the total number of person hours required to provide services.
 - iii. Provide hourly rates for each category of staff for additional work.
 - iv. Provide pricing structure (hourly rates or lump sum) for special projects or additional value-added services beyond the scope of this project.

9.0 CONTRACT



9.1 Form of Contract

The form of contract will be similar in form to the sample contract shown in Appendix C, subject to negotiation between the Regional District and the Proponent and will include this RFP, Conflict of Interest Disclosure Statement, all appendices, amendments and addenda, as well as the successful Proponent's submission.

9.2 Notification

Approval of a Proponent and the award of a Contract is expected to occur by April 10, 2024. The Regional District, in its sole judgment, may delay the award of Contract date as deemed appropriate by the Regional District.

10.0 CONTRACT PRICE

Schedule of Prices must be completed, signed, and included in the Proponent's submission. All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line item. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.



**Appendix "A"
ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP ADM-24-01 – Cultural Funding Review Documents.

Authorized Signatory Signature

Name of Proponent

Name of Signatory (please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend to provide / not to provide a Proposal.

Please return immediately by mail, hand delivery, or by email to the Project Manager:

Renee McCloskey, Manager External Relations
155 George Street, Prince George, BC, V2L 1P8
rmccloskey@rdffg.bc.ca



Appendix “B” SCOPE OF WORK

Background

In 2006, the Regional District of Fraser-Fort George established a forward-thinking model to provide stable funding to arts, culture, and heritage organizations in Prince George, McBride, Mackenzie, and Valemount. This progressive model involved developing five-year strategic cultural plans to support the following eight cultural sites:

- The Exploration Place (Prince George)
- Two Rivers Gallery (Prince George)
- Central BC Railway & Forestry Museum (Prince George)
- Huble Homestead
- Mackenzie Museum
- Valley Museum and Archives (McBride)
- Whistlestop Gallery (McBride)
- Valemount Museum

The five-year plans provide strategic direction to support the cultural sites and promote collaboration and mentorship. As part of the Cultural Plan process, each of the eight sites has a five-year service contract with the Regional District to provide cultural services in return for funding. These contracts provide a stable source of funding for the eight cultural sites. The program is unique and is one of the only examples in Canada where a local government provides multi-year funding to support cultural sites' operational costs.

When the first funding contracts were developed in 2006, no specific formula was used to determine the amount each organization received, apart from funding similar-sized operations at the same or similar levels and/or funding based on what organizations had been historically receiving from the Regional District on a year-to-year basis prior to 2006.

Since 2006, funding has incrementally increased to keep up with rising costs, but during this time there has been no analysis of changes to the cultural landscape or how the cultural organizations' operations have changed.

The implementation of the Regional Cultural Plan is supported by the Regional District's Cultural Services Advisory Committee. The committee is comprised of senior staff representatives from the eight sites as well as staff representatives from the Regional District, City of Prince George, District of Mackenzie, Village of McBride, and the Village of Valemount. The committee is chaired by Lara Beckett (Regional District Electoral Area C Director) and Cori Ramsay (City of Prince George Director).

Scope of Work

The Regional District is proposing to engage external expertise to help determine how funding levels meet the needs given the many changes, challenges, and evolution in operations of the eight cultural agencies supported by the Regional District.



The review will take into consideration the following:

- Comparative analysis of each site's operations from 2006 – current day
- Change and evolution in programming, services, and events and how that supports the cultural vision of the RDFFG and the goals of the Regional Cultural Plan
- Changes to non-RDFFG funding sources since 2006
- Operational considerations
- Impact of COVID
- Other factors (internal and external) that have impacted each site's operations over the past 18 years
- Future plans of each site
- Other RDFFG-funded initiatives to support cultural sites (cultural marketing program, endowment fund, grants, etc)
- RDFFG funding pressures and capacity

The successful proponent should undertake the following as part of their workplan:

Literature review:

- RDFFG Cultural Plans
- RDFFG Annual Cultural Reports, including financial and operational information submitted by each site
- Funding contracts with each site
- Other relevant literature related to public funding of arts, culture and heritage facilities

Interviews

- Senior staff representative from each of the eight cultural sites
- RDFFG staff (Chief Administrative Office, Manager of External Relations, Cultural Coordinator)
- Chair and Vice Chair of the Regional District's Cultural Services Advisory Committee
- Other interviews as warranted

Site Visits

- The successful proponent should plan a visit to each of the eight sites

Support Materials

Regional District administration will be available on an ongoing basis to discuss issues as they arise. The following documents are available on the RDFFG website in the Reports and Publication section (www.rdffg.ca) to assist in proposal preparation.

- Regional Cultural Plan (2023-2027)
- Annual Cultural Report 2022
- Annual Cultural Report 2021
- Annual Cultural Report 2020
- Annual Cultural Report 2019
- Annual Cultural Report 2018
- RDFFG Cultural Funding 2006-2024



Deliverables

At the end of the project, the proponent will deliver a final report to the Regional District that covers analysis of each cultural site’s operating environment and any recommendations for consideration of funding adjustments where needed.

The proponent should be prepared to present a draft of the report to the Cultural Services Advisory Committee (in person or virtual attendance).

Final Report and Supporting Documentation

All finished reports and supporting documentation provided as result of this work must become the property of the Regional District for its exclusive use. All documents must be provided in hard copy and an electronic format. All text documents must be in Microsoft WORD and PDF format. All data documents must be in Microsoft Excel format.

Schedule

This schedule will set out the key dates by which work is to be completed by both parties, and may include, but is not limited to, the following:

Task	Schedule/Deadline
Request for Proposals Issuance	March 1, 2024
Request for Proposal Closing	March 25, 2024
Anticipated Award	April 10, 2024
Project Initiation	April 15, 2024
Present draft report to Cultural Services Advisory Committee	Week of May 27-31, 2024
Final copy of report delivered	June 7, 2024

Project Budget

The target budget for this project is ± \$50,000 inclusive of expenses and taxes. All prices for the work are to be in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.

The Regional District may consider proposals that provide additional and/or value added services. The Regional District may negotiate these additional and/or value added services at a later date.

The Proponents are encouraged to submit a schedule of prices within their proposal detailing each project element and the budget for that element. The following is an example of a schedule of prices.



#	Project Element	Time Estimate	Budget
A.	Project work		\$
B.	Expenses (travel, etc)		\$
H.	Taxes		\$
	TOTAL:		\$

Project Process and Reporting Structure

The successful Proponent will be required to liaise with Regional District administration throughout the project. All work must be approved by and carried out to the satisfaction of the Regional District.



**Appendix “C”
SAMPLE CONTRACT**

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local Government incorporated pursuant to the *Local Government Act*
and having its business office located at:
155 George Street
Prince George, BC, V2L 1P8

(hereinafter called the “Regional District”)

OF THE FIRST PART

AND

THE SERVICE PROVIDER

A company duly incorporated under the laws of British Columbia
and having its business office located at:
Street Address
City, Province, Postal Code

(hereinafter called the “Service Provider”)

OF THE SECOND PART

WITNESSETH that the Service Provider and the Regional District undertake and agree as follows:

1. The Service Provider will:
 - a) provide all necessary materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the contract documents for the Cultural Funding Review project entitled “ADM-24-01 – Cultural Funding Review”; and
 - b) commence to actively proceed with the Cultural Funding Review project as described in Appendix “B” – Scope of Work (the “Work”) in the RFP for this Contract.
2. The Regional District will pay to the Service Provider, as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in this Contract.
3. The Conflict of Interest Disclosure Statement, RFP, all addenda, Service Provider’s submission for the RFP, and General Conditions of Contract, are all incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the contract and will inure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.



- 5. Subject to Section 3, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
- 6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to an individual, or to a member of a Proponent, or to the Project Manager for the Regional District for whom they are intended, or if sent by registered mail as follows:

The Service Provider at _____
(Address)

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

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED ON BEHALF OF THE)
REGIONAL DISTRICT OF)
FRASER-FORT GEORGE)
)
)
)
)
)
)

Chief Administrative Officer

Date

General Manager of Legislative and
Corporate Services

Date

SIGNED ON BEHALF OF THE)
SERVICE PROVIDER)
)
)
)
)
)
)
)

Authorized Signatory

Date

Name and Title (Please print)

)



GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS OF TERMS

Throughout this Contract, the following definitions apply:

- “Service Provider” means the successful Proponent of this Request for Proposal
- “Cultural Funding Review” means the project as described in Appendix “B” – Scope of Work (the “Work”) in the RFP for this Contract
- or “Services” or “Project”
- “Contract” or “Contract Documents” means the final agreement that comprises a completed set of the Proponent’s RFP submission, this RFP and all documents, specifications, and addenda incorporated therein
- “Project Manager” means the Manager of External Relations or designate
- “Proponent” means an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal
- “Proposal” means the submission in response to this Request for Proposal
- “RDFFG” means the Regional District of Fraser-Fort George
- “Regional District” means the Regional District of Fraser-Fort George
- “RFP” means this Request for Proposal
- “Site” means the Regional District administration building at 155 George Street, Prince George, BC, V2L 1P8

2. INTENT OF CONTRACT DOCUMENTS

The intent of this Contract is that the Service Provider will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Cultural Funding Review described in this Contract or as directed by the Regional District and all incidental work to complete the Cultural Funding Review.

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

3. LOCAL CONDITIONS

The Service Provider will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the quantities, quality, and practicability of the Cultural Funding Review project and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

4. MANAGER’S STATUS

The Project Manager, or their designate will be the Regional District’s representative during the period of this Contract and will observe the Cultural Funding Review project in progress on behalf of the Regional District for the purpose of ensuring that the Cultural Funding Review project has been satisfactorily carried out. The Project Manager has the authority to stop the services



whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Cultural Funding Review project in accordance with the provisions of the Contract.

5. REPORTS

The Service Provider will, upon the request of the Project Manager, fully inform the Project Manager of the work done and to be done by the Service Provider in connection with the provision of the RFP and Contract.

6. SUPERVISION

The Service Provider shall employ at all times, qualified and experienced personnel to carry out the Cultural Funding Review project.

7. CHARACTER OF WORKERS

The Service Provider and all workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the Regional District's administration. Any supervisor or worker employed by the Service Provider who, in the opinion of the Project Manager, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is willfully negligent will, at the written request of the Project Manager, be removed from the Site immediately and will not be employed again in any portion of the Cultural Funding Review project without the approval of the Project Manager.

8. ASSIGNMENT OF CONTRACT

The Service Provider will not sublet, sell, transfer, assign, or otherwise dispose of this Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

9. CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Service Provider will treat as confidential and will not, without the prior written consent of the Regional District, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the Service Provider as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Service Provider to fulfil their obligation under this Contract, or by the laws of British Columbia.

10. RIGHT TO TERMINATE SERVICES

The Regional District may terminate any or all services upon thirty (30) days written notice. If such notice is given, the Regional District will pay only for time and expenses incurred by the Service Provider up to the termination date and for any reasonable time and expense incurred to bring the Cultural Funding Review project to a close in a prompt and orderly manner.

In the event of the breach or non-performance by the Service Provider of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Section 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Service Provider any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.



11. SERVICE PROVIDER'S TERMINATION OF CONTRACT

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

12. OWNERSHIP

The material produced, received or provided by the Service Provider to fulfill this Contract, or by the Regional District to the Service Provider as a result of this Contract will:

- a) remain or become the exclusive property of the Regional District, and
- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Regional District by the Service Provider, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

13. INSURANCE

The Service Provider, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except Professional Liability Insurance and automobile insurance on vehicles owned by the Service Provider) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Service Provider's insurance policies shall include a deductible no greater than \$25,000 for each claim. The Service Provider must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the contract:

1. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the contract. The RDFFG is to be added as additional insureds. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Professional Liability in an amount not less than \$1,000,000 inclusive per occurrence.
3. Where the Service Provider requires the use of automobiles to undertake the work of the Contract, the Service Provider will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Service Provider in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Service Provider shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Service Provider to determine if additional limits of liability insurance coverage are required to protect them from risk.



14. INDEMNITY AND RELEASE BY SERVICE PROVIDER

Notwithstanding the provision of insurance coverage by the Service Provider, the Service Provider hereby agrees to indemnify and save harmless the Regional District, its officers, agents, and employees from and against all claims, demands, losses, costs, payments, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Service Provider, its servants, agents and sub-contractors, in providing the Cultural Funding Review project and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

15. INJURY OR DAMAGE TO PERSONS OR PROPERTY

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

The Service Provider will immediately report any on-Site injury or damage to the Regional District's property to the Regional District.

16. WORKSAFEBC

The Service Provider will ensure that all work performed in British Columbia by the Service Provider is performed in compliance with the British Columbia Workers Compensation Act and regulations and guidelines under this Act. If the Service Provider does not comply with this requirement, the Regional District may terminate this Service Agreement for cause without prior notice to the Service Provider.

The Service Provider must be registered and in good standing at all times with WorkSafeBC, or an equivalent Provincial Authority, if required or permitted under the Act and shall maintain such good standing during the term of this contract and any subsequent extensions. It is the responsibility of the Service Provider to determine their registration status. Prior to commencing the project, the Service Provider will be required to supply a Clearance Letter that the Service Provider is in good standing with WorkSafeBC, or an equivalent Provincial Authority. The Regional District may request a Clearance Letter at the conclusion of the Project demonstrating the Service Provider has maintained its good standing through the Project period and payments are current.

When requested to do so by the Regional District, the Service Provider will provide an Occupational Health & Safety Plan and any supporting procedures and records pertaining to the Work under the Service Agreement.

17. FORCE MAJEURE

If either the Service Provider or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Service Provider is providing Services cannot be performed, because of an act of God, an act of



a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Service Provider and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Service Provider a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Service Provider or, if the Regional District and the Service Provider are unable to reach agreement, as determined by the dispute resolution process under Section 28 of the Contract.

Where as a result of Force Majeure there is a material increase in the Service Provider's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Service Provider under Section 19 of this Agreement, as may be agreed by the Service Provider, or as determined under Section 28 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Service Provider is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Service Provider in accordance with Section 19 of this Agreement.

18. CHANGES IN THE WORK

The Regional District, without invalidating this Contract, may make changes by altering, adding to, or deducting from the Work. The Service Provider will proceed with the Work as changed and the Work will be executed under the provisions of this Contract. No changes will be undertaken by the Service Provider without written order of the Regional District, and no claims for additional compensation will be valid unless the change in writing was so ordered. The Regional District will entertain no payment for extra work or changes in this Contract unless a Change of Work Order is completed and signed by the Regional District and the Service Provider.

19. PAYMENT

The Regional District will by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the Project Manager that the Cultural Funding Review project have been satisfactorily carried out, pay the Service Provider for Cultural Funding Review project completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

20. PAYMENT WITHHELD OR DEDUCTED

In the event it is determined that the Cultural Funding Review project does not meet the specifications outlined in the Contract documents or that the work is deficient in any way, the Regional District may, hold back sufficient funds to ensure compliance. The amount of the holdback, if any, and the provisions for the release of funds shall be subject to discussion between



the Regional District and the Service Provider. The conclusion of any discrepancies and/or deficiencies must occur within a reasonable period of time.

21. GOODS AND SERVICES TAX

Federal law states that five percent (5%) tax be paid on all goods and services. If the Service Provider does not qualify as a small supplier, then the Service Provider is required to identify the GST tax on all invoices and the Regional District is liable to pay this amount to the Service Provider.

22. DURATION OF CONTRACT

This Contract will commence on the date the contract is executed and all deliverables for the Cultural Funding Review project will be completed no later than January 2, 2025.

23. COMPLIANCE WITH LAWS

The Service Provider will give all the notices and obtain all the licenses and permits required to perform the work and provide written confirmation that the Service Provider's and sub-contractor's personnel are fully certified to perform the Work. The Service Provider will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the Work or performance of this Contract.

24. LAWS OF BRITISH COLUMBIA

This Contract will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

25. CONTRACT PERFORMANCE REVIEWS

From time to time, as deemed necessary, the Project Manager may request that the Service Provider participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the scope of work or suspension/termination of the Contract.

26. DISPUTED WORK

If, in the opinion of the Service Provider, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will within five (5) days deliver to the Project Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Project Manager, or the time at which the Service Provider determines that they are required to perform such work, whichever occurs first.

The Service Provider will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Service Provider will not be entitled to payment if they fail to keep and produce such records.

27. SEVERABILITY

All articles of this Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining articles hereof will not be affected.



28. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Proponent and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Proponent and the Regional District. If such negotiations are unsuccessful, the Proponent and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Proponent and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

29. WAIVER OF TERMS AND CONDITIONS

The failure of either the Proponent or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Proponent or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

30. ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the Proponent and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Proponent agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.



Appendix "D"
CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ADM-24-01 – Cultural Funding Review

Proponent Name: _____

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Vendor with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Signature of Person Making Disclosure

Print Name of Person Signing Disclosure

Date Signed