REQUEST FOR PROPOSALS

FOR

CONFERENCE AUDIO & RECORDING SYSTEM

RFP #: R18-398
ISSUED ON: March 21, 2018
CLOSING DATE AND TIME: April 11th, 2018 at 3:00pm Local Time
SITE MEETING: March 29, 2018 at 10am at the Woodhaven Meeting Room, 1450 KLO Road, Kelowna, BC
Summary, Contents & Instructions:

Summary:
Through this Request for Proposals, the Regional District of Central Okanagan invites Proposals for the supply and installation of a new conference audio system to be installed at its main board room for use with audio and recording at meetings of elected officials, plus other public meetings. The Supplier will also supply associated services such as design, delivery, training and any required warranty work.

The Regional District anticipates awarding a contract as a result of this RFP by April 12th, 2018. The Equipment is to be installed and commissioned as soon as possible, and no later than June 30th, 2018. The Supplier must have their design representative attend the work location on or before April 13th, 2018 in order to co-ordinate any design work with electrical works which are ongoing during that day.

This RFP document sets-out: the details of the Equipment and Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal.

Contents:
This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Equipment & Services** – full details of the Equipment & ancillary Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the Regional District will enter into with the selected Supplier
- **Part D: Submission Forms** – the forms a Respondent should submit in their Proposal

Instructions:
Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:
Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
Part A: The Equipment & Services

This Part A provides details on the Equipment and Services required by the Regional District of Central Okanagan. Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

1. Overview & Background:
The Regional District of Central Okanagan has its main administration office at 1450 KLO Road, Kelowna, BC. Within this office is the “Woodhaven” Board Room, where the Regional District’s Board of elected officials hold public and in-camera meetings as part of the Regional District’s governance.

Meetings of the Regional Board require the use of an audio and recording system, in order to provide audio through speakers for attendees, and also to record all discussion at the public meeting.

The Woodhaven Room currently has a Beyerdynamic audio and recording system which was installed in 2010 and now requires replacement. This RFP will be to select the Supplier to design, supply and install the replacement system.

2. Schedule:
The Regional District anticipates awarding a Contract for this work by April 12th, 2018.

The Supplier shall commence the Design work, and attend the worksite on April 13th, 2018 in order to co-ordinate the design work with electrical works which are currently ongoing at this location.

Total performance of all work must be complete no later than June 30th, 2018.

3. Equipment Required (Specifications):
The Supplier shall supply a wired conference audio and recording system, suitable for use in a municipal council chamber-like setting, which meets the following requirements:

3.1. Provides wireless conference audio, for 18 to 22 wired microphones, in a ‘U-shaped’ setting for the Woodhaven Board room (picture attached in Exhibit A);
3.2. System to have the ability to be upgraded to a visual (video) system in the future, with no negative impact on the audio system;
3.3. System to be able to record audio of a meeting;
3.4. System to be able to have more than 3 microphones on and active at the same time;
3.5. Chair’s microphone (centre of U-shape) to have control to disable all microphones; and
3.6. Microphone wiring to be installed under boardroom table and connected to electrical floor box at the head of the table.

4. **Ancillary Services Required:**
   The following Services will be required, in support of the supply and installation of the Equipment:

4.1. **Design:** design the audio system to work at optimal efficiency while meeting the requirements outlined. Designs shall be co-ordinated with the Regional District and the Regional District’s electrical Supplier that will be re-configuring electrical outlets and cabling in the Woodhaven meeting room during April 13-18, 2018.

4.2. **Delivery & installation:** deliver, install and commission the Equipment, so that the Equipment is ready to use by the Regional District

4.3. **Training:** provide a minimum 2 hour training session for Regional District staff on how to use the Equipment.

4.4. **Warranty work:** the Supplier shall provide all warranty work, as detailed in the Contract.

4.5. **Removal of Current Audio System:** the Supplier shall remove the existing audio equipment. The current system is a Beyerdynamic MCW-3 system and includes: master power supply, software controller license, Chairperson gooseneck, 12 goosenecks, 4 delegate stations, transformer.

5. **Pre-Requisites for the Supplier:**
   The Supplier, shall be a company specialized in audio equipment of this nature. For warranty work purposes, the Supplier must have an office or facility where its staff are located, which is within a 2 hour drive of Kelowna, BC.
Part B: The RFP Process

This Part B details the terms and conditions of how this RFP process will be run by the Regional District, and how the Supplier will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. RFP Contact Person:

The sole point of contact at the Regional District for any queries or questions related to this RFP is:

- Andy Brennan, Purchasing Consultant
- purchasing@cord.bc.ca

The above-named RFP Contact Person is the only person that any Respondent to this RFP may contact during this RFP process. Information obtained from any source other than the RFP Contact Person is unofficial and must not be relied upon as part of this RFP. Respondents must not contact any other employees, officers, consultants, agents, elected officials or other representatives of the Regional District regarding matters related to this RFP. Any Respondent found to have contacted persons other than the RFP Contact Person, may be disqualified from submitting a Proposal, or have their Proposal rejected.

All questions regarding this RFP must be submitted in writing prior to the Deadline for Questions detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits. The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the Regional District shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the Regional District’s discretion through the issuance of an addendum to this RFP.

<table>
<thead>
<tr>
<th>Event:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of this RFP</td>
<td>March 21, 2018</td>
</tr>
<tr>
<td>Site Meeting Date</td>
<td>March 29, 2018 at 10am</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>April 4&lt;sup&gt;th&lt;/sup&gt;, 2018</td>
</tr>
<tr>
<td>Last Day for Issue of Addenda</td>
<td>April 5&lt;sup&gt;th&lt;/sup&gt;, 2018</td>
</tr>
<tr>
<td>RFP Closing Date and Time:</td>
<td>April 11&lt;sup&gt;th&lt;/sup&gt;, 2018 at 3:00 PM</td>
</tr>
<tr>
<td>Notice of Award Date (estimated)</td>
<td>April 12&lt;sup&gt;th&lt;/sup&gt;, 2018</td>
</tr>
</tbody>
</table>

1.3. Site Meeting Details:

A non-mandatory site meeting will be held at the following time and place to answer any questions Respondents may have before submitting a Proposal:
1.4. Submission of Proposals (Address, Date & Time, Format):
Proposals to this RFP should be submitted in accordance with the following:

- **Email Address**: Proposals must be submitted by email to: purchasing@cord.bc.ca
- **RFP Closing Date and Time**: Proposals must be received no later than the time and date written in section 1.2 of this Part B.
- **Format**: One copy containing all of the information required in the forms listed under Part D – Submission Forms

The complete Proposal must be received at the email address detailed above no later than the Closing Date and Time. It is the Respondent’s sole responsibility to ensure that the electronic Proposal is received before the RFP Closing Date and Time. Electronic Proposals must not exceed 10 megabytes in total email size. The Regional District assumes no responsibility for the receipt of email Proposals and will not be liable to any Respondent if for any reason a Proposal is not properly received prior to the Closing Date and Time. Proposals that are not received on or before the Closing Date and Time will not be considered any further in the RFP process.

2. Definitions Used in this RFP:

The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out in this section.

- **“Addenda” or “Addendum”** means additional information or amendments to this RFP, issued by the Regional District in accordance with Section 5 of this Part B.
- **“Regional District”** means the Regional District of Central Okanagan.
- **“Contract”** means a written agreement for the provision of the Equipment and Services that may result from this RFP, executed between the Regional District and the successful Respondent.
- **“Supplier”** means the successful Respondent to this RFP who enters into a Contract with the Regional District.
- **“Closing Date and Time”** means the date and time that Proposals to this RFP must be received by in accordance with Section 1.4 of this Part B.
- **“Proposal”** means a Proposal submitted by a Respondent in response to this RFP.
- **“Respondent”** means a person or entity that submits a Proposal to this RFP.
- **“RFP”** means this Request For Proposals # R18-398, including all Parts A to D.
- **“Section”** means the numbered section of the referenced part of this RFP.
- **“Equipment”** means the Equipment which the Regional District seeks to be provided by the Supplier, as outlined in Part A.
- **“Services”** means the ancillary services which the Regional District seeks to be provided by the Supplier, as outlined in Part A.
2.12. “Sub-Contractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Equipment or Services, in a subordinate relationship to the Respondent.

2.13. “Manufacturer” in respect of a particular material or component of the Equipment means the manufacturer of that material or Equipment (or component thereof).

3. Amendment of a Proposal by Respondent:
   A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments must be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B. Amendments to a Proposal must be clearly labelled as such, must contain the RFP reference number and title, and the full legal name and legal address of the Respondent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.

4. Withdrawal of a Proposal by Respondent:
   A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time.

5. Addenda Issued by Regional District:
   This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Regional District may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (website location). Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Regional District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the Regional District may extend the Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

   Proposals should confirm receipt of all Addenda in Appendix A – Certification Form of their Proposal.

6. Evaluation of Proposals & Award of Contract:
   The Regional District will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include the Regional District’s Purchasing Manager and stakeholders, as well as key Regional District employees. The Regional District’s intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.
6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

<table>
<thead>
<tr>
<th>Mandatory Criteria:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4</td>
</tr>
<tr>
<td>2 The Proposal must include the following completed form:</td>
</tr>
<tr>
<td>• Appendix A – Certification Form</td>
</tr>
</tbody>
</table>

6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

<table>
<thead>
<tr>
<th>Scored Criteria</th>
<th>Weighting</th>
<th>Minimum Score (Out of 100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contract Price (based on Appendix B submission)</td>
<td>50%</td>
<td>NA</td>
</tr>
<tr>
<td>Overview of Proposed Equipment (based on Appendix C submission)</td>
<td>20%</td>
<td>50</td>
</tr>
<tr>
<td>Proposed Schedule (based on Appendix D submission)</td>
<td>10%</td>
<td>50</td>
</tr>
<tr>
<td>Experience &amp; References (based on Appendix E submission)</td>
<td>20%</td>
<td>50</td>
</tr>
</tbody>
</table>

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

6.3. Scoring Method:

The following method will be used to score the scored criteria:

- Total Contract Price: Total Contract Price will be scored relative to other Respondents’ Total Contract Prices using the following formula:
  \[ \text{Score} = \frac{\text{Lowest Total Contract Price}}{\text{Respondent’s Total Contract Price}} \times \text{Weighting} \]
- Other Criteria: All other criterion (except Total Contract Price) will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the Regional District will allow the following remedies and clarifications at its sole discretion:
Remedy for missing Mandatory Criteria: If the Regional District finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the Regional District may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the Regional District to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.

Clarification of Proposals: During evaluation of the scored criteria, the Regional District may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Regional District may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Respondents:
Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the Regional District. In the event that two or more Proposals have an equal total weighted-scored, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the Regional District.

6.6. Conclusion and Execution of a Contract
Neither the Regional District nor any Respondent will be legally bound to provide or purchase the Equipment or Services until the execution of a written Contract. Following an invitation to a Respondent, by the Regional District, to conclude a Contract, it is expected that the Regional District and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the specifications, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The Regional District would seek to execute a Contract within 30 days of issuing an invitation to the Respondent to conclude a Contract. If the Regional District and Respondent do not, for any reason, execute a Contract within this time-period, the Regional District may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The Regional District may then continue this process until a Contract is executed, or there are no further Respondents, or the Regional District otherwise elects to cancel the RFP process entirely. For clarity, the Regional District may discontinue discussions with a Respondent if at any time the Regional District is of the view that it will not be able to conclude a Contract with that Respondent.
7. **Other Terms & Conditions of this RFP Process:**

   The following terms and conditions shall also apply to this RFP:

7.1. **Proposals in English:**
All Proposals are to be in the English language only.

7.2. **Only One Entity as Respondent:**
The Regional District will accept Proposals where more than one organization or individual is proposed to deliver the Equipment, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The Regional District will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Respondent may include the Sub-Contractor and its resources as part of the Proposal and the Regional District will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

7.3. **Proposals to Contain All Content in Prescribed Forms:**
All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Regional District may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. **References and Experience:**
In evaluating a Respondent’s experience, as per the scored criteria, the Regional District may consider information provided by the Respondent’s clients on the projects submitted in the Proposal, and may also consider the Regional District’s own experience with the Respondent.

7.5. **RFP Scope of Work is an Estimate Only:**
While the Regional District has made every effort to ensure the accuracy of the Equipment requirements or Services described in this RFP, the Regional District makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Equipment and Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. **Respondent’s Expenses:**
Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Regional District, if required. The Regional District will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. **Retention of Proposals and FOIPPA:**
All Proposals submitted to the Regional District will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act (“FOIPPA”).
Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Supplier’s Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the Regional District’s obligations under FOIPPA and the Regional District’s limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. Clarification of Proposals:
The Regional District may, at its sole discretion, seek clarification from Respondents on any aspect of their Proposal, in order to clarify meaning, intent or to help inform the Regional District’s evaluation process outlined under Section 6 of this Part B.

7.9. Notification and Feedback to Unsuccessful Respondents:
At any time up until or after the execution of a written Contract with the Supplier, the Regional District may notify unsuccessful Respondents in writing that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with the Regional District’s Purchasing Agent in order to obtain feedback on how their Proposal faired in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the Regional District’s sole discretion in order to protect the confidentiality of other Respondents and the Regional District’s commercial interest.

7.10. Conflict of Interest:
All Respondents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The Regional District may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent’s conduct, situation, relationship (including relationships of the Respondent’s employees and Regional District employees) create or could be perceived to create a conflict of interest.

The Regional District may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.

7.11. Confidentiality:
All information provided to Respondents by the Regional District as part of this RFP process is the sole property of the Regional District and must not be disclosed further without the written permission of the Regional District.

7.12. No Contract A and No Claims:
This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) shall arise between the Regional District and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the Regional District are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Equipment.
Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the Regional District for any damage or other loss resulting from a Respondent’s participation in this RFP, including where the Regional District does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Regional District not execute a Contract with the Respondent for any reason whatsoever.

7.13. **Right to Cancel RFP:**
Although the Regional District fully intends to conclude a Contract as a result of this RFP, the Regional District may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.14. **Governing Law and Trade Agreements:**
This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.
CONTRACT FOR THE DESIGN, SUPPLY, DELIVERY & INSTALL OF EQUIPMENT

THIS AGREEMENT made as of __________, 20___ (the “Effective Date”)

BETWEEN:

Regional District of Central Okanagan,
1450 KLO Road
Kelowna, BC
V1W 3Z4
(the “Regional District”)

AND:

___________________

(the “Supplier”)

WHEREAS:

A. The Regional District requires the design, supply and delivery of a ____________ (the “Equipment”), as described herein and wishes to engage the Supplier to perform the said design, supply and delivery.

B. The Supplier has agreed to perform the said design, supply and delivery in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions. In this Agreement, the following words and terms, unless the context otherwise requires, will have the meanings set out below:

a. “Acceptance” means the point when the Supplier has completed Delivery of the Equipment to the Regional District, the Regional District has inspected the Equipment and has accepted the Equipment as meeting the requirements of the Contract Documents as far as the Regional District can reasonably establish upon visual inspection;

b. “Additional Compensation” has the meaning set out in Section 6;
c. “Agreement” means this Design, Supply and Delivery Agreement, inclusive of all schedules, appendices or exhibits attached hereto, as may be amended from time to time;

d. “Applicable Laws” means all statutes, regulations, bylaws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Supplier, any Subcontractor and the Services, all as may be in force from time to time;

e. “Business Day” means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;

f. “Contract Documents” means this Agreement, the Proposal, the RFP #_________ and such other documents as listed in this Agreement, including all amendments or addenda agreed to between the parties;

g. “Delivery” means the point when the Supplier delivers the Equipment to the Regional District in accordance with the requirements of the Contract Documents;

h. “Delivery & Install Services” has the meaning set out in Schedule B;

i. “Design Services” has the meaning set out in Schedule B;

j. “Delivery Date” has the meaning set out in Section 8.1;

k. “Effective Date” has the meaning set out above, and means the first day of the Term;

l. “Event of Default” has the meaning set out in Section 19.2 of this Agreement;

m. “GST” means the Goods and Services Tax payable pursuant to the Tax Legislation;

n. “Losses” means in respect of any matter all:
   i. Direct or indirect, as well as
   ii. Consequential,

   claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise);

o. “Manufacturer” in respect of a particular material or component of the Equipment means the manufacturer of that material or Equipment (or component thereof);

p. “Pre-Delivery Services” has the meaning set out in Schedule B;

q. “Premises” means ____________________;

r. “Equipment” means the ___________________ and related items to be Supplied to the Regional District by the Supplier, as more particularly set out in Schedule A of this Agreement;

s. “Equipment Specifications” has the meaning set out in Section 5.1;

t. “Project” means the Design, Supply and Delivery of ________________;

u. “Project Manager” is the person designated by each of the parties to administer this Agreement on their behalf and is named in Section 21 of this Agreement, and is subject to change in accordance with Section 21.5 of this Agreement;

v. “Proposal” means the response to the RFP submitted by the Supplier on _____, 20___ together with all correspondence between the Regional District and the Supplier related thereto;

w. “PST” means the Provincial Sales Tax payables pursuant to the Tax Legislation;
RFP# R18-398  Part C: The Contract
Conference Audio & Recording System

x. “RFP” means Request for Proposals #_______________ issued on ________, 20___;
y. “Services” has the meaning set out in Section 4.1;
z. “Standard of Work” means the highest of:
i. the standard imposed by law;
ii. the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
iii. the standard set forth in the Proposal;
iv. the standard set forth in the RFP; and
v. the standard otherwise prescribed in this Agreement;

aa. “Supply” and “Supplied” means the supply of the Equipment as outlined in the RFP and the Proposal, and includes all fabrication, manufacture and all components required to supply the completed Equipment to the Regional District, as per the Equipment Specifications and Contract Documents;

bb. “Supplier’s Personnel” means the Supplier’s staff who are assigned to this Agreement to undertake the Services;

cc. “Supplier’s Facility” means the Supplier’s business premises;

dd. “Subcontractors” means the independent consultants, agents, associates, subcontractors and other third parties retained by the Supplier to assist in the performance of the Services;

e. “Tax” means GST, PST and any other similar tax;

ff. “Tax Legislation” includes the Income Tax Act (Canada), Excise Tax Act (Canada), and all other similar legislation in effect from time to time;

gg. “Term” has the meaning set out in Section 4.3; and

hh. “WorksafeBC Legislation” means the Workers Compensation Act (British Columbia) and all regulations enacted pursuant to the Workers Compensation Act (British Columbia).

1.2 Interpretation. In this Agreement, including the recitals, Schedules and Appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

a. the recitals and heading to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;

b. each reference in this Agreement to “Section” or “Schedule” is to a Section of and a Schedule to, this Agreement;

c. each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;

d. each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;

e. words importing the singular include the plural and vice versa and words importing gender include all genders;

f. references to time of day or date mean the local date or time in the Pacific Time Zone of British Columbia;

g. all references to money means lawful currency of Canada;
h. the word “written” includes printed, typewritten, faxed, emailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
i. the words “include” and “including” are to be construed as meaning “including, without limitation”.

1.3 **Contract Documents.** The terms and conditions of the Contract Documents, whether or not attached to this Agreement, will be deemed to be incorporated into this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:

a. this Agreement including any amendments to this Agreement;
b. the schedules and appendices attached hereto including any amendments to the schedules and appendices attached hereto;
c. the Proposal; and
d. the RFP.

2. **SUPPLIER’S REPRESENTATIONS AND WARRANTIES**

2.1 **Representations and Warranties.** The Supplier represents and warrants that:

a. the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Design, Supply and Delivery;
b. the Supplier is a corporation duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the Province of British Columbia;
c. the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Agreement does or will constitute or result in a violation or breach;
d. the Supplier has a valid business license from ______________ and will maintain such business license in good standing for the Term;
e. all statements made by the Supplier in its Proposal are true and accurate;
f. the Supplier is authorized to sell the Equipment, and is authorized by Manufacturers of any constituent components of the Equipment to sell and use the components as per the Equipment Specifications.
g. the Supplier and the Supplier’s Personnel and Subcontractors have the skills, training, experience and expertise which are necessary to complete the Design, Supply and Delivery in accordance with the terms of this Agreement;
h. the Equipment meets or exceeds the Equipment Specifications and the Supplier will install the Equipment and any constituent components in accordance with the Manufacturer’s recommendations and requirements; and
i. all Equipment will be new and the model approved by the Regional District and free from
   defects and/or imperfections in material, workmanship or design.

2.2 **Survival.** The representation and warranties in Section 2.1 will survive the expiry or earlier
termination of this Agreement.

3. **PURCHASE OF THE EQUIPMENT**

3.1 Subject to the terms and conditions of this Agreement, the Regional District agrees to purchase,
and the Supplier agrees to sell, the Equipment listed in Schedule A of this Agreement for the prices
stated in Schedule C.

4. **SERVICES**

4.1 **Description of Services.** In addition to sale and Supply of the Equipment to the Regional District,
the Supplier will provide and be fully responsible for the following services (collectively, the
“Services”), as may be modified or amended pursuant to the terms of this Agreement:
   a. the Design Services and Delivery & Install Services described in Schedule B of this
      Agreement;
   b. the services described elsewhere in this Agreement;
   c. the services described in the RFP;
   d. the services which the Supplier agreed to provide in the Proposal; and
   e. any services not specifically covered in a., b., c., or d. above, but are reasonably inferable
      therefrom, or reasonably necessary for the safe and efficient Supply of the Equipment or
      completion of the Services.

4.2 **Provision of Service Inputs and Personnel.** The Supplier will provide all labour, supervision,
management, facilities, equipment, tools, supplies, fuel and materials necessary, appropriate or
incidental to the proper and complete execution of the Services. Schedule B describes in general
terms how the Supplier is to perform the Services. However, if there is any discrepancy in the
description of the requirements or any omission of criteria, whether or not identified by the
Regional District, which would be detrimental to the benefits intended to be provided to the
Regional District by this Agreement then the Supplier will rectify such discrepancy or omissions to
the satisfaction of the Regional District without further compensation.

4.3 **Term.** The Supplier will deliver the Equipment and complete all Services in accordance with the
timetable indicated herein and in the RFP. The Term will commence on the Effective Date and end
once the Equipment is delivered and all Services are complete.

4.4 **Standard of Care.** The Supplier will exercise such degree of care, skill, diligence and efficiency in
the performance of the Services as is required by this Agreement. The Supplier represents and
warrants that it has all the skills, qualifications, certifications and experience necessary to perform
the Services to the standard of work as contemplated by this Agreement and acknowledges that
its skills, qualifications, certifications and experience were a major factor in the selection of the Supplier for the work set out in the Agreement. The parties will act with utmost good faith towards each other in connection with this Agreement.

4.5 Remedy for Deficient Services. Without limiting any other remedy which the Regional District may have under this Agreement or at law, the Supplier at its sole cost upon written request of the Regional District will rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Section 4.4 or which have not otherwise been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the Regional District to satisfy the Regional District that the Services have been duly performed or rectified in accordance with the terms of this Agreement.

4.6 Cooperation and Coordination Regarding Performance of Services. The Supplier will cooperate and coordinate the performance of the Services with the Regional District’s personnel and the Regional District’s contractors, subcontractors, consultants and suppliers and all other tradespersons at the Premises, with a view to optimizing efficiency, achieving cost reductions, ensuring safety and minimizing delays. Notwithstanding the foregoing, the Supplier will have no liability for the acts or omissions of any persons for whom it is not responsible under the terms of this Agreement or at law.

5. EQUIPMENT SPECIFICATIONS AND DRAWINGS

5.1 Requirements. All Equipment Supplied to the Regional District by the Supplier pursuant to this Agreement must comply with the specifications, requirements and drawings set out in the Contract Documents or as otherwise agreed in writing between the Regional District and the Supplier (the “Equipment Specifications”)

6. CHANGES TO EQUIPMENT OR SERVICES

6.1 Right to Make Changes to Equipment. The Regional District may request that the Supplier make changes to the Equipment Specifications specified in the Contract Documents, in which case the Regional District and the Supplier will agree, in writing, what the specific change, amendment or addition is and what additional cost, if any, will be added (the “Additional Compensation”) to the Pricing specified in Schedule C. It is explicitly understood that the Regional District will not compensate the Supplier for any Additional Compensation which was not pre-approved in writing by the Regional District’s Project Manager.

6.2 Right to Make Changes to Services. The Regional District may request that the Supplier perform additional work beyond the scope contemplated by the Contract Documents in which case the Regional District and the Supplier will agree, in writing, what the additional Services will be and what additional cost, if any, will be added (the “Additional Compensation”) to the Pricing specified in Schedule C. It is explicitly understood that the Regional District will not compensate the
Supplier for any Additional Compensation which was not pre-approved in writing by the Regional District’s Project Manager.

7. **COMPENSATION**

7.1 **Equipment Price.** The price for the Equipment is set out in Schedule C will remain fixed for the Term of this Agreement, unless any Additional Compensation is agreed in writing as set out in Section 6.

7.2 **Service Prices.** The price for the Services is set out in Schedule C and will remain fixed for the Term of this Agreement, unless Additional Compensation is agreed in writing as set out in Section 6.

7.3 **Supplier’s Costs.** The prices for the Equipment and Services set out in Schedule C include all of the Supplier’s profit and all of the Supplier’s costs whatsoever, including storage, labour, supervision, management, facilities, overhead, office expenses, equipment, transportation, fuel, delivery, brokerage costs, import duties, taxes (except GST and PST on the Equipment and Services as applicable which will be itemized separately), tools, supplies, components and materials.

7.4 **Payment.** The Supplier will be paid on the basis and at the times set out in Schedule C and Section 15 of this Agreement.

8. **SCHEDULE**

8.1 **Delivery Date.** The Supplier will complete Delivery of the Equipment, in accordance with Schedule B, no later than ______________ (the “Delivery Date”).

8.2 **Changes to the Schedule.** The Regional District may change the Delivery Date by agreeing the change in writing to the Supplier. Notwithstanding the foregoing, the Delivery Date will not occur before ____________.

9. **TITLE AND RISK**

9.1 **Risk.** The Equipment will be at the Supplier’s sole risk for any loss or damage until the Supplier has completed the Delivery, and Acceptance of the Equipment has been confirmed by the Regional District in accordance with Section 10 and Schedule B.

9.2 **Title.** Title to the Equipment will automatically pass to the Regional District upon completion of the Delivery plus Acceptance by the Regional District in accordance with Section 10 and Schedule B. The Supplier will deliver to the Regional District any documentation, including a bill of sale, which the Regional District may reasonably require to evidence the transfer of title in and to the Equipment to the Regional District, free and clear of all liens, charges and encumbrances.
10. ACCEPTANCE

Upon Delivery, and within a reasonable timeframe as agreed between the Supplier and the Regional District, the Regional District will complete a visual inspection of the Equipment in order to verify, as much as can be reasonably verified upon visual inspection, compliance with the Contract Documents. Once the Regional District confirms the Equipment has been delivered and is in compliance with the Contract Documents, this will be deemed the Regional District’s Acceptance and that date will be considered the “Acceptance Date”.

11. EQUIPMENT WARRANTY

11.1 Warranty. The Supplier will deliver to the Regional District all such documentation as the Regional District may reasonably require to evidence that the Equipment is subject to a warranty by the Supplier, in addition to warranties provided by Manufacturers of component parts, on terms which are acceptable to the Regional District. If any warranties are issued to the Supplier and not the Regional District, the Supplier will take all such further steps and actions as may be required to assign the benefit of such warranties to the Regional District.

11.2 Warranty Period. At a minimum, the Supplier will warranty the Equipment against any defects in material or workmanship for a period of ________ months from the Acceptance Date.

12. SUBCONTRACTORS

12.1 Use of Subcontractors. The Supplier may retain Subcontractors to assist in the performance of the Services, provided that:
   a. the Supplier will not subcontract all or substantially all of the Services to a Subcontractor;
   b. the Supplier will require that the terms of this Agreement apply to the Subcontractors; and
   c. the Supplier will be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.

12.2 Standard of Care of Subcontractors. The Supplier represents to the Regional District that all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the standard of work required. The Supplier will cause all Subcontractors to exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by this Agreement.

12.3 Subcontractor Approval. The Supplier will only retain Subcontractors approved by the Regional District in writing.

12.4 Subcontractor Changes. The Supplier will not change any Subcontractor without the prior written approval of the Regional District. The Regional District may, from time to time, where it reasonably believes reasonable performance is not being met by any Subcontractor(s), request changes to the Supplier’s Subcontractors, and the Supplier will comply with any such request.
13. **COMPLIANCE WITH LAWS AND TAXES**

13.1 **Compliance with Laws.** In carrying out its obligations hereunder, the Supplier will comply with, and will cause all Subcontractors to comply with, all Applicable Laws.

13.2 **Regulatory Compliance.** The Supplier will upon request by the Regional District provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of its Subcontractors. The Supplier accepts full and exclusive responsibility and liability, and will cause all Subcontractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers’ compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Supplier and the Subcontractors are subject.

13.3 **Permits and Licenses.** The Supplier represents and warrants that it or its Subcontractors has obtained and is in compliance with all requisite professional designations, authorizations and licenses necessary for the Supplier or its Subcontractors to supply the Equipment and provide the Services.

14. **RELATIONSHIP OF THE PARTIES**

14.1 **Status.** The Supplier is engaged as an independent contractor to the Regional District for the sole purpose of supplying the Equipment and providing the Services. Neither the Supplier nor any of the Supplier’s personnel is engaged as an official, officer, employee, servant or agent of the Regional District, and neither the Supplier nor any of the Supplier’s personnel will enter into or purport to enter into any contract or subcontract on behalf of the Regional District. All Subcontractors will be consultants, agents, associates or subcontractors, as the case may be, of the Supplier and will not be consultants, agents, associates or subcontractors of the Regional District. It is agreed and understood that the Supplier will act as an independent contractor to the Regional District and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Supplier is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.

14.2 **No Acceptance of Advantages or Benefits.** Neither the Supplier, nor any of its agents or employees (including Subcontractors) will give or offer to give to the Regional District or any official, officer, employee or agent of the Regional District any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or having done or forborne to do, any act in connection with this Agreement or the Services. Contravention of this provision will be deemed an Event of Default (as defined in Section 19.2) and will permit the Regional District to terminate this Agreement pursuant to Section 19.
14.3 **No Conflicts of Interest.** The Supplier declares to the best of its knowledge the Supplier and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any officials, officers or employees of the Regional District, that would cause a conflict of interest or be seen to cause a conflict of interest in supplying the Equipment or Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Supplier will declare it immediately in writing to the Regional District.

14.4 **No Third Party Rights.** Except as expressly set forth herein, nothing in this Agreement will be construed to give any rights or benefits to anyone other than the Regional District and the Supplier.

15. **PAYMENT**

15.1 **Invoicing.** The Regional District will not be required to make any payment to the Supplier under this Agreement until the Supplier delivers the Equipment to the Premises, completes all Services and Acceptance is confirmed by the Regional District as set out in Section 10. Following Acceptance, the Supplier will invoice the Regional District in full for the Equipment and Services.

15.2 **Submission of Invoices.** Subject to 15.1, the Supplier will submit invoices to the Regional District in respect of Equipment and Services delivered in accordance with the prices set forth in Schedule C. Each invoice will be clearly itemized to show this Agreement number, the Equipment delivered, Services completed, the GST, the PST and the Supplier’s GST number.

15.3 **Address for Invoices.** All invoices will be sent to the following address:

Regional District of Central Okanagan
Accounts Payable
1450 KLO Road
Kelowna, BC. V1W 3Z4

ap@cord.bc.ca

15.4 **Time for Payment.** Except for any amounts which the Regional District is in good faith disputing, any deficiency holdback the Regional District may claim, and any holdback required under applicable law, the Regional District will pay invoices within 30 days of receipt.

15.5 **Maintenance of Records.** The Supplier will keep books, records, documents, invoices, receipts and other evidence relevant to the purchase of the Equipment by the Regional District and the provision of the Services in accordance with generally accepted accounting principles.

16. **WORKSAFE BC COMPLIANCE**
16.1 Prior to commencing any Services, the Supplier must provide evidence that it is in good standing with WorkSafeBC.

16.2 **Payment of WorkSafeBC Assessments.** The Supplier agrees that it will at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon the Services. The Supplier agrees that the Regional District has the unfettered right to set off the amount of any unpaid premiums or assessments for such WorkSafeBC coverage against any monies owing by the Regional District to the Supplier. The Regional District will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of the Services have been paid in full.

16.3 **Special Indemnity Against WorkSafeBC Non-Compliance.** The Supplier will indemnify, and hold harmless the Regional District from and against all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
   a. Unpaid WorkSafeBC assessments of the Supplier or any other employer for whom the Supplier is responsible under this Agreement;
   b. the acts or omissions of any person engaged directly or indirectly by the Supplier in the performance of the Services, or for whom the Supplier is responsible at law and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of WorkSafeBC legislation.

This indemnity will survive the expiry or earlier termination of this Agreement.

17. **INSURANCE AND INDEMNITY**

17.1 **Supplier’s Insurance.** Without limiting any of its obligations or liabilities under this Agreement, the Supplier will obtain and continuously carry and will cause its Subcontractors to obtain and continuously carry during the term of this Agreement at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:
   a. Commercial General Liability insurance in sufficient amounts and description to protect the Supplier, its Subcontractors, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

   The limit of commercial general liability insurance will not be less than $2,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to Equipment and complete operations. The deductible will not exceed $5,000 per occurrence.

   The policy of insurance will:
      i. be on an occurrence form;
ii. add the Regional District and its officials, officers, employees and agents as additional insureds;
iii. contain a cross-liability or severability of interest clause;
iv. extend to cover non-owned automobile, contingent employer’s liability, blanket contractual liability, contractor’s protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

b. Automobile insurance covering all vehicles owned, leased or operated by the Supplier in connection with this Agreement including Third Party Legal Liability Insurance in an amount not less than $5,000,000 per occurrence.

c. All-Risks property insurance covering the Supplier’s property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the Regional District or its officials, officers, employees or agents (a “Waiver of Subrogation”).

17.2 The Supplier and each of its Subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

17.3 Neither the providing of insurance by the Supplier in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Supplier from any other provisions of the Contract Documents with respect to liability of the Supplier or otherwise.

17.4 The insurance coverage will be primary insurance as respects the Regional District. Any insurance or self-insurance maintained by or on behalf of the Regional District or its officers, officials, employees, or agents will be excess of the Suppliers’ insurance and will not contribute with it.

17.5 Prior to the Effective Date, the Supplier will provide the Regional District with evidence of all required insurance to be taken out in the form of a “Certificate of Insurance”.

17.6 The Supplier will provide in its agreements with its Subcontractors clauses in the same form as in this section 17.

17.7 The Supplier will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

17.8 **Responsibility and Liability.** The Supplier hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any willful misconduct or negligent act, error or omissions of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the terms of this Agreement.
17.9 **Indemnity.** The Supplier will defend, indemnify and hold harmless the Regional District, and all of its past and present directors, officers, officials, employees, agents and representatives from and against all losses of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:

a. the performance of the Services by the Supplier or the failure by the Supplier to perform the Services;

b. any willful misconduct or any negligent act, error or omission of the Supplier or any person for whom the Supplier is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss of damage or loss to property of any person, any claim or matter in dispute between the Supplier and any Subcontractor, and any failure or deficiency by the Supplier or any Subcontractor in providing the Services;

c. any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services and or the sale of the Equipment to the Regional District; and

d. any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or any attachment for debt, garnishee process or otherwise.

This indemnity will survive the expiry or earlier termination of this Agreement.

17.10 **Discharge of liens.** The Supplier will make all payments and take all other steps which may be necessary to ensure that all monies payable under this agreement, the Equipment, and any land owned by the Regional District, will be and remain at all times free from and not liable to any lien or charge at law or in equity, or to any claim of any liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise, and the Supplier will fully defend, indemnify and hold harmless the Regional District and all of its past and present directors, officers, officials, employees, agents and representatives, from and against all losses relating to such matters, and will, on demand, immediately cause any such lien, charge, claim or attachment to be removed or released from the records of the Land Title Office or Court in which the same may appear.

17.11 **Rectification of Damage.** The Supplier will rectify any loss or damage caused by the Supplier in the performance of the Services at no charge to the Regional District and to the satisfaction of the Regional District.

18 **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

18.1 The Supplier acknowledges that the Regional District is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the Regional District’s suppliers to protect all personal information acquired from the Regional District in the course of providing any Service to the Regional District.

19 **TERMINATION**
19.1 **Rights of Termination.** This Agreement may be terminated before completion of the Services and before the expiry of the Term, anything to the contrary herein notwithstanding, as follows:
   a. by the Regional District, at its option and for any reason in its sole discretion, upon 15 business days’ notice to the Supplier; or
   b. by the Regional District at its option, at any time after the happening of an Event of Default.

19.2 **Events of Default.** For the purposes hereof, an “Event of Default” will be deemed to occur if:
   a. the Supplier is in breach of any covenant, obligation or representation hereunder and such breach persists remedied for a period of ten Business Days after the Regional District has provided the Supplier with written notice of and particulars of the breach or alleged breach, provided that the Regional District may terminate without providing a cure period with respect to actions of the Supplier that are part of a continuing course of conduct in respect of which prior written notice has been given;
   b. Any Equipment which the Supplier has agreed to Supply to the Regional District does not meet the Equipment Specifications for that Equipment as determined by the Regional District;
   c. The Supplier is not able to Supply the Equipment by the Delivery Date or complete the Delivery Services by the completion date;
   d. There occurs or, in the reasonable opinion of the Regional District there exists a threat of, a strike lockout, work slow down, labour disturbance, or refusal to work by the employees or Subcontractors of the Supplier;
   e. The Supplier is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a Receiver or a Petition of Bankruptcy is made against it; or
   f. Any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the Regional District’s reasonable determination, have an adverse impact on the delivery of the Equipment or Services.

19.3 **Termination Payment.** Where this Agreement is terminated under Section 19.1, the Regional District will pay to the Supplier such part of the compensation as the Regional District, acting reasonably, determines has been earned by the Supplier to the date of termination less any amounts held by the Regional District on account of damages, losses or costs resulting from an Event of Default. Payment pursuant to this Section will not include any amounts for lost revenue or lost profit of the Supplier. Upon termination of this Agreement and payment as required hereunder, the Regional District will have no further obligation or liability to the Supplier with respect to compensation payable to the Supplier hereunder and may as a condition of final payment under this Agreement require the Supplier to execute and deliver a release and discharge in favour of the Regional District in relation to the compensation payable to the Supplier hereunder.
19.4 **Remedy for Default.** In the case of an Event of Default or if the Supplier fails to supply and provide the Equipment or Services or any part thereof in accordance with this Agreement, the Regional District may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Supplier all extra costs and expenses in doing so. The Regional District will be under no obligation to remedy any failure or deficiency on the part of the Supplier and will not incur any liability to the Supplier for any action or omissions in the course of its remedying or attempting to remedy any such failure or deficiency.

19.5 **Effect of Termination.** Termination of this Agreement for any reason will not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided herein.

19.6 **Suspension of Services.** The Regional District may, at any time and from time to time by delivery of notice in writing to the Supplier, suspend the performance of the Services for the period of time specified in such notice. In that event the Regional District will pay to the Supplier such part of the compensation as can reasonably be considered to have been earned by the Supplier to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Supplier will have no claim against the Regional District for any costs, expenses, damages or other liabilities suffered or incurred by the Supplier as a result of any suspension hereunder unless otherwise agreed by the Regional District in writing.

20 **ASSIGNMENT**

20.1 **No Assignment by Supplier without Consent.** The Supplier will not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of the Regional District, which consent may be unreasonably or arbitrarily withheld.

20.2 **Change of Control.** If the Supplier is a company, then any change in the control of the company will be deemed to constitute an assignment for the purposes of Section 20.1.

20.3 **Effect of Assignment.** No assignment permitted by the Regional District will relieve the supplier from any obligation under this Agreement or impose any liability upon the Regional District.

21 **CONTRACT ADMINISTRATION**

21.1 **Regional District Project Manager.** For the purposes of this Agreement, the Regional District designates ______________ as its Project Manager.

21.2 **Supplier Project Manager.** For the purposes of this Agreement, the Supplier designates ______________ as its Project Manager.
21.3 The Project Manager will be the primary point of contact for each party in the administration of this Agreement.

21.4 The Supplier’s Project Manager will meet with the Regional District’s Project Manager on a regular basis and at the time and place requested by the Regional District to address any issues which may arise under this Agreement.

21.5 Changes in Project Manager. Either party may change its Project Manager and/or its Project Manager’s address, telephone and/or email by written notice to the other party given in accordance with Section 22.1 of this Agreement.

22 NOTICES

22.1 Addresses for Notice. Any notice required or permitted to be given by one party to another pursuant to this Agreement must be in writing and will be validly given if delivered, transmitted by email or mailed in British Columbia by a pre-paid registered post to the parties as follows:

To the Regional District:

Regional District of Central Okanagan

To the Supplier:

Or to such other person or address as one party may advise the other in writing from time to time. Any notice given in accordance with this or any other provisions of this Agreement is deemed to be received on the day of delivery or transmission by email if a Business Date and if not a Business Day then on the next Business Day or if mailed, on the third Business Day following posting thereof.

23 TIME FOR PERFORMANCE

23.1 Time of the Essence. Time will be of the essence of this Agreement.

23.2 Unavoidable Delay. Notwithstanding Section 23.1, except for the performance of obligations to pay money, the time periods for the Regional District and the Supplier’s performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but in the case of the Supplier, expressly excludes any and all delays caused by the Supplier’s lack of financial resources.
or insolvency, strikes, lockouts or other withdrawals of services arising out of a labour dispute (including a strike, lockout, or other labour dispute) or labour affiliations of the Suppliers’ employees or Subcontractor’s employees, or governmental actions taken in the enforcement of law specifically against the Supplier or its Subcontractors. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

24  DISPUTE RESOLUTION

24.1 All claims, disputes or issues in dispute between the Regional District and the Supplier in relation to this Agreement will be decided by mediation or arbitration, if the parties agree, or failing agreement, by the courts pursuant to Section 24.5.

24.2 In the event that the parties agree to arbitration pursuant to Section 24.1, the arbitration will be conducted pursuant to the Commercial Arbitration Act (British Columbia) and will be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators will be agreed upon by the parties, and failing agreement by the parties, will be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.

24.3 If the parties agree to arbitration, the arbitration will take place in Kelowna, British Columbia and will be governed by the laws of British Columbia.

24.4 The procedure set out in this section is not meant to preclude or discourage informal resolutions of disagreements between the Regional District and the Supplier.

24.5 The laws of British Columbia will govern all disputes under this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.

24.6 All provisions of the International Sale of Goods Act (British Columbia) are specifically excluded from application to this Agreement.

25  GENERAL

25.1 Regional District Information / Approval. No reviews, approvals or inspections carried out or information supplied by the Regional District will derogate from the duties and obligations of the Supplier (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will remain with the Supplier. For greater certainty, any
information provided by the Regional District to the Supplier, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings or specifications, is provided to the Supplier for information purposes only and must be independently verified by the Supplier unless the Regional District otherwise agrees in writing.

25.2 **No Waiver.** No action or failure to act by the Regional District will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the Regional District.

25.3 **Severability.** The invalidity, illegality or unenforceability of any part or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

25.4 **Governing Law.** This Agreement will be construed under and according to the laws of the Province of British Columbia.

25.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

25.6 **Further Assurances.** Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

25.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

25.8 **Amendment.** This Agreement will not be amended except as specifically agreed in writing by both the Regional District and the Supplier.

25.9 **Joint and Several Liability of Joint Venture Participants.** If the Supplier is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Supplier will be joint and several.
25.10 **Enurement.** This Agreement will enure to the benefit of and be binding upon the Regional District and the Supplier and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

25.11 **Schedules and Appendices.** The Schedules and appendices attached hereto are hereby incorporated by reference in and form an integral part of this Agreement.

25.12 **Representation.** By executing this Agreement, the Supplier represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services including the site conditions at the Premises, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Supplier further acknowledges that this Agreement is sufficient for the proper and complete execution of the Supply of the Equipment and Services.

25.13 **Set-Off.** The Regional District may at its option, withhold and set-off against any amount owing to the Supplier (whether under this Agreement or otherwise) any amounts payable to the Supplier by the Regional District (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the Regional District as a result of any other claim it may have against the Supplier, whether such claim is at law or in equity or tort or on any other basis.

25.14 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together will constitute one and the same Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officer

**REGIONAL DISTRICT OF CENTRAL OKANGAN,**

By its Authorized Signatory(ies)

____________________________________
Signature

____________________________________
Name in Print

**<THE SUPPLIER>**

By its Authorized Signatory(ies)

____________________________________
Signature

____________________________________
Name in Print
SCHEDULE A – EQUIPMENT TO BE SUPPLIED
Without limiting the Supplier’s obligations under the Agreement, the Supplier will supply the following Equipment, as set out in this Schedule A:

- This section to be completed upon Contract execution

SCHEDULE B – SERVICES TO BE PROVIDED
Without limiting the Supplier’s obligations under the Agreement, the Supplier will provide the Services set out in this Schedule B during the Term:

- This section to be completed upon Contract execution

SCHEDULE C - REMUNERATION

- This section to be completed upon Contract execution
Part D: Submission Forms

This Part D contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

Part D Contents:
This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Pricing Form
- Appendix C – Proposed Equipment Form
- Appendix D – Proposed Schedule Form
- Appendix E – Experience & References Form
APPENDIX A – CERTIFICATION FORM

Respondents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

1. Respondent Details:

<table>
<thead>
<tr>
<th>Full Legal Name of Respondent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other “DBA” Names the Respondent Uses:</td>
</tr>
<tr>
<td>Registered Address:</td>
</tr>
<tr>
<td>Respondent Contact Person Name &amp; Title:</td>
</tr>
<tr>
<td>Contact Person Phone No.:</td>
</tr>
<tr>
<td>Contact Person Email:</td>
</tr>
</tbody>
</table>

2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Respondent, certify and acknowledge the following:

a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Equipment and Services detailed in Part A for the pricing submitted in this Proposal.

b. We certify that the statements made in this Proposal are true and submitted in good faith.

c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the Regional District and us, the Respondent, and that no contractual obligations shall arise between the Regional District and us, the Respondent, until and unless we execute a written Contract with the Regional District.

d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
   i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;
   ii. The Respondent has had access to confidential information of the Regional District which is not available to other Respondents to this RFP.
iii. The Respondent has influence over an employee of the Regional District who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the Regional District up until the Closing Date and Time:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Issued On Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

________________________
Signature of Respondent Representative

________________________
Name of Respondent Representative

________________________
Title of Respondent Representative

________________________
Date
APPENDIX B – PRICING FORM

Respondents must complete the requested pricing in all tables in this Appendix B – Pricing Form and include the completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

1. Pricing Basis:
   Pricing entered into the tables of section 2 below, shall be on the following basis:
   
   a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, except for the GST and PST which shall be itemized separately where indicated.
   b. The Equipment Price shall be all-inclusive and fixed, and shall include for any changes in; inflation, material or component costs, currency exchange rates, or other variable costs during the Contract Term.
   c. Service Prices shall be all inclusive and include for all labour, materials, supplies, travel, overheads and profit, insurance, and all other costs and fees necessary to deliver the Services outlined in Part A.
   d. Prices shall be firm for the entire Contract.

2. Equipment Price:

<table>
<thead>
<tr>
<th>EQUIPMENT ITEM:</th>
<th>FIXED LUMP SUM PRICE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference Audio System, as per the Proposal, and meeting the requirements of Part A.</td>
<td>$</td>
</tr>
<tr>
<td>Any other costs (specify if any)</td>
<td>$</td>
</tr>
</tbody>
</table>

   TOTAL LUMP SUM PRICE: (EXCLUDING TAXES): $ 

   GST: $ 

   PST: $
3. **Service Prices:**

<table>
<thead>
<tr>
<th>SERVICE ITEM</th>
<th>PRICE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery &amp; installation of all Equipment “CIF” to 1450 KLO Road, Kelowna</td>
<td>$</td>
</tr>
<tr>
<td>Design for new Equipment</td>
<td>No charge, incidental to Equipment</td>
</tr>
<tr>
<td>One Training Session for up to 3 people to provide training in use of new equipment</td>
<td>$</td>
</tr>
<tr>
<td>Removal and pack-up of existing audio system:</td>
<td>$</td>
</tr>
<tr>
<td>Labour for Repairs During Warranty:</td>
<td>no charge</td>
</tr>
<tr>
<td>Parts &amp; Materials for Repairs During Warranty Period:</td>
<td>no charge</td>
</tr>
<tr>
<td>Other Charges for Repairs During Warranty Period (please specify if any):</td>
<td>$</td>
</tr>
</tbody>
</table>
APPENDIX C – PROPOSED EQUIPMENT FORM

Proposals must include the details requested in this Appendix C – Proposed Equipment Form.

1. Proposed Equipment:

   Please provide full details of the audio and recording system proposed, which meets all requirements detailed in Part A. This should include details:

   - Details of the Equipment,
   - Details of the Equipment Warranty
   - Details of any software the audio equipment will need to work with for recording purposes.
APPENDIX D – PROPOSED SCHEDULE FORM

Proposals must include the details requested in this Appendix D – Experience Form.

1. Proposed Equipment:
Please provide full details of your proposed schedule for supplying and installing the Equipment, by detailing dates for the following milestones in your proposal:

Note: milestone dates should be based on a Contract Award date of April 12th, 2018.

- Contract Award: April 12th, 2018
- Equipment Delivered and Installed No Later Than
- Equipment Commissioned and All Services Complete
Proposals must include the details requested in this Appendix E – Experience & References Form, as detailed under Section 6.2 (Scored Criteria) of Part B. Respondents should provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Services. Respondents should note that the Regional District may request the Respondent to supply contact details for the client, and may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).

### Project Experience #1

<table>
<thead>
<tr>
<th>Client Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Date Respondent Started Work on Project:</td>
<td></td>
</tr>
<tr>
<td>Date Respondent Finished Work on Project:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Project and Services Respondent Performed:</td>
<td></td>
</tr>
<tr>
<td>Value of Respondent Contract on this Project (excluding GST):</td>
<td></td>
</tr>
</tbody>
</table>

### Project Experience #2

<table>
<thead>
<tr>
<th>Client Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Date Respondent Started Work on Project:</td>
<td></td>
</tr>
<tr>
<td>Date Respondent Finished Work on Project:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Project and Services Respondent Performed:</td>
<td></td>
</tr>
<tr>
<td>Value of Respondent Contract on this Project (excluding GST):</td>
<td></td>
</tr>
</tbody>
</table>

### Project Experience #3

<table>
<thead>
<tr>
<th>Client Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Date Respondent Started Work on Project:</td>
<td></td>
</tr>
<tr>
<td>Date Respondent Finished Work on Project:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Project and Services Respondent Performed:</td>
<td></td>
</tr>
<tr>
<td>Value of Respondent Contract on this Project (excluding GST):</td>
<td></td>
</tr>
</tbody>
</table>