

REQUEST FOR PROPOSALS

Title: Delivery of Benefits Performance Measure —Survey of Residents
Reference #: CBTSVY10
Issue Date: September 1, 2010

Purpose of the Request for Proposals (RFP):

Columbia Basin Trust (CBT) is seeking a qualified contractor to conduct a survey of Basin residents that will provide information for CBT's Delivery of Benefits performance measure.

Receipt Confirmation Form:

Proponents interested in responding to this Request for Proposal (RFP) are advised to fill out and return the Receipt Confirmation Form attached as Appendix A. All subsequent information regarding this RFP, including changes made to this RFP and notices regarding Proponent information meetings, may be directed to only those Proponents who return the form. Subsequent information regarding this RFP may also be posted on the Columbia Basin Trust (CBT) website, www.cbt.org.

Instructions for Proposal Delivery:

Closing Time: Proposals must be received on or before the following date and time:

Date: September 24, 2010
Time: 3:30 pm PT

Closing Location(s): Proposals must be received at one of the following location(s) or email address:

Columbia Basin Trust
Box 393, 512 8th N
Golden, BC
V0A 1H0

Email address: sdavis@cbt.org

Proposals sent by facsimile will not be accepted.

Number of Copies and Type of Submission:

If submitting hard copies, Proponents should submit three copies of their Proposal, plus one electronic copy on CD-ROM, in an envelope clearly marked with the name and address of the Proponent, the Request for Proposals title and reference number and addressed to the attention of Sara Davis. Proposals must include a signed Proposal Declaration.

If a Proposal is submitted by email, it shall be deemed received at the date/time stamped/tagged by CBT's email server. CBT's inability to receive an email or email attachment, for any reason, shall not constitute an exception to the mandatory requirement to respond before the Closing Time. A scanned copy of the signed Proposal Declaration Form must be included with the email.

Whether submitting by hard copy or email, it is the Proponent's responsibility to ensure that their Proposal has been received by the Closing Time, and in the form and with the content required by this RFP.

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1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) “CBT” means Columbia Basin Trust;
- b) “CBT Contact Person” is the person named in section 2 of this RFP;
- c) “Closing Location” is the location or locations specified on page 1 of this RFP;
- d) “Closing Time” is the date and time specified on page 1 of this RFP on which Proposals must be submitted to the Closing Location;
- e) “Service contract” means the written agreement resulting from this RFP executed by CBT and the Successful Proponent;
- f) “Proponent” means an individual or a corporation that submits, or intends to submit, a Proposal in response to this RFP;
- g) “Proponent Declaration” is the declaration set out in Appendix D which Proponents must submit with a Proposal;
- h) “Proposal” means a proposal submitted in response to this RFP;
- i) “must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration; and
- j) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.
- k) “Successful Proponent” means the successful Proponent to this RFP who enters into a written Service contract with CBT;

2. CBT Contact Person

All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at CBT’s option. No conversation will affect or modify the terms of this Request for Proposals or may be relied upon by any Proponent.

Name: Sara Davis
Phone: 250-344-2453
Fax: 250-344-7018
Email: sdavis@cbt.org

3. Proponent Information Meeting

An information meeting for Proponents may be held via teleconference at the following time:

Date: September 10, 2010
Time: 1:00 pm PT (2:00 pm MT)

Attendance is optional. Questions will be allowed at the Proponents’ meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the CBT Contact person designated above.

4. Background, Objectives and Deliverables

4.1 Background

The mission of CBT is to support efforts by the people of the Columbia Basin to create a legacy of social, economic and environmental well-being and to achieve greater self-sufficiency for present and future generations. CBT seeks to fulfill its mission by delivering benefits to the Columbia Basin in a range of ways. These include:

- providing resources and funding;

- focusing on local priorities and issues;
- bringing people together around key issues;
- providing useful, credible, accessible information;
- encouraging collaboration and partnerships; and,
- seeking ongoing input from Basin residents.

With such a broad mandate, CBT has adopted a performance measure which is a rating of effectiveness of how it fulfills its mission and mandate by Basin residents, to be measured through a survey instrument.

4.2 Objectives of RFP

This RFP is seeking a qualified contractor to develop and implement a survey of Basin residents that will serve as the performance measure for CBT’s Delivery of Benefits activities.

4.3 Deliverables

The Terms of Reference and the deliverables for the services that are sought under this RFP are set out in Appendix B.

5. Proposal Details

5.1 Format

The following format, sequence, and instructions should be followed in Proposals:

- a) all pages should be consecutively numbered.;
- b) proposals should include:
 - a table of contents including page numbers;
 - a short summary of the key features of the Proposal; and
 - the body of the Proposal, including all aspects noted in section 5.2.

5.2 Content

In order to receive full consideration during evaluation, Proposals should include a detailed response to the following:

- Fees and expenses (expenses incurred through travel will be paid as per CBT per diem rates as outlined in the Service Contract, Appendix C);
- A brief summary of prior experience in market research (including survey development and administration), in assessment of public stakeholder satisfaction processes, and in performance measurement; and,
- A brief outline of how the consultant would achieve the requirements described in this RFP, including in Appendix B.

6. Evaluation

This section details all of the mandatory and desirable criteria against which Proposals will be evaluated. Proponents should fully respond to all criteria in order to receive full consideration during evaluation.

6.1 Mandatory Criteria

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

Criteria
a) The proposal must be received at the Closing Location on or before the Closing Time.
b) The proposal must be in English.
c) The proposal must include the Proponent Declaration signed by an authorized signatory of the Proponent.

6.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following desirable criteria.

Criteria
d) Proposed methodology for meeting the deliverables outlined in Appendix B
e) Qualifications and experience, including experience as noted in item 5.2 of this RFP
f) Fees and expenses

7. Additional Terms and Conditions

7.1 Acceptance of Terms and Conditions

Submission of a proposal in response to this RFP indicates acceptance of all the terms and conditions set out in this RFP, including those set out on page 1 and those that are included in any addenda issued by CBT.

7.2 Modification of Terms

CBT reserves the right to modify the terms of this RFP at any time in its sole discretion, including the right to cancel this RFP at any time prior to entering into a Service contract with a Proponent.

If CBT determines that an amendment is required to this RFP, the CBT Contact Person will issue a written addendum that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is contained in a formal written addendum issued by the CBT Contact Person.

7.3 Late Proposals

It is the sole responsibility of the Proponent to ensure its Proposal is received at the Closing Location before the Closing Time. Proposals will be marked with their receipt time at the Closing Location. Proposals received after the Closing Time will not be accepted. In the event of a dispute, the proposal receipt time as recorded at the Closing Location shall prevail whether accurate or not.

7.4 Changes to Proposals

An amendment to a Proposal will be considered only if the amendment is received in writing at a Closing Location before the Closing Time. Amendments must be signed by an authorized signatory of the Proponent.

7.5 Proposal Validity

Proposals will be open for acceptance by CBT for at least 90 days after the closing date.

7.6 Completeness of Proposal

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

7.7 Evaluation

The evaluation of Proposals will be undertaken by an evaluation committee formed by CBT, which may consist of one or more persons. The evaluation committee may consult with others including CBT staff members, third party consultants and references, as the evaluation committee may in its discretion decide is required.

The evaluation committee will compare and evaluate all proposals to determine the Proponent(s) whose proposal(s) best meet the criteria identified in this RFP and is(are) therefore most advantageous to CBT. The evaluation committee may apply the criteria on a comparative basis, evaluating the proposals by comparing one Proponent's proposal to another Proponent's proposal.

7.8 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with CBT.

7.9 Service Contract

By submitting a Proposal, the Proponent agrees that, if CBT selects it as a preferred Proponent, the Proponent will enter into negotiations with CBT to finalize a service contract substantially on the terms set out in Appendix C.

If a written service contract cannot be negotiated within thirty days of notification of a preferred Proponent, CBT may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a service contract with another Proponent or choose to terminate the RFP process and not enter into a service contract with any of the Proponents.

7.10 Legal or Equitable Rights

Proponents will not acquire any legal or equitable rights or privileges relative to the goods or services sought under the RFP until, and only if, the Proponent and CBT enter into a service contract.

7.11 Conflict of Interest

Proposals will not be evaluated if the Proponent's current or past interests may, in CBT's opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the CBT Contact Person prior to submitting a proposal.

7.12 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with CBT or its representatives and consultants, relating to or arising from this RFP. If CBT elects to reject all Proposals, CBT will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Service contract, or any other matter whatsoever.

7.13 Limitation of Damages

CBT and its Board members, employees, representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a service contract or other activity related to or arising out of this RFP.

7.14 Currency and Taxes

Prices quoted are to be quoted in Canadian dollars and exclusive of the Harmonized Sales Tax.

7.15 Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Service contract and this should be clearly defined in the Proposal.
- b) Sub-contracting to any firm or individual whose current or past interests may, in CBT's opinion, give rise to a conflict of interest in connection with the project or program described in this RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed sub-contractor gives rise to a conflict of interest, the Proponent should consult with the CBT Contact Person prior to submitting a Proposal.

7.16 No Obligation to Proceed

- a) This Request for Proposals is not a tender or an agreement to purchase goods or services. CBT is not bound to select a preferred Proponent or to enter into a service contract with the Proponent who submits the lowest priced Proposal or with any Proponent, and CBT reserves the complete right to at any time reject all Proposals and to terminate this RFP process. CBT will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a service contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
- c) While CBT has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CBT, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

7.17 Liability for Errors

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

7.18 Ownership of Proposals

All proposals submitted to CBT become the property of CBT. They will be received and held in confidence by CBT, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP.

7.19 Use of Request for Proposals

Any portion of this document, or any information supplied by CBT in relation to this RFP may not be used or disclosed for any purpose, other than for the submission of Proposals. Without limiting the generality of the foregoing, by submitting a Proposal, the Proponent agrees to hold in confidence all information supplied by CBT in relation to this RFP.

7.20 No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee or representative of CBT, including the evaluation committee and any Board members of CBT, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by CBT.

Appendix A Receipt Confirmation Form

RFP Title: Delivery of Benefits Performance Measures—Survey of Residents

Reference: CBTSVY10

Closing Date: September 24, 2010

Closing Time: 3:30 PM PT (4:30 PM MT)

For any further distributed information about this Request for Proposals (RFP), please return this form as soon as possible to:

Name: Sara Davis
Address: PO Box 393, 512- 8th Avenue North, Golden, BC, V0A 1H0
Phone: 250-344-2453
Fax: 250-344-7018
Email: sdavis@cbt.org

All subsequent information regarding this RFP, including changes made to this RFP will be directed to only those Proponents who return the form.

Company Name: _____

Contact Person: _____

Title: _____

Street Address: _____

City: _____ **Postal Code:** _____

Province/State: _____ **Country:** _____

Fax Number: () _____ **Phone Number:** () _____

Email Address: _____

Appendix B Terms of Reference and Deliverables

Survey of Basin Residents for CBT Delivery of Benefits Performance Measure

Introduction

Columbia Basin Trust is seeking to engage a qualified contractor to assist with designing and implementing a survey of Columbia Basin residents. The survey will gauge residents' general awareness of CBT and its activities, as well as residents' overall perception of CBT's effectiveness in delivering on its mission and mandate. The data collected in the survey will be used to report out against CBT's Delivery of Benefits performance measure, the assessment of CBT's effectiveness by Columbia Basin residents.

Background

The mission of CBT is to support efforts by the people of the Columbia Basin to create a legacy of social, economic and environmental well-being and to achieve greater self-sufficiency for present and future generations.

CBT seeks to fulfill its mission by delivering benefits to the Columbia Basin in a range of ways through activities that are collectively known as "Delivery of Benefits." These activities include:

- providing resources and funding;
- focusing on local priorities and issues;
- bringing people together around key issues;
- providing useful, credible, accessible information;
- encouraging collaboration and partnerships; and,
- seeking ongoing input from Basin residents.

CBT has developed an overarching performance measure for its Delivery of Benefits activities, the assessment of CBT's effectiveness by Columbia Basin residents, and is moving forward with its implementation.

Measuring CBT's performance in the area of Delivery of Benefits is a challenge, given that the organization has a broad mission and mandate, plays a variety of roles (e.g. funder, facilitator, information resource, etc.), and its activities often have qualitative as opposed to quantitative outcomes. The work that CBT does and the variety of roles it plays are based on its charter strategic priorities, which are set in consultation with Basin residents.

CBT is accountable to Basin residents and the organization will be measuring how Basin residents' perceptions of CBT change over time, and in particular, assessing whether residents feel that CBT is making a positive difference in their lives and communities. This approach will allow CBT to capture a sense of whether its key stakeholders feel the organization is fulfilling its mandate. In addition, CBT will explore how residents feel that CBT is making a difference in order to understand the impacts of CBT's range of roles and its overall effectiveness.

CBT will report out against this measure in its Annual Report and Report to Residents, and set three-year targets related to the measure in its Service Plan. The Service Plan to be published in February 2011 will be the first to include three-year targets related to this measure.

Description of Duties & Deliverables


The successful proponent will:

- a) Develop an appropriate survey methodology for measuring residents' perceptions of CBT's effectiveness and design a survey which will gauge:
 - o Residents' level of awareness and knowledge of CBT;
 - o Residents' perceptions of CBT's effectiveness, including their perceptions of CBT's ability to make a difference in strengthening well-being in the Basin; and
 - o Residents' views as to how CBT is making that difference;
- b) Execute the survey to a statistically valid sample of residents across the Basin;
- c) Report to CBT on survey results and provide analysis; and
- d) Make recommendations around ongoing approach to the survey, including methodology, data collection, frequency and analysis.

Methodology and Timeline

It is anticipated that the successful proponent will commence survey development immediately, and that survey implementation would begin by October 25, 2010. The results of the survey and final report will be available to CBT by November 30, 2010, enabling the organization to set a baseline and three-year targets in the February 2011 Service Plan.

Appendix C Service Contract

	<p>SERVICE CONTRACT</p> <p>IMS #: Accounting Control No.: Project:</p>
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<p>COLUMBIA BASIN TRUST (“CBT”)</p> <p>located at the following address</p> <p>Suite 300, 445 – 13th Avenue Castlegar, BC V1N 1G1</p> <p>Fax: 250-365-6670</p> <p>Email:</p>	<p>(“Contractor”)</p> <p>located at the following address</p> <p>Fax:</p> <p>Email:</p>
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THE PARTIES AGREE TO THE TERMS ON PAGES 2 & 3 OF THIS SERVICE CONTRACT AND IN THE SCHEDULES OUTLINED BELOW

SCHEDULE “A” – SERVICES (For further details, refer to Schedule “A” attached)

Services:

Term: From and Including: _____ To and Including: _____

SCHEDULE “B” – FEES AND EXPENSES (For further details, refer to Schedule “B” attached)

Fees:	(including HST)	Expenses:	Maximum Amount:
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SCHEDULE “C” – Approved Subcontractor(s)	SCHEDULE “D” - Insurance
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SCHEDULE “E” - Privacy Protection	SCHEDULE “F” - Confidentiality
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SCHEDULE “G” - Additional Terms	
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<p>SIGNED AND DELIVERED on the ___ day of _____, 20___, on behalf of CBT by its duly authorized representative</p> <p>_____</p> <p>Signature</p>	<p>SIGNED AND DELIVERED on the ___ day of _____, 20___, on behalf of the Contractor (or by its duly authorized signatory or signatories if the Contractor is a corporation)</p> <p>_____</p> <p>Signature</p>
--	---

Print Name	_____
Print Name	

TERMS OF SERVICE CONTRACT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this contract. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this contract.
2. You must supply and pay for all labour, materials, supplies and approvals necessary or advisable to provide the Services.
3. You must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, supervised and, if required by applicable law, licensed and insured.
5. You must comply with our instructions in performing the Services, but not as to the manner in which those instructions are carried out except as specified in this contract.
6. You must, upon our request, fully inform us of all work you do and have done in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy of all material that has been produced or received by you or any subcontractor as a result of this contract (collectively, the "Material"), including, without limitation, accounting records, findings, software, data specifications, drawings, reports, and documents, whether complete or not.
9. You must treat as confidential all Confidential Information as defined in Schedule F and not permit its disclosure except as provided in Schedule F.
10. You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, and this contract does not require or authorize you to provide that access, you must advise the person to make the request to us except as by law or professional standards applicable to the "Contractor".
12. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
13. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any rights including moral rights, which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
14. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
15. You must procure, maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule "D", if any, as modified from time to time in accordance with our directions.
16. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this contract.
17. You must obtain all business licenses and permits and comply with all applicable laws, including without limitation all governmental and regulatory permits, the Workers Compensation Act of British Columbia and laws with regard to occupational health and safety, employment standards and environmental protection.
18. You must indemnify and save harmless us and our employees and agents (each a "CBT Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that a CBT Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by us. We are entitled to enforce the indemnity obligations of CBT Indemnified Persons on their behalf.
19. You must not assign any of your rights under this contract without our prior written consent.
20. You must not subcontract any obligation under this contract other than to persons listed in Schedule "C" without prior written consent. No subcontract, whether consented to or not, relieves you from any obligation under this contract. You must ensure that any subcontractor fully complies with this contract in performing the subcontracted Services.
21. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this contract.

22. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees. You are an independent contractor and not our employee, agent or partner.
23. You warrant that if the Services involve the supply of materials, then all such materials will be of the best quality and standard, will be new, and will be designed, manufactured and supplied in strict accordance with all requirements of this contract. If the services include work on tangible personal or real property, the Services will be free of all defects and deficiencies for a minimum period of 12 months from the date of completion or such longer period as specified in the contract.
24. You must not commit or purport to commit us to any obligation, including without limitation, payment of any money, except as specifically authorized by this contract.

PAYMENT

25. We must pay you the fees described in Schedule "B". We must pay you for expenses in accordance with Schedule "B" if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule "B" on account of fees and expenses.
26. You must submit written statements of account to us, supported by such documentation, as we may reasonably require, no sooner than the dates referred to in Schedule "B" as the "Billing Periods".
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
28. Unless otherwise specified in this contract, all references to money are to Canadian dollars.
29. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

30. We may terminate this contract for any reason on giving 10 days' written notice of termination to you. If we do so, for any reason other than your failure to comply with this contract, we must pay you that portion of the fees and expenses described in Schedule "B" which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this contract.
31. If you fail to comply with this contract, we may terminate it and pursue other remedies as well.
32. You must not terminate this contract for any reason, other than our failure to make payment to you in accordance with this contract when amounts are due.

GENERAL

33. If you are a corporation, you represent and warrant to us that you have authorized your signatory to enter into and execute this contract on your behalf without affixing your common seal.
34. You are deemed to have all the information required from us to perform the Services. If you require any additional information in our possession, you must request it from us and we will then make it available if we consider it pertinent to your performance of the Services.
35. This contract is governed by and is to be construed in accordance with the laws of British Columbia.
36. Time is of the essence in this contract.
37. Any notice contemplated by this contract, to be effective, must be in writing and either
 - a. sent by fax to the addressee's fax number specified in this contract,
 - b. delivered by hand to the addressee's address specified in this contract, or
 - c. mailed by prepaid registered mail to the addressee's address specified in this contract.
 - d. sent by e-mail to the addressee's e-mail address specified in this contract, with confirmation of receipt.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
38. A waiver of any term of this contract or of any breach by you of this contract is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
39. No modification of this contract is effective unless it is in writing and signed by the parties.
40. This contract and any modification of it constitute the entire contract between the parties as to performance of the Services.

41. All disputes arising out of or in connection with this contract or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.
42. Sections 6 to 14, 16, 19, 28, 30 to 33 and 42 continue in force indefinitely, even after this contract ends.
43. The schedules to this contract are part of this contract.
44. If there is a conflict between a provision in a schedule to this contract and any other provision of this contract, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this contract.
45. In this contract, “we”, “us”, and “our” refer to CBT alone and never refer to the combination of the Contractor and the CBT: that combination is referred to as “the parties”.
46. The contract may be entered into by each party signing a separate copy of this contract (including a photocopy or faxed copy) and delivering it to the other party by fax or e-mail.
47. In this contract,
 - a. “includes” and “including” are not intended to be limiting,
 - b. Unless the context otherwise requires, references to sections by number are to sections of this contract,
 - c. “we”, “us”, and “our” refer to CBT alone and not to the combination of the Contractor and CBT which is referred to as “the parties”, and
 - d. “attached” means attached to this contract when used in relation to a schedule
48. If Schedule G is attached, the additional terms set out in that schedule apply to this contract.

**Service Contract
Schedule "A" - Services**

Services:

Term:

Start Date:

End Date:

**Service Contract
Schedule "B" - Fees and Expenses**

ALLOWABLE RATES

1. Fees will be based on a rate of \$_____ per _____ (*Hour, Day, Month*) for _____ (*Name(s) of Contractor*) for those _____ (*Hours, Days, Months*) of the Term (and in the proportioned amount of the _____ (*Hourly, Daily, Monthly*) rate for part _____ (*Hours, Days, Months*) during which the Contractor is engaged in the fulfillment of their obligations under this Agreement, Eight (8) working hours being the equivalent of one day.

Fees may **NOT** be charged for time spent on contract negotiation, contract development, and invoicing. Time spent in travel required by this contract will be billed at one half (1/2) this daily rate. In no event will the fees payable to the Contractor in accordance with this Article exceed, in the aggregate, \$_____, before the Harmonized Sales Tax (HST).

With the prior approval of CBT, other qualified personnel may participate in the provision of the Services. A current resume of such other personnel and their charge-out rate must be supplied to CBT before commencement of work.

2. The following expenses not exceeding \$_____ in the aggregate, before the HST, will be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are in the opinion of CBT, necessarily incurred by the Contractor in the fulfillment of their obligations under this agreement.:

A. **Travel, Accommodation and Meal Expenses**

(i) **Meals:** BREAKFAST - \$11.50 LUNCH - \$13.25 DINNER - \$22.25 or receipts

(ii) **Accommodations:** (Receipts Required)

Contractors will be allowed to access Provincial Government Hotel rates while doing business on behalf of Columbia Basin Trust. A letter of authorization will be provided to the Contractor for such purpose. The Contractor should be guided by the rates set out in the following accommodation guide:

<http://pss.gov.bc.ca/csa/categories/accommodation/search/>

The most cost-effective hotel should be selected. If the Contractor cannot stay at any of the hotels listed in the guide, pre-approval to exceed these rates must be obtained from the Director, Finance and Operations: clloyd@cbt.org.

(iii) **Transportation:** (NO FIRST CLASS TRAVEL REIMBURSED)

Rental vehicle: Receipts required

Vehicle rental expenses will be allowed where it is justified, as a business need. Compact or intermediate rental cars should be used whenever available and practical.

Private Vehicle Mileage: \$0.50/KM. Vehicle owners are responsible for adequate insurance to cover business use on behalf of CBT.

Parking: Receipts required

Bus and Taxi: Receipts required

Air: Travel should be by the most economical commercial route. Receipt and flight coupon required for reimbursement.

B. **Other Expenses**

Your actual long distance telephone, fax, postage and other identifiable communication expenses; and

C. ***[Describe here if any other type of expense to be permitted.]***

3. The Contractor should submit to CBT _____ (*monthly/weekly/on completion of project*), and commencing no sooner than _____, 20__, a written statement of account or invoice containing:
- Your legal name and address;
 - The date of the statement, and the month to which the statement pertains;
 - The Contract # CORP XX
 - A description of this contract;
 - A statement number for identification;
 - Your calculation of all fees claimed for the period for which the statement is submitted, with HOURS AND DATES;
 - A chronological listing, in reasonable detail, of any and all expenses claimed by you for the period for which the statement is submitted with receipts, where applicable, attached; and
 - If you are a HST registrant, include this information on your invoice; and
 - Any other billing information reasonably requested by us.

4. **PAYMENTS DUE:**

Payments Due: Within ___ business days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

Service Contract
Schedule “D” – Insurance

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada:
 - a. Commercial General Liability in an amount not less than \$_____ inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this agreement and this insurance must:
 - (i) include CBT as an additional insured,
 - (ii) be endorsed to provide CBT with 30 days' advance written notice of cancellation or material change, and
 - (iii) include a gross liability clause, and
 - b. Professional Liability in an amount not less than \$_____ per occurrence and in the aggregate, insuring liability resulting from your errors or omissions in the performance of the Services.
2. All insurance described in paragraph 1 of this Schedule must:
 - a. be primary; and
 - b. not require the sharing of any loss by any insurer of CBT.
3. You must provide to us when requested by us:
 - a. evidence in the form of a completed Certificate of Insurance of all required insurance; or
 - b. certified copies of required policies.
4. Notwithstanding paragraph 1(b) of this schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain-throughout the term of this agreement, that alternative in accordance with the terms of the approval.
5. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

Service Contract
Schedule "E" - PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Columbia Basin Trust (the "Public Body") and (the "Contractor"):

Definitions

1. In this Schedule,
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Service Contract
Schedule "F" - Confidentiality**

AGREEMENT TO ACT IMPARTIALLY AND KEEP INFORMATION CONFIDENTIAL

In this Agreement "Confidential Information" means information provided to, gathered, received by or developed by the Contractor as a result of this Agreement or providing the Services. Such information includes, but is not limited to the Materials, information relating to policies, management, governance, projects, funding investments, procedures, systems, business plans, stakeholders, regulatory applications, business or financial plans, research, data strategies, proposals developed by or belonging to CBT or its subsidiaries. Such information does not include (i) information in the public domain, (ii) information released from this Agreement by written authorization of CBT or (iii) information which is part of the general skill and knowledge of the Contractor and does not relate specifically to CBT or its subsidiaries.

In consideration of being retained by CBT to provide services as described in the aforementioned deliverables described in SCHEDULE "A", the Contractor acknowledges and agrees as follows:

1. Contractor, at all times, will act independently and in the best interest of CBT, will be impartial and fair while participating or assisting in the required deliverables.
2. All rights, title and interest to, and in, any Confidential Information shall remain the exclusive property of CBT, if it originated with CBT, or the joint property of CBT; all Confidential Information obtained by the Contractor shall be held in trust and confidence by Contractor on behalf of CBT; and no license or any other right respecting any such Confidential Information is granted to the Contractor by implication or otherwise.
3. With respect to any and all Confidential Information disclosed to or obtained by the Contractor while participating or assisting in the performance of the Services, the Contractor shall not:
 - a) use, manipulate or exploit any such Confidential Information; or
 - b) disclose any such Confidential Information to any person who does not strictly require the Confidential Information, and then only to such representatives of the Contractor as may be reasonably required to review the Confidential Information, provided that the Contractor has first obtained agreements with such representatives to maintain the confidentiality of the Confidential Information; or
 - c) tamper with, amend, revise, modify, refine, customize, interfere with, adjust, enhance, reverse engineer, reverse compile, reassemble or alter in any way whatsoever all or part of any such Confidential Information; or
 - d) copy, reproduce in any form, or store in any retrieval system or data base any such Confidential Information, except as required solely for purposes of the contract.
4. With respect to any and all Confidential Information disclosed to or obtained by the Contractor while participating or in performing the Services, the Contractor shall:
 - a) use its best efforts to protect and keep confidential such Confidential Information, using a standard of care no less than the care that a careful and prudent person would be expected to employ for its own similar confidential information;
 - b) keep all such Confidential Information in a tangible form segregated from all of the Contractor's property and in a safe and secure environment, and protect and keep safe all such Confidential Information from any loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized copying, destruction, damage or interference whatsoever;
 - c) provide to CBT the originals and all copies of, and delete from all storage, retrieval systems and databases, all such Confidential Information immediately upon direction to do so from CBT, or upon completion of the Services, whichever occurs first; and
 - d) not, directly or indirectly, produce, supply or otherwise deal with any product or service which is based on, derived from or uses the Confidential Information.

Appendix D Proponent Declaration Form

Proponent Declaration:

All Proposals must be accompanied by the following declaration (which can be included in a cover letter referencing the Proposal):

The enclosed Proposal is submitted in response to CBT's RFP Reference # CBTSVY10 including any addenda. By submitting this Proposal, the Proponent agrees to all of the terms and conditions of the Request for Proposals. The Proponent has carefully read and examined the Request for Proposals, including the Administrative Section, and has conducted such other investigations as were prudent and reasonable in preparing the Proposal. The Proponent agrees to be bound by the statements and representations made in its Proposal.

Signature:	Legal Name of Proponent, and Doing Business As Name If Applicable:
Printed Name of Authorized Signatory:	Contact Information (Address, Email, Phone Number):
Title:	
Date:	

Appendix E Map of Columbia Basin

