



# REQUEST FOR PROPOSALS

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**Title:** Regional Broadband Assessment  
**Reference #:** CBTBB10  
**Issue Date:** July 19, 2010

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**Purpose of the Request for Proposals (RFP):**

Columbia Basin Trust (CBT) is seeking a qualified contractor to assist with research and analysis into market potential of the Columbia Basin region to support an open access network (OAN)/dark fibre backbone in the Columbia Basin region.

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**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](http://www.cbt.org).

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**Instructions for Proposal Delivery:**

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

**Date:** July 30, 2010  
**Time:** 3:30pm Pacific Time

Closing Location: Proposals must be received at the following location or email address.

Columbia Basin Trust  
445 13<sup>th</sup> Avenue, Suite 300  
Castlegar, BC  
V1N 1G1

Email address: [lerven@cbt.org](mailto:lerven@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 LISA ERVEN. 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 1.2 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) “Contribution Agreement” 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 Contribution Agreement 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:** Lisa Erven  
**Phone:** (250) 365-6633  
**Fax:** (250) 365-6670  
**Email:** lerven@cbt.org

## 3. Background, Objectives and Deliverables

### 3.1 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.

### 3.2 Objectives

CBT is interested in assessing if there is sufficient market potential in the Columbia Basin region to support a regional Open Access Network/dark fibre backbone, and if so, what business model(s) may support an Open Access Network/Dark Fibre Backbone in the region.

### 3.3 Deliverables

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

## 4. Proposal Details

### 4.1 Format

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

- a) all pages should be consecutively numbered.;
- b) proposals should be no more than **12 pages** long (excluding cover page) and should include:
  - a short summary of the key features of the Proposal; and
  - the body of the Proposal, including all aspects noted in Section 4.2.

### 4.2 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 Appendix D);
- Timeline of activities and estimated person hours to compete the work;
- A summary of the proposed team including CV's; and,
- A brief outline of how the consulting team would achieve the requirements described in this RFP.

## 5. 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.

### 5.1 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.

### 5.2 Desirable Criteria

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

Criteria
a) Demonstrated understanding of the services being sought under the RFP.
b) Proposed methodology for providing the services.
c) Qualifications, experience, and breadth of proposed consulting team.
d) Fees, expenses, timeline and hourly estimate for conducting and completing the Assignment.

## 6. Additional Terms and Conditions

### 6.1 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.

### 6.2 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 Contribution Agreement 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.

### **6.3 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.

### **6.4 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.

### **6.5 Proposal Validity**

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

### **6.6 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.

### **6.7 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.

### **6.8 Debriefing**

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

### **6.9 Contribution Agreement**

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 Contribution Agreement substantially on the terms set out in Appendix C.

If a written Contribution Agreement 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 Contribution Agreement with another Proponent or choose to terminate the RFP process and not enter into a Contribution Agreement with any of the Proponents.

### **6.10 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 Contribution Agreement.

### **6.11 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.

### **6.12 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 Contribution Agreement, or any other matter whatsoever.

### **6.13 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 Contribution Agreement or other activity related to or arising out of this RFP.

### **6.14 Currency and Taxes**

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

### **6.15 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 Contribution Agreement 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.

### **6.16 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 Contribution Agreement 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 Contribution Agreement 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.

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.

### **6.17 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.

### **6.18 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.

### **6.19 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.

### **6.20 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:** Regional Broadband Assessment

**Reference:** CBTBB10

**Closing Date:** July 30, 2010

**Closing Time:** 3:30pm Pacific Time

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

**Name:** Linda McInnes  
**Address:** Box 220, 220 Broadway, Nakusp, BC V0G 1R0  
**Phone:** (250) 265-9936  
**Fax:** (250) 365-6670  
**Email:** lmcinnes@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**

The successful proponent will:

- a) Assess the market for potential of the Columbia Basin region to support an OAN/dark fibre backbone that would provide high speed connectivity to the majority of communities in the Columbia Basin region,
- b) Evaluate the current business model of Columbia Mountain Open Network (CMON), and determine what, if any, potential roles CMON could play in proactively supporting regional connectivity,
- c) Assist CBT to develop an understanding of the issues, opportunities, benefits and potential for OAN/dark fibre backbone in the region,
- d) Assist CBT to define a role in promoting OAN,
- e) Assess relationship potential with service providers, community network operators, and independent corporations such as CPR to determine extent of existing infrastructure in the region and understand their potential role in a regional open access model or more broadly regional connectivity.

It is anticipated that the successful proponent will need to seek input from those working within or involved with an open access network in the Basin and from various other organizations and agencies (e.g. the Province of BC, other funders, etc).

The proponent must be available for this work commencing in August and must be able to travel in the Basin region as necessary.

## Appendix C Contribution Agreement



# Contribution Agreement

The Columbia Basin Trust wishes to contribute funding in order to enable the Recipient to serve the Program and Project goals outlined in Schedules “A” and “B”. This Agreement is made in duplicate as of **XXX** between:

**COLUMBIA BASIN TRUST**  
Suite 300 - 445 13<sup>th</sup> Avenue  
Castlegar, BC V1N 1G1

and

**XXX**  
**Xxx**  
**Xxx**

(“CBT”)

(the “Recipient”)

CBT and the Recipient agree to the following terms and conditions, including those contained in Schedules “A” and “B”:

### 1) Duration of the Obligations under this Agreement

- a) The obligations under this Agreement and Schedules “A” and “B” begin from the date the Agreement is signed by both parties, and, subject to prior termination in accordance with the terms of this Agreement, expire upon CBT’s acknowledgement of receipt of the Final Report, or receipt by the Recipient of the final payment of Funds under this Agreement, whichever is later (the “Term”). For the purpose of this Agreement, “Final Report” means the last required report under part D2 of Schedule A, which shall be subject to CBT’s review and approval, acting reasonably.
- b) The obligations in section 8 (item a), section 9, section 10 (items b, c and d), section 14 and section 15 continue after the end of this Agreement.
- c) The time periods noted in this Agreement are needed and enforceable.

### 2) Description of the Program/Project and Program/Project Costs

- a) The Recipient will implement and maintain the program and/or projects as outlined in Schedule “A” (the “Program”) and will operate the Program in accordance with the budget as described in Schedule “B”, all for the public purpose of CBT.

### 3) CBT Contribution

- a) CBT will contribute a maximum of **XXX** (the “Funds”) to fund the Program, as outlined in Schedules “A” and “B” and in accordance with this Agreement.
- b) All funds provided by CBT to the Recipient under this Agreement are paid as grants or subsidies, and the Recipient is not required to account for GST on these funds.
- c) Notwithstanding any other provision of this Agreement, the Recipient expressly acknowledges that CBT may terminate this Agreement on 90 days notice in writing to the Recipient in the event that there is any act, event, Force Majeure, or material adverse change in CBT’s financial position which is beyond the reasonable control of CBT which prevents or materially impairs CBT’s ability to make all or any part of the contribution of Funds as contemplated in this Agreement.

### 4) Delivery and Administration of the Program

- a) The Recipient, if a corporation or other statutory entity, will maintain its corporate existence in good standing throughout the Term of this Agreement.
- b) The Recipient will only use good business practices.
- c) The Recipient will carry out the Program diligently.

- d) The Recipient will not make any material change to the Program or the budget for the Program without the written consent of CBT. The Recipient will give written notice to CBT of any request to change the Program or to change the budget for the Program.
- e) The Recipient covenants with and warrants to CBT that:
  - i) the Recipient has the power and authority to enter into this Agreement; and
  - ii) all necessary corporate action has been taken to authorize the Recipient to execute and deliver this Agreement to CBT.

## **5) Financial Management**

- a) The Recipient will maintain accurate financial records with supporting receipts for the Program, and will provide same to the CBT on demand.
- b) The Recipient will pay all costs for the delivery of the Program.
- c) The Recipient must only use the Funds for the Program.
- d) If the Program costs are more than CBT's contribution, CBT is not responsible for payment of expenses exceeding the amount of the Funds.
- e) If there are unspent Funds after payment of Program costs:
  - i) if the CBT is the only financial contributor to the Program, the Recipient will return the unspent Funds to the CBT unless both parties agree that any unspent Funds will be used for further program development.
  - ii) if additional money for the Program is provided by other sources, the Recipient will reimburse CBT its proportionate share of the unspent money on request.
- f) Any interest earned on the money contributed by CBT will be used for purposes consistent with the Program.

## **6) Independence**

- a) The Recipient, its personnel, subcontractors and agents are independent contractors with no connection to CBT, except as expressly set out in this Agreement.
- b) The Recipient, its personnel, subcontractors and agents are not employees, servants, partners or agents of CBT.
- c) The Recipient and any subcontractors must pay or deduct required government remittance amounts including, without limitation, amounts for Canada Pension, Employment Insurance, Workers Compensation, other insurance, GST or income tax.
- d) If Workers Compensation coverage is required for all or any part of the Program the Recipient agrees to maintain WCB Coverage for the Term, and the Recipient shall supply CBT with confirmation of coverage on demand.

## **7) Compliance with Federal and Provincial Acts and Regulations**

The Recipient will comply with all Federal, Provincial and Municipal Government Acts, Laws, Bylaws and Regulations applicable to the implementation and maintenance of the Program. This includes, but is not limited to, the Criminal Records Review Act (pertaining to any person working with minors) and the Workers Compensation Act.

## **8) The Recipient Will Indemnify CBT and Maintain Insurance**

- a) The Recipient agrees to indemnify and save harmless CBT, its officers, directors, employees, servants and agents from and against any and all claims and demands, including those for any personal injury or death or for damage to or loss of property, arising from the Recipient's implementation and maintenance of the Program.
- b) The Recipient will maintain insurance coverage for general public liability and property damage for each incident including claims for bodily injury, death, or property damage arising out of the implementation and maintenance of the Program, all in amounts and with insurers as are reasonable having regard to the nature of the Program and all risks associated with the Program.
- c) The Recipient agrees to name CBT as an additional insured party on such instance.

- d) On demand, the Recipient will provide CBT with a cover note, certificate of insurance, or copy of each policy certified by the insurer showing CBT as an additional insured.

## **9) Non-Liability of CBT**

- a) This Agreement is an agreement for a contribution of Funds only, not a contract for services or a contract of service or employment. CBT's responsibilities with respect to the Program are limited to providing financial assistance to the Recipient towards the eligible costs of this Agreement. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.
- b) CBT shall not be liable for any injury to or loss suffered by the Recipient or any employee, officer, agent or contractor of the Recipient, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Program or to performance of any of the Recipient's obligations relating thereto under this Agreement.

## **10) Information and Disclosure**

### **a) Acknowledgement of CBT's Contribution**

Unless CBT otherwise requires, CBT's contribution to the Program will be acknowledged in all promotional and written materials relating to the Program. The following is an example of an acceptable acknowledgement statement: "( Recipient ) gratefully acknowledges the financial support of the Columbia Basin Trust, a regional corporation created to deliver social, economic and environmental benefits to the residents of the Columbia Basin." Unless CBT otherwise requires, CBT's logo must appear on all promotional material. The Recipient must ensure this and provide for it in contracts which involve the Funds. The Recipient will provide CBT with any promotional and written materials relating to the Program for review before making them public. A final copy of all promotional and written materials must be provided to CBT.

### **b) Confidentiality**

- i) The Recipient will keep any information about CBT which is otherwise not available to the public (the "Information"), including trade secrets, confidential, unless required by law to release such Information.
- ii) The Recipient will not disclose the Information without the written approval of CBT.
- iii) The Recipient agrees that the restrictions in this section are reasonable.

### **c) Freedom of Information and Protection of Privacy Act (British Columbia)**

- i) The Recipient acknowledges that CBT is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that CBT may be required by law to disclose information relating to the Recipient and the Program.
- ii) The Recipient agrees that any part of this Agreement, and any information received from the Recipient related to this Agreement (including any information contained in any application to CBT for funding), may be disclosed by CBT to the public in furtherance of CBT's public purposes. The Recipient hereby consents to the release of such information, and the Recipient acknowledges that this consent is made pursuant to Section 33.1(1) of the *Freedom of Information and Protection of Privacy Act*, if applicable.

### **d) Personal Information Protection and Electronic Documents Act (Canada)**

- i) The Recipient acknowledges that CBT is an organization with duties and obligations under the *Personal Information Protection and Electronic Documents Act* or its provincial equivalent, and CBT may be required by law to disclose information relating to the Recipient or other persons.
- ii) The Recipient agrees that any part of this Agreement, and any information received from the Recipient related to this Agreement (including any information contained in any application to CBT for funding), may be disclosed by CBT to the public in furtherance of CBT's public purposes. The Recipient hereby consents to the release of such information, and the Recipient acknowledges that this consent is made pursuant to the provisions of the *Personal Information Protection and Electronic Documents Act*, if applicable.

## **11) License**

The Recipient agrees that CBT shall have a non-exclusive, non-expiring license to use all of the products, work and copyrights arising from this Agreement and/or the Program in support of CBT's public purpose.

## **12) Dispute Resolution**

- a) Any dispute arising between the parties under this Agreement will be submitted to mediation.
- b) If mediation fails to resolve a dispute, the parties agree that a single arbitrator will be appointed to resolve the dispute.
- c) CBT and the Recipient will agree upon the mediator or arbitrator, and will share the cost equally.
- d) If agreement cannot be reached on the mediator or arbitrator within 7 days, the President of the British Columbia Arbitration & Mediation Institute (the "Institute") will appoint a mediator or single arbitrator, as required.
- e) The Rules of the Institute will apply to the process.

## **13) Non-Compliance and Termination**

Time is of the essence of this Agreement and if:

- a) the Recipient fails to observe, perform, or comply with any provision of this Agreement;
- b) any representation or warranty of the Recipient is or becomes untrue; or
- c) the Recipient becomes insolvent or bankrupt or is unable to perform its obligations under this Agreement,

then CBT may:

- d) require the Recipient to deliver to CBT a written report evaluating the condition of the Recipient and the Recipient's ability to perform the Agreement;
- e) subject to such conditions as CBT may stipulate, extend the time for the Recipient to perform some or all of the Recipient's obligations under this Agreement;
- f) perform the Recipient's unperformed obligations under this Agreement, in which case the Recipient agrees to indemnify CBT from all costs of such performance;
- g) suspend, postpone or stop further funding under this Agreement;
- h) require the Recipient to account for all Funds received by the Recipient under this Agreement;
- i) require the Recipient to repay some or all of the Funds;
- j) pursue legal action against the Recipient; and/or
- k) terminate this Agreement, in which case the Recipient will immediately repay the Funds to CBT without prejudice to any other right or remedy CBT may be entitled to pursue.

## **14) Audit**

The Recipient agrees:

- a) to maintain complete and proper progress, personnel and financial records related to the Project and this Agreement in a reasonable form and in accordance with good business practices;
- b) to permit CBT, its agents, and/or its auditors to inspect all such records and reports at all reasonable times, including after termination of the Term and/or after termination of this Agreement;
- c) to provide on request to CBT, its agents and/or its auditors any information (including copies of documents) related to the Program; and
- d) to co-operate fully with reasonable requests of CBT's auditors.

## **15) Cooperation with Evaluation**

The Recipient agrees to cooperate with all of CBT's reasonable requests in order to assist CBT in evaluating the Program and the Recipient's performance under this Agreement.

## **16) Changes to this Agreement or to the Participants in this Agreement**

- a) Changes to this Contribution Agreement must be agreed to in writing by both the CBT and the Recipient. No oral agreements can amend this Agreement.

- b) There are no representations, warranties, collateral agreements, or conditions except as specified in this Agreement.
- c) This Agreement will bind and benefit permitted successors and assigns of the Recipient and of CBT.
- d) Any assignment or transfer of the Recipient's rights or duties and obligations under this Agreement requires the consent in writing of CBT.
- e) If a court decides that any part of this Agreement is not valid, then the CBT and the Recipient will agree on substitute language, which accomplishes a legally similar purpose, and any disagreement respecting such language shall be settled pursuant to Section 12.

**17) Assurance of Cooperation**

- a) The Recipient will do everything reasonably necessary to accomplish the goals of the Program as set out in the Schedules to this Agreement.

**18) Laws of British Columbia**

- a) The laws that apply in British Columbia govern this Agreement, and the parties agree to attorn to the jurisdiction of the courts of British Columbia.

**19) Notices of change**

- a) Any notice required or permitted to be given under this Agreement may be given in writing if sent by personal delivery or registered or certified mail to the other at the address given above.
- b) Notice is effective upon receipt by personal delivery or three days after mailing.

**20) Entire Agreement**

- a) This Agreement replaces any and all previous agreements which have been entered into between CBT and the Recipient in relation to the Program.

CBT and the Recipient confirm their agreement to the terms of this Contribution Agreement by having their authorized persons sign below.

**XXXX**

**COLUMBIA BASIN TRUST**

**Signature:**\_\_\_\_\_

**Signature:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Dated:**\_\_\_\_\_

**Dated:**\_\_\_\_\_

## SCHEDULE "A"

Recipient: XXX

Program Name: XXX

Project Name: XXX

### A. Program Description

*Insert Program Description here*

The Recipient and CBT enter into this agreement for the purposes of providing resources to support the Recipient's costs associated with XXX

### B. Project Goals and Objectives

The project's goals and objectives are in furtherance of the public purpose of CBT and are specifically to:

- 
- 

### C. Duties and Deliverables

The Recipient will be responsible for all aspects of the supervision and administration of the Project, including:

- 
- 

### D. Reporting/Payment Schedule

1. CBT will pay the Recipient as follows:

- 

2. The Recipient will report as follows:

-

**SCHEDULE "B"**

**Recipient:**           **XXX**

**Program Name:**   **XXX**

**Project Name:**    **XXX**

**Financial Statement**

**Revenue:**

CBT Contribution	\$0
Other (please detail)	<u>0</u>

**Total Revenue:** \$0

**Expenses:**

Administration/Overhead/Office Expense	\$0
Capital Purchase	0
Travel	0
Training	0
Promotion/Advertising	0
Consulting/Contractors/Wages/Fees	0
Criminal Record Checks	0
Other (please detail)	<u>0</u>

**Total Expenses:** \$0

## 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 # CBTBB10, 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



## **Appendix F Per Diem Rates**

All expenses are subject to CBT's approval.

### **Mileage**

Mileage will be reimbursed at \$0.50 per kilometre. CBT will require the Proponent to provide a mileage log prior to reimbursement.

Travel expenses outside the Basin must be pre-approved by CBT prior to the expenses being incurred.

### **Meals**

Meals will be reimbursed at the following rates per person:

- Breakfast = \$11.50
- Lunch = \$13.25
- Dinner = \$22.25