



## REQUEST FOR PROPOSALS

FOR

## CREATIVE & MEDIA SERVICES FOR THE “MAKE WATER WORK” AND “DON’T MOVE A MUSSEL” CAMPAIGNS

RFP #: 2018-RFP-02

ISSUED ON: FEBRUARY 19<sup>TH</sup>, 2018

CLOSING DATE AND TIME: MARCH 9<sup>TH</sup>, 2018 AT 3:00PM LOCAL TIME

## Summary, Contents & Instructions:

### Summary:

Through this Request for Proposals, the Okanagan Basin Water Board (“OBWB”) invites Proposals for the supply of creative and media service for the OBWB’s “Make Water Work” and “Don’t Move a Mussel” media campaigns. The contract will be for a one-year term covering the 2018 media campaign, however the contract will have two further one-year extension options, meaning that this contract could run for a total of three years if all extension options are executed.

The contract and work is anticipated to commence on March 19<sup>th</sup> 2018, ready for the 2018 campaigns to commence in May.

Due to the close-working relationship required during the media campaign, the Contractor is required to have its office location and staff located within a 1-hour drive of Kelowna, BC.

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

### Contents:

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

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

### Instructions:

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

*Example:*



Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.

## Part A: The Services



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

### 1. Overview:

The Okanagan Basin Water Board is a local government agency, established in 1970 as a collaboration of the three Okanagan regional districts to provide leadership on water issues spanning the valley. More information is available at [www.OBWB.ca](http://www.OBWB.ca).

The OBWB has two public outreach campaigns that operate as part of its outreach and education program, Okanagan WaterWise: Make Water Work (“MWW”) and Don’t Move A Mussel (“DMM”). You can learn more about the Okanagan WaterWise program at [www.OkWaterWise.ca](http://www.OkWaterWise.ca).

Whereas Okanagan WaterWise helps raise the level of awareness for water issue overall in the valley, MWW is specifically aimed at residential outdoor water conservation during the highest water use months (May to October). More at [www.MakeWaterWork.ca](http://www.MakeWaterWork.ca). DMM is aimed at raising awareness regarding the threat of invasive zebra and quagga mussels to Okanagan waters and helping prevent an infestation. More at [www.DontMoveAMussel.ca](http://www.DontMoveAMussel.ca).

MWW launched in 2011 and DMM in 2013. Both have their own branding. The OBWB/OkWaterWise have full rights to already developed creative materials (e.g. logos, images). Samples of both can be found at <http://www.makewaterwork.ca/resources> and <http://www.dontmoveamussel.ca/more/>.

The mandate of the OBWB is valley-wide, and is defined by its watershed which stretches from Armstrong in the North Okanagan to Osoyoos in the South Okanagan. As such, both the MWW and DMM campaigns need to be seen, heard, and span this same geographical area.

### 2. Services Required (Scope of Work):

The OBWB seeks a Contractor to manage all creative and media services for the MWW and DMM campaigns in accordance with the following:

#### 2.1. Overall Campaign Objectives:

- have valley-wide reach;
- raise the level of awareness for water conservation, especially outdoor residential, and raise the level of awareness regarding aquatic invasive species, especially zebra and quagga mussels;
- raise the level of engagement on outdoor water conservation efforts and invasive mussel prevention efforts;
- use a variety of media, with a composition similar in nature to the media outlined in 2.3 below; and
- have measurable impact.

**2.2. 2018 Budgets:**

The OBWB has the following budgets for the MWW and DMM campaigns in 2018. These budgets must cover all campaign costs such as third-party media and advertising, plus the Contractor’s own management and creative fees:

- MWW Campaign 2018 Total Budget: \$50,000 (excluding GST)
- DMM Campaign 2018 Total Budget: \$50,000 (excluding GST)

**2.3. Campaign Media, Features & Activities:**

The Contractor is to use a variety of media to achieve the objectives outlined above. To provide Respondents with a baseline and understanding of past media use, below is a list of media used and the approximate portion of the total \$50,000 budget that has been spent on each campaign in past years. Note: these approximate budgets are the portion paid by OBWB only, and do not include for any in-kind work donated by third-party vendors.

- Make Water Work Campaign – Past Media Use and Approximate Annual Spend:

<b>Media Type</b>	<b>Approx. Annual Spend:</b>
7 Billboards – space and production	\$19,000
7 Bus shelters – production	\$1,500
5 Bus ads – space and production	\$5,800
Radio ads (including creative and production)	\$7,100
Facebook ads	\$1,500
Giveaways & Branded Products (e.g. frisbees, car magnets, bookmarks, plant stakes, t-shirts)	\$7,000

- Don’t Move and Mussel – Past Media Use and Approximate Annual Spend:

<b>Media Type</b>	<b>Approx. Annual Spend:</b>
6 Billboards – space and production	\$17,000
3 Bus ads – space and production	\$3,500
Radio ads (including creative and production ) and 2 radio station outreach/summer cruiser programs	\$11,500
Facebook ads	\$1,500
4 Boating/Snowbird magazine ads	\$3,000
Rack cards – printing	\$950
Posters – printing	\$400
Giveaways & Branded Products (e.g. T-shirts, smartphone card holders, floating key chains)	\$6,200



Note for Respondents: although the above media and elements were used as part of past year’s campaigns, the OBWB is not necessarily set on these activities. Respondents are encouraged to, through their proposals, to identify ways to achieve great or better reach and impact, within the allotted budget.

#### **2.4. General Duties:**

In addition to managing the creative and all media activities for the campaign, the Contractor will be required to provide overall management of the media program. This will include:

- Providing statistics and information to the OBWB to support the production of an annual report highlighting campaign activities completed and impact;
- Providing information to support updates to the OBWB website
- General liaison with OBWB’s Communications Director in order to co-ordinate campaigns, timing and messaging. Note: the Contractor’s representative must be able to meet with the OBWB in-person on short notice during the campaign period, and therefore the Contractor should have an office with staff located within a 1-hour drive of Kelowna, BC.

#### **2.5. Timeline:**

The Contract term will be for one year, which is anticipated to commence on March 19<sup>th</sup>, 2018 and expire on March 18<sup>th</sup>, 2019. The Contractor will be required to meet the following timelines:

- Both MWW and DMM campaign media to launch mid-May 2018 and will continue through to mid-October 2018.
- Some additional campaign work to occur during Fall and Winter 2018 such as wrap-up reports, website updates.

Note: The OBWB, at its sole discretion and upon agreement with the Contractor regarding pricing and contract terms, may extend the Contract for two further periods of one-year after the expiry of the original Contract term.

## Part B: The RFP Process



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

### 1. Key Details:

#### 1.1. RFP Contact Person:

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

- Corinne Jackson, Communications Director
- [Corinne.Jackson@obwb.ca](mailto:Corinne.Jackson@obwb.ca) / 250-469-6271

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

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

#### 1.2. Timetable:

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

<b>Event:</b>	<b>Date:</b>
Issue Date of this RFP	February 19, 2018
Deadline for Questions	February 28, 2018
Last Day for Issue of Addenda	March 1, 2018
RFP Closing Date and Time:	March 9, 2018 at 3:00 PM
Notice of Award Date (estimated)	March 16, 2018

#### 1.3. Proponent’s Meeting:

No proponent’s meeting will be held for this RFP.

#### 1.4. Submission of Proposals (Address, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Email Address:** Proposals must be submitted by email to: [Corinne.jackson@obwb.ca](mailto:Corinne.jackson@obwb.ca)

- **RFP Closing Date and Time:** Proposals must be received no later than 3:00PM Local Time on March 9, 2018.
- **Format:** One copy containing all of the information required in the forms listed under Part D – Submission Forms

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

## 2. Definitions Used in this RFP:



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

- 2.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the OBWB in accordance with Section 5 of this Part B.
- 2.2. “OBWB” means the Okanagan Basin Water Board.
- 2.3. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the OBWB and the successful Respondent to this RFP.
- 2.4. “Contractor” means the successful Respondent to this RFP who enters into a Contract with the OBWB.
- 2.5. “Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.4 of this Part B.
- 2.6. “Proposal” means a Proposal submitted by a Respondent in response to this RFP.
- 2.7. “Respondent” means a person or entity that submits a Proposal to this RFP.
- 2.8. “RFP” means this Request For Proposals # 2018-RFP-02, including all Parts A to D.
- 2.9. “Section” means the numbered section of the referenced part of this RFP.
- 2.10. “Services” means the Services which the OBWB seeks to be provided by the Contractor, as outlined in Part A.
- 2.11. “Subcontractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

## 3. Amendment of a Proposal by Respondent:

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

#### 4. Withdrawal of a Proposal by Respondent:

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

#### 5. Addenda Issued by OBWB:

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

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

#### 6. Evaluation of Proposals & Award of Contract:

The OBWB will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which will include key OBWB employees and may include the OBWB’s Purchasing Agent or other external advisors. The OBWB’s intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

##### 6.1. Mandatory Criteria:

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

<b>Mandatory Criteria:</b>	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4
2	The Proposal must include the following completed form: <ul style="list-style-type: none"> <li>• Appendix A – Certification Form</li> </ul>

##### 6.2. Scored Criteria:

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

<b>Scored Criteria</b>	<b>Weighting</b>	<b>Minimum Score (Out of 100)</b>
Most Suitable Methodology & Campaign (based on Appendix B submission)	50%	50



Most Suitable Experience (based on Appendix C submission)	40%	50
Suitability of Subcontractors (based on Appendix D submission)	10%	50

Note: Price will not be evaluated as part of Scored Criteria because the total annual budget is set as per Part A, and Part D, Appendix B.

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

### 6.3. Scoring Method:

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

- All criteria will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.

### 6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the OBWB will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing Mandatory Criteria: If the OBWB finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the OBWB may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the OBWB to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the OBWB may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the OBWB may use this information to reassess and/or re-score the Proposal according to the scored criteria.

### 6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the OBWB.

### 6.6. Conclusion and Execution of a Contract

Neither the OBWB nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by

the OBWB, to conclude a Contract, it is expected that the OBWB and that Respondent would enter into discussions which may include, among other things:

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

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

## 7. Other Terms & Conditions of this RFP Process:

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

### 7.1. Proposals in English:

All Proposals are to be in the English language only.

### 7.2. Only One Entity as Respondent:

The OBWB will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The OBWB will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Subcontractor. The Respondent may include the Subcontractor and its resources as part of the Proposal and the OBWB will accept this, as presented in the Proposal, in order to perform the evaluation. All Subcontractors to be used in the Service must be clearly identified in the Proposal.

### 7.3. Proposals to Contain All Content in Prescribed Forms:

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

### 7.4. References and Experience:

In evaluating a Respondent’s experience, as per the scored criteria, the OBWB may consider information provided by the Respondent’s clients on the projects submitted in the Proposal, and may also consider the OBWB’s own experience with the Respondent.

### 7.5. RFP Scope of Work is an Estimate Only:

While the OBWB has made every effort to ensure the accuracy of the Services described in this RFP, the OBWB makes no guarantees as to the accuracy of the information provided.

Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

**7.6. Respondent’s Expenses:**

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

**7.7. Retention of Proposals and FOIPPA:**

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

**7.8. Clarification of Proposals:**

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

**7.9. Notification and Feedback to Unsuccessful Respondents:**

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

**7.10. Conflict of Interest:**

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

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

**7.11. Confidentiality:**

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

**7.12. No Contract A and No Claims:**

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) shall arise between the OBWB and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the OBWB are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the OBWB for any damage or other loss resulting from a Respondent’s participation in this RFP, including where the OBWB does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the OBWB not execute a Contract with the Respondent for any reason whatsoever.

**7.13. Right to Cancel RFP:**

Although the OBWB fully intends to conclude a Contract as a result of this RFP, the OBWB may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

**7.14. Governing Law and Trade Agreements:**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

## Part C: The Contract



This Part C details the Contract terms and conditions that the OBWB will enter into with the Contractor at the conclusion of the process outlined in Section 6.6 of Part B.

The OBWB and the successful Respondent shall enter into a Contract for the Services using the following terms and conditions:



**General Service Agreement  
Creative & Media Services for the MWW and DMM Campaigns 2018  
#OBWB 2018-002**

<p><b>BETWEEN:</b></p> <p><b>The Okanagan Basin Water Board (OBWB)</b></p> <p>Represented by Dr. Anna Warwick Sears (the “client”, “we”, “us”, or “our”, as applicable) at the following address:</p> <p>1450 KLO Road Kelowna, BC V1W 3Z4</p> <p>Tel: Fax: Email:</p>	<p><b>AND:</b></p> <p><b>CONTRACTOR NAME</b></p> <p>Represented by NAME, TITLE (the “contractor”, “you”, or “your”, as applicable) at the following address:</p> <p><b>MAILING ADDRESS</b></p> <p>Tel: Email:</p>
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**THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT OUTLINED BELOW AND SET OUT ON THE ATTACHED SCHEDULES OF THIS DOCUMENT (THIS “AGREEMENT”):**

<p><b>SERVICES</b> (see attached Schedule A)</p> <p>Term: 12 months Start Date: End Date:</p>	<p><b>FEES AND EXPENSES</b> (see attached Schedule B)</p> <p><i>This is a fixed lump sum price contract and will not be subject to any adjustment unless agreed to by the Contract Monitor.</i></p> <p>The fixed lump sum contract amount is _____, excluding GST.</p>
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<p><b>LIST OF SCHEDULES</b></p> <p>SCHEDULE A – SERVICES SCHEDULE B – FEES AND EXPENSES SCHEDULE C – INSURANCE REQUIREMENTS SCHEDULE D – CONTRACT CHANGES SCHEDULE E – IDEMNITY AND STANDARD OF CARE</p>	<p><b>CONTRACT MONITOR</b></p> <p>Corinne Jackson 1450 KLO Road Kelowna, BC V1W 3Z4 Tel: 250-469-6271 Fax: 250-762-7011 Email: Corinne.jackson@obwb.ca</p>
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<p><b>SIGNED AND DELIVERED</b> on the ____ day of _____, 20__ on behalf of the Okanagan Basin Water Board by its duly authorized representatives</p> <p>Signature: _____</p> <p>Print name: _____</p>	<p><b>SIGNED AND DELIVERED</b> on the ____ day of _____, 20__ on behalf of CONTRACTOR NAME by its authorized signatory</p> <p>Signature: _____</p> <p>Print name: _____</p> <p>WCB registration number: _____</p>
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**TERMS OF GENERAL SERVICE AGREEMENT**

**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licences necessary or advisable to perform your obligations under this Agreement.
3. Unless otherwise specified in this Agreement, 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 sub-contract with or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor 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 relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
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 Agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any

- Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
    - (a) Received Material that you receive from us, and
    - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
  14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
  15. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule C, if attached.
  16. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
  17. You must comply with all applicable laws.
  18. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement 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. If Schedule E is attached, the terms set out in that schedule apply to this Agreement.
  19. You must not assign any of your rights under this Agreement without our prior written consent.
  20. You may subcontract any of your obligations under this Agreement without our prior written consent. No subcontract relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
  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 Agreement.
  22. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
  23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

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**PAYMENT**

24. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in 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.
25. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
27. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Okanagan Basin Water Board during which payment becomes due.
28. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
29. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with public funds.
30. 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**

31. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
  - (b) for any other reason, on giving at least 10 days' written notice of termination to you.
- If we terminate this Agreement under paragraph (b), 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 Agreement.
32. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

**GENERAL**

33. You are an independent contractor and not our employee, agent, or partner.
34. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

35. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Agreement.
38. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
  - (b) delivered by hand to the addressee's address specified in this Agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- 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.
39. A waiver of any term of this Agreement or of any breach by you of this Agreement 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.
40. No modification of this Agreement is effective unless it is in writing and signed by the parties.
41. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Agreement 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 under the *Commercial Arbitration Act*.
43. Sections 6 to 8, 10, 12, 20, 21, 24 to 26 and 36 continue in force indefinitely, even after this Agreement ends.
44. The schedules to this Agreement are part of this Agreement.
45. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, 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 Agreement.
46. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
48. In this Agreement,
- (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 Agreement,
  - (c) "we", "us", and "our" refer to the Okanagan Basin Water Board alone, and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.

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**SCHEDULE A – SERVICES**

- 1. The Work Scope and Deliverables for this Contract are as specified. CONTRACTOR NAME will be responsible for the following:
  -
  
- 2. The contract term will commence on March 15, 2018 (the start date) and expire March 14, 2019 (the end date). The OBWB, at its sole option, and upon mutual agreement on pricing and terms with the Contractor, may extend this contract for two further periods of one-year.
  
- 3. Any necessary changes to this contract will be made according to the process outlined in Schedule D.
  
- 4. Communication between the Contractor and the OBWB will be through the Contract Monitor unless otherwise advised by the Contract Monitor.
  
- 5. All electronic files produced for this contract will be tested using current antivirus software to ensure that the files are clean before providing those files to the OBWB.

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**SCHEDULE B – FEES AND EXPENSES**

**General:**

- 1. This is a **fixed lump sum price contract** for the Services. Payment will not exceed the following allocations without written authorization (email is acceptable) of the Contract Monitor.

**Maximum Contract Amount:**

- 2. \$\_\_\_\_\_ plus GST is the maximum amount of fees and expenses that we must pay to you under this Agreement unless otherwise authorized by the Contract Monitor (either in writing or via email).

**Fees and Expenses:**

- 3. TBC

**Statements of Account:**

- 4. No more than monthly, the Contractor will submit invoices electronically, to the Contract Monitor pertaining to the portion of the Service completed during the previous month. All invoices must be accompanied by a statement of account containing:
  - a) your legal name and address;
  - b) the date of the statement;
  - c) Reasonable evidence of the portion of work performed to which the invoice relates;
  - d) The calculation and identification of applicable taxes;
  - e) The total of all fees and applicable taxes;
  - f) Identifying the contract number (OBWB 2018-002) and a description of this agreement to which the statement relates;
  - g) A statement number for identification; and
  - h) Any other billing information reasonably requested by us.

**Payments Due:**

- 5. Payments are due within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees claimed in the statement if they are in accordance with this Schedule.
- 6. If the Contractor's obligations under this agreement have not been completed in accordance with this agreement to the satisfaction of the Contract Monitor and the Okanagan Basin Water Board, the Board may, in its sole discretion, reduce the amount of the payment required to be made by it pursuant to this Schedule as a genuine pre-estimate of liquidated damages.

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**SCHEDULE C – INSURANCE REQUIREMENTS**

**The Contractor is responsible for providing appropriate and adequate insurance coverage as outlined in this Schedule for the duration of the project.**

- 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 \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
    - (i) include the Okanagan Basin Water Board as an additional insured,
    - (ii) be endorsed to provide the Okanagan Basin Water Board with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause; and
  - (b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:
    - (i) \$1,000,000, if the Maximum Amount set out in Schedule “B” is under \$500,000,
    - (ii) \$2,000,000, if the Maximum Amount set out in Schedule “B” is \$500,000 to \$2,000,000, or
    - (iii) not less than \$2,000,000, if the Maximum Amount set out in Schedule “B” exceeds \$2,000,000.
  - (c) Vehicle Liability Insurance for all vehicles used by the Contractor in the delivery of the Services to an amount not less than \$2,000,000.00 inclusive per occurrence.
- 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 the Okanagan Basin Water Board.
- 3. You must provide to us when requested by us:
  - (a) evidence in the form of a completed Province of British Columbia 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. You will comply with the Workers’ Compensation Act and in particular will obtain and maintain during the term of this Agreement, the necessary coverage for yourself and any of your contractors, and will, upon request by the Okanagan Basin Water Board, provide particulars of such coverage.

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**SCHEDULE D – CONTRACT CHANGES**

- 1. It is the intent of this Agreement to provide deliverables within the budget and timeframe specified by this agreement without increasing the scope of the project, however, if changes are deemed essential they will be undertaken as specified in this Schedule.
- 2. The Okanagan Basin Water Board may propose to you a change in Services to include additional work that is of the same or similar nature to the Services originally described in the Agreement.
- 3. If we make a written request, you must within 15 days after receiving the request supply us
  - a) A good faith estimate of the total cost to do only the things reasonably necessary to implement the Proposed Change Order,
  - b) A plan to implement it,
  - c) A detailed description of the Proposed Change Order including, as necessary, designs, plans and technical information,
  - d) The proposed changes to the fees described in Schedule B, if any, along with any supporting information to substantiate the proposed changes, and
  - e) The proposed changes, if any, to this contract, including to Schedule A, and to any milestone dates and the Term.
- 4. You may similarly propose a Proposed Change Order by supplying us an estimate and a plan as described above.
- 5. All of the prices, terms, warranties and benefits you present in the estimate must be similar to or better for us than equivalent terms being offered by you to any present customer at the time, including a provincial ministry.
- 6. You are not entitled to charge for creating a plan and estimate for a Proposed Change Order unless you tell us, within five working days after you receive our written request, that it is necessary to first conduct a separate study. We may or may not engage you to conduct such a study.

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**SCHEDULE E - INDEMNITY & STANDARD OF CARE CLAUSES**

Clause 12 (INDEMNITY) of the General Services Agreement (page 2) is hereby deleted and replaced by the following INDEMNITY clause and the Standard of Care Clause is added:

**Clause 12 INDEMNITY**

Notwithstanding any insurance coverage, the Contractor hereby agrees to indemnify and save harmless the Okanagan Basin Water Board, its successor(s), assign(s) and authorized representative(s) and each of them from and against those losses, claims, damages, actions and causes of action (collectively referred to as "claims") that the Okanagan Basin Water Board may sustain, incur, suffer or be put to at any time either before, during or after the expiration or termination of this Agreement that arise out of errors, omissions or negligent acts of the Contractor or their Subcontractor(s) or Subconsultant(s), servant(s), agent(s), or employee(s) under this Agreement.

**STANDARD OF CARE**

In completing the assignment the Contractor shall at all times exercise the standard of care, skill and diligence normally provided in the performance of services for work of a similar nature to that contemplated by this contract including the maintenance of an archive copy of any Material required to comply with applicable professional obligations, laws and regulations in the Province of British Columbia.

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## Part D: Submission Forms



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

### Part D Contents:

This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Methodology and Campaign Details Form
- Appendix C– Experience Form
- Appendix D – Subcontractors Form

## APPENDIX A – CERTIFICATION FORM



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

### 1. Respondent Details:

Full Legal Name of Respondent:	
Other “DBA” Names the Respondent Uses:	
Registered Address:	
Respondent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

### 2. Certification & Acknowledgement of RFP Process:

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

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the OBWB and us, the Respondent, and that no contractual obligations shall arise between the OBWB and us, the Respondent, until and unless we execute a written Contract with the OBWB.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
  - i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;
  - ii. The Respondent has had access to confidential information of the OBWB which is not available to other Respondents to this RFP.

- iii. The Respondent has influence over an employee of the OBWB who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

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

Addendum #	Issued On Date:

4. Certification Signature:

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

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date



## APPENDIX B – METHODOLOGY AND CAMPAIGN DETAILS FORM



Proposals must include the details requested in this Appendix B – Methodology and Campaign Form, as detailed under Section 6.2 (Scored Criteria) of Part B.

### 1. Methodology & Campaign:

Proponents should provide details on their methodology for approaching the work, plus details of the proposed campaigns for both MWW and DMM in 2018. Details provided under this Appendix B should include the following:

- **Campaign:** Details of campaign elements and activities, including the budget for each element/activity and details of any potential in-kind contribution from third party vendors.
- **Budget Breakdown:** a detailed breakdown of the total budget for both MWW and DMM which identifies the total cost for each campaign element / activity, the Contractor’s own fees, and any others costs or fees applicable. Respondents are encouraged to show this in a table format, showing each element/item and its total cost. This breakdown should include a “Total Contract Cost” which is the sum of all activities and costs, and is equal to the following 2018 Budgets:
  - 2018 Budget for MWW: \$50,000 excluding GST
  - 2018 Budget for DMM: \$50,000 excluding GST.

Note: Respondent’s should have all costs equal the above budgets. The OBWB is not interested in proposals that have a total cost less than the above budgets, but instead seeks proposals that demonstrate the best campaigns for the budget available.

- **Office Location:** Respondents should detail the office location of the team that will work on the Services, and clearly demonstrate that they are located within a 1-hour drive of Kelowna, BC in order to facilitate contact during the media campaign.
- **Method & Team:** any other details on how the work will be approached, including the key individuals and team involved, plus the project manager’s experience.
- **Timeline:** a brief overview of timelines for key activities, based on a contract award date of March 16<sup>th</sup>, 2018.

## APPENDIX C – EXPERIENCE FORM



Proposals must include the details requested in this Appendix C – Experience Form, as detailed under Section 6.2 (Scored Criteria) of Part B. Respondents should provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Services. Respondents should note that the OBWB may request the Respondent to supply contact details for the client, and may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).

Project Experience #1

Client Company Name:	
Project Name:	
Date of Project:	
Brief Description of Project: Note: Please provide on a separate sheet, details of the project deliverables and how the outcome was considered successful.	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #2

Client Company Name:	
Project Name:	
Date of Project:	
Brief Description of Project: Note: Please provide on a separate sheet, details of the project deliverables and how the outcome was considered successful.	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #3

Client Company Name:	
Project Name:	
Date of Project:	
Brief Description of Project: Note: Please provide on a separate sheet, details of the project deliverables and how the outcome was considered successful.	
Value of Respondent Contract on this Project (excluding GST):	

## APPENDIX D – SUBCONTRACTORS FORM



Proposals should include the details requested in this Appendix D – Subcontractors Form, as detailed under Section 6.2 (Scored Criteria) of Part B. Respondents should use this form to provide details on any Subcontractors to be used that will perform an active role in providing the Services. This information does not need to include vendors of items or giveaways (although they will be subcontractors also), but should include sub-contractors involved in media production, advertising purchasing, etc.

Part of Services to be Performed	Legal Name of Subcontractor