



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

REGULATORY BYLAW ENFORCEMENT SERVICES

Issued: November 18, 2022

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1.	INTRODUCTION	3
1.1.	PURPOSE.....	3
2.	INSTRUCTIONS TO PROPONENTS	3
2.1.	SUBMISSION OF PROPOSALS	3
2.2.	INQUIRIES	4
2.3.	ACCEPTANCE OF TERMS AND CONDITIONS.....	4
2.4.	PROPOSAL PREPARATION COSTS	4
2.5.	PROPOSAL EVALUATION	5
2.6.	NO AGREEMENT	5
2.7.	NO OBLIGATION TO PROCEED	5
2.8.	NEGOTIATION WITH PREFERRED PROPONENT.....	5
2.9.	ACCEPTANCE OF PROPOSAL.....	6
2.10.	LIABILITY FOR ERRORS.....	6
2.11.	PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION.....	6
2.12.	CONFLICT OF INTEREST	6
2.13.	NO COLLUSION	6
2.14.	NOT AN EMPLOYEE	7
2.15.	LITIGATION	7
3.	GENERAL PROPOSAL CONTENT	7
3.1.	CONTRACTOR INFORMATION	7
3.2.	METHODOLOGY	8
3.3.	PROPOSAL CONTENT & INNOVATION.....	8
3.4.	WORKERS COMPENSATION ACT	8
4.	PROJECT WORK.....	8
4.1.	SCOPE OF PROJECT WORK	8
4.2.	COMMUNICATIONS.....	8
4.3.	SAFETY PROCEDURES	8

APPENDIX A – PROPOSAL EVALUATION CRITERIA

APPENDIX B – SAMPLE CONTRACTING SERVICES AGREEMENT

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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan Similkameen (RDOS) is requesting submission of Proposals from qualified Proponents in strict accordance with these Proposal Documents. Proposals will be evaluated for the selection of a contractor with the intent to enter into an Agreement (“the Agreement”) to provide the services described in Section 4 – Project Work.

Generally the Work will consist of Bylaw enforcement work throughout the Service Area related to RDOS Regulatory Bylaws. The Work will also include investigative reporting to the RDOS and may require attendance at Bylaw Adjudication Hearing or Provincial Court. The RDOS will entertain all proposals that meet the requirements of this Request for Proposals (“RFP”).

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent’s sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. If submitting by hardcopy please enclose three (3) hard copies and an electronic copy on a memory stick.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Mark Petry, Building and Bylaw Services Manager
Building and Enforcement Services
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

OR

[**mpetry@rdos.bc.ca**](mailto:mpetry@rdos.bc.ca)

Proposals must be received on or before the **Closing Time** of:

**TIME: 4:00 p.m. local time
DATE: Wednesday, December 14, 2022**

Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent’s computer and the Regional District’s email system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy as above.

It is also the Proponent's sole responsibility to ensure their revisions are received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to Angelo Stradiotto, Bylaw Enforcement Supervisor, 101 Martin Street, Penticton BC V2A 5J9, or at astradiotto@rdos.bc.ca.

Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Regional District's option.

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations, which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

2.3. ACCEPTANCE OF TERMS AND CONDITIONS

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

A person authorized to sign on behalf of the Proponent must sign the Proposal.

2.4. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

2.5. PROPOSAL EVALUATION

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix A contains the information regarding how Proposals will be evaluated.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

2.6. NO AGREEMENT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Agreement.

2.7. NO OBLIGATION TO PROCEED

The Regional District fully intends at this time to proceed with the Work, however the Regional District is under no obligation to proceed to award of the Agreement. The receipt by the Regional District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in an Agreement with the Regional District for the purchase of the equipment, service, or project.

2.8. NEGOTIATION WITH PREFERRED PROPONENT

The Proponent that submits the most advantageous Proposal may be awarded the contracted Agreement. The Regional District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

2.9. ACCEPTANCE OF PROPOSAL

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to or the same as those provided in Appendix B.

2.10. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work

2.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

2.12. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the project area. The Regional District may rely on such disclosure.

2.13. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Agreement documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed Agreement which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement

or arrangement, express or implied, with any other party in connection with the making of the Proposal.

2.14. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the *Employment Standards Act* of British Columbia (as amended from time to time), the *Workers Compensation Act* of British Columbia (as amended from time to time), the *Employment Insurance Act* of Canada (as amended from time to time), health pay contributions or otherwise.

2.15. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3. GENERAL PROPOSAL CONTENT

3.1. CONTRACTOR (SERVICE PROVIDER) INFORMATION

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office or affiliate that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the Regional District. Describe the work to be performed by the project manager and his/ her qualifications and substantive experience directly related to the proposed Work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals including the project manager and sub-contractor(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal shall include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the Regional District."

- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Contractor and project team. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule and budget.

3.2. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work listed in the Scope of Work will be completed.

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to provide the services.

3.3. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject.

3.4. WORKERS COMPENSATION ACT

The Proponent must provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

4. PROJECT WORK

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

4.1. SCOPE OF PROJECT WORK

The scope of work will be as outlined within Appendix B, as reasonably modified or amended by the RDOS.

4.2. COMMUNICATIONS

Communications and submission of investigative reports in a timely manner, and as requested by the Regional District, will be a key component in the success of the Work. At minimum, the Regional District expects the following:

- Investigate, as requested by the Regional District, within 3 days of the request being made;
- Submit investigative report and related pictures within 7 days of the inspection request;
- Submit monthly report of work completed and associated invoices within 3 days of the end of the previous month.

4.3. SAFETY PROCEDURES

Prior to the start of the project, the successful Proponent is required to supply the Regional District with their written safety protocols. The Proponent will also be informed of the Regional District's safety requirements at that time.

While undertaking the Work, the Proponent is required to meet or exceed (at all times) any/all requirements as detailed at the place of Work, which includes but is not limited to all OHS regulations and standards.

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: BYLAW ENFORCEMENT AGREEMENT			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	10	
	Past Performance / References	10	
	Resources	10	
Proposal (30-50 points)	Scope	5	
	Methodology	15	
	Environmental Performance	n/a	
	Scheduling	5	
	Project Team - Level of Effort	5	
	Clarity of Proposal	10	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

[Using the points range – assign the points for each item above. An example range of points are shown **but these may need to be changed in relation to each project**]. The author of the RFP assigns the points to each item.

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) Qualifications of Firm and Project Team Members
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) Experience of Firm and Project Team Members
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) Past Performance
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) Resources
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

- (i) Scope
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) Methodology
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) Environmental Performance [see criteria below]
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) Scheduling
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference), are problems or delays accounted for? Is timing realistic for the project?
- (v) Project Team
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) Clarity of Proposal
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) Total Price
4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

APPENDIX "B"

AGREEMENT FOR BYLAW ENFORCEMENT SERVICES

THIS AGREEMENT, dated for reference this ____ day of _____, 20____.

BETWEEN:

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street
Penticton BC
V2A 5J9

(hereinafter referred to as the "RDOS")

OF THE FIRST PART

AND:

(hereinafter referred to as the "Service Provider")

OF THE SECOND PART

both of whom are sometimes referred to as the "Parties" and each of whom is a "Party" to this agreement

WHEREAS:

- A. The RDOS wishes for the Service Provider to provide bylaw enforcement services as described in Schedule "A" hereto (the "Services") within the area of the geographical boundaries of the RDOS ("Service Area"); and
- B. The Service Provider confirms that he has the skills necessary to ensure the Services can be performed in a diligent and timely manner and has agreed to provide the Services on the terms and conditions hereinafter set out.

NOW THEREFORE, in consideration of the mutual exchange of benefits resulting from this agreement, the RDOS and the Service Provider agree as follows:

ARTICLE 1 - Services Agreement

- 1.01 The RDOS engages the Service Provider to provide the Services within the Service Area.
- 1.02 The Service Provider shall perform the Services to a standard of care, skill and diligence

of that of a similar person providing, on a timely commercial basis, the Services comparable and similar to the Services using qualified personnel and unless otherwise provided herein, shall provide, at the Service Provider's expense, all labour and related coordination and supervision including all tools, equipment, materials, vehicles, and supplies required to perform the Services in accordance with the requirements of this Agreement.

1.03 The Service Area is the area within the geographical boundaries of the RDOS.

1.04 The Service Provider shall obtain WorksafeBC coverage for itself and all employees engaged in the performance of the Services and provide a certified copy of proof of current coverage issued by WorksafeBC.

1.05 The Service Provider shall not have the right to assign, sublicense or subcontract or otherwise transfer this Agreement any of the Service Provider's rights and obligations herein without the prior written consent of the RDOS, which consent may be arbitrarily withheld.

1.06 The Service Provider agrees that, prior to entering into this Agreement, they have considered the services to be rendered herein and are fully aware of the nature and extent of the work required to provide Bylaw enforcement services.

ARTICLE 2 – Duration and Modification

2.01 Subject to the termination provisions as provided herein, the fixed term of this Agreement shall be for Three (3) years commencing on [REDACTED] and shall terminate on the December 31, 2025. Provided further, that in the event this Agreement has not been terminated prior to December 31, 2025, the parties hereto may immediately thereafter, by mutual agreement, continue this Agreement on a month-to-month basis on the same terms and conditions as amended herein and either Party may terminate the said month-to-month term at any time on Thirty (30) days' prior written notice to the other without compensation or payment of any kind, other than any amounts owing up to the date of termination.

2.02 This Agreement may not be modified except by a subsequent agreement in writing between the Parties, unless otherwise provided herein.

2.03 Notwithstanding anything herein to the contrary, either Party may terminate this Agreement at any time after the first six (6) months of the term as referred to in paragraph 2.01 herein on three months' prior written notice to the other and in such event, each of the parties will be unconditionally released from any of their respective obligations herein, save and except for those obligations which are outstanding as at the date of termination referred to in the termination notice and neither Party shall be liable to the other for compensation for any damages, costs or losses resulting from the exercise of this right of termination.

ARTICLE 3 - Compensation

3.01 There will be no charges to the Service Provider for business cards, photocopying, mail out service, advertising and the placement of phone numbers in related telephone listings, provided that these relate to administration of the Services.

3.02 The RDOS shall pay to the Service Provider, in lawful money of Canada, an amount based on invoices submitted by the Service Provider as follows;

- (a) _____
- (b) _____

ARTICLE 4 – Representations of the Service Provider

4.01 The Service Provider will comply or cause to comply with all applicable laws, including, without limiting the generality of the foregoing, Federal and Provincial legislative enactments, or any other governmental or municipal regulations which relate to the Services; and

4.02 The Service Provider acknowledges and agrees that they will:

- (a) be solely responsible for any applicable employee labour costs, including statutory contributions and the Service Provider agrees that such person(s) shall be considered to be the sole employee of the Service Provider and shall not be construed in any way to be an officer or employee of the RDOS;
- (b) when the Service Provider hires a worker, or contracts with an employer, the Service Provider will observe and enforce all safety measures required by the *Workers Compensation Act* of British Columbia, attendant Regulations and all applicable statutes; and
- (c) secure in advance from before the time and date of this Agreement, at the Service Provider's sole cost, all licenses and permits that may be required for the supply of the Services.

ARTICLE 5 - Confidentiality

5.01 The Service Provider acknowledges that in the performance of his responsibility hereunder the Service Provider will have access to confidential information, records of the RDOS (the "Confidential Information"). During and after the term of the Agreement, the Service Provider shall not directly or indirectly disclose such Confidential Information to any person or use any such Confidential Information, except:

- (a) as required in the course of performing such services and then only to the staff of the RDOS on a need to know basis; or
- (b) with the written consent of the RDOS;

and all confidential information which the Service Provider shall prepare or use or come in contact with shall be and remain the RDOS' sole property and shall not be removed from the

RDOS' premises without prior written consent, except as required in the normal course of performing the duties of the Service Provider pursuant to the terms of this Agreement.

5.02 The Service Provider agrees that all restrictions in this Article 5 are reasonable, fair and valid in all circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the RDOS.

ARTICLE 6 – Independent Contractor

6.01 The Service Provider shall be an independent contractor in performing the Services hereunder. As an independent contractor, the Service Provider shall be responsible for payment of all income taxes attributable to any payments made under this Agreement during the period of this Agreement. The Service Provider agrees to indemnify and save harmless the RDOS from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial government or other body of competent jurisdiction in respect of any monies paid to the Service Provider under this Agreement.

ARTICLE 7 - Dispute Resolution

7.01 If any dispute arises between the parties as to whether either party has complied with its obligations under this Agreement or if any dispute or controversy arises between the parties with respect to the interpretation or implementation of any of the provisions of this Agreement (any and all disputes and controversies described in this Section 7 are hereinafter collectively referred to as a "Dispute" or "Disputes"), the parties shall make all reasonable efforts to resolve any and all Disputes by amicable negotiations, and the parties shall provide, on a without prejudice basis, full, frank, candid and timely disclosure of relevant facts, information and documents in order to facilitate such negotiations, provided that in so doing the Service Provider and the RDOS are bound to comply with all applicable laws respecting such disclosure.

7.02 In the event either of the parties is of the reasonable opinion that a Dispute cannot be resolved by such negotiation, either party may, upon TEN (10) days' prior written notice to the other party, require that the Dispute be referred to a mediator for mandatory mediation. The mediator shall be selected by the party to whom notice is given under this paragraph 7.02, from a list of THREE (3) mediators identified in the written notice given by the party requiring the mediation.

7.03 The purpose of any mediation that takes place pursuant to paragraph 7.02 hereof shall be to assist the parties in reaching a voluntary agreement respecting the Dispute. The format and timing of any such mediation shall be as agreed upon by the parties and the mediator, and the costs of the mediator shall be borne equally by the parties.

7.04 In order to promote communication between the parties, counsel, and the mediator and to facilitate settlement of the Dispute, each of the parties will agree that all statements made during the course of the mediation are privileged settlement discussions, are made without

prejudice to either party's legal position, and are inadmissible for any purpose in any legal proceeding. Any information disclosed by a party, or by a witness on behalf of a party, at such mediation is confidential.

7.05 Neither party will make any attempt to compel the mediator's testimony, nor compel the mediator to produce any documents provided by the other party to the mediator. In no event will the mediator disclose confidential information provided during the course of the mediation, testify voluntarily on behalf of either party, or submit any type of report to any court in connection with the Dispute in issue. The mediator may find it helpful to meet with each party separately in the course of the mediation, and in such event, the mediator will not reveal what is said by a party, without that party's permission.

7.06 Representatives of the parties will be invited to attend mediation sessions, but no one else may attend without the permission of the parties and the consent of the mediator.

7.07 In the event that any Dispute referred to mediation pursuant to paragraph 7.02 hereof has not been resolved with TEN (10) days of the date the mediator was selected, or such further period as may be agreed upon by the parties in writing, the mediator shall terminate the mediation by giving notice of termination to both parties.

7.08 In the event the parties are not in agreement to refer a dispute to arbitration pursuant to the *Arbitration Act of British Columbia*, a mediator has not been appointed for whatever reason, or the mediator has been terminated pursuant to paragraph 7.07 herein, in such an event, either party shall then be at liberty to refer the dispute to any Court having jurisdiction and competency to hear the relevant matters.

7.09 Any mediation or arbitration proceeding contemplated herein shall be held in the City of Penticton, British Columbia unless the parties mutually agree otherwise.

ARTICLE 8 - Insurance

8.01 Comprehensive General Liability – At the time of signing this Agreement, the Service Provider shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Service Provider with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage arising out of the performance of the Services and shall include coverage for:

- (a) premises, activities and operations liability;
- (b) blanket contractual liability;
- (c) cross liability;
- (d) contingent employer's liability;
- (e) Service Providers protective liability;
- (f) employees as additional insureds;
- (g) personal injury;
- (h) broad form loss of use;

- (i) broad form property damage;
- (j) owned and non-owned automobile liability.

8.02 The RDOS shall also be named as an additional insured.

8.03 This insurance shall be maintained continuously from commencement of the Services until termination of this Agreement.

8.04 Public Liability and Property Damage Insurance – The Service Provider shall, at all times, indemnify and save harmless the RDOS and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage to third party property to the extent directly attributable to the negligent acts, errors, or omissions of the Service Provider.

8.05 Equipment Insurance – Notwithstanding anything contained elsewhere herein, it is understood and agreed that the RDOS shall not be liable for any loss or damage to the Service Provider's equipment, including loss of use thereof. Each and every policy insuring the Service Provider's equipment to be used on the Services shall contain the following clause:

“It is agreed that the right to subrogation against the RDOS or any of its officers, employees or agents of their parent, subsidiary, affiliated or associated companies or corporations is hereby waived.”

ARTICLE 9 - Termination

9.01 If the RDOS is in default in the observance of any of its covenants, agreements, provisions or other conditions contained herein and such failure continues for a period of 15 days after the giving of written notice by the Service Provider to the RDOS of the nature of the failure, then the Service Provider may cancel this Agreement, without prejudice to any rights to which the Service Provider has accrued under this Agreement before the said cancellation.

9.02 If the Service Provider is in default in the observance of any of its covenants, agreements, provisions or other conditions contained herein and such failure continues for a period of 15 days after the giving of written notice by the RDOS to the Service Provider of the nature of the failure, then the RDOS may cancel this Agreement, without prejudice of any rights to the RDOS which the RDOS has accrued under this Agreement before the said cancellation.

9.03 The Service Provider agrees that, on termination of this contract, they will do all things necessary to ensure the proper and adequate prosecution of any and all bylaw infractions on which process has been issued, up to and including the date of termination, including the attendance at any court proceedings, as required. This clause shall survive the termination of this contract.

ARTICLE 10 – Indemnity and Waiver

10.01 The Service Provider will indemnify and save harmless the RDOS, its elected officials, its servants, employees and agents from and against:

- (a) any and all claims, suits, lawsuits, injuries, damages, liabilities and expenses (including without limitation, reasonable legal fees and expenses on a solicitor-client basis) and costs of investigation (whether or not litigation occurs) (collectively the “Losses”), occasioned in connection with, or arising or alleged to arise from, wholly or in part, from any breach by the Service Provider, of any of its representations, warranties, covenants or agreements contained herein;
- (b) any and all Losses occasioned in connection with, or arising or alleged to arise from, wholly or in part:
 - (i) the acts or omissions or violations of any applicable law, rule, regulation or order, of or by the Service Provider or any of its agents, owners, officers, directors, members, managers, representatives, suppliers, employees, servants, players, guests, invitees, participants or performers in connection with the Services; or
 - (ii) the Service Provider’s exercise of the privileges herein granted, except to the extent any such Losses were caused by the negligence of the RDOS and their employees or agents.

10.02 The Service Provider will exercise due diligence and all reasonable care to prevent damage to, or loss of any property in the Service Area. On the occurrence of damage or loss to property, the Service Provider will immediately take appropriate action to mitigate or prevent further damage or loss and immediately notify the RDOS so the RDOS can provide direction as to remedial measures to be undertaken. The Service Provider will comply with any directions given by the RDOS under this paragraph 10.02 in a timely manner.

ARTICLE 11 – Miscellaneous Terms and Conditions

11.01 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties:

- (a) if hand delivered, included by bonded courier, to a Party at the address specified in this Agreement, as amended from time to time, on the date of that personal delivery; or
- (b) if mailed, on the third business day after the mailing of the same by prepaid post to the addresses specified in this Agreement, as amended from time to time; or
- (c) if sent by facsimile transmission, when transmitted, only if transmitted to the facsimile machine numbers specified in this Agreement, as amended from time to time. The onus of proving transmission and valid delivery lies with the transmitting Party, by copy of a facsimile transmission confirmation to the appropriate fax number;

- (d) if sent by email as of the time of verified reception to an email address specified in this Agreement, as amended from time to time. The onus of proving reception lies with the mailing Party, by copy of an email confirmation to the appropriate email address.

11.02 If either party to this Agreement is prevented or delayed from performing any of its obligations on its part to be performed hereunder by reason of a an event of force majeure then and in every such event, any such prevention or delay shall be deemed to be a breach of this Agreement. The performance shall not be deemed to be a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period or disability and the period of all such delays resulting from any such thing required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is to be done, or made pursuant hereto, shall be extended by the total period of all such delays unless is otherwise provided herein. For the purposes of this paragraph 11.02, an event of force majeure means any circumstances or act beyond the reasonable control of the party claiming force majeure and which could not have been avoided or prevented by due diligence and the use of reasonable efforts by the party claiming force majeure, including, without limitation, labor disputes, strikes, lock outs, unavoidable casualties, riots, insurrection or terrorism, which have the affect of preventing or hindering performance, if such circumstance or events are beyond the reasonable control of the party claiming force majeure and could not have been avoided or prevented by due diligence and the use of reasonable efforts by the party claiming force majeure, provided in no event will a lack or insufficiency of funds or failure to make payment of monies on the part of the party claiming force majeure or be allowed to give rise to an event of force majeure and in no event will a circumstance or act arising out of the default by a party claiming force majeure of its obligations under this agreement be allowed to give rise to an event of force majeure.

11.03 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate a waiver of this provision.

11.04 The duties and obligations imposed by this Agreement and the rights and remedies under this Agreement are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11.05 All representations, indemnities and warranties set forth in this Agreement and all provisions of this Agreement, the performance of which is not required prior to the termination of the Agreement shall survive such termination and shall be fully enforceable hereunder.

11.06 This Agreement shall enure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns as the case may be and shall be binding upon their heirs, executors, administrators, successors and assigns as the case may be.

ARTICLE 12 - Whole Agreement

12.01 The provisions of this Agreement constitute the whole agreement between the parties

and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the provision of the Services.

ARTICLE 13 – Waiver or Non-Action

13.01 Waiver by the RDOS of any breach of any term, covenant or condition of this Agreement by the Service Provider shall not be deemed to be a waiver of any subsequent default by the Service Provider. Failure by the RDOS to take any action with respect to any breach of any term, covenant or condition of this Agreement by the Service Provider shall not be deemed to be a waiver of such term, covenant or condition.

ARTICLE 14 - Interpretation

14.01 In this Agreement, unless the Agreement otherwise requires, the singular includes the plural and the masculine includes the feminine, corporation or body politic.

14.02 The captions and headings contained in the Agreement are for convenience only and are not be construed as defining or in any way limiting the scope or intent of the provisions of the Agreement.

14.03 In this Agreement, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the Agreement otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

14.04 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.

ARTICLE 15 - Execution

15.01 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or electronic mail form and the Parties adopt any signatures received by a receiving fax machine or electronic mail as original signatures in such manner promptly forward to the other Parties an original of the signed copy of this Agreement which was so faxed or electronically mailed.

ARTICLE 16 - Schedules

16.01 The Schedules to this Agreement form part of this Agreement. In the event of a conflict between the main body of this Agreement and a Schedule, the main body of this Agreement shall prevail. This Agreement includes the following Schedules:

Schedule	Title
A	List of Services

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year last written below.

**REGIONAL DISTRICT OF
OKANAGAN-SIMILKAMEEN**
by its authorized signatories:

Date Executed: _____

by its authorized signatory:

NAME

Date Executed: _____

[https://portal.rdos.bc.ca/departments/DevelopmentServices/BylawEnforcement/4020_20BylawEnforcementIssuesSubject/Statistics/20221028 Bylaw Enforcement Contract FINAL.docx](https://portal.rdos.bc.ca/departments/DevelopmentServices/BylawEnforcement/4020_20BylawEnforcementIssuesSubject/Statistics/20221028%20Bylaw%20Enforcement%20Contract%20FINAL.docx)

Schedule "A"

LIST OF SERVICES

1. The Service Provider (SP) is required to carry out Bylaw Enforcement work throughout the Service Area and on the following RDOS Bylaws:
 - a. Official Community Plan Bylaws
 - b. Zoning Bylaws
 - c. Untidy and Unsightly Premises Bylaws
 - d. Noise Control Bylaws ; and
 - e. Other regulatory bylaws as directed from time to time.
2. The SP will be required to attend to complaints, carry out site inspections, communicate with the violator, provide inspection reports, take photographs, issue Municipal Ticket Information and / or Bylaw Offence Notices, with the RDOS providing specific direction when required or requested by the SP.
3. The SP will be available to provide the Services Monday to Friday, typically between the hours of 8:00 a.m. and 5:00 p.m. excluding statutory holidays. The SP may work flexible hours during the week and may schedule hours to provide the Services over the weekend, as deemed necessary.
4. Notwithstanding 3 above, **and for Noise Bylaw complaints only**, the SP will provide an officer 24 hours per day, 365 days a year and will:
 - a. Maintain a record of all noise complaints, including the property address, the time of the call, the nature of the call and the action taken by the Officer.
 - b. Contact and advise alleged violators of complaint(s) received and means to comply within 24 hours of complaint receipt.
 - c. Forward copies of tickets issued to RDOS office by the next business day, and
 - d. Provide complaint records when requested by RDOS.

5. The SP will advise the RDOS of names and qualifications of all employees associated with RDOS enforcement. The SP will be responsible for all costs associated with employees, including wages, benefits, vacations, statutory vacation pay, sick leave, insurance and any other benefits.
6. The SP and all appointed staff shall be of good character, be courteous to the public, and shall submit to a criminal records check upon request of the RDOS.
7. For the purposes of this contract, the SP will work under the direction of the Regional District of Okanagan-Similkameen, specifically the Manager of Building and Enforcement Services and the Bylaw Enforcement Supervisor.
8. All inspections will be conducted and all investigative reports and related pictures will be submitted to RDOS within 7 calendar days of the inspection as requested by the RDOS.
9. The SP will notify the Bylaw Enforcement Coordinator when fines are issued and will submit all copies (with the exception of the Officer's copy) within 24 hours of fine issuance.
10. Revenue from fines collected will be retained by the RDOS.
11. The SP will provide monthly invoices including hours worked by date, segregated by the Bylaw being enforced, and Electoral Area, and record of mileage. The monthly report shall be submitted to the RDOS within the 3 calendar days of the end of the previous month.
12. The SP will prepare reports and other necessary documents and to give evidence in Court or at a Bylaw Adjudication Hearing as required by the RDOS for prosecutions of bylaw violations. Upon request of the RDOS, the SP will forward all records and materials (electronic or written) with respect to the Services within 7 calendar days.
13. The SP is required to track all fossil fuel consumption for each calendar year throughout the entire project. The SP shall provide a fossil fuel report to the Regional District by February 1st of each year detailing the previous year's usage. The consumption shall be tracked by vehicle type and type of fuel used, and should include all subcontractor usages.
14. The SP will provide such other bylaw enforcement services as may be required by the RDOS from time to time, acting reasonably.