

# REQUEST FOR PROPOSAL

## A STRATEGIC PLAN FOR THE ARTS IN THE CAPITAL REGION

January, 2002

CRD Arts Development Office  
524 Yates Street, Victoria, BC

# REQUEST FOR PROPOSAL

## PREPARATION OF STRATEGIC PLAN FOR THE ARTS IN THE CAPITAL REGION

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## REQUEST FOR PROPOSAL

### PREPARATION OF A STRATEGIC PLAN FOR THE ARTS IN THE CAPITAL REGION

#### 1.0 INTRODUCTION AND SCOPE

##### 1.1 Request for Proposal Terminology

Throughout this Request for Proposal, terminology is used as follows:

- a) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "Request for Proposal";
- a) "Contractor" means the successful Proponent to the Request for Proposal who enters into a written contract with the Capital Regional District through the CRD Arts Development Office;
- a) "art", "arts", or "artist" refers to an inclusive range of artistic disciplines (see also Appendix I Terms and Definitions)
- a) "CRD Arts Committee" is the committee of the CRD Board (made up of six representatives from the participating municipalities) on whose behalf this Request for Proposal is being issued;
- a) "Arts Development Office" is the CRD department acting on behalf of the CRD Arts Committee;
- a) "must", "mandatory" "shall" or "required" means a requirement that must be met in substantially unaltered form in order for the proposal to receive consideration;
- a) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposal;
- a) "CRD" means the Capital Regional District; and
- a) "Arts Planning" or "Strategy" means the Regional Arts Strategic Plan.

##### 1.2 Purpose and Scope of the Work

The purpose of the Request for Proposal is to inform potential proponents of a business opportunity and to solicit proposals:

To develop a Regional Arts Strategic Plan for the Capital Region. Expressions of interest are invited from consultants with the capability of developing a multi-faceted strategy that builds on the strengths of the region's arts organizations and artists.

The purpose of the Regional Arts Strategic Plan is to provide a policy framework and implementation strategies for the CRD Arts Committee, to ensure:

- an effective process of regional arts development through the co-ordination of arts planning, facility development and support programs,
- the appropriate infrastructure to support the goals of the service

- a broad range of arts services to meet the needs of residents and visitors to the region.

## **2.0 PROJECT BACKGROUND**

The spirit and vitality of the Capital Regional District is expressed in many ways, including through the achievements of its artists and arts organizations of all disciplines. The arts enhance our communities and our lives in unique and diverse ways, providing opportunities for participation, entertainment, diversion and enrichment. The arts make a substantial impact on our economy, as well as contributing significantly to the identity of our communities and the quality of life for all our citizens.

In May 2001, the Capital Regional established a regional arts service under the direction of a standing committee of the board, the CRD Arts Committee, inheriting the function and structure of grants to arts organizations from the Greater Victoria Intermunicipal Committee. At the outset, the participating municipalities in the CRD service include Saanich, Victoria, Oak Bay, Esquimalt, Metchosin, and Highlands.

The CRD Arts Committee has identified the need for a Regional Arts Strategic Plan for the Capital Region.

## **3.0 REQUIREMENTS**

### **3.1 Project Objectives**

The purpose of the project is to articulate a vision and plan to provide a policy framework and implementation strategies for the CRD Arts Committee. The objectives are to:

- develop a strategic plan to ensure an effective process of regional arts development through the co-ordination of arts planning, facility development and support programs;
- strategically develop the appropriate infrastructure to support the levels of arts services for the region;
- ensure a broad range of arts services to meet the needs of residents and visitors to the Capital Regional District;
- articulate and resolve issues of arts development in relation to cultural diversity, economic development and population growth;
- provide an effective process for arts development complementary to the Regional Growth Strategy, local OCP's, municipal arts policies and regional economic development plans;
- identify and develop a plan for economic development and sustainability of associated cultural industries in the region.

Additional work to be commissioned separately and integrated into the Regional Arts Strategic Plan includes:

- An inventory of existing municipal policy and support for the arts in the Capital Regional District.
- An analysis of demographic trends and analysis in the Capital Region in the context of arts planning
- An economic impact survey of the arts in the Capital Regional District

### 3.2 Project Scope

The deliverables will include:

- Assessment of existing information and identification of gaps.
- Public consultation, designed and conducted throughout the region with opportunities for a range of public input through workshops and survey instruments.
  - A Comparative Analysis of municipal and regional arts funding policies and programs in comparable circumstances across North America.

Areas of interest to be researched, analyzed and presented will include, but are not limited to:

- Other granting systems that involve more than one municipality
- How other municipalities fund organizations that run or use municipally owned arts facilities
- How municipal/regional goals link to arts funding programs
- How arm's length and direct funding mechanisms are integrated to ensure overall program rationalization, assessment and fairness.
- How partnership programs (e.g. with tourism, cultural industries, diverse communities, recreation and sport, other non-arts sectors) are facilitated by means of designated municipal staff rather than through a separate granting program
- Examples of innovative programs
  - A Regional Arts Facilities Master Plan

Proceeding from the recommendations of the Lamont Management Report to the CRD (December 2000), create a master plan for the development of arts facilities for the region over the next generation in which individual projects can be advanced within the framework of the master plan.

Working with an Advisory Committee of stakeholders and community leaders, the master plan will be a basis for consolidating and building community support. The work will include, but not be limited to:

- Focus on the long term considering the needs of all arts disciplines and diverse audiences and demographics.
  - A region-wide inventory of existing facilities, needs analysis and prioritization
  - A cost/benefit analysis
  - A consideration of urban planning issues
  - Location analysis and developmental strategy
  - Financing plan
  - Milestones for facility development
  - A strategy for long-term leadership and implementation of the plan.
- Analysis and Planning

In addition to a review and analysis of the results of the public process and research described above, the consulting team will work with other consultants engaged concurrently in Capital Region arts research and/or survey and analysis of particular areas, to integrate their findings in the overall plan.

- A draft plan and recommendations based on the information and activities to this point will include:
  - overall vision and strategic directions
  - goals, objectives and targets
  - governance and decision-making frameworks
  - human resources
  - service delivery model
  - financial strategies
  - industry enhancement strategies
  - evaluation mechanisms
- Implementation Strategies will detail:
  - the priorities for implementing the plan
  - the steps which will be necessary over the following one to five year period to the implementation of each of the Plan's recommendations
  - the lead partner for each recommendation as well as the resources required and their potential sources
  - the CRD's role for each recommendation where they are not the lead partner
- The draft plan will be reviewed by partner organizations and stakeholders, revised and presented to the CRD Arts Committee, with recommendations for an ongoing policy framework for regional arts development.
- Revisions as required will be made to the draft plan and a final plan will be ready for presentations to the CRD Arts Committee by September 30, 2002.

### **3.3 Project Structure:**

The Project will be guided by a 6 member Steering Committee composed of representatives from the CRD Arts Committee, CRD Arts Advisory Council, community and regional arts, downtown Victoria and professional arts, the CRD Facilities Sub-Committee and CRD Finance & Corporate Services. Project management is the responsibility of CRD appointed Project Manager.

The Project will consult with an Advisory Committee composed of representatives of regional and discipline interests.

The project will report its findings to the Steering Committee. The successful proponent will work with the Strategic Plan Consulting Team to ensure collaboration between the Economic Impact Survey component and the overall strategic planning component.

### **3.4 Time Frame**

- **Deadline for the submission of proposals – Thursday, February 14, 2001, at 12 Noon.**
- Decision – February 20, 2001
- Approval of Contract by CRD Arts Committee – March 13, 2001 (tentative)
- Completion of the draft report is required by August 31, 2002.
- Completion of the final report to be confirmed.

### **3.5 Basic Requirements**

Proponents must identify the overall approach to the project, and the process, project work details and schedule to complete each of the following required project tasks. Modifications or additions to the task list proposed will be considered, subject to meeting the specified project objectives and evaluation criteria set out in this Request for Proposal.

The contractor will:

1. Refine and confirm project objectives with the Steering Committee through the Project Manager.
1. Use existing research and information as well as conduct primary research and information gathering including but not limited to data collection and analysis, a range of survey instruments for public input, and interviews. The study will complement existing initiatives in the region, including, but not limited to the CRD Growth Strategy, existing and draft municipal arts policies (e.g. Esquimalt, Saanich), Official Community Plans, and most importantly the Greater Victoria Enterprise Partnership Society's Capital Region Economic Development Strategy.
1. Design and conduct a minimum of six public information gathering workshops/open houses/forums throughout the region in partnership with agencies such as Community Arts Councils or Advisory Committees in Sooke, Western Communities, Saanich Peninsula, Saanich, Victoria and the ProArt Alliance of Victoria (all open to the broader community rather than solely their membership).
1. Design and conduct at least two workshops with members of an Advisory Committee to include representatives of the regional workshops, the CRD Arts Advisory Council and discipline representatives and major stakeholders to synthesize the findings of the research and public process.
1. Research and prepare a Comparative Analysis of municipal and regional arts funding policies and programs in comparable circumstances across North America, and integrate the findings into the policy recommendations of the Strategic Plan.
1. Through consultation with a committee of stakeholders and the community, prepare a Regional Arts Facility Master Plan and integrate the findings into policy recommendations of the Strategic Plan.
1. Prepare reports as detailed in 3.7 below.

### **3.6 Departmental Responsibilities**

CRD Arts Development Office will assist and support the contractor as follows:

1. Provide access to available information and direction to existing sources of information. Various reports have been prepared on arts sector issues in the Capital Region. It is expected that the consultant will review these existing resources for relevant information rather than repeating this research. Email and other regional arts directories will be available.
1. Meet with the contractor on a regular or as-needed basis to ensure that decisions are made as necessary and the project time-lines can be met.

### **3.7 Assessment of Contractor Performance and Deliverables**

The contractor must meet the following deliverables to be considered in compliance:

1. Consult with the Project Manager/Steering Committee to finalize the work plan and confirm timeline.
1. Maintain weekly contact with Project Manager to discuss progress.
1. Provide one unbound copy of the draft Strategic Plan which must include in addition to the body of the report, the following:
  - An executive summary;
  - A statement of purpose; and
  - A description of the methodology or process followed.
1. Provide a final report that includes all the information outlined for the draft report, with modifications requested by the CRD Steering Committee, and including:
  - One unbound copy suitable for photocopying
  - Two bound copies for the file
  - Electronic file versions of the materials submitted compatible with CRD formats (see Section 3.8 below)
  - An Executive Summary and selected text or graphics formatted for the CRD web site
1. All materials and electronic files should be in a format consistent with CRD formats described in Section 3.8; and,
1. The return of any paper or electronic materials that have been loaned to the Contractor by the CRD and Arts Development Office. Note the Contractor is required to comply with all licensing agreements that the CRD is party to for the use of map or other data.

### **3.8 Software and Electronic Formats**

All electronic files submitted must be saved and formatted in the following PC software, using an 8 character file name and 3 character extension file naming convention (all in lower case):

- MS Word 97

- Microsoft Excel 97 for Windows 95
- Microsoft PowerPoint 97 for Windows 95
- Microsoft Access 97 for Windows 95
- PageMaker 7.0

Any mapping files should be saved in an ArcView or MapInfo file format.

The executive summary and selected text and graphics identified by the Project Manager for posting on the CRD's web site are to be prepared and saved in an .html format. All graphics for the web are to be saved as .jpg or .gif files.

### **3.9 Reporting Requirements and Procedures**

The Contractor must communicate and report on project status to the Project Manager weekly for the duration of the project period, either in person, by telephone, E-mail or as necessary by Fax, to report on progress and resolve issues as they arise. Close collaboration between the Contractor and the Project Manager is expected and required throughout the project.

The Contractor is required to report any anticipated or recommended changes to the original work plan and timeline, in advance, to the Project Manager. Any changes to these items will require the execution of a Change Order by both parties PRIOR TO the change taking place or being implemented. No additional costs will be paid out without the prior approval by Change Order.

The Contractor will be required to meet on a limited number of occasions with the Steering Committee and/or Arts Committee.

### **3.10 Project Management**

The contractor is expected to carry out all necessary project management to ensure the completion of the project tasks, and the successful provision of project deliverables within the time frame. In particular, the contractor is responsible for maintaining project costs within the negotiated contract budget. Finally, the contractor, working in cooperation with the Project Manager, is responsible for maintaining overall project momentum and acceptable quality standards for all work produced.

### **3.11 Special Conditions**

Payment will be tied, through the Contract, to the provision of specified deliverables.

The CRD will include a payment hold back provision in the final contract in the amount of 10% of the negotiated contract value, as an assurance of final contract compliance to the satisfaction of the Arts Development Office.

See Section 3.9 regarding approval requirements for additions or changes to the task list and timeline.

### **3.12 Charge Back for Report Editing**

The CRD has high standards for writing. The contractor must ensure that all reports (including draft reports) are well organized, well written, proofed and edited prior to submission. The CRD will include a provision in the final contract to charge back the cost of necessary editing of reports

submitted, at a rate equivalent to the hourly rate for the contractor's project manager. Any such charges will be deducted from invoice amounts.

#### **4.0 EVALUATION CRITERIA**

##### **4.1 Mandatory Criteria**

The following are mandatory requirements:

1. The proposal must be received at the closing location by the specified closing date and time.
2. The proposal must not be sent by facsimile or email.
3. Eight unbound copies of the proposal must be submitted.
4. The proposal must be signed by a person authorized to sign on behalf of the proponent.
5. A detailed project work schedule diagram including who will do what, and when must be included with the proposal. Proposals not meeting this requirement, or not clearly demonstrating that they will meet it in a substantially unaltered form, will receive no further consideration in the evaluation process.

##### **4.2 Technical Criteria**

Proposals meeting the mandatory requirements will be further assessed against the following criteria, shown with relative weightings:

##### **Evaluative Criteria**

###### **1. Corporate Skills (30)**

- Understanding of the objectives of the Regional Arts Strategic Plan
- Issue identification, knowledge and information sources of the arts sector
- Corporate experience with similar assignments
- Local knowledge, scope of proposed work

###### **2. Personnel (30)**

- Resources assigned to the project; including experience with similar assignments.
- Location of consultant/team – Capital Region or elsewhere
- Proposed time commitment of senior-level personnel

###### **3. Methodology (50)**

- Proposed approach and methodology to the project
- How well does the proposal address the RFP specifications
- Management and organization of the assignment
- Commitment to assignment time frame, deadlines and overall terms and conditions.
- Pricing: Provide all-inclusive per diem rate, for each member of the project team, based on an 8-hour day, Monday to Friday.

**Total Points: 100**

#### **5.0 BUDGET AND PROPOSAL PRICING**

Proponents are to submit a detailed budget for the project, outlining costs for each phase including all fees, expenses and disbursements. Proposal pricing must include all factors that will

affect the cost of the proposal, including estimates of delivery, travel, support, cost savings in other areas and so forth.

## **6.0 REQUEST FOR PROPOSAL PROCESS AND PROCEDURES FOR EVALUATION**

### **6.1 Mandatory Requirements**

This Request for Proposal contains mandatory requirements. Proposals not meeting all mandatory requirements will be rejected without further consideration.

### **6.2 Evaluation Team**

Evaluation of proposals will be undertaken by the Regional Arts Planning Steering Committee.

### **6.3 Evaluation and Selection**

Proposals will be evaluated according to the Evaluative Criteria as set out in Section 4.0.

### **6.4 Debriefing**

Unsuccessful proponents may request a debriefing meeting following execution of a contract with the successful proponent. Points awarded by the evaluation team for proposals will remain confidential and may not be divulged to any proponent.

### **6.5 Negotiation Delay**

If a written contract cannot be negotiated within 10 days of notification of the successful proponent, the CRD may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a contract with the next qualified proponent or choose to terminate the Request for Proposal process and not enter into a contract with any of the proponents.

## **7.0 PROPOSAL PREPARATION**

This section defines the proposal preparation and submission procedures which are to be followed by all proponents. Proponents are cautioned to carefully read and follow the procedures required by this Request for Proposal, as any deviation from these requirements may be cause for rejection.

The proposal must be signed by the person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this Request for Proposal.

### **7.1 Proposal Confirmation**

Proponents who receive the Request for Proposal and do not wish to bid are asked to reply with a letter of "no proposal".

### **7.2 Proposal Format**

Evaluation of proposals is made easier when proponents respond in a similar manner. The following format and sequence should be used to provide consistency in proponent response and

to ensure that each proposal receives full consideration. All pages should be consecutively numbered.

- a) One page letter of introduction identifying the proponent and signed by the person or persons authorized to sign on behalf of, and bind the proponent to, statements made in the proposal.
- a) Title Page, showing Request for Proposal title, proponent's name and address, closing date and time, proponent's telephone number, and a contact name.
- a) Table of Contents including page numbers.
- a) A short one or two page summary of key features of the proposal.
- a) The body of the proposal.
- a) Price details or pricing formulae.
- a) Any additional information, brochures, etc. (may take the form of appendices).

### **7.3 Inquiries**

Direct all inquiries related to this Request for Proposal to the Project Manager or her designate. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be recorded and distributed to all proponents at the Project Manager's option.

Anne Russo, Arts Manager  
CRD Arts Development Office  
Telephone: 250/360-33205  
Fax: 250/360-3023  
E-mail: arusso@crd.bc.ca

### **7.4 Proposal Changes and Amendments**

All proponents will be notified in writing by the Project Manager regarding any changes made to the Request for Proposal or any appendices or any change in the closing date or time. When these changes occur within five CRD business days of the close of the proposal, the proposal closing date may be extended to allow for a suitable number of bid preparation days between the closing date and the issuance of the change.

### **7.5 Closing Date**

**Eight complete copies** of each proposal must be received by 12 noon, on Thursday February 14, 2002 at:

CRD Arts Development Office  
524 Yates Street, PO Box 1000  
Victoria, BC V8W 2S6  
Phone: 250-360-3205

**Proposals sent by facsimile or E-mail will not be accepted.**

Proposals and their envelopes should be clearly marked with the name and address of the proponent and the Request for Proposal title.

**Note regarding courier delivery:** CRD has experienced delays in courier delivery from points off Vancouver Island. Proponents are responsible for ensuring that courier delivery occurs within the deadline.

## **7.6 Late Proposals**

Late proposals will not be accepted and will be returned to the proponent unopened.

## **7.7 Notification of Changes**

All recipients of this Request for Proposal will be notified of any changes made to this document.

## **7.8 Changes to Proposal Wording**

The proponent will not change the wording of the proposal after closing and no words or comments will be added to the general conditions or detailed specifications unless requested by the Project Manager for purposes of clarification.

The proponent may change a previously submitted proposal by withdrawal, amendment or submission of a replacement if done prior to closing date and time. This information or request should be submitted in writing on company letterhead or equivalent and contain the signature of the individual submitting the original proposal.

## **7.9 Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the CRD, if any.

## **7.10 Firm Pricing**

Proposal must be open for acceptance for at least 90 days after the closing date. Upon acceptance, prices will be firm for the entire contract period unless otherwise specified. No additional costs will be considered or approved for work that is part of the contract.

## **7.11 Currency and Taxes**

Prices quoted are to be:

- a) In Canadian dollars;
- b) Inclusive of duty, where applicable;
- c) FOB destination, delivery charges included where applicable; and,
- d) Exclusive of Provincial Sales Tax (PST) and Federal Goods and Services Tax (GST).

## **7.12 Completeness of Proposal**

By submitting a proposal, the proponent warrants that all components required to deliver the services requested have been identified in the proposal or will be provided by the Contractor at no additional charge.

## **8.0 ADDITIONAL TERMS**

### **8.1 Subcontracting**

Utilizing a sub-contractor(s) – who must be clearly identified – is acceptable. This includes a joint submission by two proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for successful provision of the goods or services and this must be defined in the proposal.

### **8.2 Conflict of Interest**

Any proponent, sub-contractor or individual whose current or past corporate or other interests may, in the opinion of the CRD, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of proposals in response to the Request for Proposal.

### **8.3 Acceptance of Proposals**

The CRD reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods or services. The CRD is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the Evaluative Criteria set out in section 4.0

Subsequent to the submission of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral, from any proponent.

The CRD will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

### **8.4 Definition of Contract**

Notice in writing to a proponent of the acceptance of their proposal by the CRD and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### **8.5 Proposals as Part of Contract**

Proposals may be negotiated with proponents and if accepted, may form part of a contract.

### **8.6 Liability for Errors**

While the CRD has made considerable effort to ensure accurate representation of information in this Request for Proposal, the information is supplied solely as a guideline for proponents. The CRD neither guarantees nor warrants the accuracy of the information nor claims that it is necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and drawing their own conclusions respecting matters addressed in this Request for Proposal.

### **8.7 Acceptance of Terms**

All the terms and conditions of this Request for Proposal are assumed to be accepted by the proponent and incorporated in his proposal.

### **8.8 Ownership of Proposals and Freedom of Information**

All documents, including proposals, submitted to the CRD become the property of the CRD for the term of proposal evaluation and are subject to disclosure under the *British Columbia Freedom of Information and Protection of Privacy Act*. By submitting a proposal the proponent thereby agrees to public disclosure of its contents. Any information the proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act. All but a file copy of the winning proposal will be returned to the proponents.

### **8.9 Use of Request for Proposal**

This document, or any portion thereof, shall be used for no purpose other than the submission of proposals.

### **8.10 Confidentiality of Information**

Information pertaining to this competition or any Department information obtained by the proponent as a result of participation in this project is confidential, and must not be disclosed without the written authorization of the CRD Arts Project Manager.

## **9.0 CONTRACT CLAUSES**

### **9.1 Registration with Workers' Compensation Board**

The contract may contain a provision that the contractor and any approved subcontractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

### **9.2 Indemnity**

The Contractor will indemnify and save harmless the CRD, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the CRD at any time or times (either before or after the expiration or sooner termination of this contract), where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor, or by any servant, employee, officer, director or subcontractor of the Contractor pursuant to the contract.

### **9.3 Insurance**

The contract may contain a provision that the Contractor will without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability in an amount not less than \$1,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the CRD. All required insurance will be endorsed to provide the CRD with 30 days advance written notice of cancellation or material change. The contractor will, on demand, provide the CRD with evidence of the required insurance.

#### **9.4 Funding**

Notwithstanding any other provision of the Request for Proposal, the contract contemplated by this Request for Proposal and the financial obligations of the CRD pursuant to that contract are subject to:

- (a) There being sufficient monies available in the appropriation, to enable the Department in any fiscal year or part thereof when the payment of money by the CRD to the Contractor falls due under the contract entered into pursuant to the Request for Proposal to make that payment.
- (a) The CRD Board of Directors not having controlled or limited expenditure under any appropriation referred to in subsection (a) of this section.

#### **9.5 Project Managers**

The CRD Project Manager will be assigned by the CRD as the contract administrator to oversee the contract awarded to the successful proponent. In addition, the Contractor will be expected to name a counterpart project manager. The Contractor's project manager will be responsible for providing scheduled status reports to the Arts Manager or designate.

#### **9.6 Payment Hold Back or Performance Assurance**

The contract may contain a provision whereby the CRD will hold back a portion of the total contract price or require the provision of some other form of performance assurance until the requirements of the contract have been met.

#### **9.7 Intellectual Property Rights**

The CRD will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through a contract. Licensing and marketing rights to the developed product will not be granted in the contract.

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#### **Proponent Checklist**

This checklist has been provided solely for the convenience of the proponent. Its use is not mandatory and it does not have to be returned with the proposal.

- The requirements of the Request for Proposal have been read and understood by everyone involved in putting together the proposal.
- The proposal has been signed.
- The proposal explicitly addresses everything asked for in the Request for Proposal.
- The proposal meets the mandatory requirements of the Request for Proposal.
- The proposal clearly identifies the proponent and the Request for Proposal title.

## Appendix I

### Regional Arts Strategic Plan DEFINITIONS As used in this process

The Capital Regional District, through the CRD ARTS Committee, has embarked on a process to develop a Regional Arts Strategic Plan through research, analysis and importantly, public consultation throughout the region. As we approach the work to be done, we recognize that there are as many interpretations and definitions for the concepts embedded in public policy for the arts as there are groups who are interested in defining them. However, for the purpose of developing a Regional Arts Strategic Plan for the CRD, at this time the following definitions have been agreed upon:

**Culture:** The arts, multiculturalism and heritage resources and activities as practised and preserved in a community. These practices reflect the beliefs, experiences and creative aspirations of a people in a specific geographic and political area.

**Heritage:** Heritage resources include artifacts and architecture, historic and prehistoric resources and archival and interpretive material and activity. Significant objects and structures are protected by legislation which distinguishes what which is merely old from that which is deemed valuable according to notable public aesthetic, educational and social significance.

**Arts:** The arts include the visual arts (painting, print-making, drawing, sculpture, crafts, photography, film and video), theatre, music and song, literary arts and dance. The arts encompass original, creative interpretation, and facsimile reproduction and distribution. Cultural industries - publishing, film, sound recording, video and audio-visual broadcasting - are included.

**Arts policy:** A consolidated statement of vision, purpose, goals, objectives, scope and roles with attendant analysis and recommended actions and implementation strategies for the description and development of arts activity, production and service and related resources.

**Community Arts Organizations:** Non-profit arts organizations in which the artists and performers are not paid for their work (for example the Victoria Operatic Society).

**Professional arts organizations:** Non-profit arts organizations in which the artists and performers are paid for their work (for example the Victoria Symphony).

**Arts service/representative organizations:** Organizations founded and directed by their members, who are creators, interpreters, producers, distributors/disseminators and or conservers in the arts sector, to serve the collective interests of the membership, the constituency and the public. They may be discipline-specific or multi-disciplinary. (for example ProArt, Community Arts Councils or the Federation of BC Writers).

**Festival:** A special event designed to present and celebrate, through public access, productions or services of an arts discipline(s) often multi-faceted and occurring during a brief period of time, often annually, and usually in a reasonable contained area, indoors and/or outdoors.

**Special event:** An activity similar to a festival but that it often has a more specific purpose, focus and public involvement (for example, an art celebration for a centenary).

**Cultural industries:** Those classes of producing enterprises and services involved in film/video (motion picture) production,; broadcasting; audio production (sound recording); and publishing and related training, marketing, distribution and service support activities.

**Public art:** A program to commission, acquire, install and maintain works of art in any medium for temporary or permanent placement in a prominent indoor or outdoor setting.

**Community public art,** produced by artists collaborating with communities, which responds to neighbourhood needs, aspiration, or some other community issues.

**A production** refers to a particular play or dance piece for example.

**Performances** refer to the number of times these pieces are performed in public

**An exhibition** refers to a particular visual art show

**Historic park/site:** A public non-profit park, site, monument and/or building for the purpose of preserving, interpreting and making accessible cultural property as deemed significant under the law or official designation.