



REQUEST FOR PROPOSAL

ATMC RFP0002

NATIONAL ABORIGINAL TOURISM RESEARCH PROJECT

ISSUED DATE: MAY 2ND, 2014

BUDGET RANGE: \$50,000.00 - \$100,000.00

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A. General Services Contract (sample) including Terms & Conditions

THIS COMPLETED FORM MUST BE RECEIVED

BY ABORIGINAL TOURISM MARKETING CIRCLE

707 – 100 Park Royal
West Vancouver, BC V7T 1A2

PHONE : (604) 921-1070

FAX : (604) 921-1072

ISSUE DATE: MAY 2ND, 2014

CLOSING DATE:

NOT LATER THAN 2:00 p.m. Pacific Time
ON THE DUE DATE May 23rd 2014

Name / Company Name	
Address	
City	Prov
Postal	
E-mail	
Phone	Fax

THE UNDERSIGNED AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPSAL AND TO SUPPLY THE SERVICE LISTED AT THE PRICES QUOTED IN THE SUBMITTED QUOTATION. IF A SERVICE CONTRACT (GENERAL) IS ISSUED BY ABORIGINAL TOURISM MARKETING CIRCLE TO THE UNDERSIGNED, THE UNDERSIGNED WILL BE BOUND BY AND WILL COMPLY WITH THE QUOTATION AND THE CONTRACT TERMS AND CONDITIONS CONTAINED IN THIS RFP. PRICING WILL BE FIRM FOR 90 DAYS, UNLESS OTHERWISE SPECIFIED BY THE SUPPLIER.

AUTHORIZED OFFICIAL (PLEASE PRINT) _____

SIGNATURE _____ DATE _____

NATIONAL ABORIGINAL TOURISM RESEARCH PROJECT

INFORMATION TO BIDDERS

SUMMARY

Aboriginal Tourism Marketing Circle (ATMC) is a consortium of 24 Aboriginal tourism organizations from all regions of Canada that is committed to growing and promoting a sustainable, culturally rich Aboriginal tourism industry. Aboriginal Tourism Association of British Columbia (AtBC) will administer the contract on behalf of ATMC.

AtBC oversees all aspects of Identifying *National Aboriginal Tourism Research Project* using planning, monitoring and controlling processes in accordance with AtBC policies and procedures. AtBC is responsible for coordination and completion of the project on time, and on budget. AtBC management will perform a variety of tasks including setting deadlines, assigning responsibilities, and monitoring and summarizing the progress of the project.

ATMC has appointed a project Steering Committee which will guide the project throughout the process which is comprised of ATMC representatives from British Columbia, Manitoba, North West Territories, Ontario, Quebec, and New Brunswick.

DETAILS OF PROJECT

The last major national Aboriginal tourism study was conducted in 2002 (*National Study of the Aboriginal Tourism Industry in Canada* by *Bearing Point and Goss Gilroy*). Therefore ATMC, through AtBC, is undertaking to update all aspects of Aboriginal Tourism in Canada.

The research study should clearly outline the methodology used - both qualitative and quantitative, literature review, data collection methods, analysis performed, etc. It is the expectation to use the 2002 study as a baseline to ascertain the industry's progress.

Some of the main areas examined in the 2002 national study that ATMC can potentially leverage include:

a) Profile of the industry and its economic impacts

- Standard descriptive information such as GDP impacts, employment, regions and sectors, types of tourism products, and other pertinent demographics (age, gender, etc).
- Additional information from market ready Aboriginal tourism products across Canada must be included.
- Elements of a regional perspective must be included in the review.

b) Identification of tourism trends affecting the sector

- In particular, market trends on whether the opportunities for Aboriginal tourism development remains centered in North America, some parts of Europe and some countries in the Asia-Pacific region.
- Examine if it is still the case that visitors are more interested in experiential products and experiences, eco-tourism related activities, 'learning and enrichment' experiences relative to say other main stream products.

c) Identification of issues and constraints facing the sector and individual businesses

- Barriers hindering Aboriginal tourism operators from succeeding, namely, in the areas of product development, capacity and resources.
- Specifically with a view of: business skills, financing, availability of training and awareness programs in English and French, perception and attitudes of the industry, etc.

KEY ACCOUNTABILITIES:

Planning

- AtBC is responsible for planning the project in order to accomplish its goals or produce the products required within constraints such as time, cost and agreed quality of standards.
- AtBC may inherit a detailed work plan or part of a work plan that has already been set by ATMC or AtBC management.
- AtBC will oversee the budget, which others may assist in preparing with an assigned Project Manager.
- AtBC will continuously monitor the progress in terms of the status and the plan and the budget and report back to the supervisor, and senior management via progress reports bi-monthly.
- AtBC will work with the approved proponent to schedule tasks, deadlines and milestones for all s and resources.
- AtBC and the approved proponent must anticipate and catch deviations from a plan or schedule early and keep all participants informed.
- AtBC and the approved contractor should identify, log, analyze and manage potential and actual issues and risks, taking corrective action by tackling day to day issues head on and have a contingency plan for minimizing risks and uncertainties.

Day to Day Management

- The approved contractor will run the project on a day to day basis.
- The approved contractor will assist with coordination of team for community engagement sessions.
- The approved contractor will disseminate production information to an oversight ATMC committee through tasks and sub-tasks assignments based on requirements.
- The approved contractor will review and effectively apply methodology and enforces project standards – intimately understands the requirements of the project and ensures the work proceeds on-spec.
- The approved contractor will review deliverables prepared based on the proposal and ATMC oversight committee expectations.
- The approved contractor will prepare for engagement reviews and quality assurance procedures.
- The approved contractor will ensure project documents are complete, current and provided to the ATMC oversight committee on a timely basis as appropriate.

Communication

- The approved contractor must be courteous and polite in written and oral communication, and be able to get ideas across in a non-confrontational manner in one-to-one, small groups and before large audiences.
- The approved contractor must facilitates with the ATMC oversight committee team and client meetings effectively.
- Must have an understanding of relevant methodologies, processes and standards and ensures that all project team members understand and follow these also.
- The approved contractor is responsible to hold regular status meetings with project team and the ATMC oversight committee
- The approved contractor will deliver engaging, informative, well organized presentations.

Team Management Tasks

- The approved contractor will identify the need for resources and should subsequently take on team management responsibilities in relation to the resources available to the project.
- The approved contractor may work directly with the ATMC oversight committee team members to collaborate, plan activities and negotiate consensus among individual team members on their appointed tasks.
- The approved contractor should be able to create and use reporting tools and present info as requested.

General

- The approved contractor will need to generate many types of documents, including requirement specifications, presentations, contracts, schedules, project reports, communication records, design specifications, meeting agendas and status reports.
- The approved contractor will have to create a structure for project documentation and remain conscientious in using it and ensuring that the ATMC oversight committee understands.
- The approved contractor is responsible for the projects commitment to quality- also referred to specification level and many need to call on specialists to assist in creating or assessing quality standards.
- The approved contractor will comply with and enforces standard AtBC policies and procedures.

REQUIRED COMPETIENCIES:

The successful consultant will be a highly motivated, self-directed professional with at least 5 years experience in a project management role in an Aboriginal environment with experience in tourism marketing, research and knowledge of the Aboriginal tourism. The approved contractor must have exceptional coordinating and communication skills as well as the capacity to work in a dynamic setting that requires rigorous attention to detail and the ability to multi-task in meeting strict time lines and funding agency deliverables. The successful contractor must have the ability to simultaneously and effectively manage the four basic elements of a project: resources, time, money, and scope.

The successful consultant must demonstrate they have the skills to address research and information that may only available in the French language and, therefore, will have the capacity to translate the French language for research purposes.

TERM:

The term of the contract will be 5 months in duration and require a large amount of travel. It is anticipated the contract will commence June 1st, 2014 and end December 31st, 2014.

REFERENCES (Optional):

Aboriginal Tourism Marketing Circle may conduct reference checks of the successful consultant. Aboriginal Tourism Marketing Circle, through AtBC, will not enter into a contract with any contractor whose references, in the opinion of Aboriginal Tourism Marketing Circle, do not confirm the information provided in the RFP.

SUBMISSION INFORMATION:

The contractor must meet the requirements set out in the RFP and Information to Bidders, and in support, contractors shall submit the following information with their quotation:

- Sign and return the RFP page as written confirmation
- Submit the pricing table
- Provide a minimum of two (2) references and their contact information.

INQUIRIES:

All responses to the RFP and any inquiries regarding the services of the anticipated contract or the administrative details of the RFP are to be directed to:

Keith Henry, Chair
Aboriginal Tourism Marketing Circle
707 – 100 Park Royal South
West Vancouver, BC V7T 1A2
Phone: (604)921-1070
Fax: (604)921-1072
Email: khenry@aboriginalbc.com

RFP PRICING TABLE - SAMPLE

Pricing will be firm for the term of the Contract.

Note: Pricing must be in above format, or bid will not be considered. No other expenses will be considered.

SAMPLE:

DESCRIPTION OF SERVICE	RATE per MONTH for TERM of CONTRACT

Prices quoted are to be in Canadian dollars.

TERMS AND CONDITIONS OF THE RFP

1. Late submissions of quotations will not be accepted or considered. It is the responsibility of the potential supplier to ensure that the quotation arrives prior to the date and time and at the place indicated in this RFP.
2. If a potential supplier discovers that it has made an error in its quotation, the supplier may forward a correction notice to Aboriginal Tourism Marketing Circle at the AtBC office, but it must be received prior to the closing date and time for the RFP.
3. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the RFP irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
4. Notwithstanding paragraph 3 above, if it appears that an error has been made in a quotation, Aboriginal Tourism Marketing Circle may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this RFP.
5. Aboriginal Tourism Marketing Circle reserves the right to award this order in part or in full, on the basis of quotations received unless the potential supplier specifies that its quotation is valid only for the complete order.
6. Lowest or any quotation will not necessarily be accepted.
7. Potential suppliers must comply with all applicable laws.
8. Potential suppliers are solely responsible for their own expenses, if any, in preparing an RFP and subsequent negotiation with Aboriginal Tourism Marketing Circle, if any.
9. All inquiries related to this RFP are to be directed to Aboriginal Tourism Marketing Circle, as noted on the RFP. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be distributed to all potential suppliers at Aboriginal Tourism Marketing Circle's option.
10. All documents submitted to Aboriginal Tourism Marketing Circle are subject to the disclosure provisions of the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.
11. Aboriginal Tourism Marketing Circle will not be obligated in any manner to any potential supplier whatsoever until a General Service Contract has been issued by Aboriginal Tourism Marketing Circle respecting a quote.
12. The working language of Aboriginal Tourism Marketing Circle is English and all quotations must be submitted in English.
13. This contract includes a 30 day cancellation privilege for Aboriginal Tourism Marketing Circle use.
14. Throughout this RFP, terminology is used as follows:
 - “Must”, “Mandatory” or “Required”: a requirement that must be met in an unaltered form in order for the proposal/quote to receive consideration.
 - “Should” or “Desirable”: a requirement having a significant degree of importance to the objectives of the RFP.
 - Other Requirements: a requirement not considered essential but for which preference may be given.
15. Quote Format
Suppliers must conform to the instructions given regarding quote preparation and submission as detailed on the RFP form in order to be considered for evaluation.
16. Negotiation Delay
If an acquisition agreement cannot be negotiated within thirty (30) days of notification to the designated supplier, Aboriginal Tourism Marketing Circle may terminate negotiations with that supplier and negotiate an acquisition agreement with another supplier.
17. Short List

The evaluation procedure may be to develop a short list based on the stated criteria. The short listed suppliers may be asked to prepare a presentation, supply demonstration equipment or provide additional technical literature prior to the final selection.

18. Notification of Change

All recipients of this RFP will be notified regarding any changes made to this document for purpose of clarification.

19. Changes to RFP Wording

The supplier will not change the wording of the RFP after submission and no words or comments shall be added to the general conditions or detailed specifications unless requested by Aboriginal Tourism Marketing Circle for purpose of clarification.

20. Subcontracting

Utilizing a subcontractor (who must be clearly identified) to remedy deficiencies in the prime suppliers product or service is acceptable. This also includes a joint submission by two suppliers having no formal corporate links. However, in this case, one of the suppliers must be prepared to take overall responsibility for successful interconnection of the two products/service lines and this must be defined in the quote.

21. Subcontracting to any firm or individual whose current or past corporate or other interests may, in Aboriginal Tourism Marketing Circle's opinion, give rise to a conflict of interest in connection with this project, will not be permitted. This includes, but not limited to, any firm or individual involved in the preparation of this RFP.

22. Acceptance of Quote

This RFP should not be construed as a contract to purchase goods or services. Aboriginal Tourism Marketing Circle is not bound to accept the lowest price or any quote of those submitted.

23. Subsequent to the submission of quotes, interviews and negotiation may be conducted with some of the suppliers, but there shall be no obligation to receive further information, whether written or oral, from any supplier or to disclose the nature of any quotes received.

24. Aboriginal Tourism Marketing Circle reserves the right to modify the terms of the RFP at any time at its sole discretion.

25. Neither acceptance of a quote or execution of an agreement shall constitute approval of any activity or development contemplated in any quote that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

26. Liability of Errors

While Aboriginal Tourism Marketing Circle has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective suppliers are urged to conduct their own investigations into the material facts and Aboriginal Tourism Marketing Circle shall not be held liable or accountable for any error or omission in any part of this RFP.

27. Acceptance of Terms

All the terms and conditions of this RFP are assumed to be accepted by the supplier and incorporated in its quote, except those conditions and provisions which are expressly excluded by the quote.

28. Contractor Administrator

A contract administrator will be assigned to oversee the contract awarded to the successful supplier. In addition, the successful supplier should name a counterpart project manager. The supplier's project manager will be responsible for providing schedule status reports to the contract administrator or his designate.

29. **Compliance with Laws**
The contractor shall give all the notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.
30. **Confidentiality and Security**
This document, or any portion thereof, may not be used for any purpose other than the submission of quote.
31. The successful supplier must agree to maintain security standards consistent with security policies of Aboriginal Tourism Marketing Circle. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties.
32. Information pertaining to Aboriginal Tourism Marketing Circle obtained by the supplier as a result of participation in this project is confidential and must not be disclosed without written authorization from Aboriginal Tourism Marketing Circle.

APPENDIX A
Sample - General Service Contract
(the "Contract")

Contract Number **Enter Contract Number**

BETWEEN:

Aboriginal Tourism Marketing Circle
(and "we", "us" or "our" as applicable) at the following address:

AND
(the "Contractor" or "you", "your" or "yourself" as applicable) at the following address:

600- 100 Park Royal South
West Vancouver, BC V7T 1A2
Fax Number: (604)921-1072

Fax Number:

Date of Contract: this Contract will be effective upon the first day of the term (described in Schedule "A"), regardless of when it is signed (the "Effective Date").

THE PARTIES AGREE TO THE TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW:

SCHEDULE A – DESCRIPTION OF SERVICES

The Contractor will, to the satisfaction of Aboriginal Tourism Marketing Circle provide the following services:

A detailed description of services is outlined in Schedule A where applicable.

Term: From and including: _____ To and including: _____

SCHEDULE B – FEES AND EXPENSES

Aboriginal Tourism Marketing Circle agrees to pay the Contractor the following amounts:

Fees: 0.00 Expenses: 0.00 Maximum Total Contract Amount: 0.00

Billing date(s): _____ Where applicable, payment terms are detailed in Schedule B

SCHEDULE C – APPROVED SUBCONTRACTOR(S) (approved by Tourism BC), INSURANCE AND ADDITIONAL TERMS

SCHEDULE D – PRIVACY PROTECTION

The parties, intending to be legally bound by the provisions of this Contract, have caused this Contract to be executed by their respective duly authorized representatives:

SIGNED AND DELIVERED on the _____ day of _____, _____ on behalf of
Aboriginal Tourism Marketing Circle by an authorized representative of
Aboriginal Tourism Marketing Circle

SIGNED AND DELIVERED on the _____ day of _____, _____ by or on behalf of the Contractor (or
by an authorized signatory of the Contractor if a corporation)

Authorized Representative

Contractor or Authorized Signatory

Print Contractor's or Corporation's Name
Witness' Signature (if Individual rather than Corporation is signatory
above) _____

IMPORTANT – THE TERMS AND CONDITIONS ON ATTACHED PAGES ARE INCORPORATED INTO, AND MADE A PART OF, THIS CONTRACT BY REFERENCE

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Aboriginal Tourism Marketing Circle

(and "we", "us" or "our" as applicable) at the following address:

AND

(the "Contractor" or "you", "your" or "yourself" as applicable) at the following address:

1. Services - You must:

- a) carry out the services described in "Part A -Services" on the reverse (the "Services") (and further outlined in Schedule A where applicable), or as may be agreed to between the parties from time to time;
- b) provide the Services during the term described in Part A, regardless of the date of execution and delivery of this Contract;
- c) supply and pay for all labour, materials, and approvals necessary or advisable to carry out the Services;
- d) ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised;
- e) comply with our instructions in performing the Services, but not as to the manner in which those instructions are carried out; and
- f) upon our reasonable request, attend meetings and provide us with reports concerning the Services provided.

2. Basis of Payment -

We must:

- a) pay you, for satisfactory performance of the Services and the Fees set forth in "Part B - Fees and Expenses" on the reverse (and further outlined in Schedule B where applicable), excluding the Goods and Services Tax, but no more than the "Maximum Amount" specified. In no event will our liability to you under this Contract exceed this "Maximum Amount", including all Fees, Expenses, duties and taxes;
- b) reimburse you for the Expenses set forth in Part B, if the Expenses are supported, where applicable, by proper receipts and, in our opinion, are properly and reasonably incurred by you in the course of providing Services to us under this Contract;
- c) reimburse you for travel expenses in accordance with our travel policy attached as Schedule B1;
- d) pay you for Fees and Expenses within thirty (30) days following delivery of invoices and receipts, if they have been properly incurred by you in accordance with the terms of this Contract;
- e) forward payment to you at the address set forth in this Contract; and
- f) withhold from any payment due to you an amount sufficient to indemnify us against any lien claim that could arise in connection with the provision of the Services.

You must:

- a) submit invoices to us, but no sooner than the dates referred to in Part "B" as the "Billing Dates" (and further outlined in Schedule B where applicable);
- b) include on each invoice:
 - (i) the invoice date; (ii) your name and mailing address; (iii) a unique invoice number; (iv) a list of dates when the Services were provided ("the Invoice Period");
 - (v) the Fees and Expenses claimed for the Invoice Period, and (vi) a description of the services provided during the Invoice Period; and
 - c) be responsible for all customary source deductions and remittances payable, including, the payment of all income taxes, Canada pension plan premiums, workers' compensation contributions, and all other taxes, charges and contributions levied or required by competent governmental authorities in Canada in connection with the performance of the Services under this Contract.

3. Condition of Payment of Fees and Expenses - Notwithstanding anything contained elsewhere in this Contract, our obligation to pay money to you on account of Fees and Expenses is subject to the following conditions, each of which must be satisfied prior to or concurrently with the making of any payment of money due under this Contract:

- a) there is sufficient money available under the *Aboriginal Tourism Marketing Circle Act* and the *Hotel Tax Act* (collectively the "Acts") to enable us to pay you for satisfactory completion of the Services; and
- b) no restriction, limitation or directive under the Acts or any other statute or regulation is made to control, limit or preclude our obligation to pay you for satisfactory completion of the Services.

4. Representations and Warranties of the Contractor - You represent and warrant to Aboriginal Tourism Marketing Circle that the following facts are true as of the Effective Date and will continue to be true throughout the Term:

- a) you are an independent Contractor and not the legal agent, employee, partner or representative of us;
- b) you will not legally bind or purport to legally bind us or cause us to incur liability in any manner whatsoever;
- c) you will not do anything that would result in personnel you hire being considered our legal agents, employees, partners or representatives;
- d) if you are a corporation, you have authorized your signatory to enter into and execute this Contract on your behalf without affixing your common seal;
- e) you have all the necessary rights, powers and authorizations to enter into this Contract and to perform your obligations under this Contract;
- f) you have the necessary knowledge, experience, skills and qualifications to perform the Services as outlined in Part A -Description of Services; and

g) you have not entered into any Contract with any other person that could in any way conflict or interfere with your duties or obligations to us under this Contract.

5. Representations and Warranties of Aboriginal Tourism Marketing Circle
We represent and warrant to you that:

- a) we purchase Services under this Contract for our use and with *Crown funds* and therefore the Services are not subject to the Goods and Services Tax; and
- b) we will make available to you all information in our possession that we consider pertinent to your performance of the Services.

6. Copyright - You hereby assign to us all rights, title and interest, and waive all moral rights, in all material produced by you, or obtained by you from a subcontractor, under the terms and conditions of this Contract (collectively the "Material"), including, but not limited to, accounting records, findings, financial information and projections, business plans, marketing plans, marketing techniques, software, data, specifications, drawings, reports, documents, designs, processes, diagrams and models, whether complete or not. If any Material is produced under this Contract by any person other than you or your employee, you agree to obtain from that person or persons an assignment in your favour of the copyright, and waiver of moral rights, in such Material (the form of which is available from us). 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 subcontractors may have in the Material and confirming the vesting of the copyright in us.

7. Books and Records - You must:

- a) maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred, in form and content satisfactory to us; and
- b) permit us at all reasonable times to inspect and copy the Material and any additional information or property received by you or any subcontractor in the course of providing the Services and, upon our request, deliver to us any of the Material or any such information or property.

8. Confidential Information - In this Contract, Confidential Information means any information disclosed, either directly or indirectly, in either written form, recorded form or orally, and includes information, knowledge and materials related to the designs, know-how, goodwill, intellectual property rights or property of us. We retain all rights, title and interest in any Confidential Information disclosed to or received by you or a subcontractor.

You must use reasonable care to hold the Confidential Information in confidence, protect the Confidential Information, use it only for the purpose of performing the Services under this Contract and not disclose it without our prior written consent, except as required by applicable law, including but not limited to, the *Freedom of Information and Protection of Privacy Act*. You must ensure that those to whom Confidential Information has been disclosed are made aware of and comply with the confidentiality and nondisclosure obligations of this clause. Information: (i) generally available to the public; (ii) already in your possession without restriction; (iii) which becomes known to you, on a non-confidential basis, from a third party; or (iv) developed independently by yourself will not be considered Confidential Information. Upon the expiration or sooner termination of this Contract, you will return to us within thirty (30) days, or any other reasonable period specified by us, all Confidential Information disclosed to you or a subcontractor during the Term of this Contract.

9. Conflict of Interest - You must not provide any Services to any person or enter into any Contract with any person in circumstances that, in our reasonable opinion, could in any way conflict or interfere with your duties and obligations to us under this Contract.

10. Termination - This Contract will terminate automatically on the expiration of the Term. Additionally, this Contract may be terminated:

a) For Reasons Other than Cause

- (i) by you, for reasons other than cause, by giving 21 days written notice to us, or upon any other period of written notice as may be agreed between the parties. You agree that wherever possible, you will give any additional notice to us as will allow a reasonably sufficient time to make provision for the continuity of service; or
- (ii) by us, for reasons other than cause, by giving 21 days written notice to you, or upon any other period of written notice as may be agreed between the parties. At our sole discretion, we may terminate this Contract effective immediately upon payment of an amount equal to the amount of Fees described in Schedule "B" that would have been earned during the notice period.

b) For Cause - By delivery of written notice of termination from us to you, effective immediately, upon a breach of this Contract, including a default in any material respect in the performance of your obligations under this Contract, or those of any employee, agent, subcontractor or representative of yourself in connection with your respective obligations under this Contract. We may, in our sole discretion, specify in that notice that the defaulting party has the option to

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AND

(the "Contractor" or "you", "your" or "yourself" as applicable) at the following address:

remedy the default within thirty (30) days of receiving written notice of the default from us, or within any other reasonable period as we may specify in that notice. If the defaulting party fails to remedy the default within the period specified in that notice, the Contract will terminate at the end of the thirty (30) day period or at the end of any other period specified in that notice.

- c) **Effect of Termination** - In the event of termination of the Contract for any reason other than cause, we must pay you for that portion of the Fees and Expenses described in Part "B" which equals the portion of the Services that was completed to our satisfaction prior to the date of termination. The Fees and Expenses paid to you discharge us from all liability to you under this Contract. Neither party is entitled to any notice, payments or benefits additional to those specified in this paragraph.
Notwithstanding the foregoing, we may, at any time, pursue any remedy available to us in law or in equity.

11. **Indemnity** - You must indemnify us and our employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by us.

12. **Insurance** - You must maintain and pay for insurance on the terms, including form, amounts and deductibles outlined in "Part C", if any, as modified from time to time in accordance with our directions. We may request that evidence of the insurance be made available to us prior to or concurrently with the provision of the Services.

13. **Notices** - All notices, demands, payments, requests, consents, waivers and other communications required or permitted to be given under this Contract will be in writing to the designated authorized representative of the other party and may be delivered a) personally b) by first class prepaid registered mail c) by receipted commercial courier, or d) by electronically receipted facsimile transmission acknowledged in like manner by the recipient to the address and facsimile number as provided in this Contract or to any other address or facsimile number as either party may, by written notice, designate to the other. Any notice delivered personally or by commercial courier will be deemed to have been given and received at the time of delivery. Any notice mailed by first class prepaid registered mail will be deemed to have been given and received on the third day following the day on which it is sent.

14. **Assignment** - You must not, without first getting written approval from us:
a) assign, either directly or indirectly, this Contract or any right of yours under this Contract; or
b) subcontract any obligation under this Contract other than to persons listed in "Part C" (and further outlined in Schedule C where applicable).
No subcontractor, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any subcontractor fully complies with this Contract in the performance of all obligations hereunder.

This Contract will be binding upon and will ensure to the benefit of the parties and their respective lawful successors and permitted assigns.

15. **Time is of the Essence** - In order to enable the parties to obtain the benefits of completing the Services contemplated by this Contract within the times stated, time is of the essence in performing all of the Contracts' obligations.

16. **Non-Waiver** - Any waiver of any breach or default or provision under this Contract will only be effective if the waiver is in writing signed by us, and no waiver will be implied by any other act or conduct or by any indulgence, delay or omission. Any written waiver by us will only apply to the specific matter waived and only in the specific instance in which it is waived.

17. **Governing Law** - This Contract is interpreted by and is to be construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force therein.

18. **Counterparts** - This Contract may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will constitute together one and the same Contract. The parties may each execute this Contract by

signing any such counterpart. This Contract may be executed by the parties and transmitted by facsimile transmission and if so executed and transmitted this Contract will be for all purposes as effective as if the parties had delivered an executed original Contract.

19. **Further Acts and Assurances** - Each of the parties will, upon the reasonable request of the other, do all further acts and execute and deliver all further documents and assurances as may be necessary or desirable to give effect to the provisions of this Contract.

20. **Entire Agreement/ Amendment** - This Contract and all modifications of it contain the entire Contract between the parties about the Services. No prior written or oral statements or representations form any part of this Contract. Except as otherwise provided, all amendments, modifications or changes to this Contract must be in writing and signed by an authorized representative of both parties.

21. **Invalidity of Provisions** - If a court decides that part of this Contract is unenforceable, that part will be treated as deleted and the remainder of this Contract will remain in effect.

22. **Disputes** - Where a dispute arises out of or in connection with this Contract, or in respect of any defined legal relationship associated with it, the parties agree to seek an amicable settlement of that dispute in accordance with discussions and negotiations between the authorized representative of each party, acting reasonably. Failing resolution thereof, all disputes arising out of or in connection with this Contract, or in respect of any defined legal relationship associated with it, must be referred to and finally resolved by arbitration under the rules of the British Columbia International Arbitration Centre.

23. **Survival of Provisions** - Paragraphs 6, 7(b), 8, 9, 11 and 22 will remain in effect, no matter how this Contract is terminated. Notwithstanding the foregoing, all obligations that are of a continuing nature, and all the rights and remedies of us, either at law or in equity, will survive the expiration or sooner termination of this Contract and will continue in force until they are satisfied or by their nature expire.

24. **Interpretations** - For purposes of this Contract:

- a) "this Contract" means this Contract as from time to time supplemented or amended by one or more contracts entered into pursuant to the applicable provisions of this Contract;
b) the headings are for convenience only and do not form a part of this Contract nor are they intended to interpret, define or limit the scope, extent or intent of this Contract or any portion of this Contract;
c) the words "in this Contract", "of this Contract" and "under this Contract" and other words of similar import refer to this Contract as a whole and not to any particular section, subsection, paragraph or other subdivision;
d) the word "including" or "includes", when following any general statement, term or matter, is not to be construed as limiting the general statement, or matter to the specific items or matters set forth immediately following the word or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general statement, term or matter to the same effect as if it were followed by the phrase "without limiting the foregoing";
e) a reference to a statute includes all regulations made under the statute, all amendments to the statute or regulations in force from time to time, and any statute or regulations that may be passed that have the effect of supplementing or superseding the statute or regulations;
f) the schedules to this Contract are an integral part of this Contract as if set out at length in the body of this Contract;

- g) words importing the feminine gender include the masculine or neuter gender, words in the singular include the plural, and vice versa;

- h) unless otherwise specified in this Contract, all references to money are to Canadian dollars;

- i) in this Contract, "we", "us", and "our" refer to Aboriginal Tourism Marketing Circle alone and never refer to the combination of the Contractor and Aboriginal Tourism Marketing Circle. That combination is referred to as "the parties".