

Request for Proposals

Enhancing information & collaboration for managing emerging pests

Lower Mainland Horticulture Improvement Association

Issue date: April 26, 2017

Closing Time: Proposal must be received **before** 4:00 PM Pacific Time on: May 17, 2017

CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, via email, to the following person. Please note: Inquires will only be answered between April 26, 2017 and May 12, 2017. Information obtained from any other source is not official and should not be relied upon. Inquiries and any responses will be recorded and may be distributed to all Proponents at the Solicitor's option.

Sandy Dunn

Lower Mainland Horticultural Improvement Association

P.O. Box 13056 High Street PO

Abbotsford, BC V2T 0C4

Email: FraserValley@bcagclimateaction.ca

DELIVERY OF PROPOSALS:

Proposals must be delivered by e-mail. One complete electronic proposal, in a Microsoft Office compatible format, must be received at the following closing location:

Sandy Dunn

Lower Mainland Horticultural Improvement Association

P.O. Box 13056 High Street PO

Abbotsford, BC V2T 0C4

Email: FraserValley@bcagclimateaction.ca

PROONENTS' MEETING:

■ A Proponents' meeting **will not** be held.

PROponent SECTION:

ALL PROPOSALS MUST BE E MAILED. All parts of the Proponent Section (below) must be completed with a name in the signature field, as the originating email address will be used for confirmation of origin. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.

Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proponent (and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposals executed by the Solicitor and the Contractor;

“Contractor” means the successful Proponent to this Request for Proposals who enters into a written Contract with the Solicitor;

“must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“Project” means the Enhancing information & collaboration for managing emerging pests.

“Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;

“Request for Proposals” or “RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

“Solicitor” means the Lower Mainland Horticultural Improvement Association.

“Regional” means the Fraser Valley Regional District.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Solicitor. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document, will be shared by email simultaneously to all proponents.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Electronic proposals that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5. Eligibility

Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in the Solicitor’s opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person listed on the cover page prior to submitting a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by the Solicitor and may include employees and contractors of the Solicitor. All personnel will be bound by the same standards of confidentiality. The Solicitor’s intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Solicitor 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 Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Solicitor.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Solicitor for purposes of clarification.

11. Proponents’ Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Solicitor, if any. If the Solicitor elects to reject all proposals, the Solicitor will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

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

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

in Canadian dollars;

inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and

inclusive of Goods and Services Tax, Harmonized Sales Tax and Provincial Sales Tax ,where applicable.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Solicitor's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made, to this list in the Contract without the written consent of the Solicitor.

18. Acceptance of Proposals

This Request for Proposals should not be construed as an agreement to purchase goods or services. The Solicitor is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Solicitor will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent 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.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Solicitor on the terms set out in Appendix A.

21. Liability for Errors

While the Solicitor has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Solicitor, nor is it necessarily 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 this Request for Proposals.

22. Modification of Terms

The Solicitor reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted to the Solicitor become the property of the Solicitor. They will be received and held in confidence by the Solicitor, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Solicitor in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Solicitor in relation to this Request for Proposals.

25. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Solicitor, including the evaluation committee and any elected officials of the Solicitor, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Solicitor.

26. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Solicitor with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Solicitor. Such written consents are to specify that the personal information may be forwarded to the Solicitor for the purposes of responding to this RFP and use by the Solicitor for the purposes set out in the RFP. The Solicitor may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Solicitor.

B. Requirements and Response

SUMMARY OF THE REQUIREMENT

The overall objectives associated with this project are to

- Utilize (recent) inventory results to guide/shape priorities for management and collaboration to address emerging pests
- Provide new informational resources (fact sheets) to improve producer knowledge regarding emerging pest issues
- Facilitate collaboration between producer groups with shared pest issues
- Update the Fraser Valley pest (activities, gaps and priorities) inventory

The contractor will work in collaboration with the Project Management Committee to establish project parameters and to develop a detailed work plan for the project.

SITUATION/OVERVIEW

In 2014-2015, the *Fraser Valley Adaptation Strategies* planning process brought together the Fraser Valley's agricultural producers and local and provincial government partners to evaluate climate change impacts on local agricultural production, and to develop strategies and actions to address the associated challenges. A collaborative process to implement priority actions has been underway since the spring of 2015. One of the priority areas identified by participating producers was the anticipated change in pest populations (including insects, diseases, weeds and invasive species) and the associated management challenges. However, it was also agreed that prior to developing any new resources or tools, an important first step would be to review and document recent and current pest-related activities across the sector and region.

An inventory has now been completed¹, documenting recent and on-going pest-related research and management activities across the sector in the Fraser Valley. The inventory also captures priorities and emerging pest issues for each commodity. A follow-up workshop (in December 2016) brought sector groups and specialists together to share the inventory. The workshop enabled preliminary dialogue and connections (as well as acknowledgement of shared issues). However, more focused discussions are required to build meaningful collaboration for future pest management activities.

There is more to be learned through the information gathered through the inventory, particularly in combination with other metrics (e.g. extent of potential economic impact of particular pests). Additional analysis of inventory findings will help to focus next steps on the highest priority and shared emerging issues; this analysis will be a relatively small piece of work but is critical for supporting effective collaborations. Following the analysis, an accessible document (i.e. summary or fact sheet) will be developed to share key findings of the inventory.

¹ The inventory is available at: www.bcagclimateaction.ca/regional-project/fv04

The inventory analysis will be applied to two other major project deliverables (1) a series of fact sheets focused on “emerging” pests (those that are relatively new, or becoming more problematic to the sector), to be produced and distributed throughout the life of the project (2) a small number of focused planning sessions with experts, specialists and industry leaders. A final deliverable will be (3) a sector-wide winter workshop to share project results, to further collaborative efforts and to support a process for updating of the inventory (to be completed through this project).

2.1 Partner priorities

2.1.1 Fraser Valley Agricultural Adaptation Working Group

The Working Group includes representatives from the Fraser Valley Regional District and its member municipalities, the Ministry of Agriculture, the BC Dairy Association, the BC Blueberry Council, the BC Poultry Association and other industry associations with membership in the Fraser Valley. The Working Group participants provide input on the projects as they develop and ensure that projects are designed and delivered in keeping with the [Fraser Valley Adaptation Strategies](#). Participants also bring their organizational knowledge and perspectives and help to ensure that projects are coordinated with other local activities.

2.1.2 BC Agriculture and Food Climate Action Initiative

The BC Agriculture and Food Climate Action Initiative develops tools and resources to enhance agriculture’s ability to adapt to climate change. In the spring of 2012, the Initiative completed a climate change risk and opportunity assessment for the BC agriculture sector ([Adaptation Risk & Opportunity Assessment report series](#)). Based on the findings of the Assessment, a series of in-depth regional plans – *Regional Adaptation Strategies* – are now being developed and implemented across BC. This project — “Enhancing information & collaboration for managing emerging pests” – fulfils a priority actions identified in the *Fraser Valley Adaptation Strategies*.

2.1.3 Government of British Columbia

Consistent with the Growing Forward 2 agreement with the government of Canada, and the BC Jobs Plan Agri-foods Strategy, the BC Ministry of Agriculture has the objectives of improved adaptive capacity and/or sustainability of the sector, of regions and of commodity groups, along with enhanced economic growth, employment, productivity and competitiveness.

The Government of British Columbia’s climate change adaptation strategy can be accessed at the following link: http://www.livesmartbc.ca/attachments/Adaptation_Strategy.pdf

The strategy has three elements:

1. Build a strong foundation of knowledge (including planning tools and engaging climate science)
2. Make adaptation part of Government’s policies, legislation, regulations and decision-making.
3. Assess risks and implement priority adaptation actions in sectors sensitive to climate change (including agriculture)

2.2 Project Responsibility

The project will be overseen by a project management committee that includes representatives of Fraser Valley-based agricultural organizations, the BC Agriculture & Food Climate Action Initiative and the BC Ministry of Agriculture. Final project deliverables will be reviewed by the Fraser Valley Agricultural Adaptation Working Group.

General Project responsibilities are delineated in Table 1 below.

Table 1 - Project Responsibilities

Role	Responsibility
Project Management Committee	<ul style="list-style-type: none"> • Providing overall project direction • Providing input during development of all project deliverables • Sharing deliverables with partner organizations • Communicating project findings
Fraser Valley Agricultural Adaptation Working Group	<ul style="list-style-type: none"> • Providing overall project oversight • Communicating with respective organizations • Reviewing final project deliverables
Contractor	<ul style="list-style-type: none"> • Refining work plan and project parameters • At agreed upon times, updating and receiving feedback from the project management committee • Analyzing the inventory to support emerging pest priorities • Consulting with select experts to receive input on emerging pest priorities and distribution plan/approach* • Finalizing analysis summary and selection of priority pests • Developing draft fact sheets, receiving expert input, finalizing and distributing (fact sheets to be developed in agreed upon order throughout project timeframe) • Developing content for, and coordinating/facilitating, targeted meetings with key groups/ individuals to support collaborative planning re: emerging pests • Developing and coordinating a cross-sector workshop to share project results and support further collaborative linkages • Creating and sharing summary of workshop results

*Distribution will be supported by key project partners, including the Climate Action Initiative

2.3 Project Scope/Budget

1.3.1 Scope

In Scope:

The scope of the contract includes:

Major project elements

Inventory analysis

- Review inventory and identify shared pest threat across the commodities
- Identify greatest potential near-term (pest) threats to production (by acreage and production system)
- Assess greatest emerging pest threats (e.g. pests deemed increasing in last 3-5 years)
- Test assumptions through follow-up dialogue with select specialists/researchers
- Summarize key findings in fact sheet or accessible format

Fact sheets (5-7)

Between five and seven new fact sheets will be developed to provide information about emerging pests. The goal will be to expand awareness and knowledge of priority pests and their management, as well as to bridge across the sector to share information.

- Consult with project committee regarding preferred approach/critical content
- Develop draft content for each fact sheet to address emerging pest challenges including existing information about pest biology and management and additional resources pertaining to the emerging pests
- Receive input and finalize fact sheet content
- Develop a distribution plan including existing extension mechanisms (e.g. industry websites, extension events, commodity production guides) as well as new mechanisms (e.g. notification system to share new fact sheets)

Targeted planning sessions (2-3)

The planning sessions will focus on specific pest threats – bringing together specialists/experts (e.g. government, researchers, consultants) to define research, monitoring and management gaps. A key objective of these sessions will be to identify opportunities for collaboration – some of which may be low-cost and some of which may require additional resources.

- Based on inventory analysis, determine most likely areas of collaboration (i.e. groups and issues)
- Develop approach/content for 2-3 focused planning sessions – bringing together groups with shared pest issues/threats to discuss and confirm near and long-term priorities and areas for near and long-term collaboration
- Coordinate and facilitate meetings
- Provide summary notes of meetings back to participants (and for final summary document)

Cross-industry workshop

The final element of the project will be a year-end “annual” gathering to provide an update on the project activities, and to update the inventory. This session will engage the entire sector with the intention of building momentum around collaboration and maintaining the inventory.

- Develop approach/content for final cross-sector workshop (with strategic focus)
- Share results of project (inventory summary, fact sheets, summary of planning sessions)
- Coordinate update process for inventory and initiate idea of annual meeting, possibly identify theme and host for 2018
- Share final workshop notes and updated inventory back with participants

Out of Scope:

The following items are out of scope and provided to help clarify the scope boundaries of the contract:

- Identifying or addressing issues, opportunities and/or gaps outside of the Fraser Valley
- Providing direct support with monitoring or management of pest-related issues

1.3.2 Budget

The anticipated budget for this Project is \$63,000, representing a hard cap inclusive of **all** contractor costs and applicable taxes.

1.3.3 Timing

Timing for major milestones for the project is provided in Table 2 below.

Table 2 - Project Timing

Deliverable / Milestone	Target Completion Date
Release Request for Proposals	April 26, 2017
Close RFP	May 17, 2017
Proponent selection	Week of May 22, 2017
Project initiation meeting	Week of May 29, 2017
Revised work plan	Week of June 5, 2017
Draft analysis/pest priorities	June 2017
Draft and final fact sheets	To be determined in proposal/project
Planning sessions	Autumn 2017
Final workshop/updated inventory	December 2017

REQUIREMENTS

3.1 Major Deliverable

The major deliverables for this Project are:

- Work plan (including refined methodology, project parameters)
- Inventory analysis/identified pest priorities
- Fact sheets (5-7)
- Planning sessions (2-3)
- Workshop (cross sector)
- Updated inventory

EVALUATION

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

4.1 Mandatory Criteria

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

- a) One complete electronic proposal, in a Microsoft Office compatible or PDF format, must be received at the closing location.
- b) The proposal must be in English and must be sent by e-mail.
- c) The proposal must be received at the closing location before the specified closing time.
- d) Minimum of 3 years experience conducting similar projects
- e) At least one team member with experience with supporting collaboration, workshop/process design and group facilitation
- f) At least one team member (or project advisor) with direct experience working with Fraser Valley or Lower Mainland agricultural producers
- g) Knowledge/experience related to agricultural pest, disease and/or weed issues in the Fraser Valley
- h) Demonstrated ability to synthesize technical information into accessible formats
- i) Demonstrated understanding of climate change projections and impacts
- j) Proposal must conform to the budget provided in this RFP
- k) Proposal must clearly articulate how the major deliverables of section 3.1 will be met

4.2 Desirable Criteria

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

- a) Professional qualification in agrology or training and experience in pest and/or disease management in agriculture
- b) Proponent's ability to cost effectively deliver the requirements of the project

PROPOSAL FORMAT

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) The proposal should be a maximum of 20 pages, including all appendices, CV's, cover page and signature.
- b) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions contained in this document
- c) Table of contents including page numbers
- d) The body of the proposal, including pricing, i.e. the "Proponent Response"

PROPONENT RESPONSE

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

- a) Describe in detail your company's past experience delivering comparable materials (and provide links to any available samples/examples).
- b) Provide CV/biography including relevant education, experience and professional credentials for personnel likely to participate in the project. Also clearly identify which personnel will be undertaking each element of the project.
- c) Provide a project budget showing: anticipated work hours, billing rates and total project costs inclusive of taxes. The budget description should also break out budget details by deliverable.
- d) Provide a high level/preliminary draft work plan describing how the project will be accomplished (including timeline). Include methodology for development the Assessment portion of the project. Note any constraints that may impact your ability to execute the project in a manner consistent with the timing outlined in this RFP.

Appendix A Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Solicitor that will include the following selected contract clauses:

Compliance With Laws

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work. The Contractor will comply with all laws applicable to the work or performance of the Contract.

Laws of British Columbia

Any Contract resulting from this Request for Proposals will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

Arbitration

All disputes arising out of or in connection with the Contract will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

Indemnity

Any Contract resulting from this Request for Proposals will require that the Contractor indemnify and save harmless the Solicitor, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Solicitor 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 sub-Contractor of the Contractor pursuant to the Contract excepting always liability arising out of the independent acts of the Solicitor.

The Contract will not contain a limitation of liability clause or describe how there will be a limitation of a set amount or type.

Insurance

Any Contract resulting from this Request for Proposals may require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to the Solicitor. All required insurance will be endorsed to provide the Solicitor with 30 days' advance written notice of cancellation or material change. The Contractor will provide the Solicitor with evidence of the required insurance, in the form of a completed Solicitor of British Columbia Certificate of Insurance, immediately following execution and delivery of the Contract.

Comprehensive Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Solicitor is to be added as an additional insured and the policy shall contain a cross liability clause.

Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the Contract.

Automobile Liability on all vehicles operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.

Registration with Workers' Compensation Board

The Contractor and any approved sub-Contractors 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.

Payment Holdback

The Contract may contain a provision whereby the Solicitor will hold back a portion of the total Contract price until the requirements of the Contract have been met.

Software

It is the Contractor's responsibility to ensure that the Solicitor has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

Intellectual Property Rights

The Solicitor 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. (Proposals regarding these rights should not be submitted in response to this Request for Proposals and will not be considered in evaluating responses. If, in the future, the Solicitor elects to commercialise the developed product, the licensing and marketing rights will be negotiated separately.)