

# Request for Proposals

Farm and ranch wildfire preparedness planning  
B.C. Agricultural Research & Development Corporation

Issue date:

**Closing Time:** Proposal must be received before 4:00 PM Pacific Time on: November 9, 2018

**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: Wednesday October 24, 2018 and Wednesday November 7, 2018. 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.

Emily MacNair  
BC Agriculture & Food Climate Action Initiative  
230 - 32160 S Fraser Way  
Abbotsford, BC V2T 1W5  
Email: [Emily@bcagclimateaction.ca](mailto:Emily@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:

Emily MacNair  
BC Agriculture & Food Climate Action Initiative  
230 - 32160 S Fraser Way  
Abbotsford, BC V2T 1W5  
Email: [Emily@bcagclimateaction.ca](mailto:Emily@bcagclimateaction.ca)

## PROPOSERS' MEETING:

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

## PROPOSER 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.**

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

# Table of Contents

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<b>A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS .....</b>	<b>3</b>
<b>1. SUMMARY OF THE REQUIREMENT .....</b>	<b>5</b>
<b>2. SITUATION/OVERVIEW .....</b>	<b>5</b>
<b>3. REQUIREMENTS.....</b>	<b>10</b>
<b>4. EVALUATION.....</b>	<b>10</b>
<b>5. PROPOSAL FORMAT .....</b>	<b>11</b>
<b>6. PROPONENT RESPONSE .....</b>	<b>11</b>
<b>APPENDIX A CONTRACT FORM.....</b>	<b>13</b>

## **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 Farm and Ranch Preparedness Planning.

“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 ARDCorp

### **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

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### 1. SUMMARY OF THE REQUIREMENT

The geographic scope of this project is the province of British Columbia. The overall objectives associated with this contract are to:

- Increase agricultural producer awareness of the available wildfire preparedness planning resources
- Provide information and a structured planning process for producers to consider decisions and actions for farm/ranch level wildfire preparedness and mitigation
- Strengthen the linkages and relationships between producers and wildfire preparedness and response staff/agencies

The contractor will report to the Director of the BC Agriculture & Food Climate Action Initiative, and receive periodic input from the project oversight committee.

The contractor will also engage as agreed/needed with staff of government agencies and producer groups.

### 2. SITUATION/OVERVIEW

The BC Agriculture & Food Climate Action Initiative (CAI) partners with producer groups and local governments across B.C. to prioritize and address climate impacts for the agriculture sector. A common concern for producers in many parts of the province is the anticipated increase in extreme events, including wildfire. Increasing average temperatures and longer and drier summers are expected to contribute to more frequent and higher intensity wildfires – creating substantial risk for the agriculture sector.

Working with local partners, CAI has undertaken a number of regional-level projects (in the Cariboo, Okanagan and Cowichan regions) to facilitate dialogue and to develop and share information and resources related to wildfire. The culmination of these activities was the development of a Guide and Workbook to assist farmers and ranchers with developing their own wildfire preparedness and mitigation plans.<sup>1</sup> These resources are the result of extensive input from producers, including pilot workshops hosted in the Okanagan in the spring of 2018.

Following the extremely challenging wildfire season of 2017, the BC Cattlemen’s Association offered a series of 12 workshops across B.C. to assist producers with emergency preparedness – with a strong focus on wildfire. The Guide and Workbook developed by CAI were shared

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<sup>1</sup> The final Guide and Workbook are available at: [www.bcagclimateaction.ca/project/ok05/](http://www.bcagclimateaction.ca/project/ok05/)  
Details regarding the earlier CAI wildfire-related projects – and project deliverables - are available at:

(1) Cariboo: <https://www.bcagclimateaction.ca/regional-project/cb01/>  
(2) Cowichan: <https://www.bcagclimateaction.ca/regional-project/cw10/> and  
<https://www.bcagclimateaction.ca/regional-project/cw11/>

through these workshops, and proved an effective means of walking producers through the many considerations associated with planning for wildfire.

Despite the efforts to date, many producers have not yet had the opportunity to utilize the Guide and Workbook or to consider (and implement) wildfire preparedness/mitigation actions. In order to more actively engage producers, and assist them with undertaking wildfire preparedness planning, this project will enable the delivery of an additional 10 workshops to the producer community across B.C. Locations of these workshops will focus on those areas not covered by previous sessions, and/or areas likely to have high risk/demand.<sup>2</sup>

The workshops will provide a group venue for walking through the steps of wildfire preparedness and mitigation planning (before, during and after wildfire), and will also bring producers together with individuals in their community involved with wildfire response (e.g. BC Wildfire Service, local government). Both of these opportunities are important to facilitate planning and to reduce the impacts associated with future wildfires. The major project activities and deliverables are outlined in the Scope and Deliverables sections below.

## 2.1 Partners/Partner priorities

### 2.1.1 BC Agriculture & Food Climate Action Initiative

The BC Agriculture & 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. Based on the findings of the Assessment, a series of in-depth regional plans – *Regional Adaptation Strategies* – are being developed and implemented across B.C. This project — “Farm and ranch wildfire preparedness planning” is the result of broadly identified priorities and previous project activities, building on earlier work undertaken by both CAI and the BC Cattlemen's Association.

### 2.1.2 B.C. Agricultural Research & Development Corporation (ARDCorp)

ARDCorp is a wholly owned subsidiary of the BC Agriculture Council which delivers farmer focused programs. Working with the Provincial Government and other funding partners, ARDCorp delivers effective and affordable programs and services that advance both the individual producer and entire agriculture sector while benefiting local communities.

### 2.1.3 BC Cattlemen's Association

BC Cattlemen's Association represents 1150 producer members in British Columbia and advocates on their behalf. BCCA Program Delivery Inc. delivers programs for 3rd parties that are of relevance to the sustainability for the beef industry and its producers in the province.

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<sup>2</sup> Workshop locations will be confirmed via the project oversight committee.

## 2.1.4 Government of British Columbia

The Province supports an innovative, adaptive, sustainable, and globally competitive agrifoods sector valued by all British Columbians.

Grow BC, Feed BC, Buy BC is a three-pillared strategy to support B.C.'s agriculture, seafood, and food processing sectors, enhance rural economic development, encourage consumption of B.C. products, and develop strategic initiatives to advance the sector and ensure resilience. The Ministry's 2018/19 Service Plan has an objective to support climate change adaptation by the sector, and a related performance measure to track progress over time.

The B.C. government has accepted all of the recommendations of the February 2018 report of the Auditor General, *Managing Climate Change Risks: An Independent Audit*. The report identified the need for further action to deal with wildfire risk. The B.C. government is also considering the recommendations in the report by George Abbott and Maureen Chapman, *Addressing the New Normal: 21st Century Disaster Management in British Columbia*. The report was an independent review of B.C.'s unprecedented 2017 flood and wildfire season.

The elements of the Government of British Columbia's climate change adaptation strategy are to build a strong foundation of knowledge, to make adaptation part of Government business, and to assess risk and take action in sensitive sectors (such as agriculture).

[https://www2.gov.bc.ca/assets/gov/environment/climate-change/adaptation/adaptation\\_strategy.pdf](https://www2.gov.bc.ca/assets/gov/environment/climate-change/adaptation/adaptation_strategy.pdf)

## 2.2 Project Responsibility

The project – including review of draft deliverables – will be overseen by the Director of the BC Agriculture & Food Climate Action Initiative, with input from a project oversight committee that includes representatives of the BC Cattlemen's Association, the Ministry of Forests, Lands, Natural Resource Operations & Rural Development, Emergency Management BC, and the BC Ministry of Agriculture.

General project responsibilities are delineated in Table 1 below.

Table 1 - Project Responsibilities

Role	Responsibility
Climate Action Initiative (with input from Project Oversight Committee)	<ul style="list-style-type: none"><li>• Providing overall project direction</li><li>• Providing input during development of all project deliverables and certain interim deliverables</li><li>• Sharing deliverables with partner organization</li><li>• Communicating with respective organizations as needed during the project</li></ul>

Role	Responsibility
Contractor	<ul style="list-style-type: none"> <li>• Refining work plan</li> <li>• Periodically (at agreed upon times) providing progress updates and receiving feedback from the project oversight committee</li> <li>• Participating in meetings of the project oversight committee</li> <li>• As directed by CAI, engaging directly with government agencies and sector groups (e.g. review and feedback on draft materials)</li> <li>• Completing all project activities (as outlined below)</li> <li>• Submitting all project deliverables (as outlined below) in draft and final form</li> </ul>

## 2.3 Project Scope/Budget

### 2.3.1 Scope

#### **In Scope:**

The scope of the contract includes:

Expenses associated with hosting focus groups and workshops (e.g. room rentals, catering, contractor travel); and

#### **Major project elements (activities)**

##### *Refine and confirm Work Plan<sup>3</sup>*

- Work plan including details regarding:
  - Workshop locations (venues)
  - Registration/Outreach plan
  - Workshop development tasks and timelines

##### *Coordinate workshop logistics*

- Confirm and reserve workshop venues/catering
- Coordinate registration and outreach
- Contact/follow-up with key agency representatives to ensure participation from local governments and provincial wildfire staff

##### *Compile existing materials and develop workshop materials<sup>4</sup>*

- Develop draft agenda, confirm with project oversight committee

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<sup>3</sup> As a preliminary work plan is a requirement of this RFP, it is assumed that a portion of this effort will already be completed.

<sup>4</sup> All workshop materials must be provided in a format that allows for future use and updating by project partners.



- Develop handouts addressing wildfire risk, behaviour and/or threat analysis (ideally regionally specific information)
- Develop presentation to walk through key workshop content including
  - Wildfire risk, behaviour, threat analysis
  - Stepwise review of content of existing Guide/Workbook
  - Any supplementary (existing) materials to support interaction (e.g. videos, discussion questions etc.)
  - Integrate government agency content as needed

*Deliver workshops*

- Deliver 10 workshops that include content specified in previous section
- Provide participating producers with information/resources to take home
- Summarize workshops (notes from workshop Q&A, any key issues, concerns or opportunities identified)

**Out of Scope:**

Subject to further direction and mutual agreement, the following items are out of scope and are provided to help clarify the scope boundaries of the contract:

- Unless a field component is included in the workshops, the project will not include farm or ranch site visits

2.3.2 Budget

The budget available for this Project is \$70,000 - \$80,000 with a hard cap on contractor fees (including applicable taxes) of \$50,000.

Remaining budget (up to \$30,000) is available to cover project expenses including workshop venue fees, catering for workshop participant coffee/lunch and printing costs, as well as contractor travel for the 10 workshops.

2.3.3 Timing

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

Table 2 - Project Timing

<b>Deliverable / Milestone</b>	<b>Target Completion Date</b>
Release Request for Proposals	October 24 <sup>th</sup> , 2018
Close Request for Proposals	November 9 <sup>th</sup> , 2018
Proponent selection	November 14-16 <sup>th</sup> , 2018
Draft Work Plan/Final Work Plan	November 23 <sup>rd</sup> / November 30 <sup>th</sup>

Deliverable / Milestone	Target Completion Date
Confirmed locations and venues	December 14 <sup>th</sup> , 2018
Draft project materials	January 9 <sup>th</sup> , 2019
Workshops	January 14 <sup>th</sup> to March 15 <sup>th</sup> , 2019
Workshop summary	March 25 <sup>th</sup> , 2019

### 3. REQUIREMENTS

#### 3.1 Major Deliverables

The *major* deliverables for this Project are:

- Work Plan
- Workshop logistics (venues, catering, outreach/registration process)
- Workshop materials<sup>5</sup> including:
  - Agenda
  - Handout pertaining to wildfire risk, behavior and/or threat analysis
  - Presentation slide deck
  - Supplementary workshop materials (as needed)
- 10 Workshops
- Workshop summary (workshop notes; summary of issues, opportunities etc.)

### 4. EVALUATION

This section details all 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.

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<sup>5</sup> All workshop materials must be provided a format that allows for future use and updating by project partners.

- d) Minimum of 3 years experience with wildfire issues, with preference for knowledge/experience related to provincial and local government response context, as well as individual preparedness (e.g. FireSmart)
- e) At least one team member with direct experience working with the B.C. agriculture sector
- f) Proposal must conform to the budget provided in this RFP
- g) Proposal must clearly articulate how the major deliverables of section 3.1 will be met

#### 4.2 Desirable Criteria

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

- a) Demonstrated understanding of climate change projections and impacts
- 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 15 pages, including all appendices, CVs, 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). 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.)