

Request for Proposals

Strengthening Communication and Preparedness for Flooding Events

Delta Farmers' Institute

Issue date:

Closing Time: Proposal must be received **before 4:00 PM Pacific Time on: December 6th, 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: November 19, 2018 and December 4, 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.

Leisa Yee
Delta Farmers' Institute
PO Box 18565
Delta, BC V4K 4V7
Email: Delta@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:

Leisa Yee
Delta Farmers' Institute
PO Box 18565
Delta, BC V4K 4V7
Email: Delta@bcagclimateaction.ca

PROPONENTS' 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 “Strengthening Communication and Preparedness for Flooding Events” project

“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 Delta Farmers’ Institute

“Regional” means the City of Delta.

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

1. SUMMARY OF THE REQUIREMENT

The geographic scope of this project is the area within the boundaries of the City of Delta. The overall objectives associated with this contract are to:

- Conduct a scan to identify gaps and priorities in flood preparedness and communication that can be addressed through the project (and at the local – Delta-wide – scale);
- Engage producers, local government, and other relevant parties in communication to improve systems and strategies related to flood preparedness;
- Gather key input for the City of Delta’s livestock relocation and community evacuation plans
- Develop a concise flood communication protocol to outline communication roles, responsibilities and actions before, during and after a flooding event

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

2. SITUATION/OVERVIEW

The *Delta Adaptation Strategies* planning process (2012-2013) brought together Delta’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. Among the identified areas of concern was the increase in coastal flood risk and the potential impacts to agriculture. Climate change is anticipated to magnify various types of flood risk in Delta. The effects of sea level rise, (potential) increase and frequency of Fraser River peak flows, storm surge events and the increase in frequency and intensity of extreme precipitation events are all projected to result in more frequent and extensive flooding.

Working with local partners, the Agriculture and Food Climate Action Initiative has supported previous projects related to climate-related flood risk in Delta.¹ In December 2016, a workshop was held to review progress to date on implementing the actions in the *Delta Adaptation Strategies*, and to update near-term adaptation priorities. Despite the previous flooding-focused activities, gaps remained including the need to “Coordinate information exchange and strengthen the agricultural sector’s engagement in regional and local flood management initiatives.” This project is being initiated to accomplish this action.

Recent freshet flood risk (Spring 2018) demonstrated the importance of having clear (and mutually understood) plans in place, as well as well-established lines of communication between agriculture and key agencies and the need for farm-level preparedness. Addressing gaps in knowledge and

¹ A broad study (and follow-up workshop) was undertaken to evaluate the economic/production impacts of a range of climate change related flooding events. Another project was completed to develop and pilot an on-farm flood preparedness and mitigation guidebook. The guidebook considered various types of flood risks in Delta, their individual characteristics, and provided strategies and actions that can be taken on the farm-level to prepare.

communication – with consideration of specific flood type and sub-local scenarios – would considerably strengthen overall flood preparedness.

This project will seek to identify gaps in flood preparedness and planning for Delta agriculture, focusing primarily on gaps in communication and information transfer between various stakeholders. Once identified, these gaps will be addressed by ensuring that lines of communication are established and documented, and local planning documents are updated, strengthened and shared. This will be accomplished by hosting a small set of focus groups, developing a communication protocol (distributable in a concise 1-2 page infographic) and gathering updated input/data for the City of Delta’s livestock relocation and community evacuation plans.

2.1 Partner priorities

2.1.1 Delta Agricultural Adaptation Working Group

The Working Group includes representatives from the City of Delta, the Delta Farmers’ Institute, Ministry of Agriculture, the BC Dairy Association, the BC Blueberry Council and a range of producers. The Working Group participants provide input on the projects as they develop and ensure that projects are designed and delivered in keeping with the [Delta 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 Delta Farmers’ Institute

The Delta Farmers’ Institute (DFI) was established in 1898 and is registered under the Societies Act of British Columbia. The DFI is a non-government and non-profit farm producers’ organization whose purpose is to represent the interests of Delta’s resident farming community.

2.1.3 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 — “Strengthening communication and preparedness for flooding events” – fulfils a priority action identified in the *Delta Adaptation Strategies* and in the *Delta Adaptation Strategies Update*.

2.1.4 Government of British Columbia

The Province supports an innovative, adaptive, sustainable, and globally competitive agri-foods 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 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

2.2 Project Responsibility

The project will be overseen by a project oversight committee that includes representatives of the Delta Farmers’ Institute, the City of Delta, the BC Agriculture & Food Climate Action Initiative and the BC Ministry of Agriculture. The project oversight committee is a committee of the Delta Agricultural Adaptation Working Group. Final project deliverables will be reviewed by the complete Delta Agricultural Adaptation Working Group.

General Project responsibilities are delineated in Table 1 below.

Table 1 - Project Responsibilities

Role	Responsibility
Project Oversight Committee	<ul style="list-style-type: none"> • Providing overall project direction • Providing input during development of all project deliverables and certain interim deliverables • Sharing deliverables with partner organizations • Communicating project findings
Delta 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 • Periodically (at agreed upon times) updating and receiving feedback from the project oversight committee • Completing all project activities (as outlined below)

Role	Responsibility
	<ul style="list-style-type: none"> • Submitting all project deliverables (as outlined below) in draft and final form

2.3 Project Scope/Budget

2.3.1 Scope

In Scope:

The scope of the contract includes:

Major project elements (activities)

Conduct scan of existing state of flood preparedness for Delta agriculture sector

- Review materials previously developed for flood preparedness in Delta, including the Livestock Evacuation Plan (2007), Livestock Inventory Areas (2010)
- Review the on-farm flood preparedness and mitigation guidebook and other relevant regional/provincial work for broader farm-level preparedness and recovery context
- Conduct a set of 10-12 targeted interviews with agricultural producers/organizations to assess familiarity with existing flooding plans and identify gaps, priorities and key issues (to inform next steps)
- Consult with City of Delta, Delta Police Department and Delta Fire & Emergency Services to determine existing/ongoing/future work related to flood preparedness and agriculture
- Identify any gaps, issues and priorities regarding communication (e.g. outdated materials and plans, and other gaps in flood preparedness, mitigation and recovery)

Develop focus group materials

- Determine suitable locations for the focus groups, with consideration of the different flood risks faced and the local needs for planning, decision making and communication²
- Compile and/or develop content for structured planning discussions regarding key topics which *could* include:
 - Brief overview of broader flooding mitigation efforts in Delta/regionally
 - Overview of previous Livestock Evacuation planning materials/content
 - Draft communication protocol (including ‘trigger points’, key contacts, roles/responsibilities and infographic)
 - Table-top flooding event scenarios
 - Considerations for livestock relocation (i.e. updating existing plan and/or any new elements required)
 - Considerations for other farm types during flood alert/evacuation

² In the previous City of Delta evacuation plan, content was divided by the following sub-areas: (1) Westham Island & Reifel Bird Sanctuary; (2) Crescent Island; (3) South Ladner; (4) Lands Adjacent to the Airport Land; and (5) East Delta

- Farm-level preparedness
- Key considerations regarding flood recovery

Flood preparedness focus groups (area-specific)

- Hold 2-3 focus groups across Delta to bring together producers, the City of Delta, and other relevant agencies/individuals to discuss flood preparedness planning specific to that locale;
- Ensure focus groups include an informational update about flood mitigation planning in Delta and at the regional level and highlight current agricultural involvement and opportunities into the future
- Share existing materials for on-farm flood preparedness and recovery and ensure that producers are familiar with, and have access to them;
- Capture information in a manner that enables key deliverables to be developed including communication protocol and information for evacuation/relocation plan

Complete final summary and materials

- Develop flood communication protocol (with distributable infographic)
- Consolidate inputs/updates for City of Delta evacuation and livestock relocation plan
- Develop a brief summary that includes project materials and findings and identifies any next steps, outstanding issues and/or gaps of note

Out of Scope:

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

- Communication of results beyond the focus groups and Delta Agricultural Adaptation Working Group
- Implementation of any next steps associated with findings

2.3.2 Budget

The anticipated budget for this Project is \$41,500, **representing a hard cap inclusive of all contractor costs and applicable taxes.**

2.3.3 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	November 19 th , 2018
Close Request for Proposals	December 6 th , 2018
Proponent selection	Week of December 10 th , 2018

Deliverable / Milestone	Target Completion Date
Project initiation meeting	Week of December 17 th
Project Work Plan	January 11 th , 2019
Conduct scan of existing state of flood preparedness for Delta agriculture sector	February 8 th , 2019
Develop focus group materials	March 22 nd , 2019
Flood preparedness focus groups	April 12 th , 2019
Complete draft summary and materials	May 1 st , 2019
Complete final summary and materials	June 1 st , 2019

3. REQUIREMENTS

3.1 Major Deliverables

The *major* deliverables for this Project are:

- Scan (desktop and consultation) and summary of preparedness and communication gaps/issues
- Focus group agenda (structure) and materials (draft and final versions)
- 2-3 focus groups
- Flooding communication protocol (draft and final version)
- Data/input for updated livestock relocation plan/other community flooding planning
- Identification of next steps and remaining areas of concern

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.
- d) Minimum of 3 years of experience conducting similar projects and experience including background scans, research and consultation.

- e) Minimum of 3 years of direct experience with extreme events/flooding issues, including provincial and local government response, as well as individual preparedness
- f) At least one team member with direct experience working with the BC agriculture sector with preference for Delta knowledge/experience
- g) Proposal must conform to the budget provided in this RFP
- h) Proposal must clearly articulate how the major deliverables of section 3.1 will be met
- i) Demonstrated understanding of climate change projections and impacts

4.2 Desirable Criteria

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

- a) Proponent's ability to cost effectively deliver the requirements of the project

5. 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, 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"

6. 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 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.)