The Regional District of North Okanagan

REQUEST FOR PROPOSAL 2012-18

OCCUPATIONAL HEALTH AND SAFETY POLICIES AND PROGRAMS

Issue Date: May 18, 2012

Closing Location:
Regional District of North Okanagan
Administration Department
9848 Aberdeen Road
Coldstream, BC V1B 2K9

Closing Date and Time:
Proposals must be submitted in a SEALED enveloped CLEARLY MARKED “Request for Proposal 2012-18 – Occupational Health and Safety Policies and Programs” and must be received at the above noted closing location no later than 2:00 pm (Local Time) on June 8, 2012

Inquiries Contact Person:
Ron Baker
Community Protective Services Manager
Regional District of North Okanagan
9848 Aberdeen Road
Coldstream, BC V1B 2K9
Phone: (250) 550-3731
Fax number: (250) 550-3701 / Email: ron.baker@rdno.ca
# TABLE OF CONTENTS

**PART A – REQUEST FOR PROPOSAL** ................................................................. 1
RP1. Introduction ................................................................................................. 1
RP2. Proposal Submissions .................................................................................. 2
RP3. Acceptance and Rejection of Proposals ....................................................... 3
RP4. Right to Accept or Reject ........................................................................... 4
RP5. Award of a Contract ................................................................................... 4

**PART B – INSTRUCTIONS TO PROPOUNENTS** .............................................. 4
IP1. Proposal Submissions .................................................................................. 4
IP2. Inquiries and Clarifications ......................................................................... 4
IP3. Public Opening ............................................................................................. 5
IP4. Irrevocability ............................................................................................... 5
IP5. Ownership of Proposals and Freedom of Information ............................... 5
IP6. Irregularities and Informalities ..................................................................... 5
IP7. Evaluation Criteria ...................................................................................... 5
IP8. Clarifications ................................................................................................ 6
IP9. Conflict of Interest ...................................................................................... 6
IP10. Anti-Collusion, Fraud and Corruption ....................................................... 6
IP11. Confidentiality ............................................................................................ 6
IP12. Claims .......................................................................................................... 6
IP13. Basis of the Contract .................................................................................. 6
IP14. Negotiation Delay ...................................................................................... 6
IP15. Responsibilities of the RDNO ..................................................................... 7

**PART C – GENERAL CONDITIONS** ............................................................... 7
GC1. Term of the Contract .................................................................................. 7
GC2. Definitions ................................................................................................... 7
GC3. Notices ......................................................................................................... 8
GC4. Laws, Permits and Regulations .................................................................... 8
GC5. Pricing .......................................................................................................... 8
GC6. Right to Audit ............................................................................................... 8
GC7. Correction .................................................................................................... 9
GC8. Payments ..................................................................................................... 9
GC9. Taxes ............................................................................................................ 9
GC10. Quality of Workmanship and Materials ................................................... 9
GC11. Warranty .................................................................................................... 9
GC12. Changes in the Work ................................................................................ 9
GC13. Criminal Record Check ........................................................................... 10
GC14. Assignment ............................................................................................... 10
GC15. Indemnification ......................................................................................... 10
GC16. Performance of the Work ........................................................................ 10
GC17. Service Level Agreement ........................................................................ 10
GC18. Dispute Resolution .................................................................................... 11
GC19. Termination ............................................................................................... 11
GC20. Insurance Requirements .......................................................................... 12
GC21. Worksafe BC ............................................................................................ 12
GC22. Advertising ............................................................................................... 12
GC23. Sub-Contractors ....................................................................................... 12

**APPENDIX A – SERVICE AREA MAP** ............................................................ 14
PART A – REQUEST FOR PROPOSAL

RP1. Introduction

The Regional District of North Okanagan (RDNO) is committed to providing a safe work environment for its 70 plus employees through its Occupational Health and Safety Plan which will be designed, operated and maintained in accordance with applicable occupational health and safety standards.

The RDNO covers an area of approximately 787,190 hectares and delivers approximately 70 services.

The RDNO is seeking proposals for the further development of its Occupational Health and Safety program, including the development of policies and procedures to fulfill the RDNO’s obligations to its employees under the Workers Compensation Act and other relevant legislation. The RDNO has an OHS Program framework which requires to be populated with requisite policies and procedures. The successful proponent will be expected to review existing RDNO OHS safety policies and procedures and to work closely with District staff and its OH&S committees in developing the following:

1. Develop policy directives, procedures and safe work practices with respect to:
   - Buildings
   - Structures
   - Grounds
   - Facilities such as Landfills, Transfer Stations, Reservoirs, Pump Stations, Treatment Plants, Fire Training Centre
   - Tools, Machinery and Equipment
   - Work methods and practices
   - Mobile equipment, vehicles

2. Develop a consistent process for maintaining complete and accurate records and statistics in identifying trends, unusual conditions and problem areas

3. Develop a consistent process for maintaining employee education and training records as follows:
   - OHS committee members
   - Orientation of workers
   - Orientation of supervisors
   - Work procedures, use of equipment, emergency procedures and;
   - All other OHS related education/training

4. Develop processes for investigation and documentation of accidents/incidents

5. Develop processes for conducting risk assessment of all RDNO facilities and equipment

6. Develop policy and procedures for Communications, Education, Training and OH&S Management

7. Program components may include, but are not limited to – Joint Health and Safety Committee; First Aid/Medical Aid; Safety Meetings; Hazard Reporting and Investigation; Work Refusal Reporting and Investigation Procedure; Workplace and Equipment Evaluation/Inspections; Ergonomics; Prevention of Workplace Violence; Emergency Preparedness and Response; Occupational First Aid; Workplace Hazardous Material Information System (WHMIS); Working Alone; Confined Space Entry; Lock Out; Workplace Conduct; Electrical Safety; Traffic Control; Critical Incident Response; Transportation of Dangerous Goods; Vehicle and Equipment Management and Safety; Wildlife Hazards; Contractor Coordination;
Exposure Control Plan for Biohazardous Materials; Protective Equipment; Occupational Exposure Control and Testing – Noise, Heat; Compliance Assessments; Substance Abuse;

**RDNO Facilities include:**

Paid on Call Fire Departments
- BX Swan Lake
- Lumby & District
- Silver Star

Fire Training Centre

Animal Control Office, Kennels and Compound – contract operator

Recreation/Arena/Aquatic/Cultural Complexes
- Wesbild Centre
- Greater Vernon Recreation Complex
- Civic Arena
- Priest Valley Arena
- Vernon & District Performing Arts Centre

Landfills and Transfer Stations
- Greater Vernon Recycle Disposal Facility
- Lumby Recycle Disposal Facility
- Armstrong Recycle Disposal Facility
- Cherryville Transfer Station
- Kingfisher Transfer Station
- Silver Star Transfer Station

RDNO Corporate Offices – Coldstream

Building Inspection sub-offices – Armstrong, Lumby, Enderby, Spallumcheen

Water systems
- Greater Vernon Water
- Silver Star Water
- Grindrod Water
- Whitevale Water
- Gunter-Ellison Water
- Mabel Lake Water & Sewer

**RP2. Proposal Submissions**

2.1 Proposals will be received up to **2:00 pm on June 8, 2012** and must be received at the Closing Location indicated on the cover page.

2.2 Proposals received after the Closing Date and Closing Time indicated on the cover page will **NOT** be accepted and will be returned, unopened, to the Proponent.
2.5 The following format and sequence 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) Proposal covering letter.
b) A summary of all key personnel involved in the project;
c) The body of the proposal, including pricing (i.e. the Proponent Response).

2.6 To Meet Mandatory Criteria the Proposal

a) must be received at the closing location by the specified closing date and time.
b) must be in English
c) must be signed by a person authorized to sign on behalf of the Proponent.

2.7 Desirable Criteria

2.7.1 Proponent

a) Experience / Past Performance - The proponent’s past project experience relating to Occupational Health and Safety program development particularly for other local governments providing similar services.

b) Project Team - The qualifications and experience of the personnel the Contractor intends to use on the Request for Proposal, as well as the proposed amount of staffing.

c) Resources - The quality and quantity of resources available to the proponent such as technical aids, computer hardware and software, etc.

2.7.2 The Proposal

a) Presentation - The format and readability of the proposal. It should clearly convey the Contractor’s intent in a clear and concise manner.

b) Methodology / Task Evaluation - The Contractor’s approach to the services required as set out in the terms of reference. Consideration is given to whether the Contractor has effectively addressed each aspect of the Request for Proposal, thoroughly understood the requirements of the Request for Proposal, chosen a suitable approach, and identified problem areas.

c) Scheduling / Work Plan - The completeness of the task items and rationale of the work plan which shows a clear indication of the anticipated work schedule along with any other supporting documents pertinent to the project.

d) Price - Proposal should quote an all-inclusive price (including travel). HST should be shown as a separate line item. An hourly rate shall also be provided for related but ancillary work outside the scope of this proposal.

RP3. Acceptance and Rejection of Proposals

Notwithstanding any other provision in the Proposal documents, the RDNO at its sole discretion shall have the right to:

- Accept the Proposal;
- Reject the Proposal;
RP4. Right to Accept or Reject

If there is only one compliant Proposal received by the Closing Date, the RDNO reserves the right to accept the Proposal or cancel the Request for Proposal outright and with no further consideration for the sole Proposal.

RP5. Award of a Contract

5.1 Contracts valued at $50,000 and over require RDNO Board approval.

5.2 Award of any contract is contingent upon adequate funds being available and in place.

PART B – INSTRUCTIONS TO PROPONENTS

IP1. Proposal Submissions

1.1 Proposals must be submitted in a SEALED enveloped CLEARLY MARKED “Request for Proposal 2012-18 – Occupational Health and Safety Programs and Policies” and must be received at the Closing Location indicated on the cover page no later than 2:00 pm on June 8, 2012.

Submission envelope must be CLEARLY MARKED with the Proponent’s name and address.

Proposers should submit one (1) original and one (1) un-bound copy for a total of two (2) in one SEALED package. In addition one electronic version shall be provided in Office Word format by way of CD/DVD or USB memory stick.

1.2 Proposals received after the Closing Date and Closing Time will NOT be accepted and will be returned, unopened, to the Proponent.

1.3 Proposals may be withdrawn by written notice only, provided such notice is received at the Closing Location prior to the Closing Time.

1.4 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, shall be borne solely by the Proponent.

1.6 Copies of Insurance and Worker’s Compensation Board registration number are NOT required to complete the Request for Proposal submission.

IP2. Inquiries and Clarifications

2.1 It is the responsibility of the Proponent to thoroughly examine these documents and ensure that the requirements contained are fully understood.
2.2 Not intended to discourage dialogue, requests for clarifications or additional information should be provided in written form to the Contact Person shown on the cover page, no later than two days prior to close. If required, an addendum will be issued to all Proponents.

2.3 Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and distributed to all Proponents, if applicable.

IP3. Public Opening

There will be no public opening. Anyone interested in knowing who submitted qualified Proposals, please contact the Contact Person on the cover page after the Closing Time.

NO PRICING INFORMATION WILL BE RELEASED.

IP4. Irrevocability

Proposals shall be irrevocable and remain open for acceptance for a period not less than sixty (60) days from the Closing Time, whether or not another Proposal has been accepted.

IP5. Ownership of Proposals and Freedom of Information

All responses to this Request for Proposal become the property of the RDNO. By submitting a Proposal, the Proponent agrees the RDNO has the right to copy the Proposal. Proposals will be held in confidence by the RDNO, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

IP6. Irregularities and Informalities

The RDNO reserves the right, at its sole discretion, to waive minor irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the RDNO to do so.

IP7. Evaluation Criteria

7.1 Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in the RDNO’s opinion, give rise to a conflict of interest in connection with the work.

7.2 Proposal evaluation may include, but is not limited to:

- Professional qualification of management and in-field personnel
- Labour rates and other associated costs to perform the service by:
  1. Project management personnel
  2. In-field personnel
  3. Other identified staff
- Staff and corporate experience with similar projects
- References
- The overall value that the Proposal represents to the RDNO, based on quality, service and price
- Compliance with these terms of reference and completeness of the Proposal
- The Proponent’s understanding of the RDNO’s requirements and expectations
- Any other value-add benefits offered by the Proponent which are not specifically addressed in this Request for Proposal.
IP8. Clarifications

Written Addenda are the only means of amending or clarifying any of the information contained in the information package. Information obtained from any other source is not official and should not be relied upon. The RDNO may amend or clarify the information package by issuing an Addendum. No employee or agent of the RDNO is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The RDNO makes no guarantee as to the timely delivery of the Addendum.

IP9. Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen (in the RDNO’s sole and unfettered discretion) to create a conflict.

IP10. Anti-Collusion, Fraud and Corruption

10.1 The Proponent shall not communicate to any person other than the RDNO the amount of any Proposal, adjust the amount of any Proposal by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

10.2 Any breach of or non-compliance by the Proponent shall, without affecting the Proponent's liability for such breach or non-compliance invalidate the Proposal.

IP11. Confidentiality

11.1 Information about the RDNO obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the RDNO.

11.2 The Proponent agrees that his obligation of confidentiality will survive the termination of any Contract awarded under this Request for Proposal.

IP12. Claims

The Proponent, by submitting a Proposal, agrees that it will not make a claim against the RDNO, for whatever reason, relating to the Proposal, the Proposal documents or the competitive proposal process, in excess of an amount equivalent to the reasonable costs actually incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim or recovery for loss of profits or any prospective damages whatsoever if no Contract is entered into with the Proponent.

IP13. Basis of the Contract

The Proposal submission, the Request for Proposal documents and such other documents including all amendments or addenda, shall form the basis of the Contract between the Proponent and the RDNO.

IP14. Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, the RDNO may, at its sole discretion at any time thereafter, terminate negotiations with that
Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Proponents.

**IP15. Responsibilities of the RDNO**

The RDNO is obligated to the Proponents in the following ways to be fair, to disclose, to warn, to act in good faith and honor the Proposal process.

**PART C – GENERAL CONDITIONS**

**GC1. Term of the Contract**

The intent of the RDNO is to commence the contract on or about July 9, 2012, expiring on or before December 31, 2012.

**GC2. Definitions**

The following words and terms, unless the context dictates otherwise, shall have the following meanings. Words having a singular number include the plural and vice versa. References to the male gender refer to the female gender as well when appropriate.

“**Closing Time**” means the closing date, time and place as set out on the title page of this Request for Proposal.

“**Contract**” means the agreement formed between the RDNO and the Contractor as evidenced by the purchase order issued to the Contractor by the RDNO.

“**Contract Documents**” means the Contract, the Contractor’s Request for Proposal Documents, the Request for Proposal and such other documents as listed in the Contract, including all amendments and addenda agreed to between the parties.

“**Contractor**” means the successful Proponent who may be an individual, partnership, corporation or combination thereof, including joint venture, who or which executes the resulting Contract.

“**Must**” or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration.

“**Proponent**” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Proposal as set out in Part E of this RFP.

“**Proposal**” means the Proponent’s submission.

“**Purchase Order**” means the document officially confirming award of the Contract.

“**Regional District of North Okanagan**” or “**RDNO**” means the Regional District of North Okanagan, as described under the Local Government Act with offices located at 9848 Aberdeen Road, Coldstream, BC V1B 2K9, Phone: (250) 550-3700 and Fax: (250) 550-3701.

“**Regional District of North Okanagan’s Designated Representatives**” means the RDNO’s employees or representatives who are authorized to deal with the Contractor on behalf of the RDNO.
“Request for Proposal” or “RFP” means this Request for Proposal including, but not limited to: Part A-Instructions to Proponents, Part B-General Conditions, Part C-Special Conditions, Part D-Specifications, Part E-Proposal Submission and any additional attachments that may be listed in the Table of Contents.

“Requirements” means all of the requirements set out in Part D-Specifications and elsewhere in the Request for Proposal that describes the general requirements that the goods, materials, equipment and services are expected to meet.

“Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

“Site” means the location or a RDNO facility.

“Specifications” means the part of the RFP consisting of general requirements and technical description of the goods, materials, equipment and services, including standards and workmanship.

“Work” means all the labour, materials, equipment, supplies, services and all else necessary for the execution, completion and fulfillment of the Requirements.

GC3. Notices

All notices required to be given in regards to this Contract shall be given in writing and forwarded to the RDNO’s Representative at the address indicated on the cover page of the Request for Proposal.

GC4. Laws, Permits and Regulations

4.1 The laws of British Columbia shall govern the Contract both as to interpretation and performance.

4.2 In carrying out its obligations, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licences, permits and registrations as may be required by law.

4.3 The successful Contractor shall ensure that both it and approved sub-contractors hold current business licences for this type of work.

GC5. Pricing

5.1 Prices quotes shall be exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling overhead, profit and all other costs included. Taxes should be shown as separate line items.

5.2 The Price(s) stipulated on the face of the Purchase Order and those amounts agreed for the provision of the goods/services stipulated shall govern. No adjustment(s) to these agreed amounts will be accepted by the Purchaser unless prior approval has been given by the RDNO to the Vendor prior to receipt of the goods.

GC6. Right to Audit

Upon reasonable notice the Contractor will provide the RDNO and its internal auditors, external auditors, it regulators and such other entities/persons as the RDNO may designate, with unrestricted access at reasonable times to the data and records relating to the services and goods received by the RDNO.
Such access will be provided in order to verify the accuracy of charges and invoices for goods and services received.

**GC7. Correction**

The proposed unit price shall govern. The RDNO shall correct extensions to any HST, or mathematical computation to arrive at the correct Proposal Price.

**GC8. Payments**

The Contractor shall be paid net 30 days from receipt of an invoice and acceptance of the goods, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the RDNO.

**GC9. Taxes**

9.1 The Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract.

**GC10. Quality of Workmanship and Materials**

10.1 The RDNO shall be the final judge of all workmanship and materials in respect to both quality and quantity and its decisions of all questions in dispute with regard will be final.

10.2 Acceptance of the work for final payment does not extinguish any covenant of the Contract.

10.3 All goods and services shall be subject to inspection and test and shall meet the approval of the RDNO.

10.4 Acceptance or rejection of the goods shall be made as promptly as practicable, but failure to inspect and accept or reject the goods shall not relieve the Contractor from responsibility for such goods that are not in accordance with the Contract.

**GC11. Warranty**

11.6 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfillment of the Contract.

**GC12. Changes in the Work**

12.1 The RDNO, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The Contractor shall proceed with the work as changed and the work shall be executed under the provisions of the original Contract. Subject to mutual agreement, the Contractor shall proceed with the amended work. No change shall be undertaken by the Contractor, without written order except in an emergency endangering life or property and no claims for additional compensation shall be valid unless the change was so ordered.

12.2 If such changes affect the time of the Contract completion or the amount, these shall be adjusted at the time of ordering the changes. The value of the addition or deduction shall use one or more of the following methods in deciding such value:

- By unit prices submitted in the Proposal
GC13. Criminal Record Check

Wherever there may be a risk to a person or property the RDNO may require the Contractor, their employees and/or sub-trades to pass a Criminal Records Check provided by the local RCMP or Police Department, the cost of which is the responsibility of the RDNO.

GC14. Assignment

The Contractor shall not assign, sublet or let out as task work any part of the work, and shall not assign any interest herein or any right to payment without first having obtained the consent in writing of the RDNO. If the RDNO should consent to any such assignment, subletting or letting out as task work of all or any part of the work, the Contractor in no way be relieved from its responsibility for the fulfillment of the work, but shall continue to be responsible for the same in the same manner as if all the work has been performed by the Contractor.

GC15. Indemnification

15.1 The Contractor shall indemnify, hold harmless the RDNO from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed in the performance or purported performance.

15.4 The Contractor shall assume the defense of, and indemnify and hold harmless the RDNO and its officers, employees and agents, from and against all claims relating to materials furnished and to inventions, copyrights, trademarks or patents and rights thereto, used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the RDNO.

GC16. Performance of the Work

16.1 The Contractor shall rectify any loss or damage for which, in the opinion of the RDNO, the Contractor is responsible, at no charge to the RDNO and to the satisfaction of the RDNO. Should the Contractor neglect to execute the work properly or fail to perform any provision of the Contract, the RDNO may, without prejudice to any other fight or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

16.2 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout, or other work stoppages, the RDNO will suspend payment during this time. In these situations, the RDNO may upon ten (10) days written notice to the Contractor, terminate the Contract without prejudice to any other right or remedy the RDNO may have.

GC17. Service Level Agreement

17.1 Standard indicators for performance measurement may include but are not limited to:

- Adequate equipment
- Adequate qualified staff
- Timely follow-up for problem resolution
- Excellence in quality of service
- Compliance with Safety Regulations

17.2 From time to time the RDNO may monitor Contractor performance and measure to acceptable standards.

17.3 The RDNO reserves the right to audit and report on Service Levels as required.

**GC18. Dispute Resolution**

18.1 All claims, disputes or issues in dispute between the RDNO and the Contractor shall be decided by mediation or arbitration if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia, Canada.

18.2 In the event that the parties agree to arbitration, the arbitration shall be governed by the rules of the British Columbia International Arbitration Centre, except that the Arbitrator(s) shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia, Canada.

18.3 Arbitration will take place in the Southern Interior of British Columbia and be governed by the laws of the Province of British Columbia, Canada.

**GC19. Termination**

19.1 The RDNO will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:

- If the Contractor fails to make delivery of the goods/services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract, within the time specified or within a reasonable time if no time is specified;

- In the event that the Contractor performs any act or does anything by which the RDNO shall incur any liability whatsoever;

- In any failure of the Contractor to meet the safety requirements of the Contract;

- In the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the RDNO, requiring the RDNO to pay any portion due to the Contractor under the Contract;

- And/or in the event that the Contractor is adjudged bankrupt or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

19.2 In addition, the Contractor agrees that the RDNO reserves the right, at its sole discretion, to terminate this Contract at any time “Without Cause” by providing the Contractor thirty (30) days prior written notice. In such an instance, the RDNO is liable to compensate the Contractor for only the product or services that have been provided up to the end of the notice period.

19.3 Upon termination of the Contract, the RDNO shall have no obligation to the Contractor except for such labour and materials as have been supplied or performed up to the date of the termination of the Contract.
19.4 Upon termination of the Contract, in whole or in part other than Termination Without Cause, the RDNO may procure similar goods and/or services and the Contractor shall be liable to the RDNO for any excess costs for such similar goods and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, acts of God or acts of the RDNO. The RDNO will not be liable where delivery sites are not available due to strikes, lockouts or acts of God.

**GC20. Insurance Requirements**

20.1 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, the insurance set out herein and provide proof of, insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

20.2 The Contractor shall provide proof of Commercial General Liability Insurance. This insurance shall be on an occurrence based policy with a minimum two million dollars ($2,000,000) limit per occurrence basis with a deductible not greater than ten thousand dollars ($10,000).

20.3 The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than two million dollars ($2,000,000) per occurrence.

20.4 The Contractor shall ensure that all policies where the RDNO in named as an Additional Insured, contain the Cross Liability Clause.

20.5 The insurance policy(ies) referred to herein shall not be canceled or materially changed without the insurer giving not less than thirty (30) days written notice to the RDNO.

**GC21. Worksafe BC**

Prior to commencing any work or services on an RDNO site, the Contractor must provide evidence that it is in good standing with the Worker’s Compensation Board of British Columbia (WCB). The Contractor shall be deemed to be the Prime Contractor within the meaning of the **British Columbia Worker's Compensation Act**, for the purpose of the Contract(s) and shall ensure work is done in a safe manner that complies with all the regulatory requirements.

**GC22. Advertising**

The award of a Contract does not permit a Contractor to advertise its relationship with the RDNO, without the RDNO’s prior written authorization.

**GC23. Sub-Contractors**

23.1 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.

23.2 Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the RDNO’s opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposal will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal. If a Proponent is in doubt as to whether a proposed Sub-contractor gives rise to a conflict of interest, the Proponent should consult with the RDNO’s representative prior to submitting a Proposal.
23.3 Where applicable, the names of approved Sub-contractors listed in the Proposal will be included in the Contract. No additional Sub-contractors will be added or other changes made, to this list in the Contract without written consent of the RDNO.