



PEACE RIVER REGIONAL DISTRICT

Operational Review and Efficiency Audit Request for Proposal #14-2017

Closing Date: 2:00 p.m. (local time), July 28, 2017

**Submit Proposals to:
Peace River Regional District
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8**

**Telephone: (250) 784-3200
Toll Free: 1-800-670-7773
Fax: (250) 784-3201
www.prrd.bc.ca**

Contact:
Chris Cvik, Chief Administrative Officer
prrd.dc@prrd.bc.ca

diverse. vast. abundant.

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1.0 INVITATION

1.5 Statement of Request for Proposal

The Peace River Regional District (PRRD) is seeking proposals from qualified consultants to conduct an “Organizational Review and Efficiency Audit” of the PRRD’s services, resourcing and structure. The PRRD is interested in determining if service areas and departments are adequately resourced, if the current division of responsibilities is appropriate, if the PRRD organizational structure matches service delivery expectations and leading practices and if efficiencies can be identified.

1.6 Request for Proposal Documents

Copies of the Request for Proposal (RFP) may be obtained from the Peace River Regional District at: website: <http://prrd.bc.ca/category/tenders.rfps> or www.civicinfor.bc.ca or www.bcbid.gov.bc.ca

1.7 Regional District Representative

The Regional District’s Representative will be:

Chris Cvik, CAO
Peace River Regional District
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8
Telephone: 250-784-3200 Toll-free: 1-800-670-7773
Fax: 250-784-3201
Email: prrd.dc@prrd.bc.ca

All inquiries relating to the RFP shall be directed to the Representative.

1.8 Submission of Proposals

Proponents shall submit two (2) hard copies and one (1) electronic PDF copy of the proposal. All shipping materials are to clearly identify the Proponent and their contents.

The proposal closing date shall be **July 28, 2017 at 2:00 p.m. local time**. It is the Proponent’s sole responsibility to ensure that its Proposal is received on time at the PRRD Head Office at 1981 Alaska Avenue, Dawson Creek, BC. Submissions received after this date and time will be considered disqualified and will be returned unopened. Qualifying proposals will be opened privately after the closing time. **Faxed or emailed submissions will not be accepted.**



Faxed proposals are not acceptable and will be rejected. A Proposal may be changed by a fax received by the Regional District Representative at (250) 784-3201 not later than the advertised Closing Time. If a Proponent faxes a change to the Proposal, the Proponent accepts all risk associated therewith, including, without limitation, the risk of:

- a) an incomplete or lost Proposal,
- b) a lack of confidentiality of the Proposal;
- c) a failure or breakdown, or inadequacy, of any telecommunications equipment or service, including of the Proponent, Regional District or any third party; and
- d) the inability of the Proposal to be received by the Closing Time because the Regional District's facsimile equipment or telephone line is busy.

Any faxed Proposal change should disclose only price changes and any faxed change that discloses a lump sum price, a unit price, an extended total, or total Proposal price will result in the entire Proposal being rejected.

Each Proposal shall be submitted to the Dawson Creek office in a sealed envelope clearly marked and addressed as follows:

Chris Cvik, CAO
Peace River Regional District
Operational Review and Efficiency Audit RFP#14-2017
1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8

1.9 Closing Date and Time

- RFP Closing Date: July 28, 2017
- RFP Closing Time: 2:00 PM (local time)
- Project will be awarded within approximately 6 weeks after the closing date.

2.0 INTRODUCTION & BACKGROUND

The Peace River Regional District provides local government services to approximately 66,500 residents in seven incorporated municipalities and four electoral areas, covering a geographic area of 12 million hectares. 70% of the population resides in the urban municipalities of Fort St. John, Dawson Creek, Tumbler Ridge, Chetwynd, Hudson's Hope, Taylor and Pouce Coupe with the remaining 30% of the population distributed across the vast unincorporated area of the Regional District.

The Regional District is a federation of both urban and rural areas governed by a 12-member Board consisting of eight directors appointed by seven municipalities and four electoral directors elected by voters in four electoral areas. Each municipality or electoral area participates in a variety of regional or local services, paid for through numerous individual service areas and a variety of cost sharing formulas.

The PRRD, like other local governments and organizations, needs to ensure that it is meeting the needs of its constituents, ensure it is adjusting to its external environments, and provides services in as an efficient and cost effective manner as possible. For these reasons the Board of the PRRD is conducting an "Organization Review and Efficiency Audit". The Board has not identified a specific problem they would like to see addressed through the audit.

Audits are a necessary and positive means to check, confirm and re-orient (as necessary) the range of services to be delivered, as well as the means of delivery. Audits are one method to ensure what is delivered is of the highest value to the community, identify new and more efficient ways to deliver services, apply best modern practices to cost effective delivery, and direct valuable, limited resources to the delivery of valued programs and services.

Staff from the Regional District will work with the successful proponent and will provide information and assistance to realize the project deliverables.

The following websites provide information regarding services provided by the local government:

- Peace River Regional District www.prrd.bc.ca

3.0 PURPOSE & SCOPE OF WORK

3.1 Purpose

The intention of this RFP is to solicit Proposals from firms qualified and interested in conducting an efficiency audit and organizational review of Peace River Regional District's (PRRD) services, resourcing and structure. The PRRD is interested in determining if service areas and departments are adequately resourced, if the current division of responsibilities is appropriate, and if the PRRD organizational structure matches service delivery expectations and leading practices.

The PRRD recognizes that there is an opportunity to increase the organization's efficiency and effectiveness while ensuring the best use of staff resources to meet the needs of the public, stakeholders, the Board of Directors and internal departments. The objective in undertaking this audit and review is to enhance the standard of service delivery, identify efficiencies and provide staff with guidance and support in creating a culture of customer service excellence.

The Board and Administration are committed to building a more focused, responsive, resource-conscious and results-oriented organization that communicates effectively and works efficiently across departments.

3.2 Mandatory Scope of Work

This review should at minimum include the following tasks:

- a) Consult with Board members, staff and stakeholders to inform the review.
- b) Examine the 54 service functions of the Peace River Regional District in an objective manner to determine the level that they are being managed in order to utilize resources in a responsive, economical and efficient manner. (Note the Peace River Regional Hospital District will be considered as part of the review with respect to the Administration component required to operate the service.)
- c) Evaluate service level expectations, strategic objectives, and current resourcing to determine if staffing levels are appropriately aligned to organizational objectives.
- d) Review the current method of service delivery for each service and program (e.g., in-house, contract with private sector, member municipality or non-profit organization).
- e) Assess the overall organization structure, departmental structure, reporting relationships and spheres of authority to determine if they are consistent with public sector best practices.

- f) Review the number of full-time equivalent staff members (FTEs), broken down by exempt and unionized staff, that are budgeted for each service (based on 2017 budget).
- g) Review position descriptions and division of responsibilities to determine if responsibilities are effectively allocated and workload is appropriately distributed or if work overload should be addressed by a re-distribution of responsibilities or increased staffing.
- h) Assess the impact of travel time on staff productivity (e.g., travel to meetings in region and remote worksites).
- i) Conduct a benchmarking study of the PRRD against comparable public sector bodies as an input to assess current staffing levels and the PRRD's organizational structure.
- j) Provide options and recommendations to improve efficiency and effectiveness and to build capacity in the organization to deliver current and future services.

3.3 Optional Scope of Work

The following are considered by the PRRD to be value-added products beyond the mandatory scope of work identified above. Proponents may suggest alternate or other value-added products in their Proposal. Proponents are expected to clearly show a separate and distinct budget for following deliverables:

- a) Identify any other organizational process improvements that become evident from the review including but not limited to redundant or outdated practices, procedures, policies, bylaws, etc. Clearly define resulting scope of responsibility for subject departments.

3.4 Deliverables & Deadlines

The Consultant will be required to provide the following project deliverables:

- a) A report in written and electronic format containing detailed findings and recommendations by November 30, 2017.
- b) A suggested plan for implementation of recommendations.
- c) Identify budget implications of each significant recommendation or initiative.
- d) A presentation of the study to PRRD Board of Directors and Senior Administration in the month of December 2017.

All documentation (hardcopy and electronic) becomes the exclusive property of the PRRD.

3.5 Project Schedule

Project startup will be August 2017 or immediately after award and contract execution, and will conclude prior to December 2017. Proponents are to provide a project schedule based on this timeframe. Ongoing project status updates will be required throughout the project.

4.0 FORMAT OF PROPOSALS & PROPOSAL EVALUATION

Proponents should structure their proposals to provide, at a minimum, the necessary information as outlined in the above referenced sections.

4.1 Company Overview

The proposal shall provide a general overview of the company, its structure, size and capability to perform the work required. This section should specifically highlight recent and relevant project experience that demonstrates the company's suitability to undertake the scope of work. This section should be no more than three (3) pages in length. A minimum of three references relating to relevant project experience should be provided, including contact name and details for the projects.

4.2 Project Team & Experience

The proposal shall clearly identify the proposed team members that will perform the work, and indicate the level of involvement of each team member in the proposed work. This section should address team structure and organization, and also demonstrate how the team members identified have the requisite experience to perform the work. Resumes of all team members should be included in an Appendix to the proposal.

4.3 Proposed Methodology

The proposal shall clearly describe in detail the proposed methodology, taking into account all requirements of the RFP. This section should address the work effort and team member participation and role in delivering the work. The proposed methodology should also identify any potential options, or changes to the outlined approach that could be advantageous to the Regional District. Any such changes and optional work should be identified specifically, or outlined in a separate section.

4.4 Work Schedule and Fee

The total proposed cost of the project shall include:

- a) An all-encompassing fee showing a breakdown of proponent fees, any and all disbursements with applicable taxes listed separately, sub-consultants' fee (if applicable), billable rates for staff assigned to this project, or other expenses as required under Scope of Work.
- b) Work schedule to show cost of each major part and key tasks to complete the project and overall timelines required.



4.5 Projected Deliverables

- a) The proponent will clearly identify in the proposal, specific project milestones, check-in points and deliverables.
- b) The Regional District requires a digital copy and one (2) hard copies.

4.6 Proposal Evaluation and Selection Criteria

The Regional District and Advisory Committee intend to review all proposals and identify the proposal (if any) that offers the best value to the Regional District and the other Partners. To assist with this, the Regional District intends to conduct an evaluation of each proposal based on the evaluation criteria and format outlined below:

Category	Maximum Points	Details
Company and Project Team Qualifications	20	<ul style="list-style-type: none"> • Technical and management capacity and skills of consultant and other team members • Quality of consultant work based on recent and relevant project experience on similar assignments, demonstrating suitability to undertake work • Minimum 3 references relating to project experience, including contact name and project details; past performance appraisals if available
Methodology	25	<ul style="list-style-type: none"> • Understanding of project requirements, scope of work and deliverables • Detailed methodology in addressing scope of work and deliverables • Knowledge or experience in _____ for northern communities • Details of team member participation and role in delivering work • Identify any potential options or changes to outlined approach that could be advantageous to the Regional District
Work Schedule	20	<ul style="list-style-type: none"> • Format, clarity and quality of proposed work plan and schedule detailed by major part and each key task • Realistic timeline and ability to meet deadlines • Anticipation of seasonal delays and information feedback requirements
Fees	35	<ul style="list-style-type: none"> • Costing of each major part and key task to complete the Project

Maximum Total Score = 100

5.0 GENERAL REQUIREMENTS

5.1 Review and Interpretation of Proposals

Each Proponent will be solely responsible for examining all the RFP documents, including any Addenda and issues during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal, before the Proposal is submitted.

Each Proponent will review all RFP documents and will promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein. Any such request must be submitted to the Regional District's Representative in writing, electronically or otherwise, no later than 2:00 PM, five (5) days before the closing date.

Where such requests result in a change or a clarification to the requirements of the RFP, the Regional District will prepare and issue an Addendum to this RFP.

5.2 No Contractual Obligations from RFP (No "Contract A")

This is a request of proposals, and not a call for tenders or bids or a request for offers of any kind. The Regional District does not intend to enter into contractual relations as a result of the issuance of this RFP or by requesting proposals and no contractual obligations whatsoever will arise between the Regional District and any proponent upon the submission of a proposal. The only contract that may arise in connection with this RFP is the contract that may be executed by the Regional District and a proponent for the provision of the services contemplated by this RFP, following the selection by the Regional District of a successful proponent, if any.

5.3 Addenda

Written addenda issued by the Regional District will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. The Regional District reserves the right to issue Addenda up to the RFP Closing date and time. The date set for submitting Proposals may be changed if, in the Regional District's opinion, more time is necessary to enable Proponents to revise their Proposals. Addenda will state any changes to the RFP Closing date and time.

5.4 Preparation of Proposals

All proponents shall be solely responsible for all costs incurred in the preparation of proposals in response to this RFP. The PRRD shall not be held accountable for any such costs, however incurred. The Proposal submitted by each Proponent will be signed by an Authorized Representative of the Proponent.

5.5 Incomplete Proposals

The Regional District expressly reserves the right to reject or accept any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the Regional District may request clarification where, in the opinion of the Regional District, the Proponent’s intent is unclear.

5.6 Negotiation

As part of this RFP process, the Regional District may choose to negotiate with one or more proponents with respect to any aspect of this RFP, the contents of a proposal or the terms of any contract to be entered into for the project.

5.7 Successful Proponent & Contract

If the Regional District selects a proposal, it is expected that the proponent and the Regional District would enter into and execute a written contract for the proponent to provide the services contemplated by this RFP and that the contract would incorporate by reference some or all of this RFP, any Addenda, the contents of the proposal and the results of any negotiations.

If a form of contract is attached to this RFP, Appendix B, it is anticipated that this would form the basis for the contract to be executed by the successful proponent and the Regional District. Otherwise, the Regional District will present a form of contract at some point during the RFP evaluation and selection process.

5.8 Form of Agreement

If the Regional District and a proponent enter into a contract for the performance of some or all of the services contemplated under this RFP, it is anticipated that the following clauses would be included in that contract:

Proponent’s Risk and Warranty

- (a) The Consultant will indemnify and save harmless the Regional District, its elected and appointed officers, its employees, agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses the Regional District may sustain, incur, suffer or be put to at time either before, or after the termination of the contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Consultant or of any agent, employee, officer, director or sub-contractor of the Consultant pursuant to this contract, excepting always liability arising out of the independent negligent act of the Regional District.

Laws of British Columbia

- (b) The Consultant will comply with the laws of British Columbia (including applicable Peace River Regional District Bylaws) applicable to the project. The Consultant shall strictly comply with the current Occupational Health and Safety Regulations and Workers Compensation Act of WorkSafeBC and remain in good standing under the Act. Other applicable federal, provincial and local regulations or policies concerning the health and safety of workers and the general public shall also be followed.

5.9 Withdrawal

Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the closing date and time.

5.10 Conflict of Interest

At no time during the Proposal stage, evaluation stage, after award, or during the preparation of the Scope of Work shall a Regional District Board Member or appointed Authority, Committees or Commissions be in any way connected by the Proponent. Proponents are to include, with their initial Proposal, and at any subsequent time where requested to do so by the Regional District, full details of any employee, person, firm or corporation that could be considered at conflict with the Regional District.

5.11 Freedom of Information and Protection of Privacy

Proponents are advised that parts or all of their Proposals may be subject to the provisions of British Columbia's Freedom of Information and Protection of Privacy Act. Proponents who wish to ensure that particular parts of their proposal are protected from disclosure under this Act should specifically identify any information or records provided with their Proposals that constitute trade secrets, that are supplied in confidence and the release of which could significantly harm their competitive position. Proponents are responsible to review the Freedom of Information and Protection of Privacy Act for further information.

5.12 Liability for Errors

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

5.13 Confidentiality

Any proponent and any other person who, through this RFP process, gains access to confidential information of the District is required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any Contract for service which arises out of this RFP process.

5.14 Proponent's Responsibility

It is the responsibility of the Proponent to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call, at their own initiative. The PRRD reserves the Right to share, with all Proponents, all questions and answers related to this proposal call.

5.15 Ownership of Documents

All documents and materials submitted in response to this RFP shall become the property of the PRRD.

5.16 Intent to Submit Proposal

All Proponents are asked to complete the form attached as Appendix A, as a means of providing contact information for receipt of Addenda or other information pertaining to this RFP. This form should be returned to the Regional District no later than three (3) working days following receipt of the RFP by the proponent. Failure to return this form may result in Proponents not receiving important information about this RFP.



APPENDIX A - INTENT TO SUBMIT PROPOSAL

Operational Review and Efficiency Audit
REQUEST FOR PROPOSAL #14-2017

Please complete this form and return immediately to:

Peace River Regional District
PO Box 810, 1981 Alaska Avenue
Dawson Creek, BC V1G 4H8
Fax: 250-784-3201
or email to: prrd.dc@prrd.bc.ca

Failure to return this form may result in no further communication regarding this Request for Proposal. **Please print legibly.**

Company Name:	
Address:	
City / Postal Code:	
Contact:	
Telephone:	
Fax:	
E-mail	

I have received a copy of the above noted Request for Proposal.

Yes, I will be responding to this Request for Proposal.

No, I will not be responding to this Request for Proposal.

I understand that if I do not submit a response, this will not affect our Company’s status as a potential supplier in the future. I also understand that if I do not return this form our company may not receive any further notices with regard to this Request for Proposal.

Name:	Signature:
Title:	Date:



APPENDIX B – Draft Contract

Operational Review and Efficiency Audit



THIS AGREEMENT is dated for reference, the ____ day of _____, 20__.

BETWEEN:

PEACE RIVER REGIONAL DISTRICT, a regional district incorporated under the Local Government Act, and having an address at Box 810, 1981 Alaska Avenue, Dawson Creek, B.C., V1G 4H8
Phone: 250-784-3200
prrd.dc@prrd.bc.ca
(hereinafter referred to as the 'Regional District')

AND:

Contractor having an address at _____,
_____, BC
Phone: _____
(hereinafter referred to as the 'Contractor')

Context of this Agreement:

- 1. The Regional District wishes to retain the services of the Contractor to conduct an "Organizational Review and Efficiency Audit" of the PRRD's services, resourcing and structure hereinafter referred to as the "Work"), as described in Section 3.0 of the Request for Proposal submitted by _____, attached as Schedule 'B' forming part of this Agreement; and
- 2. The Contractor has agreed to provide the Work to the Regional District on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that in consideration of the payments to be made to the Contractor by the Regional District, and the mutual promises and agreements set out herein (the sufficiency of which are hereby acknowledged by the parties), the parties agree as follows:

- 3. This is an Agreement for the performance of the Work and the Contractor is engaged as an independent Contractor for the sole purpose of providing the Work.
- 4. Neither the Contractor nor any of its employees or contractors is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments and deductions required to be made by any enactment, including those for Canada Pension, Employment Insurance, Workers' Compensation or Income Tax.
- 5. The Contractor agrees not to take any action or make any claims against the Regional District under this Agreement which would be contrary to the nature of this contract as a contract for services.



Notice:

- 6. Notices under this Agreement are to be in writing and delivered as follows:
 - (a) To the Regional District:

 - (b) To the Contractor:

The Work

- 7. The Contractor will perform the Work outlined in Section 3.0 Scope of Work, in the Regional District’s Request for Proposal, attached as Schedule ‘A’ and as identified in the Proposal under _____ submitted by the Contractor dated _____, 2017 attached as Schedule ‘B’ (the Work), and which forms part of this Agreement.
- 8. The Contractor is responsible for seeing that the Work is performed on time and in a satisfactory manner.
- 9. The Regional District is not liable for any acts or omissions of the Contractor which cause damage to any other person.
- 10. The Regional District shall be entitled at any time to inspect and monitor the Work to ensure that the terms of this Agreement are being performed by the Contractor. The Regional District may take whatever measures it deems necessary to ensure the timely and satisfactory completion of the Work.
- 11. The Contractor may not assign this Agreement without the express written consent of the Regional District which shall not be unreasonably withheld.

Rate of Payment:

- 12. The Regional District will pay the Contractor \$ _____, excluding all applicable taxes, upon submission of monthly invoices, as described in _____ (project plan) in the proposal submitted by _____ (the contractor), dated _____, attached to and forming part of this Agreement. The PRRD will provide payment within 30 days of invoice delivery.
- 13. Proof that the Contractor is in good standing with WorkSafe BC shall be required prior to the Regional District issuing a payment.

Indemnification:

- 14. (a) The Contractor must indemnify and save harmless the Regional District and its elected and appointed officers and employees from and against all claims, losses, damages, costs, expenses, but excepting those situations where the Contractor’s Commercial General Liability insurance policy (as described below) will respond to a claim on behalf of the Regional District as additional insured), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, against the Regional District and its elected and appointed officers and employees in any manner based upon, occasioned by or attributable to any bodily injury or death, damage to or loss of property, or other

loss or damage of any kind in any way arising from a wilful or negligent act or omission, or other actionable wrong, by the Contractor, its employees and subcontractors.

- (b) The Contractor's liability to indemnify or reimburse the Regional District under this section does not limit or affect any other rights or remedies the Regional District may have against the Contractor in respect of the Contractor's performance or breach of this Agreement. This indemnity survives the Term.
- (c) As a restriction on the first paragraph in Section 14 above, the Contractor's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Work, and the Contractor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Regional District, including but not limited to claims for loss of profits and loss of market value, excepting if such damages result from negligent performance of the Work, [provided, however, that the Contractor's liability for such damages shall not exceed \$50,000] OR [provided, however, that the Contractor's liability for such damages in respect of a loss insured under the Contractor's Professional Liability insurance shall not exceed the amount paid by the insurer in respect of such loss].

Insurance:

- 15. At its expense, the Contractor must obtain and maintain, during the Term of this Agreement, Commercial General Liability insurance providing coverage for losses incurred for negligent acts or omissions caused by the Contractor in relation to the Work under this Agreement, in the amount of not less than \$2 million dollars (\$2,000,000) per claim, which policy must be on commercially prudent terms. The policy of Commercial General Liability Insurance must require the insurer to notify the Regional District immediately upon termination or material alteration of the terms of the insurance policy required under this Agreement. The Regional District may require proof of such insurance at any time during the term of this Agreement.
- 16. The policy of insurance required by section 15 shall name the Regional District as an additional insured.

Worker's Compensation:

- 17. The Contractor must maintain Workers' Compensation Insurance in order to fully protect its employees and the Regional District, and must, on request by the Regional District show proof of payment in good standing with WorkSafe BC.

Entire Agreement:

- 18. This Agreement is the entire Agreement between the Regional District and the Contractor and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Severance:

19. If any term of this Agreement is held to be invalid, illegal or unenforceable by an appropriate authority, that term shall be severed from the rest of this Agreement and the rest of the Agreement shall remain in force unaffected by the severance of that term.

References:

20. All references to the Regional District or the Contractor include the heirs, executors, successors, assigns, directors, employees, and officers of each part. All references to the masculine shall include the feminine and/or plural as appropriate.

Governing Law:

21. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Waiver:

22. If a party chooses to waive the failure of performance of the other party's obligations under this Agreement, it must be done in writing, and for each such failure. The waiver of a particular default does not waive any other default.

Changes:

23. The parties may change the terms of this Agreement only in writing.

Law to the Contrary:

24. This Agreement is binding on all parties whether or not there is any rule of law or equity to the contrary.

Binding on Successors:

25. This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers whether or not there is any rule of law or equity to the contrary.

Default:

26. This Agreement may be terminated by either party upon the default of the other party. The party claiming a default must provide the other party with written notice requiring that the default be cured. The party claiming a default must provide the defaulting party with seven (7) working days in which it may cure the default. If the defaulting party fails to cure the default within seven (7) working days, the other party may terminate all or any part of the Work. If the Regional District terminates part or all of the Work under this section, the Regional District may arrange, upon such terms and conditions and in such manner as the Regional District considers appropriate, for performance of any part of the Work remaining to be completed, and the Contractor is liable to the Regional District for:
 - (a) any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform the Work; and



Schedule A

Peace River Regional District
Operational Review and Efficiency Audit
Request for Proposals No. 14-2017

Schedule B

Response to Peace River Regional District
Submitted by Proponent _____ dated _____, 2017