

REQUEST FOR PROPOSALS



CENTRAL COAST INDIGENOUS ENGAGEMENT REQUIREMENT REVIEW

ISSUE DATE: December 18, 2025

The Central Coast Regional District is requesting proposals from qualified consultants to support the execution of our Central Coast Indigenous Engagement Requirement Review.

Completed Proposals will be received by email up until the Closing Time of 4:00 PM, local time, February 2, 2026

Note: Faxed or paper RFP submissions will not be accepted.

Enquiries and requests for clarification related to this Request for Proposals shall be submitted by email to the attention of:

Jessie MacDonald
Emergency Management Program Coordinator
epc@ccrd.ca

Enquiries Deadline:
January 30, 2026

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ADMINISTRATIVE REQUIREMENTS

Definitions

Throughout this RFP, the following definitions apply:

“Contract” means the written agreement resulting from this RFP executed by the CCRD and the Consultant;

“Consultant” means the successful Proponent to this RFP who enters into a written Contract with CCRD;

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

“Proponent” means an individual or company that submits (or intends to submit) a Proposal;

“Proposal” means the document submitted by the Proponent;

“CCRD” means the Central Coast Regional District;

“RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the RFP.

Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the CCRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

Addenda

The Proponent is required to regularly check the CCRD’s website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the CCRD’s original file will prevail.

Late Proposals

The proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal, as recorded by the CCRD at the closing location, will prevail. The Proponent is advised to verify prior to the closing time that the CCRD has received the Proposal.

Eligibility

A Proposal may not be evaluated if the Proponent’s current or past corporate or other interests may, in the CCRD’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

Evaluation

The evaluation of the Proposal will be by staff of the CCRD but may also include consultants of the CCRD. The CCRD intends to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal. The CCRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

Negotiation/Negotiation Delay

The CCRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the CCRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the CCRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

Request for Debriefing

Unsuccessful Proponents may request a debriefing with the CCRD, which may, at the CCRD’s option, be conducted via telephone or email. However, the CCRD will not provide information regarding the other Proposals.

Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

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 final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the CCRD for purposes of clarification.

Proponents’ Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the CCRD, if any. Regardless of whether or not the CCRD elects to reject all Proposals, the CCRD 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 cause of action whatsoever.

Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, 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 the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent’s expense.

Firm Pricing

Prices will be firm for the entire contract. Unless the RFP specifically states otherwise.

Currency and Taxes

Prices quoted are to be

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

Completeness of Proposal

By submitting the Proposal, the Proponent warrants that, if this RFP 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 Proponent at no charge.

Subcontracting

The use of a subcontractor(s) (who should be identified in the Proposal) may be 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 defined in the Proposal. However, a proposed subcontractor whose current or past corporate or other interests may, in the CCRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal. Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The CCRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The CCRD will assess Proposals in light of the evaluation criteria. The CCRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of the 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.

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.

Contract

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the CCRD in substantially the terms set out in the Scope of Work.

Liability for Errors

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

Modification of Terms

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

Ownership of Proposals

All Proposals submitted to the CCRD become the property of the CCRD. They will be received and held in confidence by the CCRD, subject to the provisions of this RFP and the Freedom of Information and Protection of Privacy Act. Use of Request for Proposals Any portion of this document, or any information supplied by the CCRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, the Proponent agrees to hold in confidence all information supplied by the CCRD in relation to this RFP.

Reciprocity

The CCRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

No Lobbying or Solicitation

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the CCRD, including the members of the evaluation team and any elected officials of the CCRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the CCRD herein or otherwise.

Collection & Use of Personal Information

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, 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 the Proponent to provide the CCRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the CCRD. Such written consents are to specify that the personal information may be forwarded to the CCRD for the purposes of responding to this RFP and use by the CCRD for the purposes set out in the RFP. The CCRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the CCRD.

SUMMARY

The Central Coast Regional District (CCRD) is seeking a qualified consultant or consulting team with demonstrated experience in Indigenous engagement, emergency management, cultural safety, and relational accountability to support the integration of the *Emergency and Disaster Management Act* [SBC 2023] (EDMA) Indigenous Engagement Requirements (IER) into CCRD emergency management plans and protocols.

Through this project, the CCRD aims to strengthen readiness for respectful collaboration with First Nations during emergencies and disasters. This includes assessing current emergency management documents, EOC processes, and communication tools; identifying strengths, gaps, and opportunities; and supporting staff confidence and clarity in meeting EDMA requirements.

Proponents shall familiarize themselves with all aspects of the work required for this RFP and the deliverables. Further information regarding the scope of work is contained in the Scope Section of this document. The project funding requires completion by June 15, 2026.

BUDGET

The total budget available for this project is **\$10,000.00**, inclusive of all professional fees and expenses. Exclusive of GST. No travel is expected, and any required engagement activities will be conducted virtually or supported in person by CCRD staff or contractor. Proponents must estimate honoraria requirements. Honoraria costs will be reviewed and approved separately by the CCRD and are not part of the \$10,000 project budget.

Estimated Cost Breakdown (to be refined by the proponent in their proposal):

- Professional consulting fees
- Engagement preparation and analysis
- Development of tools and roadmap
- Workshop and staff session
- Reporting and revisions

Proponents must provide a detailed cost estimate aligned with the deliverables.

INFORMATION FOR PROPOSANTS

CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS

Proposals must be received by the CCRD in electronic form no later than **4:00 PM local time on February 2, 2026**. All required appendices must be completed and signed by a person authorized to legally bind the Proponent to the statements made in the proposal. Proposals will **not** be opened publicly.

Submission Instructions:

- Proposals must be submitted by email to epc@ccrd.ca.
- The total submission size must be less than 150 MB. Submissions exceeding this limit must be separated into two or more emails.
- The subject line of the email must read: "Proposal Submission – RFP-Central Coast Indigenous Engagement Requirement Review – [Proponent Name]"

Important Notes:

- It is the sole responsibility of the Proponent to ensure the CCRD receives the complete proposal prior to the closing time and date.
- Proponents are encouraged to allow sufficient time for upload and transmission of all files before the closing deadline.
- The Proponent bears all risks associated with electronic submission, including but not limited to transmission delays or failures between the Proponent's system and the CCRD's e-mail system.
- The official closing time will be determined by the computer clock at the CCRD office.
- Proposals submitted by facsimile (fax) or in paper format will **not** be accepted.
- Late proposals will **not** be considered and will be returned unopened.

ENQUIRIES

All inquiries regarding this RFP must be directed in writing by email to the following contact person no later than January 30, 2025, at 4:00 PM. Information obtained from any other source is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and shared with all proponents, as appropriate.

Contact: Jessie MacDonald, Emergency Program Coordinator
Email: epc@ccrd.ca

BACKGROUND INFORMATION

The Central Coast Regional District is found within the unceded traditional and ancestral territories of the Nuxalk Nation, Heiltsuk Nation, Wuikinuxv Nation, Kitasoo/Xai'xais Nation, and Ulkatcho Nation. The CCRD is a remote, coastal region in British Columbia composed of five electoral areas and the unincorporated communities of Bella Coola, Denny Island, Ocean Falls, Hagensborg, Firvale, and Stuie. The region is accessible primarily by air and water, with limited road infrastructure and supply chain connectivity along Provincial Highway 20. All engagement must reflect these geographic realities, governance structures, and the need for community-led, culturally grounded processes.

Emergency management capacity within the CCRD has strengthened in recent years through the establishment of a dedicated Emergency Management Program Coordinator position and ongoing program-to-program relationship building with First Nations. These relationships continue to develop in ways that honour cultural protocols, community priorities, and the principle of *moving at the pace of trust*.

The CCRD's approach to emergency preparedness and response emphasizes collaborative planning, respectful engagement, and accountability to the modernized expectations under the

EDMA. The IER Review will build upon these foundations by identifying strengths, gaps, and practical pathways to embed EDMA partnership expectations across CCRD plans, processes, and governance practices.

INTRODUCTION

On November 8, 2023, the EDMA came into force, replacing the *Emergency Program Act*. Developed in consultation and collaboration with First Nations—as required by the *Declaration on the Rights of Indigenous Peoples Act* [SBC 2019]—the modernized legislation requires local governments to work closely with Indigenous peoples during emergencies and to incorporate available Indigenous knowledge and culturally safe practices into emergency management plans and risk assessments.

In January 2025, the Ministry of Emergency Management and Climate Readiness (EMCR) launched the second year of the IER Funding Program to assist local governments in meeting these obligations under the EDMA. In March 2025, the CCRD accepted this funding and committed to undertaking the following activities:

- To evaluate CCRD’s current emergency management framework through a cultural safety and relational accountability lens and to integrate EDMA Indigenous Engagement Requirements across response and recovery systems.

The Proponent will work closely with CCRD staff and consultants to identify priority areas for improvement and co-design practical, actionable guidance for the Emergency Management Program. Key themes for this project include:

- Alignment with legislative and best-practice standards under the EDMA
- Cultural safety and trauma-aware communication
- Relational accountability and respectful engagement
- Internal readiness and staff role clarity

The final deliverables will support the CCRD’s ongoing commitment to reconciliation and meaningful government-to-government collaboration with the Heiltsuk, Nuxalk, Wuikinuxv, Kitasoo/Xai’xais, and Ulkatcho Nations within the context of Emergency Management. This initiative is funded through the Indigenous Engagement Requirements Funding Program administered by EMCR.

SCOPE AND DELIVERABLES

The following key activities outline the CCRD’s expectations for the development of the Central Coast Indigenous Engagement Requirement Review. These activities reflect the CCRD’s commitment to reconciliation, regional coordination, and practical emergency preparedness grounded in community priorities and lived experience.

DOCUMENT AND PROCESS REVIEW

- Review existing CCRD emergency management documentation, EOC processes, protocols, and communication tools.
- Assess materials through a cultural safety and relational accountability lens.
- Identify where EDMA Indigenous partnership requirements can be embedded.
- Highlight strengths, gaps, and opportunities for alignment and improvement.
- Develop initial recommendations and priority focus areas to strengthen CCRD's internal readiness and respectful engagement practices.

ANALYSIS & RECOMMENDATIONS

- Translate review findings into a practical roadmap outlining where and how to embed EDMA expectations across plans, activation processes, and leadership decision-making.
- Provide guidance on next-step sequencing and capacity considerations for responsible, values-based implementation.

PRACTICAL TOOLS & RESOURCES

- Simplified EDMA Engagement Flow-Chart to support EOC decision-making before, during, and after Emergency Operations Centre (EOC) activations.
- Offer a short guidance sheet to reinforce cultural safety, trauma-aware communication, and relational accountability.
- Develop a comprehensive list and map of First Nation and Indigenous Governing Body contacts (including name, relationship, telephone and email) for the EOC.
- Roadmap document outlining the integration strategy, priority areas, timelines, and capacity needs.

KNOWLEDGE SHARING

- Present key findings to CCRD leadership and EOC staff.
- Walk participants through the roadmap, highlighting readiness, expectations, and relationship-centred practices.
- Use real-world examples and scenarios to demonstrate how to meet EDMA engagement requirements during emergency response and recovery in the Central Coast context.
- Facilitate discussions on strengths, learning opportunities, and confidence-building across teams.

FINAL REPORT

- Prepare a final report summarizing the assessment, roadmap, tools, and recommendations.
- Include up to two rounds of revisions to ensure alignment with CCRD's needs and partnership aspirations.

GENERAL REQUIREMENTS OF THE WORK

- The Consultant is responsible for all labour, supervision, materials, tools and equipment

required for the design and execution of the work described herein.

- The Consultant is responsible for ensuring their staff adhere to the OH&S, infectious disease, and any other relevant policies of the workplaces that they are operating within.
- The Consultant is the prime contractor for the purposes of the *Workers' Compensation Act*.
- Final acceptance of the work described herein will be by the CCRD when all deficiencies are completed.

PROPOSAL SUBMISSION

Your proposal submission should be organized into electronic documents (PDF or spreadsheet of your choice) totalling no more than 20 pages, including supporting appendices.

- Cover Letter
- Proposal Submission – Complete document highlighting the below criteria
- Financial Submission
- Appendices – if required

Proposals must include the following information to be considered (preferably in the order presented):

QUALIFICATIONS & EXPERIENCE

Proponents must include a brief summary of their company's background, area of expertise, and number of employees. Proponents shall list any subcontractors or sub-consultants they intend to use and provide a similar summary. Proponents are encouraged to include project abstracts that clearly outline previous projects with similar services.

EXPERIENCE, DEPTH & BREADTH OF PROJECT TEAM

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, and notable achievements in each area of the Work. Proponents shall provide a project organization chart and a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each, and the total role and project hours. The CCRD must be kept apprised of (and approve any) changes or substitutions of key personnel for this project.

APPROACH & METHODOLOGY

Proponents are to confirm their understanding of the scope of work and clearly define and describe how their proposed approach would meet those requirements, including the Project constraints, sequence and timing of milestones, the respective expertise involved, and their time allocation for each. The work plan should include a scheduling of activities and resources necessary to meet the project objectives.

QUALITY ASSURANCE & CONTROL

Strategic decisions will be based on the collected data and analysis results provided by the Consultant. Proponents shall provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and

negatively impact decision-making processes on which recommendations to the CCRD are made.

ATTENTION TO SUSTAINABILITY

Proponents should clearly demonstrate consideration of the environmental, social, cultural, and economic aspects of the project and promote sustainable solutions wherever possible.

SCHEDULE OF WORK

Proponents shall indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP end date.

COST/PROPOSED FEE FOR PROJECT

The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the CCRD, and shall include all consultant salary costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of printing and reproducing graphics, reports, travel, accommodation costs, and all other expenses.

HONORARIA AND COMPENSATION

First Nations representatives and knowledge keepers who contribute to the project and planning process will be compensated fairly for their time and expertise, in accordance with the cultural protocols of each Nation. In addition to the project's all-inclusive budget, proponents must include the estimated monetary value of anticipated honoraria or compensation required to fulfill these protocols.

PROPOSAL EVALUATION

The CCRD, in its sole discretion, may disqualify any proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP. Proponents should include all relevant information that enables the CCRD to accurately assess their organization against the evaluation criteria. The CCRD will make no assumptions on behalf of the Proponent.

EVALUATION CRITERIA

This section outlines the evaluation process for selecting the best-qualified Proponent. Proponents should ensure they fully address all criteria, preferably in the order presented in their submission, to receive full consideration during the evaluation process. The following table identifies the key criteria the CCRD has deemed relevant and their point assignments:

Criteria	Relative Weight
Qualifications and Experience – Demonstrated experience, personnel qualifications,	30%

similar projects, references, etc.	
Methodology – Response to RFP project requirements, approach, demonstrated understanding of project requirements, work plan, etc.	20%
Proposal – Completeness, overall quality and level of details submitted, value-added services, etc.	20%
Culture and Relationship - Demonstrated experience working respectfully and collaboratively with rural and remote Regional and Indigenous governments and communities, particularly in the context of emergency management and culturally appropriate planning and response. Relational accountability and trauma-aware practices.	20%
Proposed Fees – Pricing structure, fees, costs, hourly rates, etc.	10%
Total	100%

AWARD

It is not the intent of the CCRD to award this project to any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The CCRD reserves the right to reject any submitted proposal from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner. This RFP is not a tender and does not commit the CCRD in any way to select a consultant.

In addition, the CCRD may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for this project.
- The CCRD decides to cancel the project.

RIGHT TO NEGOTIATE

After the contract has been awarded to the Consultant, the CCRD reserves the right to negotiate minor changes, amendments, or modifications to the Consultant's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, the CCRD may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of the CCRD, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the CCRD, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the CCRD reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the CCRD further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

REPORTING & COMMUNICATION

The successful Consultant shall report to the CCRD project lead consultant, Emergency Management Program Coordinator, who will oversee day-to-day coordination of this project. Approval will be required before the Consultant proceeds with subsequent components of the project or alters the work plan. Please note: The Consultant will be required to work closely with the CCRD's project lead to ensure that project objectives are met.

PUBLICITY

The successful Consultant shall not make any news release concerning the RFP, submitted Proposal, or awarding of same, or the resulting contract without the express written consent of the CCRD.

An award of contract to the successful Consultant does not constitute a general endorsement of the Proponent's products or services, and the award of contract cannot be used by the Consultant to promote the sale of products or services without the express written approval of the CCRD.

The CCRD may issue a news release about the award of the contract and project updates.

INSURANCE

Except as may be otherwise expressly approved by the Central Coast Regional District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Central Coast Regional District:

- a) Professional Liability Insurance with not less than \$2,000,000 coverage per occurrence insuring the consultant from liability resulting errors and omissions in the performance of professional services under the contract. The Central Coast Regional District must be named as an additional insured on this policy, and the policy shall contain a cross-liability clause.
- b) The successful consultant must also provide the Central Coast Regional District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- c) Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the Central Coast Regional District.
- d) The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the Central Coast Regional District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Central Coast Regional District. The successful Proponent shall provide the Central Coast Regional District with evidence of all required insurance prior to the commencement of the Services. When requested by the Central Coast Regional District, the Proponent shall provide certified copies of required policies.

WORKSAFE

The Consultant and any approved Sub-Contractors must be registered with the Workers' Compensation Board of British Columbia (operating as WorkSafeBC), in which case WorkSafeBC coverage must be maintained for the duration of the Agreement.

COMPLIANCE

The successful Consultant shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts.

The Consultant to the Contract shall be designated and shall assume the responsibility as the Prime Consultant per WorkSafeBC BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor/Consultant for the Contract.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all applicable federal, provincial, and municipal laws and regulations.

INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the CCRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/Contractor/Consultant shall release, indemnify and save harmless the CCRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor/Consultant, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement. The indemnity provided by the Proponent/Contractor/Consultant to the CCRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, natural hazard, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause. In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.