



REQUEST FOR STANDING OFFERS (RFSO)

Legal Services

ISSUED: June 5, 2018

CLOSING DATE AND TIME:

Submissions are requested to be received at the Closing Location prior to:
3:00 PM (15:00 hrs) Pacific Time on June 21, 2018

Regional District of Nanaimo (RDN) Contact for Questions:

Delcy Wells, General Manager of Corporate Services, Administration
Email: dwells@rdn.bc.ca

Submit questions in writing only.

Deadline for questions is three (3) business days before the closing date.



Brief Overview

The purpose of this Request for Standing Offers is to solicit submissions from qualified firms or individuals for Legal Services in order to build a roster of firms for three (3) practice disciplines.

A. Instructions to Proponents

1) Closing Date/Time/Location

Proponents are requested to submit their Standing Offers prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, June 21, 2018. Submission methods (select one):

1. By Email: In PDF format with **“Legal Services RFSO”** as the subject line at this electronic address: corpsrv@rdn.bc.ca
Please note: Maximum email file size limit is 15MB.
2. By Courier/Mail: One (1) copy of the Standing Offer along with one (1) electronic version on USB flash drive should be enclosed and sealed in an envelope clearly marked and delivered to:

Regional District of Nanaimo
Main Reception – 2nd Floor
6300 Hammond Bay Road
Nanaimo, BC, V9T 6N2
Attn: **“Legal Services RFSO”**

2) Amendment to Standing Offers

Standing Offers may be amended in writing and delivered to the closing location via email before the closing date and time. Such amendments should be signed by the authorized signatory of the Proponent.

3) Addenda

If the RDN determines that an addendum is required to this RFSO, the RDN will post a copy of the written addendum on the RDN & BC Bid websites. Each addendum will be incorporated into and become part of the RFSO. No amendment of any kind to the RFSO is effective unless it is contained in a written addendum issued by the RDN. It is the Proponent’s sole responsibility to check the RDN and/or BC Bid websites for any addenda prior to submitting their Standing Offer.

4) Withdrawal of Standing Offers

The Proponent may withdraw their Standing Offer at any time prior to the closing date and time by submitting a written request via email to the named RDN contact.

5) Conflict of Interest

Proponents shall disclose in their response any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.



6) Solicitation of Board Members and RDN Staff

Proponents will not contact any member of the RDN Board or RDN Staff with respect to this Standing Offer, other than the RDN Contact named in this document.

7) No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing their submission and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Standing Offer or participating in negotiations for a Contract, or other activity related to or arising out of this RFSO. Proponents agree that by participating in the RFSO process they have no claim for compensation.

B. SCOPE OF SERVICES

1) INTRODUCTION

1.1 The purpose of this Request for Standing Offers is to solicit submissions from qualified firms or individuals for Legal Services in order to build a roster of firms for three (3) practice disciplines. Firms selected from this RFSO will support all RDN Departments each with their own unique requirements. RDN departments that may utilize the Standing Offers are Corporate Services, Strategic and Community Development, Recreation and Parks, Regional and Community Utilities and Transportation and Emergency Services. For more information on each department, please visit www.rdn.bc.ca.

2) GENERAL PROVISIONS

2.1 The provision of legal services will be on an “as and when required” basis for a three (3) year term with the option to extend for two additional one (1) year periods upon mutual written agreement of the parties. This Standing Offer agreement is expected to commence in July/August 2018.

2.2 It is the intention of the RDN to enter into a Standing Offer Agreement (SOA) with firms for each of the three (3) practice disciplines defined herein. Work will be assigned to selected firms based on expertise, pricing, availability and based on the individual department’s preference. The allocation of work will be at the sole discretion of the RDN with no guarantees of volumes to any firms.

2.3 Standing Offer Agreements are not contracts. The Standing Offer Agreement is open to multiple acceptances during the term indicated resulting in an individual contract with each acceptance by way of the RDN’s standard Purchase Order.

2.4 Firms may be requested to provide fee estimates directly from the RDN departments using the rates submitted indicating the number of hours for a particular assignment. Upon acceptance, the RDN department will issue a Purchase Order. The “Standing Offer Agreement – Standard Terms and Conditions” (see Appendix A) will be applicable to each individual contract purchase order resulting from the issuance of a Standing Offer Agreement.



2.5 While the value of future work is unknown, historically, total annual expenditures for the three (3) practice disciplines range between \$150,000 - \$250,000 per year. This is for information purposes only and does not constitute a guarantee or implied commitment by the RDN that the total amount of work to be done will correspond even approximately to this estimate. The actual expenditure shall be restricted to those services ordered and received by the RDN.

2.6 The RDN's Chief Administration Officer (CAO) reserves the right, in their sole discretion, to select the services of any law firm not on the list, if, in their sole opinion, it is in the best interests of the Regional District's interest to do so.

2.7 Should a lawyer working with a firm on the standing offer list move to another firm not on the list, the RDN reserves the right to continue to work with the lawyer if the RDN deems it is in its best interests to do so.

3) SERVICES

Below are the three practice disciplines of legal services. Interested firms can apply for one or more of the practice disciplines. Please make it clear in your submission the practice discipline(s) your firm is interested.

3.1 Local Government Law:

Local Government Law consists primarily of legal advice on an 'as needed' basis in the form of written and verbal legal opinions, bylaw preparation and review, service agreement preparation and review, procedural advice with respect to Regional Districts, and advice with respect to local government legislation. Occasionally, attendance may be required at Regional District Board meetings and meetings regarding specific issues as the Regional District's representative. It may also be necessary, from time to time, to act as the Regional District's representative in court cases, including the preparation and litigation of cases. This area represents the bulk of the work with the RDN.

3.2 Employment & Labour Law:

Employment & Labour Law consists primarily of advice with respect to a unionized environment. This includes interpretation of collective agreement language, common practice in local government, advice on contract negotiations and recommendations with respect to employee policy development. This area will also require legal advice on issues related to union and non-union employees as required, such as discipline and discharge, selection, and labour disputes, etc. Occasionally, legal representation is required to assist, provide advice on, and represent the Regional District in labour arbitration hearings.

3.3 Construction Law:

Construction Law deals with matters relating to building construction, consulting engineering and related fields and consists primarily of providing advice around project delivery systems and construction methodologies, drafting construction documents and contracts, procurement, construction claims, insurance issues (liability, indemnification, and surety), and dispute resolution. Occasionally, attendance may be required at Regional District Board meetings regarding specific issues as the Regional



District's representative. It may also be necessary, from time to time, to act as the Regional District's representative in court cases, including the preparation and litigation of cases.

C. STANDING OFFER EVALUATION

1) It is the RDN's intent to evaluate Standing Offers as promptly as possible. The RDN evaluation team may contact a Respondent if a clarification is required, otherwise, they are unable to provide any details concerning the evaluation process until after the evaluation has concluded and a Standing Offer is awarded. Any or all Standing Offers will not necessarily be accepted.

2) The award of the Standing Offers will be published after internal approvals have been obtained and award notices issued. The RDN wishes to thank all Respondents for their effort in responding to this opportunity. Unsuccessful Respondents wishing to be debriefed should contact the Standing Offer contact person within 30 days of award notification.

3) Selection Criteria:

3.1 Mandatory Criteria

Principal Counsel and all Nominee(s) must be called to the Bar, must be eligible to practice law in British Columbia and must be in good standing with the Law Society of British Columbia.

3.2 Desirable Criteria (55%)

3.2.1 Firm history, expertise, resources and clients

- a) Complete company name and nearest location to the Regional District of Nanaimo service will be provided.
- b) Background and history of the firm.
- c) Areas of expertise and experience.
- d) Available resources within each discipline.
- e) Public sector client base.
- f) Why generally do you think the RDN should select your particular firm?

3.2.2 Key Individuals

- a) For each discipline, identify the lawyer or lawyers within the firm who will be responsible for providing legal advice and support to the RDN. A curriculum vitae should be provided for the lawyer or lawyers identified, outlining their relevant background and expertise. Include name, email and telephone number of primary contact person(s).
- b) Please indicate the name(s) of the lawyers who will act in a secondary or "backup" capacity, as well as the depth of knowledge and experience of this individual(s). Please provide current curriculum vitae for all secondary lawyer(s).

3.2.3 Response times

- a) What should the RDN expect for response times from initial contact?
- b) What are your preferred methods of initial contact?



- c) What technology do you have available and that you utilize for current clients to aid communication?

3.2.4 Fee structure (40%)

Fees are to be firm for the first three (3) years of the Standing Offer. Any renewal options will be subject to negotiation and written mutual agreement between the parties. Firms should have a billing system capable of providing individual invoices for fees and disbursements based on the subjects discussed. This is an essential element in order that the Regional District can allocate costs to individual budgets.

- a) Please describe your firm's practice regarding fee structure and client invoicing:
- I. Hourly Fees: base rate, reduced rates, etc. in Canadian dollars, excluding taxes
 - II. Please advise how your firm calculates partial hours. What are your billing increments?
 - III. Variable Fees: depending upon lawyer assigned, research assistants
 - IV. Disbursements: telephone messages, receipt & sending of emails, photocopying, etc.
Expenses: billing for travel time, remittance of expenses
 - V. Frequency of billing: monthly, upon completion of cases
 - VI. Any exception(s) to the General Conditions and the RDN's preferred commercial terms should be clearly stated. Note that any exception or variation will be taken into account in the evaluation.

3.2.5 Other Services (5%)

Please advise other services your firm is willing to provide at no charge to the RDN as part of your Standing Offer.



APPENDIX A

REGIONAL DISTRICT OF NANAIMO

STANDARD TERMS & CONDITIONS

PREAMBLE

The RDN will contract for work by the issuance of a Purchase Order. Each time the RDN contracts for work under a Standing Offer Agreement that has resulted from this RFSO, a contract will be formed between the RDN and the Contractor for the specific project and the terms and conditions contained in this section will apply.

1.0 DEFINITIONS:

The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below. Words importing the male gender include the female gender and either gender includes the neuter and vice versa and words importing the singular number includes the plural number and vice versa.

1.1 "Agreement" means the contract formed upon issuance of the RDN's Purchase Order which includes all of the terms and conditions contained in Appendix A herein.

1.2 "Firm", "Contractor" and "Consultant" shall both mean the successful Respondent selected as a result of this RFSO.

1.3 "Respondent" shall mean the firm responding to the RFSO.

1.4 "Standing Offer" means a Respondent's formal response to the RFSO.

1.5 "Request for Standing Offers" and "RFSO" both mean this document consisting of the items listed in this Standing Offer and any subsequent Addenda.

1.6 "Subcontractors" means the independent contractors, associates and consultants retained by the Contractor to assist in the performance of the Services.

2.0 ASSIGNMENT:

2.1 The Contractor shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the RDN, such consent not to be unreasonably withheld.

2.2 No assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon the RDN.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

3.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by Contractors experienced in providing such Services. The Contractor acknowledges that its qualifications and experience were a major factor in the selection of the Contractor for the work set out in this Agreement.

3.2 Without limiting any other remedy which the RDN may have, the Contractor at its sole cost upon written request of the RDN shall rectify any of the Services which have not been performed in



accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Contractor shall do all such things that may be reasonably required by the RDN to satisfy the RDN that the Services have been duly rectified or performed in accordance with the terms of this Agreement.

3.3 The Contractor shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

3.4 The Contractor shall advise the RDN in a timely manner of any changes to its key personnel.

4.0 CONFIDENTIALITY:

4.1 Definition of Confidential Information - In this Agreement, "Confidential Information" means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.

4.2 Obligation of Confidentiality - It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During the term of this Agreement and for a period of five (5) years thereafter, each party agrees:

(a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and

(b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.

4.3 Freedom of Information and Protection of Privacy Act - The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time (in this Clause, the "Act").

4.4 Designation of Confidential Information - The Contractor acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the RDN fits within Section 21 of the Act, the Contractor must specifically advise the RDN and request the RDN not to disclose that information.

4.5 Return of Confidential Information - Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the **other** party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Contractor required by the RDN to make use of any work product under this Agreement.

5.0 RDN'S RESPONSIBILITIES:

5.1 The RDN shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as they deem necessary or appropriate under this Agreement.



6.0 INDEMNITY:

6.1 The Contractor hereby agrees to indemnify and save harmless the RDN, and their successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the RDN may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its Subcontractor(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDN, its other Contractor(s), assign(s) and authorized representative(s) or any other persons.

6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Clause 6.1 by the Contractor to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

7.0 NO WAIVER:

7.1 No action or failure to act by the RDN shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the RDN.

8.0 CONTRACTOR STATUS:

8.1 This is an agreement for the performance of Services and the Contractor is engaged under the Agreement as an independent Contractor for the sole purpose of providing the Services. Neither the Contractor nor any of the Contractor's personnel is engaged by the Agreement as an employee, servant or agent of the RDN.

8.2 It is understood and agreed that the Contractor will act as an independent Contractor and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

9.1 Title - The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Contractor pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the RDN without any payment by the RDN therefor.

9.2 Patent and Copyright - The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the RDN without any payment by the RDN therefor.



9.3 Further Assurances - The Contractor shall upon request by the RDN, do all such things and execute and deliver to the RDN all such documents and instruments as the RDN shall reasonably require in order to vest title, property rights and ownership in the RDN as provided in Clause 9.1 and 9.2 and the Contractor shall execute and deliver all such assignments, documents and instruments as may, in the RDN's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

10.0 NOTICES:

10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, electronic mail, or email or by facsimile addressed to the party for whom it is intended. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by electronic mail, or email when received, by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 INSURANCE:

11.1 Insurance to be provided by the Contractor.

11.1.1 The Contractor shall provide, maintain and pay for the following insurance:

- (a) Professional Liability (E&O) per occurrence/aggregate: \$2 million/\$5 million.
- (b) Automobile Liability (Third Party) with a minimum limit of \$2 million.
- (c) Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$2,000,000 per occurrence, indicating that the Regional District of Nanaimo is named as additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the Regional District of Nanaimo will receive 30 days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the Regional District of Nanaimo. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the RDN.

11.1.2 The Contractor shall, upon written request of the RDN, provide to the RDN certificates of insurance which shall include a provision that such insurance shall not be cancelled or modified without at least 30 days written notice to the RDN.

11.1.3 The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

12.0 DELAY IN PERFORMANCE:

12.1 Neither the RDN nor the Contractor shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the



supplies, materials, accesses or services required to be provided by either the RDN or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13.0 SEVERABILITY:

13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

14.0 CONFLICT OF INTEREST:

14.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of the Agreement, the Contractor shall declare it immediately in writing to the RDN. If the Contractor does declare a conflict of interest the RDN may direct the Contractor to resolve the conflict of interest to the RDN's satisfaction.

15.0 GOVERNING LAW:

15.1 The Agreement shall be construed under and according to the laws of the Province of British Columbia.

16.0 DISPUTE RESOLUTION:

16.1 In the event of a dispute, the parties agree to resolve the dispute by:

- a. Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
- b. If, after 30 business days, the dispute is not resolved, both parties may agree to appoint a mediator to resolve the dispute. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

16.2 All claims, disputes or issues in dispute between the RDN and the Contractor shall be decided by mediation 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.

17.0 TERMINATION:

Termination for Default

17.1 The RDN may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in



material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.

17.2 The RDN may terminate the Agreement in whole or in part in writing if the Contractor defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the RDN acting reasonably deems it impractical, the Contractor shall be entitled to cure the default within 10 days of receipt of written notice from the RDN. Failure to cure the default within the 10 day period or as mutually extended by agreement between the RDN and the Contractor, shall entitle the RDN to terminate this Agreement immediately.

17.3 If the RDN terminates the Agreement under Clause 17.1, or 17.2 upon receipt of written notice of termination, the Contractor shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the RDN all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

17.4 Notwithstanding the provision of Clause 17.1 or 17.2 the RDN shall be entitled at any time during the Agreement to terminate this Agreement upon 60 calendar days' written notice to the Contractor. Upon receipt of written notice of termination, the Contractor shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the RDN all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Payment on Termination without Default

17.5 Upon termination under Clause 17.4, the RDN shall pay the Contractor for the Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Contractor as a result of the termination.

18.0 PAYMENT:

18.1 The Contractor shall submit invoices, referencing the RDN's Purchase Order, to the RDN for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

18.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Contractor shall also provide to the RDN upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the RDN shall request.

18.3 Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence under Clause 18.2, the RDN shall pay suppliers' invoices on a net 30 calendar days basis after receipt of invoices, or of the goods and services, whichever is later.

18.4 The Contractor shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The RDN or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.



19.0 SUBCONTRACTORS:

19.1 The Contractor may retain Subcontractors to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Subcontractors and provided that the Contractor shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The Contractor shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.

20.0 EXTRA WORK:

20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the RDN requires extra work it may do so by itself or by the employment of others or it may direct the Contractor to do the extra work by issuance of a written direction. The Contractor shall perform any extra work at the rates provided for in the Standing Offer.

21.0 WORK AND SERVICES OMITTED:

21.1 Upon receipt of written direction from the RDN, the Contractor shall omit Services to be performed under the Agreement. The Contractor shall have no claim against the RDN for loss associated with any omitted Services.

22.0 THIRD PARTY RIGHTS:

22.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDN and the Contractor.

END OF APPENDIX A