

Request for Proposals

Delta greenhouse water supply risks & options

Issue date: May 3, 2021

Closing Time: Proposal must be received **before** 4:00 PM Pacific Time on: May 21, 2021

CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, via email, to the following person. Please note: Inquires will only be answered between: May 3, 2021 and May 19, 2021. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Solicitor's option.

*Heather Little/Linda Delli Santi
BC Greenhouse Growers Association
207 – 15252 32nd Avenue
Surrey, BC V37 0R7
Email: Contracts@climateagriculturebc.ca*

DELIVERY OF PROPOSALS:

Proposals must be delivered by e-mail. One complete electronic proposal, in a Microsoft Office compatible format, must be received at the following closing location:

*Heather Little/Linda Delli Santi
BC Greenhouse Growers Association
207 – 15252 32nd Avenue
Surrey, BC V37 0R7
Email: Contracts@climateagriculturebc.ca*

PROPOSANTS' MEETING:

■ A Proponents' meeting **will not** be held.

PROPOSANT SECTION:

ALL PROPOSALS MUST BE E-MAILED. All parts of the Proponent Section (below) must be completed with a name in the signature field, as the originating email address will be used for confirmation of origin. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

<i>Signature of Authorized Representative:</i>	<i>Legal Name of Proponent (and Doing Business As Name, if applicable):</i>
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposals executed by the Solicitor and the Contractor;

“Contractor” means the successful Proponent to this Request for Proposals who enters into a written Contract with the Solicitor;

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

“Project” means the “Delta greenhouse water supply risks and options” project;

“Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;

“Request for Proposals” or “RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

“Solicitor” means the BC Greenhouse Growers Association;

“Regional” means the City of Delta.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Solicitor. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document, will be shared by email simultaneously to all proponents.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Electronic proposals that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5. Eligibility

Proposals will not be evaluated if the Proponent’s current or past corporate or other interests may, in the Solicitor’s opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person listed on the cover page prior to submitting a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by the Solicitor and may include employees and contractors of the Solicitor. All personnel will be bound by the same standards of confidentiality. The Solicitor’s intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Solicitor may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a

Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Solicitor.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Solicitor for purposes of clarification.

11. Proponents’ Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Solicitor, if any. If the Solicitor elects to reject all proposals, the Solicitor will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

in Canadian dollars;

inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and

inclusive of Goods and Services Tax, Harmonized Sales Tax and Provincial Sales Tax where applicable.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Solicitor’s opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm

or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Solicitor.

18. Acceptance of Proposals

This Request for Proposals should not be construed as an agreement to purchase goods or services. The Solicitor is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Solicitor will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Solicitor on the terms set out in Appendix A.

21. Liability for Errors

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

22. Modification of Terms

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

23. Ownership of Proposals

All proposals submitted to the Solicitor become the property of the Solicitor. They will be received and held in confidence by the Solicitor, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Solicitor in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Solicitor in relation to this Request for Proposals.

25. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Solicitor, including the evaluation committee and any elected officials of the Solicitor, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Solicitor.

26. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Solicitor with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Solicitor. Such written consents are to specify that the personal information may be forwarded to the Solicitor for the purposes of responding to this RFP and use by the Solicitor for the purposes set out in the RFP. The Solicitor may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Solicitor.

B. Requirements and Response

1. SUMMARY OF THE REQUIREMENT

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

- Improve understanding of potential threats to (current and future) greenhouse water supply
- Quantify the potential economic and (food) production impacts of greenhouse supply curtailment/interruption
- Investigate and document water quality requirements for both vegetable greenhouse crops and cannabis production
- Assess technical and economic feasibility of alternative greenhouse water supply sources

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

2. SITUATION/OVERVIEW

In 2013-2014, the *Delta Adaptation Strategies* planning process brought together Delta's agricultural producers and local and provincial government partners to evaluate climate change impacts on local agricultural production, and to develop strategies and actions to address the associated challenges. A number of projects have since been implemented to accomplish various elements of the *Delta Adaptation Strategies*. Concerns about future water supply and impacts of climate change on agricultural water resources were highlighted in the original plan and its update in 2018.

The recently completed study *Delta's future agriculture water supply and demand*, modelled current and future agricultural water demand in Delta and assessed the surface water supply system's capacity to meet demand. The study found that the existing surface water supply system could meet demands under current climate and use but will be unable to meet future climate demands or support significant expansion (e.g. to Westham Island or including greenhouse operations) without substantial upgrades. The study included calculation of potable and greenhouse water demand separately for other crops and there was an identified need to further refine the demand assessment (e.g. crop specific requirements). The study also highlighted that risks and threats to the current greenhouse supply source are unknown, and there is a need to further investigate options for supplying suitable water to the greenhouse sector.

To date Delta greenhouse water supply has been reliable and has provided greenhouses with the quality of water they require for vegetable crop production. This water comes from the Seymour and Capilano watersheds which supply about two thirds of Metro Vancouver's drinking water (and is treated at the Seymour Capilano Filtration Plant). However, there may be certain risks to the potable water supply that create vulnerability for greenhouses in the future:

- During periods of intensive or extended drought, it is possible that greenhouse water could be curtailed;

- If pressure on potable water supply increases (i.e. greater demand on a limited supply) or specifically, greenhouse demand increases, it is possible that Metro Vancouver could regulate or limit greenhouse use; and
- During an emergency (e.g. earthquake, flood etc.) it is possible that Delta could be cut off from its water supply.¹

The Metro Vancouver *Drinking Water Conservation Plan* indicates that only during Stage 4 watering restrictions could non-residential water use for edible plants be curtailed. In 2015 (for the first time in 12 years) the region moved to Stage 3 restrictions in July. This was seen as an unprecedented drought year, but with climate change this scenario will become more common. Metro Vancouver has completed supply forecast modelling that indicates that seasonal supply shortages are likely to become more common with climate change. Plans are underway for expansion of Coquitlam Lake – one of three water sources for Metro Vancouver.²

This project will focus on clarifying the degree of risk and likelihood of greenhouse water use curtailment resulting from extended/extreme drought (e.g. climate vulnerability of the critical supply source) and on identifying viable alternative supply sources. Assessing risk to supply may rely on previous studies or may require additional evaluation and should also incorporate consideration of any planned improvements to water supply resources.

In addition to evaluating risk to current (potable) supply, the project will provide more specific information about the current and future greenhouse water demand. Water quality requirements (e.g. salinity and contaminants) for both vegetable greenhouse crops and cannabis crops will be documented and will be compared to current alternative supply sources (including rainwater capture, canals and Fraser River). Included in this evaluation will be information regarding the potential economic impacts to the greenhouse sector of seasonal supply disruption or curtailment.

Finally, this study will undertake a *high-level* feasibility assessment of alternative supply sources. Options evaluated could include, but are not limited to rainwater catchment/storage, individual or shared surface water treatment and Fraser River pipe supply. The project will develop a framework/criteria for assessing identified options for future water supply including cost range, technical feasibility and/or other considerations and benefits.

This could include some cost-benefit analyses that also captures potential co-benefits (i.e. benefits to reduced pressure on the potable supply, expanded infrastructure availability to other users etc.). Options for suitable water supply might differ between greenhouse vegetables and cannabis and these distinctions will be explored.

¹ In 2017, the City of Delta undertook a feasibility study to explore the potential for a well in Diefenbaker Park to provide an emergency water supply. The study concluded there was not sufficient water to provide this supply. Metro Vancouver is working to implement a series of seismic upgrades to marine supply tunnel infrastructure.

² In 2019, Metro Vancouver completed a process to evaluate and plan for future water needs: *Water Supply Outlook 2021*: <http://www.metrovancouver.org/services/water/WaterPublications/WaterSupplyOutlook2120.pdf> This study includes a range of future source expansion options that would be relevant to Delta, but timelines for these expansions assume reliable water until into the 2070s.

2.1 Partner priorities

2.1.1 Delta Agricultural Adaptation Working Group

The Working Group includes representatives from the City of Delta, the Delta Farmers Institute, Ministry of Agriculture, the BC Dairy Association and the BC Blueberry Council. The Working Group participants provide input on the projects as they develop and ensure that projects are designed and delivered in keeping with the [Delta Adaptation Strategies](#). Participants also bring their organizational knowledge and perspectives and help to ensure that projects are coordinated with other local activities.

2.1.1 BC Greenhouse Growers Association

The mission of the BC Greenhouse Growers Association (BCGGA) is to promote the long-term economic, social and environmental sustainability of the greenhouse industry.

BCGGA's purpose is to:

- Discuss and address issues that impact the industry
- Develop and disseminate information for the benefit of the industry
- Perform research and development for the mutual benefit of the industry
- Develop and maintain strategic alliances for the mutual benefit of the industry
- Represent the collective interests of the industry by providing a public voice for the greenhouse industry.

2.1.3 Climate and Agriculture Initiative BC (CAI)

The Climate and Agriculture Initiative (previously Agriculture & Food Climate Action Initiative) develops tools and resources to enhance agriculture's ability to adapt to climate change. Since 2013, the Initiative has been working with partners across BC to develop and implement regional agricultural adaptation plans. The Delta planning process was completed in 2014 and a plan update was completed in 2018. This project — "Delta greenhouse water supply risks and options" – fulfils priority actions identified both in the *Delta Adaptation Strategies* and in the *Delta Adaptation Strategies Update*.

2.1.4 Government of British Columbia

The Province supports an innovative, adaptive, sustainable, and globally competitive agri-foods sector valued by all British Columbians.

Grow BC, Feed BC, Buy BC is a three-pillared strategy to support B.C.'s agriculture, seafood, and food processing sectors, enhance rural economic development, encourage consumption of B.C. products, and develop strategic initiatives to advance the sector and ensure resilience.

The B.C. government has accepted the recommendations of the February 2018 report of the Auditor General, *Managing Climate Change Risks: An Independent Audit*. The report identified the need for

further action to deal with wildfire risk. The B.C. government is also considering the recommendations in the report by George Abbott and Maureen Chapman, Addressing the New Normal: 21st Century Disaster Management in British Columbia. The report was an independent review of B.C.’s unprecedented 2017 flood and wildfire season.

The elements of the Government of British Columbia’s climate change adaptation strategy are to build a strong foundation of knowledge, to make adaptation part of Government business, and to assess risk and take action in sensitive sectors (such as agriculture).

https://www2.gov.bc.ca/assets/gov/environment/climate-change/adaptation/adaptation_strategy.pdf

2.2 Project Responsibility

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

General Project responsibilities are delineated in Table 1 below.

Table 1 - Project Responsibilities

Role	Responsibility
Project Oversight Committee	<ul style="list-style-type: none"> • Providing overall project direction • Providing input during development of all project deliverables and certain interim deliverables • Sharing deliverables with partner organizations • Communicating project findings
Fraser Valley Agricultural Adaptation Working Group	<ul style="list-style-type: none"> • Providing overall project oversight • Communicating with respective organizations • Reviewing final project deliverables
Contractor	<ul style="list-style-type: none"> • Refining work plan and project parameters • Periodically (at agreed upon times) updating and receiving feedback from the project oversight committee • Completing all project activities (as outlined below) • Submitting all project deliverables (as outlined below) in draft and final form

2.3 Project Scope/Budget

2.3.1 Scope

In Scope:

The scope of the contract includes:

Major project elements (activities)

1) Work plan and project timelines [June 2021]

- Reconfirm project activities and timelines
- Develop key contacts/consultation list
- Undertake kick-off meeting with oversight committee to confirm above

2) Refine greenhouse water demand; risks to current and future water supply and economic and production impacts of supply curtailment [June 2021]

- Refine greenhouse water demand data/information to include estimations of crop specific use and demand expansion.
- Document potential impacts of climate change to greenhouse water supply including:
 - Results of existing data, analysis and studies
 - Input from key individuals (e.g. Metro Vancouver staff, other relevant experts)
 - Consideration of any planned upgrades/improvements to (Metro Vancouver) potable supply resources relevant to Delta
 - Climate change projections and available data for relevant resources
- Identify other (non-climate-related) situations under which greenhouse water availability might be disrupted (including details such as possible duration etc.)
- Develop 2-3 simple scenarios to estimate potential effects of “modeled” curtailment or interruptions on greenhouse production (quantity) and economics

3) Water quality requirements [June-July 2021]

- Compile information regarding water quality requirements for range of relevant greenhouse crops including:
 - Sweet peppers
 - Tomatoes
 - Cucumbers
 - Cannabis
 - Any other relevant crops (e.g. strawberries, eggplant)
- Review water quality of Fraser River water and canal water and summarize treatment options including shared and individual operation technologies

4) *Summary of findings [June-July 2021]*

- Develop a summary of findings from activities 2 and 3
- Identify options for alternative supply
- Share summary with project oversight committee and gather feedback prior to undertaking water supply options assessment

5) *Assessment of future water supply options [August – September 2021]*

- Develop a framework/criteria for assessing identified options for future water supply
- Provide high level evaluation of each option including:
 - cost range and high-level cost benefit (for greenhouse producers and/or municipal government)
 - technical feasibility and/or considerations and benefits (including co-benefits).
- Options could include, but are not limited to:
 - Rain/surface water catchment/storage
 - Individual or shared surface water treatment
 - Fraser River pipe supply
- Share assessment with oversight committee and key partners for input
- Incorporate final assessment into previous summary document

6) *Delivery of project results [October 2021]*

- Provide presentations (if/as deemed necessary to):
 - BC Greenhouse Growers Board/members
 - Metro Vancouver
 - City of Delta

Out of Scope:

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

- Communication of the results beyond the key project partners and Delta Agricultural Adaptation Working Group
- Implementation of any next steps associated with the findings

2.3.2 Budget

The anticipated budget for this Project is \$25,000, **representing a hard cap inclusive of all contractor costs and applicable taxes.**

2.3.3 Timing

Timing for major milestones for the project is provided in Table 2 below.

Table 2 - Project Timing

Deliverable / Milestone	Target Completion Date
Release Request for Proposals	May 3, 2021
Close Request for Proposals	May 21, 2021
Proponent selection	May 31, 2021
Project initiation meeting	June 11, 2021
Project work plan	June 18, 2021
Greenhouse water demand, supply-related risks, economic impacts of curtailment	July 31, 2021
Water quality requirements and treatment options	July 31, 2021
Supply options assessment	September 30, 2021
Presentations	November 15, 2021

3. REQUIREMENTS

3.1 Major Deliverables

The *major* deliverables for this Project are:

- Work plan
- Summary of findings
- Future supply options
- Presentations

4. EVALUATION

This section details all the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

4.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process:

- a) One complete electronic proposal, in a Microsoft Office compatible or PDF format, must be received at the closing location.
- b) The proposal must be in English and must be sent by e-mail.

- c) The proposal must be received at the closing location before the specified closing time.
- d) Minimum of 3 years of experience conducting similar projects and experience including agriculture industry engagement, project coordination and management, research, data compilation and analysis, consultation and report writing.
- e) At least one team member with direct experience working with the BC agriculture sector with preference for Delta knowledge/experience
- f) Proposal must conform to the budget provided in this RFP.
- g) Proposal must clearly articulate how the major deliverables of section 3.1 will be met.
- h) Demonstrated understanding of climate change projections and impacts.

4.2 Desirable Criteria

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

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

5. PROPOSAL FORMAT

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) The proposal should be a maximum of 20 pages, including all appendices, CV's, cover page and signature.
- b) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions contained in this document
- c) Table of contents including page numbers
- d) The body of the proposal, including pricing, i.e. the "Proponent Response"

6. PROPONENT RESPONSE

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

- a) Describe in detail your company's experience delivering comparable materials (and provide links to any available samples/examples).
- b) Provide CV/biography including relevant education, experience and professional credentials for personnel likely to participate in the project. Also, clearly identify which personnel will be undertaking each element of the project.
- c) Provide a project budget showing: anticipated work hours, billing rates and total project costs inclusive of taxes. The budget description should also break out budget details by deliverable.

- d) Provide a high level/preliminary draft work plan describing how the project will be accomplished (including timeline). Note any constraints that may impact your ability to execute the project in a manner consistent with the timing outlined in this RFP.

Appendix A Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Solicitor that will include the following selected contract clauses:

Compliance With Laws

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work. The Contractor will comply with all laws applicable to the work or performance of the Contract.

Laws of British Columbia

Any Contract resulting from this Request for Proposals will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

Arbitration

All disputes arising out of or in connection with the Contract will, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

Indemnity

Any Contract resulting from this Request for Proposals will require that the Contractor indemnify and save harmless the Solicitor, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Solicitor at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or sub-Contractor of the Contractor pursuant to the Contract excepting always liability arising out of the independent acts of the Solicitor.

The Contract will not contain a limitation of liability clause or describe how there will be a limitation of a set amount or type.

Insurance

Any Contract resulting from this Request for Proposals may require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to the Solicitor. All required insurance will be endorsed to provide the Solicitor with 30 days' advance written notice of cancellation or material change. The Contractor will provide the Solicitor with evidence of the required insurance, in the form of a completed Solicitor of British Columbia Certificate of Insurance, immediately following execution and delivery of the Contract.

Comprehensive Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Solicitor is to be added as an additional insured and the policy shall contain a cross liability clause.

Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the Contract.

Automobile Liability on all vehicles operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.

Registration with Workers' Compensation Board

The Contractor and any approved sub-Contractors must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

Payment Holdback

The Contract may contain a provision whereby the Solicitor will hold back a portion of the total Contract price until the requirements of the Contract have been met.

Software

It is the Contractor's responsibility to ensure that the Solicitor has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

Intellectual Property Rights

The Solicitor will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through a Contract. Licensing and marketing rights to the developed product will not be granted in the Contract. (Proposals regarding these rights should not be submitted in response to this Request for Proposals and will not be considered in evaluating responses. If, in the future, the Solicitor elects to commercialise the developed product, the licensing and marketing rights will be negotiated separately.)