

Request for Proposals

Project: Linking farmland and agricultural values to floodplain restoration initiatives

Location: Kootenays (including Boundary)

Issue Date: Tuesday January 19th, 2021

Closing Time: Proposal must be received **before** 3:00 PM Pacific Time on Tuesday, February 9th, 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 January 20th and February 8th. Information obtained from any other source is not official and should not be relied upon. Inquiries and any responses will be recorded and may be distributed to all Proponents at the Solicitor's option. See Proponent Meeting section (below) for instruction to register to receive communications relating to this RFP.

Windermere District Farmers' Institute
Email: contracts@climateagriculturebc.ca

DELIVERY OF PROPOSALS:

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

Email: contracts@climateagriculturebc.ca

PROPOSANTS' MEETING/REGISTRATION OF INTENT:

A Proponents' meeting **will not** be held, however applicants are encouraged to email contracts@climateagriculturebc.ca to register their intent to submit a proposal to ensure receipt of correspondence regarding inquiries (from Proponents) and responses (from Solicitor).

PROPOSANT SECTION:

ALL PROPOSALS MUST BE EMAILED. 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.**

Signature of Authorized Representative:	Legal Name of Proponent:
Printed Name of Authorized Representative:	Address of Proponent:
Title:	
Date:	Authorized Representative phone or email address:

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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 *Linking Farmland and Agricultural Values to Floodplain Restoration Initiatives* 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 Windermere District Farmers’ Institute.

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, unless prior approval for a late submission has been granted by the Solicitor or solicitor’s agent. 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. Objectives and Overview

1. Project Objectives

The objectives associated with this project are to:

- Identify practices best suited to manage/mitigate impact of excess water on agricultural land/agricultural production
- Develop best practices guidelines for linking floodplain rehabilitation practices on farmland to broad (landscape-level) floodplain restoration projects/floodplain rehabilitation activities
- Evaluate gaps/challenges (for local governments and producers) in accessing financial supports and knowledge resources for floodplain rehabilitation activities
- Foster collaboration between agricultural producers and local governments on floodplain restoration

2. Project Overview

Shifting precipitation patterns and higher seasonal temperatures are heightening flood risk¹ across the Boundary and Kootenay regions. To reduce and manage flood risk, local governments are exploring opportunities to (partially and fully) restore natural floodplain function.² It is important to analyze and evaluate the role that agricultural land can play in floodplain rehabilitation, and to provide guidance (to government) on best practices that also protect agricultural values and preserve farm viability.

Activities undertaken on farmland to manage excess water can either reduce or exacerbate downstream impacts. For example, enhancing and/or restoring riparian vegetation, increasing flood set-backs and providing relief channels can lessen the impact of flooding at the farm, while also providing significant positive downstream benefits. A counter example would be the installation of rip-rap, which may provide some near-term benefit to the farm, but can increase the impacts of flooding downstream.

This project will assess which farm-based practices are simultaneously supportive of agricultural values (i.e. that promote agricultural production and generation of farm income) and complementary to broader landscape level floodplain rehabilitation. This will provide valuable guidance for how to best link (and maximize) flood protection benefits.

The project will begin by consulting with agricultural stakeholders to document current relevant practices (to manage and minimize the impact of excess water on farms), while qualifying which practices are suitable for different sites and production types. Consultation will also cover barriers to action (practices that producers would consider implementing, but cannot for financial, knowledge, regulatory reasons). Consultation with local government (complemented by a literature review) will document the types of floodplain rehabilitation activities being considered by governments, areas identified for rehabilitation, barriers to action, and how/if governments are currently incorporating farmland into project planning.

¹ This project will primarily examine floodplain restoration/mitigation activities related to clearwater flooding, but where possible will also consider debris-flooding scenarios.

² Restoration of floodplain function encompasses activities undertaken to fully or partially restore a floodplain to a target condition (which may not be the same as the pre-disturbance condition, but it is usually based on a desired level of function). Rehabilitation refers to the activities carried out to meet that primary goal and may include installation of natural and engineered infrastructure.

The findings (above) will be supplemented with several “scenarios” or “case studies” (ideally based in the Boundary and Kootenay regions) that illustrate how landscape-level and farm-level floodplain rehabilitation activities could be linked together to provide enhanced flood protection benefit. These may draw on existing sites (e.g. farms that have undertaken activities that will benefit broader landscape level floodplain restoration projects) or could be scenarios (e.g. based on areas with potential for floodplain rehabilitation as identified by regional districts). If suitable local “scenarios” do not exist, the research will look to other jurisdictions.

Research will then focus on defining next steps/opportunities for action, and on identifying barriers to action. This will include identifying immediate opportunities for action/collaboration (e.g. summarizing research findings to integrate into regional district grant applications, interpreting research in the context of geohazard and risk assessments) and itemizing financial supports and funding available to both producers and local governments for the type of floodplain rehabilitation activities identified. This project will also identify funding and knowledge gaps that present obstacles to undertaking floodplain restoration actions, and will make recommendations for next steps to fill these gaps.

The results of this project will be compiled into a “best practices and next steps” report that will be targeted to a local government audience to utilize when project planning. In addition to highlighting how to integrate/link farm-level and landscape level objectives, the “best practices” document will support integration of agricultural values into project planning and offer guidance on how to involve the agriculture sector in planning initiatives.

Results will also be compiled into a separate summary document for an agricultural audience to improve guidance for producers in assessing how on-farm projects can be tailored to improve floodplain function at the farm while also providing broader landscape level benefits. Two knowledge transfer events (webinars) will be hosted to share results - one with a focus on local government and the other with a focus on agriculture sector participants. The Climate and Agriculture Initiative will coordinate the knowledge transfer events and the contractor will co-host the events to present on the project findings.

C. Partners and Project Oversight

1. Project Partners

1.1. Kootenay and Boundary Agricultural Adaptation Working Group

The Working Group includes representatives from the three Kootenay and Boundary Regional Districts, the BC Ministry of Agriculture, the Kootenay and Boundary Farm Advisors, the Kootenay Livestock Association, the Windermere District Farmers’ Institute, the Kettle River Stockmen’s Association, the Kootenay Organic Grower’s Society and independent tree fruit producers. The Working Group participants provide input on the projects as they develop, and ensure that projects are designed and delivered in keeping with the *Kootenay and Boundary Adaptation Strategies*. Participants also bring their organizational knowledge and perspectives and help to ensure that projects are coordinated with other local activities.

1.2. Climate and Agriculture Initiative BC

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 Kootenay & Boundary planning process was completed in 2019. This project — “Linking Farmland and Agricultural Values to Floodplain Restoration Initiatives” fulfils priority actions identified in the *Kootenay and Boundary Adaptation Strategies* (see pages 36-37).

1.3. 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 Ministry’s 2018/19 Service Plan has an objective to support climate change adaptation by the sector, and a related performance measure to track progress over time.

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. Project Oversight and Delineation of Responsibilities

The project will be overseen by a Project Oversight Committee that includes representatives of Kootenay and Boundary based agricultural organizations, regional governments, the Climate and Agriculture Initiative and the BC Ministry of Agriculture, Food and Fisheries. Final project deliverables will be reviewed by the Project Oversight Committee and the Kootenay and Boundary 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 • Reviewing final project deliverables • Communicating project findings • Sharing deliverables with partner organizations
Kootenay and Boundary Agricultural Adaptation Working Group	<ul style="list-style-type: none"> • Providing overall project oversight • Communicating with respective organizations • Reviewing and sharing final project deliverables

Role	Responsibility
Contractor	<ul style="list-style-type: none"> • Refining work plan • At agreed upon times, providing project updates to and receiving project 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

D. Project Scope, Project Activities and Budget

1. In Scope/Project Activities

The scope of the contract includes:

- Expenses associated with undertaking all project activities including any required travel to the region (Regional District of Kootenay Boundary, Regional District of East Kootenay, Regional District of Central Kootenay)
- Project elements/activities detailed below

2. Out of Scope

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

- The two fall knowledge transfer events (hosted via webinar) will be promoted and coordinated by the Climate and Agriculture Initiative. The responsibility of the contractor will be to develop and deliver an engaging presentation to share the results of the research.
- In-depth quantitative analysis of case studies/scenarios (e.g. economic impact analysis, cost-benefit analysis)
- Hydrological modelling

Key Project Activities

Project Management

[Ongoing]

- Initial consultation with Project Oversight Committee (POC) to develop a detailed workplan.
- Inclusion of POC input into project deliverables
- Meetings/consultation with key project partners
- Frequent and brief e-mail and/or telephone progress updates to solicitor (or solicitor's representative)

1) Work plan and literature/resource scan

[February 25th to March 15th, 2021]

- Refining scope, confirming key milestones and finalizing work plan with including:
 - Identification and documentation of existing resources
 - Identification of stakeholders (local/provincial government, agriculture, other)
 - Interviews with key stakeholders to confirm focus
- Compilation and review of relevant literature to inform/support project methodology.
- Finalization of research methodology.
- Project kick-off meeting with Project Oversight Committee.

2) Agricultural consultations and compilation of results

[March 15th to May 30th, 2021]

- Developing consultation plan to engage with agricultural stakeholders that conforms to COVID-19 health guidelines while providing opportunities for multiple methods of engagement for agricultural stakeholders (e.g. zoom forum, 1-1 phone interviews, etc.).
- Promoting consultation (e.g. group, 1-1, etc.) and securing participants.
- Developing consultation materials and vetting with the Project Oversight Committee.
- Coordinating logistics and hosting consultations.
- Summarizing consultation results for restoration of floodplain function on agricultural land including:
 - Practices best suited to farmland
 - Best practices/limitations of certain practices for different production systems
 - Producer rationale for preferred practices
 - Barriers to implementation (knowledge, financial, regulatory)
 - Identification of possible “case study” sites (including criteria, rationale)
- Ground truthing findings with stakeholders (*note this activity may be completed after May 30th if needed*).

3) Local government consultations and compilation of results

[March 15th to May 30th, 2021]

- Developing consultation plan to engage with local governments that conforms to COVID-19 health guidelines.
- Conducting targeted outreach to secure participation.
- Coordinating logistics and hosting consultations.
- Summarizing consultation including:
 - Floodplain rehabilitation practices being considered by local governments and rationale
 - Areas under consideration for projects and identification of possible case study/scenario locations for further examination
 - Level of knowledge/understanding of agricultural values/producer preferences and concerns
 - Barriers to implementation (knowledge, financial, regulatory)
- Ground truthing findings with stakeholders (*note this activity may be completed after May 30th if needed*)
- Synthesizing results from consultations with government and agriculture sector.

4) Case studies/scenarios and knowledge/financial gap assessment

[June 1st – July 15th, 2021]

- Informed by consultations, identifying case studies or scenarios that illustrate how farm-level and landscape level floodplain rehabilitation practices can be linked to enhance benefits.
- Sharing results of consultation and proposed case studies with POC.
- Conducting qualitative analysis of identified case study sites, or if no local case studies/scenarios exist, look to other jurisdictions with relevant examples. Qualitative analysis will:
 - Explore “best practices in action” to showcase how activities on farmland can link to landscape level floodplain restoration
 - Make the linkages between farmland and public land more tangible through the use of real world examples
 - Demonstrate (qualitatively) the benefit of linking farmland to broader planning exercises
 - Showcase solutions/options for range of scenarios (farm types/flood risk)
- Conducting a financial gap analysis to document funding/cost-shares available to both local governments and private agricultural land holders
- Conducting a knowledge gap analysis to document gaps in technical resources, local expertise, etc.
- Developing recommended actions to fill funding and knowledge gaps (e.g. further economic analysis, hydrological modelling)

5) Best Practices Report and Summary Report for agriculture

[July 15th to August 15th, 2021]

- Compiling findings from consultation and case study analysis into a draft Best Practices and Next Steps Report (tailored to local governments).
- Creating a draft Summary Report with an agricultural focus (to improve agricultural knowledge on how practices to manage excess water on farms can link to broader floodplain rehabilitation activities/floodplain restoration projects)
- Sharing reports with POC (and necessary stakeholders) for input.

6) Co-lead 2 knowledge transfer events to share research results with stakeholders

[August 15th – September 15th, 2021]

- Collaborate with Climate and Agriculture Initiative to deliver 2 knowledge transfer events (one targeted to local government, the second targeted to producers). Note: Climate and Agriculture Initiative will coordinate event promotion and logistics.
- Prepare presentation for webinar
- Co-host/present webinar

3. Budget

The budget for this project is **\$33,000** representing a hard cap inclusive of **all** contractor costs, project expenses and applicable taxes.

4. Project Timing

Timing for major milestones for the project is provided in Table 2 below. Timelines for most activities/deliverables can be determined in proposal and work planning stages but the project **must be completed by September 15th, 2021**.

Table 2 - Project Timing

Milestones and/or Deliverables	Target <u>Completion Date</u>
Release Request for Proposals	January 18 th , 2021
Close RFP	February 5 th , 2021
Proponent selection	February 19 th , 2021
Meeting with Project Oversight Committee	Week March 1 st or March 8 th
Project scoping and literature review	March 15 th , 2021
Develop consultation plan and materials for engagement with agriculture sector*	April 15 th , 2021
Deliver consultation with agriculture sector*	May 30 th , 2021
Develop consultation plan and materials for engagement with local governments*	April 15 th , 2021
Deliver consultation with local government*	May 30 th , 2021
Synthesis of consultation results and case studies	July 15 th
Reports (Best Practices and Summary for agriculture)	August 15 th
Sharing results with stakeholders	September 15 th

*Note: The timing of consultations with the agriculture sector and regional governments may be determined by the proponent (i.e. which consultations to undertake first, or to undertake the consultations simultaneously). Local government staff may have time constraints in April/May if there is a significant flood season, while agricultural producers may have time constraints once the production season gets underway.

6. Project Deliverables

The deliverables for this Project are:

- Project workplan and list of stakeholders to be consulted
- Engagement plan for consultation with agriculture and local government and resources to support consultation process
- Consultation summary (including case study/scenario options)
- Best Practices and Next Steps Report (includes list of relevant resources identified during literature review)
- Summary Document for agricultural audience
- Participating in 2 knowledge transfer events to share results (one targeted to government, one to producers)

E. Proposal Evaluation

This section details 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.

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 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 5 years experience conducting similar projects including literature review, development of project methodology, information collection through consultation with stakeholders, data analysis and synthesis, and report writing
- e) At least one team member with 5 years professional experience in environmental studies, riparian management/rehabilitation, floodplain restoration/rehabilitation
- f) At least one team member with in-depth technical knowledge of agricultural production systems prevalent in the Boundary and Kootenay regions
- g) Exceptional writing and communication skills and a demonstrated ability to create engaging reports for government and agricultural audiences (include links to samples)
- h) Experience in group facilitation and demonstrated ability to engage with a diverse group of stakeholders and ability to synthesize input from multiple stakeholders
- i) Experience hosting engaging virtual consultation sessions
- j) Proposal must conform to the budget provided in this RFP
- k) Proposal must clearly articulate how the major deliverables of section D will be met

2. Desirable Criteria

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

- a) Knowledge/experience related to climate change and agricultural adaptation
- b) Proponent's ability to cost-effectively deliver the requirements of the project
- c) At least one team member with experience in local government environmental planning and grant writing
- d) At least one team member with direct experience working with the agriculture sector in the Kootenay and Boundary regions

3. 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”

4. 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 past 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.
- e) Provide details on how you will conduct consultations with agricultural stakeholders that conform to COVID-19 Provincial Health guidelines.

F. 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.)