

Request for Proposals

Project: Supporting riparian health on farmland for flood management

Location: Kootenays and Boundary (RDEK, RDCK, RDKB)

Issue Date: September 23rd, 2021

Closing Time: Proposal must be received **before** 5PM Pacific Time on October 14th, 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 September 24th and October 13th, 2021. 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.

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:

Email: contracts@climateagriculturebc.ca

PROPOSANTS' MEETING:

- A Proponents' meeting **will not** be held. Applicants are encouraged to register their intent to submit a proposal by emailing contracts@climateagriculturebc.ca. This enables the solicitor to include the registered applicant in any communication relating to questions/points of clarification for this RFP.

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.**

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

Table of Contents

A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS.....	3
B. OBJECTIVES AND OVERVIEW.....	5
1. Project Objectives.....	5
2. Project Overview.....	5
C. PARTNERS AND PROJECT OVERSIGHT	7
1. Project Partners	7
2. Project Oversight and Delineation of Responsibilities.....	8
D. PROJECT SCOPE, PROJECT ACTIVITIES AND BUDGET	9
1. In Scope/Project Activities	9
2. Out of Scope.....	11
3. Budget.....	12
4. Project Timing.....	12
6. Project Deliverables.....	12
E. PROPOSAL EVALUATION.....	13
1. Mandatory Criteria	13
2. Desirable Criteria	13
3. Proposal Format	14
4. Proponent Response	14
F. CONTRACT FORM	15

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 *Supporting riparian health on farmland for flood 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. 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:

- Provide knowledge transfer about the value of riparian areas on farmland
- Promote an understanding on how climate change will impact riparian areas on farmland in the Kootenays and Boundary
- Provide producers with knowledge and resources to assist in preliminary evaluation of riparian health
- Link producers with local resources and experts to support ongoing riparian health planning and action
- Identify opportunities to improve access to financial supports for producers to undertake riparian enhancement/maintain riparian areas on farmland

A full description of the project is provided below. The contractor will work in collaboration with the Project Oversight Committee to establish project parameters, scope focus of knowledge transfer resources and to develop a detailed work plan for the project.

2. Project Overview

Shifting precipitation patterns and rising seasonal temperatures are heightening flood risk across the Kootenay and Boundary regions – for both large and small flood events. Healthy riparian areas on farmland provide valuable flood-mitigation services to adjacent land and can lessen the impacts of floods when they do occur. Unhealthy and degraded riparian areas are also more susceptible to damage from excess water and will be less able to withstand climate change impacts over time.

The topic of riparian health can be overwhelming for many producers who do not have a foundational understanding of how riparian areas function and their benefits, nor on how to conduct a preliminary assessment on the health of their riparian areas. Planning and undertaking riparian rehabilitation projects can also be costly (from both a time and financial perspective) and many projects require professional services (e.g. engineering) and permits. With these potential financial, planning and regulatory hurdles – producers often think that riparian projects will necessarily be expensive and time consuming to carry out, which is not always the case.

The region does house many local resources and experts to support producers with undertaking riparian assessments and carrying out improvements in riparian areas (such as through the Environmental Farm Plan program and local stream keeper societies), but without a clear understanding of the benefits of riparian areas and the range of actions that can be taken to address problems (from lower cost solutions such as planting grass/shrubs and erecting livestock fencing, to more expensive engineered projects), estimating the costs and benefits of potential projects becomes difficult and overwhelmed producers often opt to just not start.

This project will address this “motivation” gap by developing and hosting a series of 4-5 information sessions (likely virtual, or a combination of in-person and virtual) supplemented by several field days to provide applied learning opportunities. These events and resources will communicate the function and value of riparian areas on farmland, support interested producers in conducting a preliminary assessment of the functionality/health of their riparian areas, while also linking producers with local

experts and resources to provide ongoing support beyond the life of the project. The project will also explore opportunities to strengthen linkages to financial cost-share supports to carry out work in riparian areas – as cost is frequently identified by producers as one of the main barriers to action.

The content for the information sessions will be developed during the fall/winter of 2021/22. The sessions will include a variety of learning opportunities that incorporate lecture-based learning (e.g. webinars), field days/site visits, and more interactive learning opportunities such as Q+As with experts and take-home study materials for those wanting to do a deeper dive into riparian health topics. The information session materials will also incorporate local case studies/success stories. The information sessions will include a minimum of 3 field days (one in each Regional District) to provide hands-on learning.

Participation in the information sessions and field days will be open to all interested producers in the Kootenay and Boundary regions. Information session content and format will be scoped with support from the Project Oversight Committee at the project kick-off meeting. Note that these information sessions will complement each other and content may build from one session to the next, but producers will not be required to participate in all sessions. Sessions will include information on:

- understanding the function and value of riparian areas on farms,
- understanding how water moves (and collects) on the farm and how climate change may affect this over time,
- assessing the condition of riparian areas and their functionality – this will include a simple producer led assessment (likely based on the [Riparian Field Workbook for Streams and Small Rivers](#)) that supports producers in deepening their understanding of riparian health assessment methodology and supports an initial assessment of their riparian areas. (Note: Producers who are interested in applying for Beneficial Management Practices (BMP) funding through the Environmental Farm Plan (EFP) will be directed to a local EFP Planning Advisor to conduct a Riparian Health Assessment (RHA) and Riparian Management Plan after completion of their EFP)
- discussing how agricultural activities can impact riparian health and function,
- sharing information and case-study examples of low-cost actions and actions that do not require permits (e.g., planting grasses/shrubs to stabilize banks, erecting livestock fencing, etc.)
- sharing information around additional topics such as non-native vs. native flora, invasive species management, solutions for different soil types, special considerations for drier areas such as Boundary, etc.
- sharing information on riparian maintenance and upkeep (for producers with healthy riparian areas who want to preserve functionality under changing climate conditions)
- providing examples of different types of riparian restoration/enhancement projects and the costs/permits required, along with the benefits of these projects

During session delivery, the presenter/instructor will be expected to set aside some time to provide 1-1 support to participants (to a maximum 20-25 hours during the project). This 1-1 support may include answering specific questions from producers about riparian health (outside of events/webinars) and linking producers who require additional professional support with appropriate local resources.

The project will conduct an extensive outreach campaign in January/February to garner interest in the information sessions. This will include sharing preliminary information on the value/function of riparian areas on farmlands along with information on the content of the sessions and how they will

benefit farmers/ranchers. The contractor will be responsible for developing an outreach plan and outreach materials, and for recruitment, although the Climate and Agriculture Initiative and other local partners will assist with outreach where possible.

Following completion of the information sessions, the content and materials will be evaluated for clarity, completeness and ease of use. Refinements and improvements to resources will take place during the summer of 2022. Outcomes from the information sessions, along with recommendations for next steps will be summarized in a final report and will identify opportunities to continue to support producers with riparian management/enhancement. Knowledge transfer resources will also be made available to interested organizations and producers.

The project will also complete a funding gap analysis to refine our understanding of the specific barriers with obtaining financial/cost-share supports for riparian projects in the Kootenay and Boundary regions. This research will document existing financial supports (local, regional, provincial), as well as identify opportunities to improve these supports. The gap analysis will include engagement with producers and granting agencies/local riparian organizations to document experiences in navigating funding opportunities and grant applications, barriers to action and opportunities for collaboration. This research will also examine the ongoing maintenance costs of riparian enhancement projects on farmland and identify associated funding gaps and opportunities.

The final project activity will be a webinar (targeted to local governments and riparian organizations) to share the riparian knowledge transfer materials and project outcomes, along with the findings of the financial gap analysis.

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, Food and Fisheries, 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. A sub-section of members from the Working Group provide project oversight through the Project Oversight Committee.

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 — "Supporting riparian health on farmland for flood management" fulfils priority actions identified in the [Kootenay and Boundary](#)

[Adaptation Strategies.](#)

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 2019/22 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 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 BC Climate and Agriculture Initiative and the BC Ministry of Agriculture, Food and Fisheries. Final project deliverables will be reviewed by the Project Oversight Committee. 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 strategic project direction• Providing input during development of all project deliverables• Reviewing final project deliverables• Communicating project findings• Sharing deliverables with partner organizations
Climate and Agriculture Initiative BC	<ul style="list-style-type: none">• Providing day-to-day project/contractor support as required• Connecting contractor to local expertise and agricultural organizations (when possible)• Management and organization of Project Oversight Committee
Contractor	<ul style="list-style-type: none">• Refining work plan• Providing regular updates to Climate and Agriculture Initiative representative

Role	Responsibility
	<ul style="list-style-type: none"> • 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

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 printing resources, organizing and hosting field days, etc.
- Expenses related to travel across the region
- Project elements/activities detailed below

Key Project Activities

Project scoping, background research and workplan

[November 2021]

- Conduct necessary background research to guide project scoping and planning. This includes reviewing materials available for use in the information sessions such as the Environmental Farm Plan Riparian Health Assessment resources, and other literature on riparian health, climate change projections for the region, etc.
- Engage with local Environmental Farm Plan Planning Advisors to discuss project collaboration
- Identify and engage additional potential project collaborators (granting agencies, local riparian organizations, etc.) who can provide additional/longer term support to producers
- Develop project workplan with key milestones
- Participate in project kick-off meeting with Project Oversight Committee

Riparian management information session planning (including outreach and registration)

[December 2021 – March 2022]

- Determine parameters/scale of program and program logistics including:
 - How the riparian management information sessions will be delivered (format, # of sessions, timeline, field days, whether sessions will build off earlier sessions or stand alone, etc.)
 - Focus of content for each session (including virtual and field day sessions)
 - Vet with Project Oversight Committee
- Develop and execute an outreach plan to recruit producer participants
 - Include development of a resource/advertisement to communicate to producers what they will gain from participation

- Conduct outreach as per plan (between December 2021 and February 2022)
- Manage registration and communication with participants
- Develop content for riparian information sessions including:
 - Content for information sessions and associated reading materials/resources
 - Share resources with agencies for approval of content if required (e.g. DFO, MOE, FLNRORD, local governments, etc.)
 - Supporting resources/take home activities for producer participants who want to dive deeper into their understanding of riparian health. This would involve using the [Riparian Field Workbook for Streams and Small Rivers](#) that was developed for the EFP program based on Cows and Fish Alberta’s methodologies.
 - Other items include: Identifying and securing guest speakers/topic experts, developing local case study materials to showcase key knowledge transfer topics
 - Vet all materials with Project Oversight Committee
- Develop content and coordinate logistics for a minimum of 3 complementary “field days” (one in Regional District of Kootenay Boundary, one in Regional District of East Kootenay, one in Regional District of Central Kootenay) to provide hands-on learning opportunities for participants in each region.

Riparian management information session delivery

[March 2022 – Summer 2022]*

**exact timing of information sessions (start and finish dates) will be dependent on # of modules/events and when field days will be hosted, balanced with being sensitive to producers’ availability constraints during the production season*

- Deliver riparian information sessions
 - Coordinate ongoing session logistics and regular communication with participants
 - Host sessions (virtual and field days)
 - Provide additional support to participants as required throughout series. Examples include hosting virtual “office hours” or Q+A sessions, allocating a set amount of time between each session for 1-1 support, conducting site visits. Estimated time commitment during project is 20 – 25 hours total.
 - Distribute a participant evaluation at the end of the series
 - Link producers with local experts/resources who can provide ongoing support (e.g. EFP Planning Advisors, local stream keeper societies)

Riparian cost-share gap and opportunities analysis

*(flexible start, finish by August 2022)**

**Time permitting, it would be desirable to conduct the first three bullets/activities below prior to the information sessions (i.e. December 2021 – March 2022) so that key resources and findings can be communicated with participants.*

- Conduct resource scan/research to identify:
 - Current mechanisms to fund riparian work on farmland (cost-share supports, grants, etc.)
 - Examples of successful restoration sites using cost-share supports, grants, etc.
 - Opportunities to improve cost-share supports/grants for riparian work and preservation of riparian areas on farmland
- Consult with organizations that can support producers in accessing funding (e.g. Granby Wilderness Society, BC Wildlife Federation, FRISP, etc.) to coordinate how riparian

management plans (developed for farmland) could tie into grant/cost-share opportunities and applications

- Engage with stakeholders (producers, local experts) through 1-1 interviews, focus group, etc. to vet/refine research in step above
- Consolidate findings into summary report (gap and opportunity analysis)
- Share summary with Project Oversight Committee and key stakeholders for input
- Finalize report

Refinement of knowledge transfer materials, summary report

[September - October 2022]

- Conduct evaluation of knowledge transfer materials, producer satisfaction with resources/project, and summarize findings in report that includes lessons and recommendations for next steps
- Refine riparian knowledge transfer materials as required (based on feedback from participants, gaps identified during program delivery, etc.). This may involve creation of supplementary materials to fill gaps – budget permitting.
- Collate knowledge transfer materials into a package that can be distributed to interested organizations/producers
- Finalize summary report and share with Project Oversight Committee

Finalize resources and reports

[October – early November 2022]

- Finalize all deliverables
- Collaborate with Climate and Agriculture Initiative to plan a webinar to share resources from the riparian information session with local organizations (e.g. Regional Districts, local stream keeper societies and riparian organizations) and to share findings of the cost-share gap and opportunities analysis
- Prepare presentation for webinar
- Co-host webinar with Climate and Agriculture Initiative

2. Out of Scope

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

- Conducting riparian health assessment on farms/developing riparian management plans. This project will develop/provide a resource, along with instructional support, to help interested producers conduct a preliminary assessment of their riparian area (for high level identification of problem areas/overall riparian health to determine if there is a need for additional assessment/planning). Producers wanting to undertake riparian management planning will be made aware of/connected with a local expert (e.g. Environmental Farm Plan Planning Advisor, local stream keeper societies).
- The Climate and Agriculture Initiative will support outreach and logistics for the final webinar to share the knowledge transfer resources and findings of the funding gap analysis
- Organization, coordination and communication with the project oversight committee (this will be completed by the Climate and Agriculture Initiative)

3. Budget

The budget for this project is **\$56,250** representing a hard cap inclusive of **all** contractor costs 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 end of November 2022**.

Table 2 - Project Timing

Milestones and/or Deliverables	Target <u>Completion</u> Date
Release Request for Proposals	September 23, 2021
Close RFP	5pm October 14, 2021
Proponent selection	October 25, 2021
Project scoping, background research	November 26, 2021
Kick-off meeting with Project Oversight Committee*	November 26, 2021
Riparian health information session outreach and registration	February 28, 2022
Riparian health information session planning and module development (including field days)	March 1, 2022 (somewhat flexible depending on start date)
Delivery of riparian health information sessions	June 4, 2022 (finish date flexible depending on timing of field days)
Cost-share/financial gap analysis	August 20, 2022 (see note in section D relating to start date)
Refinements to knowledge transfer materials	October 15, 2022
Finalize deliverables (project summary, cost-share analysis, knowledge transfer resources)	November 1, 2022
Webinar (share findings of cost-share gap analysis)	November 10, 2022

*Additional meetings with the Project Oversight Committee will be required throughout the project. Timing will be determined at the kick-off meeting but these will (at minimum) include a meeting during the early stages of development of the information session content (Dec 2021/Jan 2022), a meeting to review the final information session content (Feb/March 2022) and a wrap-up meeting (November 2022).

6. Project Deliverables

The major deliverables for this Project are:

- Riparian health information session delivery plan (parameters, timeline, topics and activities, process to recruit participants)
- Riparian health information session content and supporting resources/take-home activities
- Delivery of riparian health information sessions including 3 field days

- Collated knowledge transfer materials from information sessions (resources/case-studies/worksheets)
- Summary report from information sessions
- Riparian cost-share gap and opportunity analysis (report)
- One webinar to share outcomes and resources from knowledge transfer events and results from cost-share gap analysis

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:

- One complete electronic proposal, in a PDF format, must be received at the closing location
- The proposal must be in English and must be sent by e-mail
- The proposal must be received at the closing location before the specified closing time
- At least one team member with 5 years professional experience in riparian management/rehabilitation (preferably on farmland, or at minimum with private landowners)
- At least one team member with knowledge of riparian health assessment tools/methodology (i.e. the BC Environmental Farm Plan and Beneficial Management Practices programs and/or the Cows and Fish Alberta Riparian Health Assessment methodologies)
- At least one team member with demonstrated experience developing and delivering informational/education sessions to adults. Preference for experience delivering virtual education sessions.
- Demonstrated experience organizing and hosting field days
- At least one team member with 5 years experience conducting research and analysis including reviewing documents/programs, collecting information through consultation with stakeholders, data analysis and synthesis, and report writing
- At least one team member with knowledge of agricultural production systems prevalent in the Boundary and Kootenay regions
- Knowledge of climate change impacts on flood risk and ability to communicate climate change impacts in a clear and accessible manner.
- Exceptional writing and communication skills and a demonstrated ability to create engaging reports for government and agricultural audiences (include links to samples)
- Proposal must conform to the budget provided in this RFP
- 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 of Environmental Farm Plan and Best Management Practices programs
- b) Knowledge/experience related to climate change and agricultural adaptation
- c) Proponent's ability to cost-effectively deliver the requirements of the project
- d) At least one team member (or project advisor) 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 22 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.

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.)