

# Request for Proposals

Sub-regional agricultural water assessment

Islands Agriculture Show Society

Issue date: November 10, 2021

**Closing Time:** Proposal must be received **before 4:00 PM Pacific Time on: December 1, 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 November 10, 2021 and November 29, 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.

Shari Paterson/Ryan Wetlaufer  
Islands Agriculture Show Society  
7880 Trans Canada Hwy  
Duncan, BC V9L 6B1  
Email: [contracts@climateagriculturebc.ca](mailto: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:

Shari Paterson/Ryan Wetlaufer  
Islands Agriculture Show Society  
7880 Trans Canada Hwy  
Duncan, BC V9L 6B1  
Email: [contracts@climateagriculturebc.ca](mailto:contracts@climateagriculturebc.ca)

## PROPONENTS' MEETING:

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

## PROPONENT 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.**

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

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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 “Sub-regional agricultural water assessment” 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 Islands Agriculture Show Society

“Regional” means the area included in the CAI Vancouver Island Adaptation Strategies plan.

### 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 Project 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

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### 1. SUMMARY OF THE REQUIREMENT

The geographic scope of this project is the area defined within the [Vancouver Island Adaptation Strategies](#).

The overall objectives associated with this contract are to:

- Identify key agricultural water sub-regions<sup>1</sup> and assess the state of relevant data and planning within them;
- Conduct high level assessment of risks to water supply (current and projected) in key agricultural sub-regions;
- Identify and share best practices for agricultural engagement in watershed planning and management activities; and
- Identify priority water planning needs for agricultural sub-regions.

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

### 2. SITUATION/OVERVIEW

The Vancouver Island Adaptation Strategies planning process (2019-2020) brought together the region'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. Among the identified areas of concern was *warmer & drier summer conditions* and *increasing precipitation and extreme rainfall events*.

Associated with these changes are growing concerns about the sufficiency of Vancouver Island's current and future agricultural water supply. Climate change is increasing the severity and frequency of summer droughts and increasing seasonal runoff and flood risk on agricultural lands. Additionally, there is concern for the potential impact of urban growth, forestry, and other industrial activities on local hydrology, including increasing runoff and flooding. There is a growing challenge with maintaining ecosystem function requirements while meeting community water supply needs, including those of agriculture.

The adaptation planning process confirmed that there is a need to proactively identify and address risks associated with agricultural water *prior* to supply shortages and/or flooding and runoff issues. Ensuring a secure water supply for agriculture is also essential to increasing food security, a stated objective in a number of Vancouver Island communities. In many cases, achieving these objectives will require collaborative management and infrastructure solutions in addition to on-farm measures.

The area included in the Vancouver Island Strategies plan includes a diverse range of water resources and agricultural and governance contexts. This project will start with a process to define its areas of focus –

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<sup>1</sup> The defining parameters of the sub-regions will be determined with the project committee, but will be areas with a shared agricultural, planning and water context (e.g. a watershed, peninsula, island). Selected sub-regions could vary in size, agricultural production (current and potential), supply source and geography.

developing criteria and conducting preliminary background research to identify the “key agricultural sub-regions.” Once these areas have been identified (and confirmed by the project oversight committee) a research scan and consultation will be undertaken to document the state of water data and planning within each priority sub-region. This scan will also document concerns and risks/threats related to supply and/or runoff issues (current and projected), as well as identifying needs and gaps. A high-level action plan will be developed for each sub region that identifies the key actions needed to address concerns, methods and approaches to do so, and the agencies and organizations that will be involved.

An additional project element will review practices and approaches implemented by regional districts and other agencies for engaging with the agricultural sector. A set of best practices will be compiled including both successes and challenges and analysis and consultation will help to highlight why certain approaches may be more effective – both to engage producers, to include agriculture-specific considerations and to enable on-going participation during planning processes.

The results of the sub-regional water assessment and the best practices review will be compiled in the summary of findings. This summary will also include the development of materials that concisely communicate these findings. This could include infographics and/or mapping and could be sub-region specific to streamline the key findings for the agricultural community and stakeholders.

The final phase of the project will include communication of the project’s findings and materials to project stakeholders through presentations/outreach to agricultural organizations, regional districts and other key partners. A final project report will concisely recap project activities and key findings and recommendations.

## 2.1 Partner priorities

### 2.1.1 Vancouver Island Agricultural Adaptation Working Group

The Working Group includes representatives from the Comox Valley Farmers’ Institute, the Wine Island Growers Association, the Cowichan Agricultural Society, Island Milk Producers, Alberni Farmers’ Institute, Peninsula & Area Agricultural Commission, Mid-Island Farmers’ Institute, Comox Valley Regional District, Alberni-Clayoquot Regional District, Regional District of Nanaimo, Cowichan Valley Regional District, Capital Regional District, BC Ministry of Agriculture, Food and Fisheries and Climate and Agriculture Initiative BC. The Working Group participants provide input on the projects as they develop and ensure that projects are designed and delivered in keeping with the *Vancouver Island Adaptation Strategies*. Participants also bring their organizational knowledge and perspectives and help to ensure that projects are coordinated with other local activities.

### 2.1.2 Islands Agriculture Show Society

The Islands Agriculture Show provides resources and education opportunities for farmers, rural landowners, farms organizations, equipment dealers, service providers and the general public to learn, connect and engage on Vancouver Island and the Gulf Islands.

### 2.1.3 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 Vancouver Island planning process was completed in 2020. This project — “Sub-regional agricultural water assessment” fulfils priority actions identified in the *Vancouver Island Adaptation Strategies*.

#### 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.

B.C.’s [draft Climate Preparedness and Adaptation Strategy](#) outlines four pathways to strengthen the capacity to anticipate and respond to the impacts of climate change – like wildfires, floods and heatwaves, loss of habitat, changes in growing seasons and rising sea levels.

The strategy contains actions the Province is taking in 2021 and 2022, as well as proposed actions to be taken in 2022 to 2025. It builds on the [substantial work already underway](#) in B.C. to prepare for climate change and is informed by the [2019 Preliminary Strategic Climate Risk Assessment](#), which examined some of the greatest risks to B.C. as a result of climate change.

#### 2.2 Project Responsibility

The project will be overseen by a project oversight committee that includes representatives of the Vancouver Island Agricultural Adaptation Working Group, the Climate and Agriculture Initiative BC and the BC Ministry of Agriculture, Food and Fisheries. Final project deliverables will be reviewed by the complete Vancouver Island 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"> <li>• Providing overall project direction</li> <li>• Providing input during development of all project deliverables and certain interim deliverables</li> <li>• Sharing deliverables with partner organizations</li> <li>• Communicating project findings</li> </ul>

Role	Responsibility
Vancouver Island Agricultural Adaptation Working Group	<ul style="list-style-type: none"> <li>• Providing overall project oversight</li> <li>• Communicating with respective organizations</li> <li>• Reviewing final project deliverables</li> </ul>
Contractor	<ul style="list-style-type: none"> <li>• Refining work plan and project parameters</li> <li>• Periodically (at agreed upon times) updating and receiving feedback from the project oversight committee</li> <li>• Completing all project activities (as outlined below)</li> <li>• Submitting all project deliverables (as outlined below) in draft and final form</li> </ul>

## 2.3 Project Scope/Budget

### 2.3.1 Scope

#### **In Scope:**

The scope of the contract includes:

#### **Major project elements (activities)**

1. *Project initiation, work plan, and identification of key agricultural sub-regions (December 2021 – January 2022)*
  - Finalize project work plan;
  - With committee input, identify:
    - Key data sources, documents
    - Key contacts/individuals for targeted input/consultation
  - Develop framework for identification/selection of key agricultural sub-regions;
  - Conduct meeting with project oversight committee;
  - With committee/stakeholder input, select key agricultural sub-regions (8-12) for assessment.
2. *Sub-regional agricultural water assessment (December 2021 – February 2022)*
  - Review and compile the status of existing data/information including:
    - Licensing and use information (surface, groundwater, and municipal/other)
    - Groundwater data, mapping and related studies (e.g. hydraulic connectivity)
    - Streamflow information and environmental flow requirements
    - Other sources where relevant (e.g. municipal supply)
    - Watershed and water planning processes
    - Mechanisms for agricultural input/engagement

- Conduct targeted consultation with agricultural water stakeholders in order to gather:
  - Input, experiences, concerns, and priorities of producers within sub-regions
  - Input from local government and provincial government agencies
- Characterize the agricultural water context and assess the individual risk/threat to each sub-region through:
  - Analysing streamflow and agricultural water demand (using ALUI and AWDM data, as available)
  - Reviewing groundwater wells and aquifer information
  - Highlighting major gaps and unknowns in data/knowledge
  - Documenting agricultural involvement and engagement
  - Other potential threats and concerns (e.g. climate change impacts, supply curtailments, flooding/runoff issues)
- Identify priority gaps/needs for each agricultural sub-region
- Develop a high-level action plan for each sub-region that provides a road map for addressing priority gaps and needs, this could include:
  - Clear actions and methods/approaches for completion
  - Sequence/priority of actions
  - Lead agencies and key partners
  - Financial/cost information where feasible

### 3. *Best practices review for agricultural engagement (December 2021 – February 2022)*

- Review options for agriculture industry involvement and engagement – through research, outreach, and industry consultation – in the planning for, and management of, agricultural water; include a review of:
  - Existing mechanisms for addressing regional water issues:
    - Water plans (including potential for agricultural water reserves)
    - Drought committees
    - Local watershed planning groups
  - Processes/approaches for engaging with agricultural stakeholders:
    - Workshops, focus groups, meetings
    - Agricultural representation on committees or planning bodies
    - One-on-one consultations or surveys
    - Incentives or other supports provided for agricultural participation
  - Local water planning initiative examples:
    - Koksilah River
    - Tsolum River
    - Alberni-Clayoquot Regional District water council
- Compile these results and develop a set of best practices to ensure and support the agriculture industry's participation and involvement in future agricultural watershed planning and management activities

### 4. *Summary of findings (March 2022)*

- Submit a draft Summary of Findings to the oversight committee that includes:
  - Results of the assessment of key agricultural water sub-regions, including:

- Status of information, data and planning
- Agricultural water context (e.g. a ‘snapshot’ of the industry and it’s water use, needs, potential)
- Identification of priority gaps/needs of each agricultural sub-region
- High-level action plan
- Best practices recommendations for agricultural engagement
- Develops visual/concise materials to communicate findings of the sub-regional assessment (e.g. mapping, infographic)

5. *Communication of findings & final project report (April - May 2022)*

- Conduct presentations/meetings with relevant stakeholders to discuss and share the project findings and action planning priorities, this could include:
  - Local agricultural organizations
  - Regional governments
- Submit a simple final project report that recaps and summarizes project activities, key findings and recommendations
  - Provide a draft to the committee (and other stakeholders) for review and revision.

**Out of Scope:**

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

- Organization and coordination of project oversight committee meetings and direct communication with the project oversight committee
- Communication of project results beyond the project partners
- Completion of new modeling or collection of new data
- Development of technical or feasibility assessments
- Implementation of any next steps and recommendations associated with the findings

2.3.2 Budget

The anticipated budget for this Project is \$40,000 **representing a hard cap inclusive of all project expenses, contractor fees and applicable taxes.**

2.3.3 Timing

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

Table 2 - Project Timing

<b>Deliverable / Milestone</b>	<b>Target Completion Date</b>
Release Request for Proposals	November 10, 2021
Close Request for Proposals	December 1, 2021

Deliverable / Milestone	Target Completion Date
Proponent selection	December 10, 2021
Project initiation & work plan	December 17, 2021
Project meeting #1 & sub-region selection	January 17, 2022
Sub-regional agricultural water assessment	February 28, 2022
Best practices review	February 28, 2022
Summary of findings	March 31, 2022
Draft final project report	April 30, 2022
Final project report & communication of findings	May 15, 2022

### 3. REQUIREMENTS

#### 3.1 Major Deliverables

The *major* deliverables for this Project are:

- Project oversight committee meetings (3-4)
- Project work plan
- Sub-regional agricultural water assessment
- Best practices review for agricultural engagement
- Summary of findings
- Communication of findings
- Final report

### 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 all 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 in the context of agricultural water including background scans, research, stakeholder engagement, data compilation, and report writing
- e) Minimum of 3 years of experience with agricultural water supply, including experience in hydrology, irrigation and crop water demands.
- f) The proposal must include three to five examples of projects that the Proponent and/or proposed sub-contractor(s) have completed within the past five years (as of the closing date of the RFP) and must provide one reference contact information for each project example. The projects must include:
  - experience in agricultural water supply, hydrology, irrigation and crop water demands.
  - experience in background scans, research, stakeholder engagement, data compilation, and report writing in the context of agricultural water.
- g) At least one team member with direct experience working with the Vancouver Island region agriculture sector.
- h) The consulting team must have a Professional Agrologist (P.Ag.), Professional Engineer (P.Eng.) or Professional Geoscientist (P.Geo.) to be either the project lead or a member of the team. This Professional must have a specialization in agriculture and/or water, be licensed to practice in B.C., and in compliance with the requirements of the Professional Governance Act including working under a firm's Permit to Practice.
- i) If a named project participant who is not registered as a P.Ag., P.Eng. or P.Geo. will support the project lead, proponent must provide evidence that demonstrates the individuals have adequate experience and educational background to perform assigned tasks and confirm that these individuals will be supervised by a qualified P.Ag., P.Eng. or P.Geo. in accordance with the quality management guidelines for direct supervision under Engineers and Geoscientists B.C. (EGBC) and B.C. Institute of Agrologists (BCIA).
- j) All authors including the P.Ag., P.Eng. or P.Geo. from the consultant's team who contribute to the report must approve the final version of the report before submission.
- k) Proposal must conform to the budget provided in this RFP.
- l) Proposal must clearly articulate how the major deliverables of section 3.1 will be met.

#### 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.
- b) Strong interpersonal skills that enable positive and productive interaction and coordination with project partners/stakeholders.
- c) Demonstrated ability to effectively communicate technical information to an agricultural audience.

#### 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 15 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 and billing rates by each team member and total project costs inclusive of taxes. The budget description should also break out budget details, including hours and rates, 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.)