

Request for Proposals

Fraser Valley Climate Adaptive Drainage Management Forum

BC Blueberry Council

Issue date: August 30, 2017

Closing Time: Proposal must be received **before 4:00 PM Pacific Time on: September 20, 2017**

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 August 30, 2017 and September 19, 2017. 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.

Anju Gill
BC Blueberry Council
32160 South Fraser Way #275
Abbotsford, BC V2T 1W5
Email: FraserValley@bcagclimateaction.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:

Anju Gill
BC Blueberry Council
32160 South Fraser Way #275
Abbotsford, BC V2T 1W5
Email: FraserValley@bcagclimateaction.ca

PROPOSERS' MEETING:

- A Proposers' meeting **will not** be held.

PROPOSER SECTION:

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

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

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

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

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

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

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

“Project” means the Climate Adaptive Drainage Management Forum

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

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

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

“Solicitor” means the BC Blueberry Council.

“Regional” means the Fraser Valley Regional District.

2. Terms and Conditions

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

3. Additional Information Regarding the Request for Proposals

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

4. Late Proposals

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

5. Eligibility

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

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

6. Evaluation

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

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Solicitor may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

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

9. Alternative Solutions

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

10. Changes to Proposals

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

11. Proponents’ Expenses

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

12. Limitation of Damages

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

13. Proposal Validity

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

14. Firm Pricing

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

15. Currency and Taxes

Prices quoted are to be:

in Canadian dollars;

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

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

16. Completeness of Proposal

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

17. Sub-Contracting

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

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Solicitor's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.

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

18. Acceptance of Proposals

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

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

19. Definition of Contract

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

20. Contract

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

21. Liability for Errors

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

22. Modification of Terms

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

23. Ownership of Proposals

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

24. Use of Request for Proposals

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

25. No Lobbying

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

26. Collection and Use of Personal Information

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

B. Requirements and Response

SUMMARY OF THE REQUIREMENT

The overall objectives associated with this project are to:

- Develop and present precipitation projections – particularly indices pertaining to extreme precipitation – for the Fraser Valley;*
- Bring key agencies and individuals together to develop a shared understanding of projected precipitation changes and implications for runoff and drainage planning and management in relation to the agricultural land base;
- Identify information gaps, resource needs and priority actions to enable adaptation of runoff and drainage management in the Fraser Valley; and
- Consider partnerships for pilot projects to support climate adaptive runoff and drainage planning and management.

* The Pacific Climate Impacts Consortium will be responsible for developing projections and associated maps.

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

SITUATION/OVERVIEW

In 2014-2015, the *Fraser Valley Adaptation Strategies* planning process brought together the Fraser Valley's agricultural producers and local and provincial government partners to evaluate climate change impacts on local agricultural production, and to develop strategies and actions to address the associated challenges. A collaborative process to implement priority actions has been underway since the spring of 2015. This project will assist with delivering actions in the *Fraser Valley Adaptation Strategies*: to “develop a coordinated cross-agency approach to agricultural ditch and drainage management” and to “identify, pilot & evaluate mechanisms to reduce run onto & off agricultural lands”.

Climate change is anticipated to result in an overall increase in annual precipitation with much of this falling as rain (and less as snow) during the winter, spring and autumn. Rain will also be concentrated in more frequent and intense precipitation events, resulting in greater challenges with managing runoff (both onto and off) the predominantly low-lying agricultural land base. Within this context, there is a need to integrate climate change considerations into decisions regarding regional and municipal drainage management, and agricultural drainage standards and practices.

The *Enhanced Collaboration for Drainage & Ditch Management* project, completed in spring of 2017, identified a number of areas for further consideration and action. One of the most significant gaps identified was around planning for drainage systems that are adapted for a

changing climate. The study notes that: “In many areas, the drainage system capacity has not been assessed for future climate scenarios. Therefore, regulatory and funding requirements to address climate change impacts are not well understood.”

Another important consideration is how climate change might impact the agricultural drainage criteria (ARDSA) which were developed in 1977 and do not reflect more recent understanding of how precipitation patterns are shifting. An evaluation of ARDSA – in the context of climate change – is a necessary step in determining potential impacts on agricultural drainage in the Fraser Valley.

Planning and managing for the potential changes in frequency and intensity of extreme precipitation is a challenge facing many jurisdictions. While the Fraser Valley will require its own locally suitable approaches, examples of innovative upland runoff and lowland drainage may help to inform “climate adaptive drainage.” A range of adaptations are likely to be needed – some relating to broader drainage infrastructure, some to upland management and some to farm-level management.

Addressing these issues is a substantial task that will involve considerable expertise, investment and effort. This project proposes to take initial steps by utilizing more specific and detailed indices for projected precipitation changes and supporting a dialogue between key agencies and individuals about how these changes impact planning, decision making, research and farm-level management.

This project will bring new information, including precipitation projections being developed through the Pacific Climate Impacts Consortium (PCIC), into a working session (forum) to discuss both the challenges and possible approaches for adapting for future conditions. The materials developed through the project – background scan, projections and final report – will inform next steps to strengthen adaptation efforts around drainage and runoff management.

PART 1: Precipitation Projections and Background Scan

The *Enhanced Collaboration for Drainage & Ditch Management* project provided a high level assessment of how some Fraser Valley local governments are addressing drainage issues and why they may not have integrated climate change considerations into drainage planning. The main barriers identified were lack of confidence in the projections data and lack of funding/support for necessary upgrades.

Two separate tasks will be undertaken to address these barriers – the development of precipitation indices (projections) and the development of a written scan that will inform local partners and the Forum event. PCIC will develop the necessary precipitation projections and associated maps, and will also be available to assist the successful contractor in interpreting this information and effectively integrating it into the scan, Forum and final report.

A background scan will be required to learn how this type of information is being applied in comparable jurisdictions or contexts. The intention of the scan will be to identify some key

questions for consideration at the Forum, to flag examples of innovative approaches or solutions applied in other jurisdictions that can inform “climate adaptive drainage” in the Fraser Valley and to support (action-oriented) discussion in the Forum.

Part 2: Adaptive Drainage Forum

Local and provincial government agencies, researchers, specialists and industry organizations, will be invited to participate in a working session (Forum). The Forum will focus on providing information through a series of presentations – the climate change data will be shared, along with information about ARDSA and the current approaches to agricultural drainage planning and management in the Fraser Valley. The session will also highlight some examples of innovative approaches to set the stage for the afternoon.

The afternoon will provide small group discussions, enabling participants to break into working group sessions and to discuss focused questions of interest – these groups will enable participants to meet with others interested in similar challenges or questions and to provide feedback about information gaps, resource needs and key near-term actions.

Following this session, a summary will be produced that shares the projections and considerations regarding drainage standards and practices, as well as results of the scan and the outcomes of the Forum.

2.1 Partner priorities

2.1.1 Fraser Valley Agricultural Adaptation Working Group

The Working Group includes representatives from the Fraser Valley Regional District and its member municipalities, the Ministry of Agriculture, the BC Dairy Association, the BC Blueberry Council, the BC Poultry Association and other industry associations with membership in the Fraser Valley. The Working Group participants provide input on the projects as they develop and ensure that projects are designed and delivered in keeping with the [Fraser Valley 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 BC Agriculture and Food Climate Action Initiative

The BC Agriculture and Food Climate Action Initiative develops tools and resources to enhance agriculture’s ability to adapt to climate change. In the spring of 2012, the Initiative completed a climate change risk and opportunity assessment for the BC agriculture sector ([Adaptation Risk & Opportunity Assessment report series](#)). Based on the findings of the Assessment, a series of in-depth regional plans – *Regional Adaptation Strategies* – are now being developed and implemented across BC. This project — “Climate Adaptive Drainage Management Forum” – fulfils a priority actions identified in the *Fraser Valley Adaptation Strategies*.

2.1.3 Government of British Columbia

Consistent with the *Growing Forward 2* agreement with the government of Canada, and the BC Jobs Plan Agri-foods Strategy, the BC Ministry of Agriculture has the objectives of improved adaptive capacity and/or sustainability of the sector, of regions and of commodity groups, along with enhanced economic growth, employment, productivity and competitiveness.

The Government of British Columbia’s climate change adaptation strategy can be accessed at the following link: http://www.livesmartbc.ca/attachments/Adaptation_Strategy.pdf

The strategy has three elements:

1. Build a strong foundation of knowledge (including planning tools and engaging climate science)
2. Make adaptation part of Government’s policies, legislation, regulations and decision-making.
3. Assess risks and implement priority adaptation actions in sectors sensitive to climate change (including agriculture)

2.2 Project Responsibility

The project will be overseen by a project management committee that includes representatives of the BC Blueberry Council, the BC Dairy Association, the BC Poultry Association, the BC Agriculture & Food Climate Action Initiative and the BC Ministry of Agriculture. The project management committee is a committee of the Fraser Valley Agricultural Adaptation Working Group. Final project deliverables will be reviewed by the complete Fraser Valley Agricultural Adaptation Working Group.

General Project responsibilities are delineated in Table 1 below.

Table 1 - Project Responsibilities

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

2.3 Project Scope/Budget

1.3.1 Scope

In Scope:

The scope of the contract includes:

Major project elements (activities)

1. Review of Fraser Valley projections*

- Meet with PCIC, as needed, to review projections, context and explanations
- Work with PCIC, as needed, to ensure effective integration of projections into Forum and summary document

2. Scan of practices, funding opportunities, potential action

- Develop list of key agencies to engage, and sources to review, with input of PMC
- Engage key agencies early on in the project
- Develop scan outline (jurisdictions/examples to include) with input of PMC
- Undertake a scan of how jurisdictions/agencies are integrating climate change projections into drainage and runoff planning and decision-making, with a particular focus on comparable areas (i.e. agricultural or combined urban/residential and agricultural land uses)

3. Forum

- Develop a list of key participants with PMC input
- Develop a session outline, including a proposed speakers list
- Develop any necessary content (e.g. handout/slides) to communicate findings from scan
- Issue targeted invitations for the Forum and follow-up to ensure participation
- Confirm speakers and communicate as needed with speakers to review and/or refine presentations to meet participant needs
- Coordinate all Forum logistics including but not limited to: location, catering, audio/visual requirements, speaker support and coordination
- Develop facilitation plan for plenary and small group discussions (to ensure structured and coordinated approach) – assist with “training” additional small group facilitators

4. Summary

- Develop draft summary to share climate projections information and summarize the findings of the scan

* PCIC will complete a series of climate projection indicators specifically for the Fraser Valley, along with maps to support visual presentation of the information. The projections will include: average precipitation (2050s, 2080s) along with seasonal breakout, maps to indicate geographic distribution of projected precipitation. Other indicators will include: single day maximum precipitation, five-day maximum precipitation, 95th percentile wettest day and 99th percentile wettest day precipitation. Context and explanations for these projections will be provided by PCIC, including a presentation at the Forum to assist participants in understanding the interpreting the information.

- The summary will also document the Forum outcomes and key near-term actions and serve as a guiding document for next steps for interested partners
- Receive input (from PMC) and refine summary as needed

Out of Scope:

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

- Developing climate projections, context and explanations of projections and a presentation about projections at the Forum (to be done via PCIC)
- Distribution of summary document

1.3.2 Budget

The anticipated budget for this Project is \$24,000, **representing a hard cap inclusive of all contractor costs and applicable taxes.**

Note: It is recommended that \$1,500 - \$2,000 of this budget be reserved for Forum costs (e.g. venue, catering etc.)

1.3.3 Timing

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

Table 2 - Project Timing

Deliverable / Milestone	Target Completion Date
Release Request for Proposals	August 30, 2017
Close Request for Proposals	September 20, 2017
Proponent selection	Week of September 25, 2017
Project initiation meeting	First week of October, 2017
Revised work plan (after receipt of Fraser Valley projections)	October 2017
Scan of practices, funding opportunities, potential actions	November 2017
Forum outline	November 2017
Forum	January 2018 (week of Jan. 8 or Jan. 15)
Summary	January 31, 2018

REQUIREMENTS

3.1 Major Deliverables

The *major* deliverables for this Project are:

- Work plan (including refined methodology, project parameters)
- Scan document (draft/final)
- Forum outline/s
- Forum
- Summary report

EVALUATION

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

4.1 Mandatory Criteria

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

- a) One complete electronic proposal, in a Microsoft Office compatible or PDF format, must be received at the closing location.
- b) The proposal must be in English and must be sent by e-mail.
- c) The proposal must be received at the closing location before the specified closing time.
- d) Minimum of 3 years experience conducting similar projects and experience including research, consultation, forum/process design and planning and group facilitation.
- e) Knowledge/experience related to drainage and runoff management, preferably at landscape level or in (agricultural) planning context.
- f) Knowledge/experience related to local government land use planning.
- g) Demonstrated ability to coordinate all aspects of a forum (or similar event) that shares technical information and develops action-oriented outcomes in a diverse and collaborative setting.
- h) Demonstrated understanding of climate change projections and impacts
- i) Proposal must conform to the budget provided in this RFP
- j) Proposal must clearly articulate how the major deliverables of section 4.1 will be met

4.2 Desirable Criteria

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

- a) At least one team member (or project advisor) with direct experience working with Fraser agricultural producers
- b) Professional qualification or training in facilitation, and/or research and/or writing.
- c) Proponent's ability to cost effectively deliver the requirements of the project

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"

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.

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.)

Appendix B Relevant Resources

Enhanced Collaboration for Agricultural Drainage & Ditch Management

<http://www.bcagclimateaction.ca/wp/wp-content/media/FV01-Enhanced-Collaboration-Drainage-Ditch-Report2017.pdf>

Drainage Fact Sheet, Agricultural Drainage Criteria

http://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/agricultural-land-and-environment/water/500-series/535100-2_agric_drainage_criteria.pdf

Climate Adaptive Drainage, Future Water [Netherlands]

<http://www.futurewater.eu/projects/climate-adaptive-drainage/>

Controlled Drainage Benefits Investigated by New OSCIA Partnership [Ontario]

<http://www.ontariosoilcrop.org/blog/2017/01/11/controlled-drainage-benefits-investigated-by-new-oscia-partnership/>

Tile drainage: The ultimate risk management investment

<https://www.fcc-fac.ca/en/ag-knowledge/business-planning/tile-drainage-the-ultimate-risk-management-investment.html>

City of Chilliwack, Policy and Design Criteria Manual for Surface Water Management

http://www.chilliwack.ca/main/attachments/files/658/Surface_Water_Management.pdf

City of Abbotsford, Clayburn Creek Integrated Stormwater Management Plan

[https://www.abbotsford.ca/Assets/old+Abbotsford/Engineering+Department/Clayburn+Creek+ISMP/Clayburn+Creek+ISMP+-+Final+Report+\(May+2012\).pdf](https://www.abbotsford.ca/Assets/old+Abbotsford/Engineering+Department/Clayburn+Creek+ISMP/Clayburn+Creek+ISMP+-+Final+Report+(May+2012).pdf)