

Request for Proposals

Farm-level Flood Mitigation, Preparedness and Recovery Toolkit

Issue date: Dec 14th, 2018

Closing Time: Proposal must be received **before** 4:00 PM Pacific Time on: January 14th, 2019

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: December 14, 2018 and January 10, 2019. 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.

*Foster Richardson
BC Agriculture & Food Climate Action Initiative
32160 S Fraser Way
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:

*Foster Richardson
BC Agriculture & Food Climate Action Initiative
32160 S Fraser Way
Abbotsford, BC V2T 1W5
Email: FraserValley@bcagclimateaction.ca*

PROPOSANTS' MEETING:

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

PROPOSANT SECTION:

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

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

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

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

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

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

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

“Project” means the “Farm-level flood mitigation, preparedness and recovery toolkit” 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 B.C. Agricultural Research & Development Corporation;

“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

1. SUMMARY OF THE REQUIREMENT

The geographic scope of this project is the area within the province of British Columbia, with some materials having a specific focus on the Fraser Valley Regional District. The overall objectives associated with this contract are:

- Confirm priority informational needs for farm-level flood mitigation, preparedness and recovery
- Develop new resources for producers to evaluate their flood risk and mitigate/prepare for flooding events
- Develop new resources to assist producers with advance consideration and planning for effective/efficient flood recovery

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

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. Among the climate impacts of concern identified was the potential for changing freshet flood risk. A project – *Freshet flooding and Fraser Valley agriculture: evaluating impacts and options for resilience* - was undertaken to assess the overall economic impact of freshet flood scenarios in the Fraser Valley, and identify actions that could be undertaken by individual producers, sector groups and other partners to assist the sector with preparedness, mitigation and recovery. Various actions to support farm-level flood readiness were identified in the project, but no next steps have yet been under taken to implement these measures.

In November 2017 a workshop was held to update – and review progress to date on – adaptation priorities and actions (identified during the original planning process). One of the updated actions was the need to “Develop effective mechanisms for supporting producers with farm-level flood preparedness and mitigation planning”. This project is being initiated to accomplish this action.

The potential for flooding off the Fraser River caused by a rapid snowmelt (freshet) is a seasonal threat that could impact almost 30,000 hectares – 42% of the total – of agricultural land in the Fraser Valley¹. Climate change is anticipated to increase the magnitude and frequency of annual peak flows and shift their occurrence earlier in the Spring. Localized flooding is also anticipated to increase in future climate conditions due to an increase in intensity and frequency of extreme precipitation events. Flood risk is also expected to increase in many other areas of the province and recent flooding events in the interior of the province have increased the demand for informational and support resources.

¹ *Freshet flooding and Fraser Valley agriculture: evaluating impacts and options for resilience study final report (2016)*

This project will include a review of existing resources² for farm level flood mitigation, preparedness and recovery and include a process to build on, improve, and increase their accessibility for producers³. The primary project product will be a new/improved resource “toolkit” consisting of a series of fact sheets, and accompanying checklists, to make it easy for producers to focus on specific topics of interest or concern. This will be particularly helpful to ensure that specific production system issues can be addressed (e.g. livestock producers have different flood preparedness considerations from horticulture crop producers). Fact sheets will cover planning and considerations related to flood preparedness, but also considerations related to flood adaptation, mitigation and recovery.

The toolkit will include the development of 1-2 fact sheets that are specific to the Fraser Valley flood context, all others will be relevant to Fraser Valley producers, but will also be broadly applicable to producers across BC. Scope will necessarily be limited by budget so some topics may be identified that can't be addressed within project parameters. There are also likely to be issues and concerns that individual producers can't address; these issues will be documented for information and further future efforts.

Following the resource development process, the *draft* toolkit will be shared with a small selection of producers in the Fraser Valley and other flood prone areas of BC. Feedback will be integrated, with the goal of creating a province-wide resource to assist producers with assessing their individual flood risk and identifying suitable strategies for reducing potential impacts and costs associated with flooding. Feedback will also be gathered on any gaps or concerns producers might have (e.g. recovery resources) to ensure these issues are documented and shared with project partners.

2.1 Partner priorities

2.1.1 Fraser Valley Agricultural Adaptation Working Group

The Working Group includes representatives from the BC Dairy Association, BC Poultry Association, BC Blueberry Council, Fraser Valley Regional District and its member municipalities and the BC Ministry of Agriculture. 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](#) and the [Fraser Valley Adaptation Strategies Update](#). Participants also bring their organizational knowledge and perspectives and help to ensure that projects are coordinated with other local activities.

2.1.1.1 B.C. Agricultural Research & Development Corporation (ARDCorp)

ARDCorp is a whole owned subsidiary of the BC Agriculture Council which delivers farmer focused programs. Working with the Provincial Government and other funding partners, ARDCorp delivers

² Existing resources include the unpublished *Guidebook for Agricultural Flood Preparedness and Mitigation Planning in Delta*, as well as provincial/commodity emergency preparedness binders.

³ The review process will also include review of the recently completed *Wildfire Preparedness and Mitigation Guide/Workbook* with the intent of ensuring the resources cross reference one another and consideration is given to the relationship between risks. This may also require small updates/revisions to the wildfire materials (which will be outside of the scope of the project)

effective and affordable programs and services that advance both the individual producer and entire agriculture sector while benefiting local communities.

2.1.3 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 — “Farm-level flood mitigation, preparedness and recovery toolkit” – fulfils a priority action identified in the Fraser Valley Adaptation Strategies and in the Fraser Valley Adaptation Strategies Update.

2.1.4 Government of British Columbia

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

Grow BC, Feed BC, Buy BC is a three-pillared strategy to support B.C.’s agriculture, seafood, and food processing sectors, enhance rural economic development, encourage consumption of B.C. products, and develop strategic initiatives to advance the sector and ensure resilience. The Ministry’s 2018/19 Service Plan has an objective to support climate change adaptation by the sector, and a related performance measure to track progress over time.

The B.C. government has accepted the recommendations of the February 2018 report of the Auditor General, *Managing Climate Change Risks: An Independent Audit*. The report identified the need for further action to deal with wildfire risk. The B.C. government is also considering the recommendations in the report by George Abbott and Maureen Chapman, *Addressing the New Normal: 21st Century Disaster Management in British Columbia*. The report was an independent review of B.C.’s unprecedented 2017 flood and wildfire season.

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

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

2.2 Project Responsibility

The project will be overseen by a project oversight committee that includes representatives from the BC Dairy Association, BC Poultry Association, BC Blueberry Council, Fraser Valley Regional District and its member municipalities and the BC Ministry of Agriculture. The project oversight 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 Oversight Committee	<ul style="list-style-type: none"> • Providing overall project direction • Providing input during development of all project deliverables and certain interim deliverables • Sharing deliverables with partner organizations • Communicating project findings
Fraser Valley Agricultural Adaptation Working Group	<ul style="list-style-type: none"> • Providing overall project oversight • Communicating with respective organizations • Reviewing final project deliverables
Contractor	<ul style="list-style-type: none"> • Refining work plan and project parameters • Periodically (at agreed upon times) updating and receiving feedback from the project oversight committee • Completing all project activities (as outlined below) • Submitting all project deliverables (as outlined below) in draft and final form

2.3 Project Scope/Budget

2.3.1 Scope

In Scope:

The scope of the contract includes:

Major project elements (activities)

Review existing flood mitigation, preparedness and recovery resources for agriculture

- Review materials previously developed for flood preparedness, including previous CAI pilot project document (for Delta), local government materials, commodity specific binders (Ministry of Agriculture) and Environmental Farm Plan and Agriculture Best Management Practices resources
- Conduct a small set (6-8 total) of targeted interviews with agricultural producers/specialists in the Fraser Valley and the BC interior to identify key topics of concern (and preferred structure/approach for resources)
- Review wildfire Guide/Workbook to identify areas of overlap and relationship
- Review and identify relevant resources from other jurisdictions and determine transferability
- Develop a brief summary document outlining existing resources (and extent to which resources can be drawn up for possible topic areas)

Define topic areas and develop fact sheet content and accompanying action checklists

- Identify priority topics for fact sheet series considering feedback from the interviews in the previous element, a desire to produce a diverse set of materials, and the need to provide Fraser Valley specific resource. Fact sheet topics *could* include:
 - Flood readiness
 - Understanding flood vulnerability (and climate change)
 - Fraser Valley specific flood type/risks and warning systems
 - Identifying your farm/ranch risks
 - Reducing your farm/ranch risks
 - Flooding mitigation/adaptation considerations
 - Riparian health and buffers
 - Improving soil infiltration
 - Improving built surface infiltration
 - Flood resilient farm infrastructure
 - Containing potential contaminants
 - Flood recovery
 - Immediately after the flood (re-entry and safety)
 - Planning for essential services/business continuity
 - Managing flood damaged crops (sub-topics: berries, vegetables, forage etc.)
 - Managing livestock after flooding
 - Flooding and organic production
- Develop a user-friendly format and a structure/approach for accompanying fact sheets
- Draft fact sheet/checklist content and submit to select experts and project oversight committee for review
- Finalize content
- Graphic design/layout for completed fact sheets

Focus groups and feedback integration

- Develop focus group plan and structure (e.g. locations, participation targets, process for soliciting input) and confirm with the project oversight committee
- Conduct outreach to recruit focus group participants
- Host 3-4 focus groups, ensure there is diversity in:
 - Agricultural industries represented
 - Types of flood risk
 - Geographic location
- Summarize focus group results/input
- Integrate any feedback received – adjust fact sheet/checklist resources as needed

Out of Scope:

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

- Communication of results beyond the Fraser Valley industry groups and Fraser Valley Agricultural Adaptation Working Group
- Implementation of any next steps and recommendations associated with findings

2.3.2 Budget

The anticipated budget for this Project is \$77,500, **representing a hard cap inclusive of all contractor costs and applicable taxes.**

2.3.3 Timing

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

Table 2 - Project Timing

Deliverable / Milestone	Target Completion Date
Release Request for Proposals	December 14 th , 2018
Close Request for Proposals	January 14 th , 2019
Proponent selection	Week of January 14 th , 2019
Project initiation meeting	Week of January 21 st or 28 th 2019
Project Work Plan	February 8 th , 2019
Review and summary of existing resources	March 31 st , 2019
Define topic areas for toolkit	April 30 th , 2019
Draft toolkit materials	September 30 th , 2019
Focus groups and feedback integration	November 30 th , 2019
Final toolkit materials and additional issues summary	February 28 th , 2020

3. REQUIREMENTS

3.1 Major Deliverables

The *major* deliverables for this Project are:

- Project work plan
- Review/consultation summary
- Focus groups
- Draft and final toolkit materials
- Summary of additional issues

4. EVALUATION

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

4.1 Mandatory Criteria

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

- a) One complete electronic proposal, in a Microsoft Office compatible or PDF format, must be received at the closing location.
- b) The proposal must be in English and must be sent by e-mail.
- c) The proposal must be received at the closing location before the specified closing time.
- d) Minimum of 3 years of experience conducting similar projects and experience including background scans, research, consultation, and resource material development
- e) Minimum of 3 years of direct experience with extreme events and/or emergency preparedness, planning and mitigation issues with preference for experience related to flooding and agriculture
- f) At least one team member with direct experience working with the Fraser Valley region agriculture sector
- g) Proposal must conform to the budget provided in this RFP
- h) Proposal must clearly articulate how the major deliverables of section 3.1 will be met
- i) Demonstrated understanding of climate change projections and impacts

4.2 Desirable Criteria

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

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

5. PROPOSAL FORMAT

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

- a) The proposal should be a maximum of 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, 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.)