

Request for Proposals

Fuel Management Pilot Business Case for High-Risk Agricultural Interface Areas Project

Nechako Valley Cattlemen's Association

Issue date: Tuesday November 12th, 2019

Closing Time: Proposal must be received **before** 5:00 PM Pacific Time on: December 3rd, 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 November 13th and December 2nd, 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.

Nechako Valley Cattlemen's Association
cariboo@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:

Email: cariboo@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.

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):

Table of Contents

- A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS 3**
- 1. SUMMARY OF THE REQUIREMENT 5**
- 2. SITUATION/OVERVIEW 5**
- 3. REQUIREMENTS..... 10**
- 4. EVALUATION..... 11**
- 5. PROPOSAL FORMAT 12**
- 6. PROPONENT RESPONSE..... 12**
- APPENDIX A CONTRACT FORM 13**

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 *Fuel Management Business Case for High-Risk Agricultural Interface Areas* 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 Nechako Valley Cattlemen’s Association.

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 overall objectives associated with this project are to:

- Determine the most economical and adaptive approaches to fuel management for the high-risk agricultural and wildland interface across the 3 regions.
- Develop and complete a process for selecting, initiating and planning collaborative fuel management pilot projects.
- Complete the planning for 2-3 viable fuel management pilot projects.

The contractor will receive input from the Project Oversight Committee at key project milestones and will engage with key stakeholders throughout the project.

2. SITUATION/OVERVIEW

Many agricultural operations in the Cariboo, Bulkley-Nechako and Fraser-Fort George regions are bordered, or surrounded, by land with high wildfire risk; a risk that is increasing in a changing climate. These operations are generally located outside the Wildland Urban Interface, in areas with low population density, with minimal opportunity for fuel management support from existing government programs. Even when producers have reduced the fuel risk on their ranch and private land, there can be significant risk posed by adjacent Crown and/or forested lands. Although there are currently barriers (policy and economic) to producers undertaking fuel management in these areas, possible solutions have been identified that could be implemented through partnerships between producers, government agencies, First Nations and/or timber licensees.

This project will begin by summarizing the extent of agricultural/wildland interface risk across the three regions. A map may be provided to streamline this step. This process may involve referring to existing literature and planning documents, use of rudimentary GIS and simple mapping¹ and/or consultation with regional experts about a completed map. The risk assessment is intended to assist in identifying the suitable locations for possible fuel management pilots.

Following the high-level risk summary, the project will evaluate the challenges and opportunities associated with a broad range of potential fuel management options (see section 2.3.1 Scope). Findings from a report completed for the Cariboo region on [Opportunities and Barriers to Wildfire Risk Mitigation](#) should be considered, as well as local experience and recent silvopasture demonstration and research. The evaluation will help to identify a subset of three fuel management options likely to be most effective and applicable. These three options will then be further analysed to deepen understanding of their associated costs, benefits,

¹ Ministry of Agriculture will support this activity. This could be simply obtaining existing maps or existing GIS layers and comparing existing wildfire risk mapping for the regions with existing maps of ALR land, or locations of farms/ranches (from BC Assessment).

economics, scalability and efficiency. In addition to evaluating the potential for the fuel management options to mitigate current risk, their longer-term climate resiliency (in light of future climate projections) will also be assessed.

As a final step, the project will include the development activities required to lay the groundwork for subsequent implementation of two to three fuel management pilots. This will include up to one site per regional district, with the goal to stratify sites by ecosystem². Pilot development will include plans for future on-going maintenance of the demonstrations to ensure their longevity.³ This will ensure that at the end of the project, it is possible to proceed relatively seamlessly with pilot projects.

Related Work and Implementation Considerations

- The BC Cattlemen’s Association (BCCA) has a series of pilot projects underway to reduce fine fuels through targeted grazing in high-risk areas.
- There may be an opportunity to synergies with BCCA project (e.g., learning from the methodology developed and linking with existing advisory body/ partnerships).
- Community forests often abut agricultural land, may have interest in this type of pilot and have capacity to partner in delivery.
- Unique fuel management treatments could be piloted at each pilot site, or the same treatment could be piloted at each site for comparison.
- Multiple steps of management may be combined, for example fuel thinning combined with subsequent grazing.
- The scale of treatment required to be effective will largely determine the cost of each pilot treatment. This project will determine an appropriate budget for piloting.
- The identification of sites, partners, and pilots plans/prescriptions completed through this project is required in order to pursue subsequent funding for the pilot initiation.

2.1 Partner priorities

2.1.1 Cariboo and Bulkley-Nechako/Fraser-Fort George Agricultural Adaptation Working Groups
These Working Groups include representatives from the three Regional Districts, the BC Ministry of Agriculture, and numerous Cattlemen’s Associations, Farmer’s Institutes and other producer organizations (a full list of Working Group members will be provided to the successful proponent). The Working Group participants provide input on the projects as they develop and ensure that projects are designed and delivered in keeping with the [Cariboo Adaptation Strategies \(2014\)](#), [Bulkley-Nechako & Fraser-Fort George Adaptation Strategies \(2019\)](#) and [Cariboo Adaptation Strategies Update \(2018\)](#). Participants also bring their organizational

² For example Interior Douglas Fir in the Cariboo, and Sub Boreal Spruce in the other two regions (possibly the mc and dk subvariants).

³ For example, many existing roads and hydro/other right of ways (which can also serve as fuel breaks) are not adequately maintained to serve a fuel break function and it has been noted that retroactive maintenance is less efficient and less effective than proactive and on-going maintenance.

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* – were developed and implemented across BC. This project — “Fuel Management Pilot Business Case for High-Risk Agricultural Interface Areas” – fulfils priority actions identified in both the Cariboo Strategies and in the Bulkley-Nechako & Fraser-Fort George (BNFFG) Strategies and also builds on a previous project completed in the Cariboo region ([Wildfire Preparedness and Mitigation Planning and Resources](#)).

2.1.3 Government of British Columbia

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

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

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

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

https://www2.gov.bc.ca/assets/gov/environment/climatechange/adaptation/adaptation_strategy.pdf

2.2 Project Responsibility

The project will be overseen by a Project Oversight Committee that includes representatives of Cariboo-based and BNFFG-based agricultural organizations, the BC Agriculture & Food Climate Action Initiative, the BC Ministry of Agriculture and the BC Ministry of Forests, Lands, Natural Resource Operations and Rural Development and the Regional Districts. Final project deliverables will also be reviewed by the Regional Agricultural Adaptation Working Groups.

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 • Sharing deliverables with partner organizations • Reviewing final project deliverables • Communicating project findings
Cariboo and BNFFG Agricultural Adaptation Working Groups	<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 developing a timeline for activities • Communicating with the project manager at regular intervals • At agreed upon times, updating and receiving feedback from the Project Oversight Committee • Engaging with stakeholders as needed per project work plan • 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:

- All activities required to plan and develop partnerships, site plans, locations and budgets association with 2-3 pilot projects.

Major project elements

- 1) *Work planning, project initiation and high-level risk summary [December 2019-January 2020]*

- Determine the areas of highest wildfire risk that correspond with a high density of agricultural operations (achieved through referring to a map that will be provided, or done through GIS/mapping utilizing existing sources and/or qualitative analysis).
- Identify and contact key potential partners, collaborators and existing initiatives with points of intersection to introduce the project and gather information. An initial potential partners contact list will be provided to the successful proponent.

2) *Establishing partnerships and initial fuel management practices evaluation*
 [December 2019 -February 2020]

- Communicate with partners and collaborators to discuss options for management of forest fuels near agricultural operations.
 - This consultation will assist with identifying options, and will also discuss the options in order to begin to establish priorities.
 - This may be completed through group meetings, individual conversations or a combination of both.
- Identify and evaluate possible challenges and opportunities related to pilot options that might include:
 - utilizing chipped/shredded fuels for bedding or as bale grazing pods
 - linkages to biofuel tenures and biofuel industry
 - linkages to agroforestry (e.g. silvopasture)
 - the possibility for direct communication channels between agriculture producers and timber licensees
 - the role of the timber appraisal system in identifying possible opportunities such as removal of non-merchantable fuels
 - facilitating ecosystem shift to grass
 - the process for supporting/enabling prescribed burns
 - fuel management strategies that allow for incremental crop production or soil amendments
- Share these results with the project oversight committee and other experts (as needed) to determine the top three fuel management pilot options.

3) *Business case and pilot definition*
 [February 2020-March 2020]

- Assess the costs, benefits, challenges, scalability, opportunities and climate change resiliency of a subset (3) of the above options (including potential cost-recovery of timber removed).
- Use the results of (above) evaluation to determine the scope and focus of one or more small-scale (ranch, site, or small range unit level) pilot projects.
- Explore and establish research partnerships with research institutions to document and assess the effectiveness of the pilot site treatments.

Out of Scope:

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

- This pilot project takes place within the boundaries of the Cariboo Regional District, the Bulkley-Nechako Regional District, and the Regional District of Fraser-Fort George and does not reach beyond these borders.
- Implementation of the pilot fuel management treatments is beyond scope and is intended to be part of a future project.
- Establishing research study design and parameters are out of scope for this project, but could be a parallel project undertaken by a partner research institution or research lead.

2.3.2 Budget

The budget available for this Project is \$27,300 with a hard cap inclusive of all contractor fees (including applicable taxes) and contractor travel expenses and applicable taxes.

2.3.3 Timing

Timing for major milestones for the project is provided in Table 2 below. Timelines for most deliverables can be determined in proposal and work planning stages but the project **must be completed by mid-April 2020**.

Table 2 - Project Timing

Milestones and/or Deliverables	Target Completion Date
Release Request for Proposals	November 13, 2019
Close RFP	December 3, 2019
Proponent selection	Week of December 9, 2019
Project initiation /work plan meeting	Week of December 16, 2019
Revised work plan	Before winter holidays
Agricultural interface risk summary	End-January 2020
Confirmation of partners	End-January 2020
Shortlist of prioritized management practices	End-February 2020
Completion of partner meetings/consultation	End of February 2020
Fuel management evaluation/business case	End of March 2020
Draft Pilot plan and draft report	Mid-April 2020
Final Pilot plan and final report	End-April 2020

REQUIREMENTS

3.1 Major Deliverables

The major deliverables for this Project are:

- Agricultural interface risk summary
- Fuel management evaluation/business case
- Evaluation/short-list of practices for pilot
- Pilot plan business case
- Final report

4. 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 PDF format, must be received by email
- b) The proposal must be in English
- c) The proposal must be received by email before the specified closing time
- d) Minimum of 3 years experience with wildfire issues, including knowledge/experience related to fuel management and reduction of fuels as a mitigation measure within BC
- e) At least one team member with agriculture sector experience
- f) At least one team member with experience in multi-stakeholder resources management processes (e.g. project design, program development, multi-stakeholder roundtables, multi-stakeholder negotiations etc.)
- g) Formal training and/or education – preference for a team with a combination of professional qualifications in forestry, resource management, agriculture or another relevant field
- h) Proposal must conform to the budget provided in this RFP
- i) Proposal must clearly articulate how the major deliverables of section 3.1 will be met

4.2 Desirable Criteria

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

- a) Knowledge/experience related to climate change and agricultural adaptation
- b) Proponent's ability to cost-effectively deliver the requirements of the project
- c) At least one team member (or project advisor) with direct experience working with agricultural producers and other partners in the Cariboo region, Bulkley-Nechako region and/or the Fraser-Fort George region

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 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"

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 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.)