

# Request for Proposals

**Project:** Options to expand availability of weather station data and decision support tools

**Location:** Kootenay and Boundary

**Issue Date:** November 15<sup>th</sup>, 2019

**Closing Time:** Proposal must be received **before** 4:00 PM Pacific Time on December 5<sup>th</sup>, 2019

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**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 18<sup>th</sup> and December 3<sup>rd</sup>, 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.

Regional District of Kootenay and Boundary

#202 - 843 Rossland Avenue

Trail, BC. V1R 4S8

*Email:* KootenayBoundary@bcagclimateaction.ca

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## 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:* KootenayBoundary@bcagclimateaction.ca

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## PROPOSANTS' MEETING:

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

## PROPOSANT SECTION:

**ALL PROPOSALS MUST BE EMAILED.** All parts of the Proponent Section (below) must be completed with a name in the signature field, as the originating email address will be used for confirmation of origin. The rest of this page must be otherwise unaltered and submitted as part of your proposal. **The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.**

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

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## A. Definitions and Administrative Requirements

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### 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 *Options to expand availability of weather station data and decision support tools* 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 Regional District of Kootenay and Boundary.

### 2. Terms and Conditions

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

### 3. Additional Information Regarding the Request for Proposals

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

### 4. Late Proposals

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

### 5. Eligibility

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

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

### 6. Evaluation

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

### 7. Negotiation Delay

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

### 8. Debriefing

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

### 9. Alternative Solutions

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

### 10. Changes to Proposals

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

### 11. Proponents’ Expenses

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

### 12. Limitation of Damages

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

### 13. Proposal Validity

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

### 14. Firm Pricing

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

## **15. Currency and Taxes**

Prices quoted are to be:

in Canadian dollars;

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

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

## **16. Completeness of Proposal**

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

## **17. Sub-Contracting**

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

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

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

## **18. Acceptance of Proposals**

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

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

## **19. Definition of Contract**

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

## **20. Contract**

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

## **21. Liability for Errors**

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

## **22. Modification of Terms**

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

## **23. Ownership of Proposals**

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

## **24. Use of Request for Proposals**

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

## **25. No Lobbying**

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

## **26. Collection and Use of Personal Information**

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

## B. Objectives and Overview

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### 1. Project Objectives

The objectives associated with this project are to:

- Assess the availability and quality of weather data available to agricultural producers in the Kootenay and Boundary region
- Identify and assess options to enhance the current weather network and improve weather station data availability and weather forecasting ability
- To document/assess which decision support tools would be suitable for the region and the costs to adapt these tools for the region

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

### 2. Project Overview

In 2018/19, the Kootenay and Boundary Adaptation Strategies planning process brought together the region's agricultural producers and local and provincial government partners to evaluate climate change impacts on local agricultural production, and to develop strategies and actions to address the associated challenges. This is the first in a series of projects that will be implemented to accomplish various elements of the *Kootenay and Boundary Adaptation Strategies*<sup>1</sup>. This project addresses the Impact Area of *Increasing Variability* and specifically, Strategy 3.1 (page 30 of the Adaptation Strategies).

Many producers in the Kootenay and Boundary region lack access to real-time weather data (such as growing degree day accumulation, maximum and minimum daily temperatures) that is relevant to the location of their farm/ranch operation.

Data from 17 weather stations (across the nearly 60,000 square km region) are currently accessible to producers on the Farmwest.com network.<sup>2</sup> Farmwest.com provides access to historical weather data, 5-day forecasts and agricultural weather-based farm calculators and tools (such as evapotranspiration, pest degree days, corn heat units). However, there remain significant gaps in the geographic coverage of weather stations, which is exacerbated by the microclimatic variability across the region. For example, there are four microclimate zones for tree fruits in Creston alone, and there is only one weather station in Creston. Producers also lack access to reliable weather forecasts, which makes planning farm activities challenging.

Enhancing the coverage of weather stations in the region and improving the availability of weather data will enable farm planning and decision-making that are more responsive to local microclimates and real-time conditions, which is particularly important as the climate changes. Access to more precise weather data will allow producers to better track how variable conditions are affecting their operations year over year (e.g., frequency of late spring frosts and hot summer temperatures).

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<sup>1</sup> The Kootenay and Boundary Adaptation Strategies is available at:

<https://www.bcagclimateaction.ca/wp/wp-content/media/RegionalStrategies-KootenayBoundary.pdf>.

<sup>2</sup> The Kootenay and Boundary region is served by more than 17 weather stations, including stations that are operated by the BC Ministry of Transportation, BC Ministry of Forests Lands, Natural Resources Operations and Rural Development, BC Hydro, municipal governments and more. Many of these weather stations are too far from agricultural land/production to provide applicable data, and the data is not always easily accessible.

Expanding weather station coverage should also improve weather forecast accuracy and reliability in the region.

Improved weather station coverage (and data linked to the Farmwest network) is needed to increase the accuracy of decision support tools on Farmwest.com and could also enable the development of new decision support tools for the region. The BC Decision Aid System ([www.oksir.org/bcdas/](http://www.oksir.org/bcdas/)) is available to tree fruit growers in the Okanagan and has potential to be adapted for tree fruit growers in the Creston area (and possibly Grand Forks). Other tools (available in Canada and the US) may also be adaptable to the region.

A weather network assessment (similar to what is being proposed) completed for the Peace region (<https://www.bcagclimateaction.ca/regional-project/pc02/>) will inform this project's methodology, as will the gap analysis completed for the Okanagan Decision Aid System project. The recently completed Gap Analysis and Overview of Weather Station Data in British Columbia Agricultural Regions ([www.bcacarn.com/weather-station-project/](http://www.bcacarn.com/weather-station-project/)) also provides good baseline information for this project.<sup>3</sup>

The first step of this project will be to assess the methodology and findings from these (and possibly other) reports. After establishing methodology, existing weather data sources will be analyzed for data availability, quality, utility, and overall suitability for agricultural applications and minimum standards (necessary for powering decision support tools). The project will also identify gaps in geographic coverage (for agricultural areas) and the number of stations required to fill these gaps, along with possible priority station locations/possible farmer collaborators. In addition, consideration will be given to how improved station coverage can provide more localized weather forecasting in the region. Weather-based decision support tools will be evaluated for their transferability and applicability to the region, as well as feasibility of adapting the tools, including the BC DAS tool for tree fruit growers.

The gap analysis will include cost projections for both establishing and maintaining new weather stations (and making this data easily accessible to producers), and for developing new decision support tools. Recommendations for station locations will include cost-benefit considerations that will support better decision making relating to where new stations should be installed (e.g. how desirable is it to locate stations in areas where high value agriculture is taking place).

This project will help to inform decisions regarding investments in improvements to the weather network and data availability. The assessment and cost-benefit analysis will assist local stakeholders with weighing options for expanding weather station coverage and improving availability and relevance of weather data and decision tools.

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<sup>3</sup> This project will serve to advance some of the research opportunities identified in the ACARN report (found on page 27) including conducting a detailed gap analyses where highly variable micro-climates exist, and assessing observational network sufficiency for shorter time scales of observation (i.e. a shorter time scale than the monthly time scale utilized for the ACARN project analysis).

## C. Partners and Project Oversight

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### 1. Project Partners

#### 1.1. Kootenay and Boundary Agricultural Adaptation Working Group

The Working Group includes representatives from the three Kootenay and Boundary Regional Districts, the BC Ministry of Agriculture, the Kootenay and Boundary Farm Advisors, the Kootenay Livestock Association, the Windermere District Farmers' Institute, the Kettle River Stockmen's Association, the Kootenay Organic Grower's Society and independent tree fruit producers. The Working Group participants provide input on the projects as they develop, and ensure that projects are designed and delivered in keeping with the *Kootenay and Boundary Adaptation Strategies*. Participants also bring their organizational knowledge and perspectives and help to ensure that projects are coordinated with other local activities.

#### 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 — “Options to Expand Availability of Weather Station Data and Decision Support Tools In Kootenay and Boundary” fulfills priority actions identified in the *Kootenay and Boundary Adaptation Strategies*.

#### 1.3. Government of British Columbia

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

Grow BC, Feed BC, Buy BC is a three-pillared strategy to support B.C.'s agriculture, seafood, and food processing sectors, enhance rural economic development, encourage consumption of B.C. products, and develop strategic initiatives to advance the sector and ensure resilience. The Ministry's 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](https://www2.gov.bc.ca/assets/gov/environment/climate-change/adaptation/adaptation_strategy.pdf)

## 2. Project Oversight and Delineation of Responsibilities

The project will be overseen by a Project Oversight Committee that includes representatives of Kootenay and Boundary based agricultural organizations, regional governments, the BC Agriculture & Food Climate Action Initiative and the BC Ministry of Agriculture. Final project deliverables will be reviewed by the Project Oversight Committee and the Kootenay and Boundary Agricultural Adaptation Working Group. General Project responsibilities are delineated in Table 1 below.

**Table 1 - Project Responsibilities**

Role	Responsibility
Project Oversight Committee	<ul style="list-style-type: none"><li>• Providing overall project direction</li><li>• Providing input during development of all project deliverables</li><li>• Reviewing final project deliverables</li><li>• Communicating project findings</li><li>• Sharing deliverables with partner organizations</li></ul>
Kootenay and Boundary Agricultural Adaptation Working Group	<ul style="list-style-type: none"><li>• Providing overall project oversight</li><li>• Communicating with respective organizations</li><li>• Reviewing final project deliverables</li></ul>
Contractor	<ul style="list-style-type: none"><li>• Refining work plan</li><li>• At agreed upon times, updating and receiving feedback from the Project Oversight Committee</li><li>• Completing all project activities (as outlined below)</li><li>• Submitting all project deliverables (as outlined below) in draft and final form</li></ul>

## D. Project Scope, Project Activities and Budget

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### 1. In Scope/Project Activities

The scope of the contract includes:

- Expenses associated with undertaking all project activities including any required travel to the region
- Project elements/activities detailed below

### Key Project Activities

#### ***Project scoping, background research and kick-off meeting***

- Identify key contacts/resources for consultation during project and provide a list of reference documents and key contacts to Project Oversight Committee.
- Meet with Project Oversight Committee and confirm project scope/activities/workplan.

- Review relevant research and background documents from Kootenay and Boundary region, and from across the province.
- Consult with Farmwest.com about networking requirements and (if needed) conduct preliminary assessment on other options for linking stations to a network.
- Assess how enhanced weather station coverage may be used to improve weather forecasting capabilities for the region and identify any additional requirements.
- Undertake preliminary assessment of which agricultural Decision Support Tools may be relevant/transferable to agricultural production in the region and identify the types of data required to “power” these tools. (such as the BC Decision Aid System for Tree Fruit Growers <https://www.oksir.org/bcdas/>).
- Develop research methodology/criteria for analysis of weather network gaps and methods for cost-benefit analysis for decision support tool analysis.
- Present methodology to Project Oversight Committee for sign-off.

#### ***Weather network assessment***

- Conduct analysis of existing weather data and identify gaps in coverage (based on methodology). Identify where new stations would need to be located to fill coverage gaps and provide rationale for station location recommendations.
- Complete the scan for relevant weather-related decision support tools and assess the applicability, feasibility and benefits/costs to adapt for the Kootenay and Boundary region.
- Make recommendations for locations of new stations, for station data collection requirements (to power decision support tools) and for option(s) to link new weather stations into network (such as through FarmWest.com).
- Prepare a detailed final report.
- Prepare a summary of findings tailored to agricultural producers.

## **2. Out of Scope**

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

- Communication of results beyond the Project Oversight Committee and the Kootenay & Boundary Agricultural Adaptation Working Group
- Implementation of any next steps and recommendations associated with findings

## **3. Budget**

The budget for this project is **\$29,500** representing a hard cap inclusive of **all** contractor costs and applicable taxes.

## **4. Project Timing**

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

**Table 2 - Project Timing**

<b>Milestones and/or Deliverables</b>	<b>Target Completion Date</b>
Release Request for Proposals	November 15, 2019
Close RFP	December 5, 2019
Proponent selection	December 11, 12 or 13, 2019
Document review/preliminary research	Mid-December 2019 to mid-January 2020
Meeting with Project Oversight Committee	Second or third week of January 2020
Finalization of methodology	Last week of January 2020 (or earlier)
Weather Network Assessment	February/early March 2020
Preliminary Results to Project Oversight Committee	March 2020
Final Report	Mid-April 2020
Summary Report for Producers	Mid-April 2020

## **6. Project Deliverables**

The major deliverables for this Project are:

- Interview and background research list
- Methodology for assessing weather network gaps and conducting cost-benefit analysis of Decision Support Tools for region
- Final report
- At-a-glance summary of findings for agricultural producers

## **E. Proposal Evaluation**

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

### **1. Mandatory Criteria**

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

- a) One complete electronic proposal, in a 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 including assessment of weather data and weather data networks and/or weather data application in agricultural contexts and decision-making

- e) Formal training and/or education – preference for a team with a combination of professional qualifications in meteorology/ climatology, weather data sharing and networking, and using weather data for agricultural decision-making (e.g. agricultural decision support tools)
- f) At least one team member (or project advisor) with direct experience working with the agricultural sector (e.g. agrologist)
- g) Training in, and ability to use Geographic Information Systems (GIS)
- h) At least one team member with extensive experience conducting cost-benefit analysis
- i) Proposal must conform to the budget provided in this RFP
- j) Proposal must clearly articulate how the major deliverables of section D will be met

## 2. Desirable Criteria

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

- a) Knowledge/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 knowledge of agriculture in the Kootenay and Boundary regions.

## 3. Proposal Format

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

- a) The proposal should be a maximum of 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”

## 4. Proponent Response

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

- a) Describe in detail your company’s past experience delivering comparable materials (and provide links to any available samples/examples).
- b) Provide CV/biography including relevant education, experience and professional credentials for personnel likely to participate in the project. Also clearly identify which personnel will be undertaking each element of the project.
- c) Provide a project budget showing: anticipated work hours, billing rates and total project costs inclusive of taxes. The budget description should also break out budget details by deliverable.
- d) Provide a high level/preliminary draft work plan describing how the project will be accomplished (including timeline). Include methodology for development the Assessment portion of the project. Note any constraints that may impact your ability to execute the project in a manner consistent with the timing outlined in this RFP.

## F. Contract Form

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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.)