

Request for Proposals

Project: Tools and resources for on-farm water conservation

Location: Kootenay and Boundary

Issue Date: November 26th, 2019, REVISED December 9th, 2019

Closing Time: Proposal must be received **before** 3:00 PM Pacific Time on January 2nd, 2020

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 9th and December 30th 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.

Kootenay Livestock Association

Email: KootenayBoundary@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: KootenayBoundary@bcagclimateaction.ca

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>

Table of Contents

A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS	3
B. OBJECTIVES AND OVERVIEW	5
1. Project Objectives	5
2. Project Overview	5
C. PARTNERS AND PROJECT OVERSIGHT.....	6
1. Project Partners	6
2. Project Oversight and Delineation of Responsibilities	7
D. PROJECT SCOPE, PROJECT ACTIVITIES AND BUDGET	8
1. In Scope/Project Activities	8
2. Out of Scope	10
3. Budget	10
4. Project Timing	10
6. Project Deliverables	11
E. PROPOSAL EVALUATION	11
1. Mandatory Criteria.....	11
2. Desirable Criteria	12
3. Proposal Format	12
4. Proponent Response.....	12
F. 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 *Tools and resources for on-farm water conservation* 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 Kootenay Livestock 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. Objectives and Overview

1. Project Objectives

The objectives associated with this project are to:

- To improve the quality and availability of water-management/irrigation efficiency resources available to producers
- To support producers in improving their irrigation efficiency through a suite of knowledge transfer tools that can be accessed through multiple mediums and channels
- To conduct on-farm research to fill knowledge/data gaps relating to benefits of on farm water management practices and share this information with producers

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*¹. This project addresses the Impact Area of *Warmer and Drier Summer Conditions* and specifically, Strategy 1.1.

While the amount of irrigated farmland in the Kootenay and Boundary region varies by geography (highest in Central Kootenay, lower in East Kootenay and lowest in Boundary), many producers of high value crops rely on irrigation to maintain productivity and address moisture deficits through the growing season. As summer temperatures increase and summers become drier, improving water management practices and irrigation efficiency on farms will help to preserve water resources to ensure that water is consistently available when needed.

The *Kootenay and Boundary Adaptation Strategies*, and follow-up discussions with local producers and specialists, have identified the need to strengthen informational supports for producers who wish to improve and optimize their irrigation systems. While ideally more farms would complete detailed irrigation assessments, these are costly and it can be difficult to access the expertise. However, there are relatively simple tests that producers can undertake on their farms to evaluate their own irrigation systems (such as a test to measure whether drip irrigation lines are distributing water evenly). Improving the capacity of producers to assess their own systems is a low-cost solution.

This project will develop a series of resources to support producers in optimizing irrigation and conserving water on their farms. A background scan and interviews will be conducted to identify and inventory the availability and accessibility of current information, and also to identify gaps in available resources. This scan will also identify barriers to implementation of new practices/technologies and will identify where opportunities exist to gather new data through on-

¹ The Kootenay and Boundary Adaptation Strategies is available at:
<https://www.bcagclimateaction.ca/wp/wp-content/media/RegionalStrategies-KootenayBoundary.pdf>.

farm research. Based on the scan, a shortlist of water-management topics will be created and two sets of resources will be developed.

The first set of resources will focus on transferring existing irrigation efficiency and (possibly) soil-moisture preservation knowledge resources and tools (i.e. resources that already exist and no additional research/data collection required). This could include development of new resources such as fact-sheets and short videos. Subject matter could (for example) outline how to conduct simple irrigation efficiency tests and/or how to use existing tools such as the Irrigation Scheduling Calculator. Resource development should draw on existing expert knowledge (e.g. Environmental Farm Plan advisors, certified irrigation installers, BC Ministry of Agriculture staff).

The second set of resources will evolve out of demonstration activities that will be established with local producers. The demonstration/s will collect (and share) farm-level data to quantify the costs and benefits of certain farm-water management practices and/or irrigation improvements. Demonstration of decision-making rationale and showcasing implementation of irrigation practices on working farms will ground the project's knowledge transfer in a local production context, providing an effective mechanism for sharing information with producers.

C. Partners and Project Oversight

1. Project Partners

1.1. Kootenay and Boundary Farm Advisors

The Kootenay and Boundary Farm Advisors (KBFA) provide producers with free, technical production support and information from a network of specialized resources, including independent consultants and academics. KBFA supports producers to improve agricultural production and efficiency by helping find solutions to farm-specific production issues, coordinating educational events and connecting producers to information.

KBFA will work closely with the contractor during the background research phase (to help connect the contractor with local producers and to provide local expertise). KBFA will also play a central role in the knowledge transfer activities relating to sharing new resources with producers. KBFA has a separate budget, outside of the budget of this RFP, to undertake knowledge transfer activities and will work closely with the contractor to develop a knowledge transfer strategy that KBFA will execute.

1.2. 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.

1.3. 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 — “Tools and resources for on-farm water conservation In Kootenay and Boundary” fulfils priority actions identified in the *Kootenay and Boundary Adaptation Strategies*.

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. 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">• Providing overall project direction• Providing input during development of all project deliverables• Reviewing final project deliverables• Communicating project findings

Role	Responsibility
	<ul style="list-style-type: none"> Sharing deliverables with partner organizations
Kootenay and Boundary Agricultural Adaptation Working Group	<ul style="list-style-type: none"> Providing overall project oversight Communicating with respective organizations Reviewing final project deliverables
Kootenay and Boundary Farm Advisors	<ul style="list-style-type: none"> Providing contractor with information on producer concerns/challenges relating to water management and linking contractor with producers in region Supporting the development of the on-farm demonstration and data collection component of this project Working with the contractor to develop a knowledge transfer strategy Executing knowledge transfer activities (such as field days, workshops, etc.)
Contractor	<ul style="list-style-type: none"> Refining work plan 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

D. Project Scope, Project Activities and Budget

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 (aside from items specifically identified as responsibility of KBFA)
- Project elements/activities detailed below

Key Project Activities

Project scoping and background research

January 2020 – February 2020

- Undertake scan to document resources available for farm water-management practices/irrigation efficiency, identify resources gaps and develop themes around which to create new resources
- Consult with Project Oversight Committee, local experts and others to create shortlist of water-management practices to be addressed

- Working in collaboration with the Kootenay and Boundary Farm Advisors:
 - o identify opportunities and themes for on-farm demonstration and data collection component of project;
 - o identify preferred methods of knowledge transfer; and
 - o create a knowledge transfer strategy to deliver/share resources.
- Create a brief research summary and detailed workplan

Develop and deliver/share resources on irrigation management and (possibly) soil moisture preservation practices

February 2020 – November 2021 (3-6 new resources plus knowledge transfer)*

- Develop a series of accessible resources (using existing knowledge/information, and through consultations with experts) on topics identified above
- Support Kootenay and Boundary Farm Advisors in sharing resources with producers (as outlined in knowledge transfer strategy)
- Evaluate uptake of resources/outreach for Project Summary (e.g. number of resources distributed, qualitative feedback from producers)

**Note: The quantity of knowledge transfer resources created through this project will depend on the complexity/cost of the resource. Number and type of resources may be finalized after the background research phase above. Ideally, a few resources will be developed and shared in year one, and any remaining resources will be developed and shared in year two.*

Implement on-farm demonstration and data collection, analyses of results

April 2020 – November 2021 (development of 2-4 resources)*

- Develop on-farm demonstration/trial methodology based on themes identified in scan
- Work with the Kootenay and Boundary Farm Advisors to secure producer partnerships and establish on-farm demonstration and data collection sites
- Collect data and analyze data
- Summarize data (case studies/cost-benefit analysis) into new knowledge transfer materials (e.g. fact-sheets, short videos, new tools/apps)
- Support Kootenay and Boundary Farm Advisors in sharing resources with producers according to knowledge transfer strategy
- Evaluate uptake of resources/outreach for Project Summary (e.g. number of resources distributed, qualitative feedback from producers)

**Note: The quantity of knowledge transfer resources created through this project will depend on the complexity/cost of the resource. Number and type of resources may be finalized after the background research phase above.*

Project Summary

October 2021 – November 2021

- Create a concise project summary to document effectiveness of knowledge transfer activities and make recommendations for next steps/ongoing knowledge transfer efforts

2. Out of Scope

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

- Kootenay and Boundary Farm Advisors will undertake the majority of knowledge transfer activities. Division of knowledge transfer responsibilities (between the contractor and Kootenay and Boundary Farm Advisors) will be determined in the Knowledge Transfer Strategy.

3. Budget

The budget for this project is **\$57,500** 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-December 2021**.

Table 2 - Project Timing

Milestones and/or Deliverables	Target Completion Date
Release Request for Proposals	November 25, 2019
Close RFP	January 2, 2020
Proponent selection	January 9, 10, 13 or 14
Project scoping and background research	Mid January – February 2020
Meeting with Project Oversight Committee	Fourth or Fifth week of January 2020
Finalization of topics for resource development and methodology for on-farm research	End of February 2020
First phase of resource development (2-3 resources)**	March 2020 – September 2020
Second phase of resource development. (1-3 resources)**	Ongoing after first round of resource development
Establishing and undertaking on-farm demonstration and data collection, developing additional knowledge transfer materials	March 2020 – October 2021*
Knowledge transfer and outreach (led by KBFA)	June 2020 – November 2021
Summary and evaluation	October – November 2021

*It is desirable to conduct on-farm research/data collection over two growing seasons to account for seasonal variability, but the final timeline is at the discretion of the contractor with input from the Project Oversight Committee

** As noted earlier: The quantity of knowledge transfer resources created through this project will depend on the complexity/cost of the resource. Number and type of resources may be finalized after the background research phase.

6. Project Deliverables

The major deliverables for this Project are:

- Research summary (including proposed topics and methodology for data collection for on-farm demonstration, shortlist and rationale for resources to be developed)
- Work plan including a knowledge transfer strategy
- Irrigation efficiency and (possibly) soil moisture preservation knowledge transfer resources (type and number tbd)
- Knowledge transfer resources summarizing findings from on-farm demonstration and data collection (type and number tbd)
- Support for a series of knowledge transfer activities (primarily to be delivered by Kootenay and Boundary Farm Advisors)
- Concise project summary

E. Proposal Evaluation

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 5 years experience conducting similar projects including developing and managing research project and developing accessible and innovative knowledge transfer resources
- e) Exceptional writing and oral communication skills and a demonstrated ability to bring technical information to plain-language documents
- f) Experience in outreach and communication processes and demonstrated experience developing a range of knowledge transfer materials to complement an outreach strategy
- g) Knowledge and understanding of the agriculture sector in Kootenay and Boundary
- h) At least one team member with extensive experience collecting and analysing data and conducting cost-benefit analysis
- i) At least one team member (or project advisor) with technical knowledge relating to farm irrigation and farm-water use
- j) Proposal must conform to the budget provided in this RFP
- k) 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 experience working with the agriculture sector 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

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.)