

(TO BE RETURNED WITH PROPOSAL)



COWICHAN VALLEY REGIONAL DISTRICT

IDENTIFICATION SHEET

REQUEST FOR PROPOSAL NO. ES-014-17

FOR THE PROVISION OF

**Stage 1 of the CVRD South Sector Liquid Waste Management Plan
Amendment Study**

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)	
ADDRESS	CITY / POSTAL CODE
TELEPHONE NO.	FAX NO.
NAME OF PERSON SIGNING FOR FIRM	
OFFICE OF PERSON SIGNING FOR FIRM	

MANAGER

GENERAL MANAGER

DEPARTMENT: ENGINEERING

COWICHAN VALLEY REGIONAL DISTRICT
175 INGRAM STREET
DUNCAN, BRITISH COLUMBIA
V9L 1N8
www.cvrld.bc.ca

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INCLUDING ALL ADDENDA ISSUED -

SUBMISSION OF PROPOSAL:

Your proposal must be made on this form and returned in a sealed envelope **NOT LATER THAN:**

2:00:00 O'CLOCK P.M. LOCAL TIME – MARCH 15, 2017

Addressed to: *Kate Miller, Manager Environmental Services*
Cowichan Valley Regional District

Time will be determined in accordance with the time clock adjacent to the front counter of the Cowichan Valley Regional District, Third Floor, 175 Ingram Street

Each Proponent is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the Region.

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax or email will not be considered.

The lowest fee rates or any proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

I/We, the undersigned, hereby acknowledge and confirm, on behalf of _____

_____ that I/We have received and have carefully read through all such documents and to have provided for compliance with their provisions in its Proposal.

SIGNATURE _____ **PRINT NAME** _____

POSITION IN FIRM _____ **DATE** _____

PLEASE NOTE THAT PROPONENTS SHOULD FILL THE FOLLOWING FORM AND EMAIL IT TO jmoore@cvrld.bc.ca, PRIOR TO MARCH 8, 2017, AS AN INDICATION OF THEIR INTENTION TO SUBMIT:

Company Name:	
Mailing Address:	
Telephone #:	

DEFINITIONS

CVRD: The Cowichan Valley Regional District

Award: the acceptance by CVRD of a proposal to furnish specific goods and/or services

Consultant/Contractor/Service Provider/Vendor: the individual, firm, company, or corporation to whom a contract has been awarded against an offer and has undertaken to provide the goods/services required by this proposal

Contract: an agreement and any attachments thereto approved by CVRD

May: used in this document denotes permissive

Proponent: any individual/firm/company receiving this invitation to submit a proposal in response to this Request for Proposal

Recommended Proponent: the Proponent that has had their proposal recommended for acceptance by CVRD for Committee approval

Request for Proposal (RFP): the document issued by CVRD in response to which Proponents are invited to propose solutions that will result in the satisfaction of CVRD's objectives in a cost effective manner

Responsive Proponent: a Proponent that follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate authorized signatures as required on each document

Responsible Proponent: a Proponent who has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance

Selected Proponent: the Proponent whose proposal has been selected by CVRD for further consideration

Shall, should and Will: used in this document denotes imperative

Successful Proponent: the Proponent whose proposal has been approved by CVRD and its respective authoritative bodies

INTRODUCTION

The Cowichan Valley Regional District (herein after referred to as the CVRD) invites Qualified and Experienced Proponents to respond to this Request for Proposal (RFP) for provision of professional services to amend the CVRD South Sector Liquid Waste Management Plan.

The Proponent's proposal must be completed and submitted in the prescribed format. If requested, the proponent must be prepared to meet with CVRD staff to review their proposal.

The intent of the attached Terms of Reference is to describe the desired minimum specifications for the work.

The CVRD intends to enter into an agreement with the proponent whose proposal, in the sole judgment of the CVRD, most effectively meets the requirements of this RFP.

Competition Intended

The CVRD's intent in this RFP is to permit competition. It shall be the proponent's responsibility to advise the Manager, Environmental Services in writing if any language, requirement, specification, or any combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP. Such notification must be received by the Manager, Environmental Services no later than one week prior to the closing date.

The CVRD expects that all proponents will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this contract.

TERMS OF REFERENCE

Summary

- CVRD is composed of 9 Electoral Areas, 4 municipalities and 16 populated First Nations Reserves covering an area of over 3,473 km²
- CVRD stretches from east to west and is bounded by Capital Regional District in the south and Regional District of Nanaimo in the north.
- The dominant features of CVRD are a forestry land base with a developed zone along the eastern boundary
- CVRD's population based on the 2011 census was 80,322, an increase of 4.4% from 2006
- CVRD's strategic plan outlines the need to develop efficient and effective wastewater systems to support its long-term land use plans
- The focus of this study is on South Sector Central Sector Liquid Waste Master Plan Amendment which is expected to start in 2017.

The CVRD seeks professional services to assist with the amendment of the South Sector Liquid Waste Management Plan (SSLWMP).

The original plan, developed in 1998, focused on the establishment of a centralized sewage treatment plant. A change in funding opportunities rendered this option infeasible and has triggered the need for a plan amendment. Due to the extent of changes considered, it is believed that a full three-stage process, including a full public consultation process, will be needed in order to meet the requirements of relevant legislation.

The amended Liquid Waste Management Plan must be completed in accordance with the Province of BC's Guidelines for Preparing Liquid Waste Management Plans, and with the Municipal Wastewater Regulation.

The process to amend the plan has already begun, including the establishment of a Public & Technical Advisory Committee and completion of a preliminary inventory of known issues in CVRD systems. The work program will build on these early steps by working with staff and the Committee to:

- compile appropriate background information, to conduct more detailed assessment of the problems identified,
- identify which problems can be adequately addressed through a Liquid Waste Management Plan,
- prioritize problems and identify a broad range of realistic options for addressing priorities,
- begin defining a plan framework,
- recommend further study where needed (e.g., Environmental Impact Assessment),
- complete any other tasks needed to complete a Stage 1 report, as per the BC Guidelines for Preparing Liquid Waste Management Plans, and
- develop a scope of work for completing Stages 2 and/or 3 of a Liquid Waste Management Plan, as per the guidelines.

Work required to complete Stages 2 and/or 3 reports will be undertaken as a subsequent exercise, with terms of reference to be developed following the completion of Stage 1. The mentioned Stages 2 and/or 3 works are not part of the scope of this study.

In addition, the CVRD has regional population projections and analysis based on the 2011 census data; the proponent will be expected to update these projections and include the projections and growth characterization forecasts for the area as well as the identified growth areas based on the most recent census data (expected to be released in early 2017) as well as developing and implementing a

communications and consultation strategy to include First Nations, stakeholders, and the public at large in completing the Stage 1 report.

Appropriate subcontractors with subject matter expertise should be included in the proponent's proposal to provide these services. CVRD as a corporation has access to PlaceSpeak web based platforms for public consultation which should be incorporated where appropriate. Input on public consultation approaches should be sought from the Public & Technical Advisory Committee in addition to CVRD staff.

The final Liquid Waste Management Plan will be framed as an actionable plan, where objectives and action items are clearly defined, as well as timelines. Work completed in Stage 1 should be consistent with this goal.

Background

Existing Wastewater Systems

Nine wastewater systems are owned and operated by CVRD in the "South Sector". There are an additional 17 private schedule 1 sewage treatment systems in the study area as well as eight schedule 2 systems; these systems should be addressed within the overall plan. Two First Nations communities are sited in the study area – no information regarding their systems is currently known; however, this information will need to be incorporated and communities integrated into the consultation planning. The Plan area also includes many private septic systems built with a range of regulatory requirements over the past 50 plus years. Private septic systems have been identified as a key policy area that will need to be addressed under the plan to protect water resources.

There are three Village Containment Areas within the study area that have been identified by CVRD planning department in the South Cowichan Official Community Plan. A review of these should be undertaken as part of the population and growth forecasting component of the assignment.

At this time, Schedule 2 systems and issues related to the treatment and management of contaminated sites should be addressed at the scan level within the master plan. It is expected that the consultant will identify issues that should be addressed under a separate future Contaminated Sites Master Plan.

Official Community Plans for these communities require that all systems meet a "Class A" effluent standard. Three of the systems under CVRD management are not meeting the "Class A" standard and at this point the level of compliance within the private systems is unknown; it is believed that standards should be reconsidered against environmental suitability. Shawnigan Lake system requires expanded sewer service; however a suitable disposal site has yet to be identified. In other cases, sewer systems have either good disposal capacity or well-functioning treatment works. There are few cases where both needs are met in the same system. It is believed that system integration could provide a solution. Prospective development in Mill Bay may provide opportunities to help facilitate this integration. The Proponent will be expected to examine a range of centralized and decentralized systems.

CVRD is aware of at least two key stormwater management problem areas: one in the southern end of Mill Bay, and another at the base of Cobble Hill Mountain, near Dougan's Lake on the periphery of the Study Area. The former is believed to be instigated by recent development activity and is compounded by the presence of failing septic systems and agricultural activities. Septic systems on properties surrounding Shawnigan Lake are also experiencing failure, where parcels are small and residences that were once seasonal-use only are often now inhabited year-round. Compounding this historic land use is the location of many of these systems in a known flood plain.

Drivers of other non-point source pollution are land clearing and/or agricultural activities in Cobble Hill and Shawnigan Lake, and predominantly increased urbanization and land clearing in Mill Bay. In the case of Shawnigan Lake and Mill Bay, cosmetic fertilizer use is believed to be an issue. Some

agricultural lands exist in the north part of Mill Bay. Shawnigan Creek, which is fed by two small lakes in the headwaters of the Shawnigan Lake Watershed, and drains into Mill Bay, has historically shown above-background levels of turbidity, E. coli, and nutrients. Shawnigan Creek and Shawnigan Lake support significant Coho salmon and Cutthroat Trout fisheries. Introduced fish such as smallmouth bass are of concern and the potential for such species to exacerbate the impacts of nutrient inputs. Saanich Inlet is a particular receiving environment of concern due to its unique physical and ecological characteristics and importance to First Nations. It is expected that the Proponent will consider how best to integrate and control a range of discharges to the environment in the master plan via policy, regulatory and structural mechanisms.

Additional work is needed to refine the problem inventory and identify priority items suited to be addressed through the SSLWMP. These activities should be undertaken in collaboration with CVRD staff and the SSLWMP Technical Advisory Committee. The CVRD is currently undertaking the development of Watershed based planning framework and is currently developing the related background characterization to support this planning process.

The Committee has expressed interest in developing an actionable plan, where objectives and action items are clearly defined, as well as timelines, required budget and performance measures. While this assignment is to complete Stage 1 of the LWMP process only, it is expected that the work completed at this stage will influence the overall plan approach. Any decisions influencing the plan approach should be made in consultation with CVRD staff and the SSLWMP Public & Technical Advisory Committee.

Objectives

The main objectives of this assignment are to help CVRD successfully complete Stage 1 of the South Sector Liquid Waste Management Plan amendment and in doing so, take steps to meeting the broad goals outlined by the Ministry of Environment for Liquid Waste Management Plans:

- 1) to protect public health and the environment, and
- 2) to properly consult the public.

The Master Plan Amendment will:

- Review and update CVRD's wastewater capacities (within the study area) required to meet the growth projections and at the same time to provide quality services to existing residents.
- Review and integrate other private wastewater systems subject to the Municipal Wastewater Regulation in the above noted analysis
- Identify the alternative infrastructure planning strategies (Stage 1) and select the preferred alternative to meet the growth needs as mentioned above (Stage 2).
- Identify and recommend servicing policies and standards that will provide the basis for future infrastructure planning and design.
- Provide phasing of infrastructure.

At a higher level these additional objectives should be reflected in the overall plan and the evaluation criteria: strategic asset development and planning, revised environmental policies related to the receiving environment, strengthened policies related to both rural areas as well as those in the urban containment growth zones, water conservation, drinking water source protection, resources from waste, energy conservation, climate change adaptation, and mitigation.

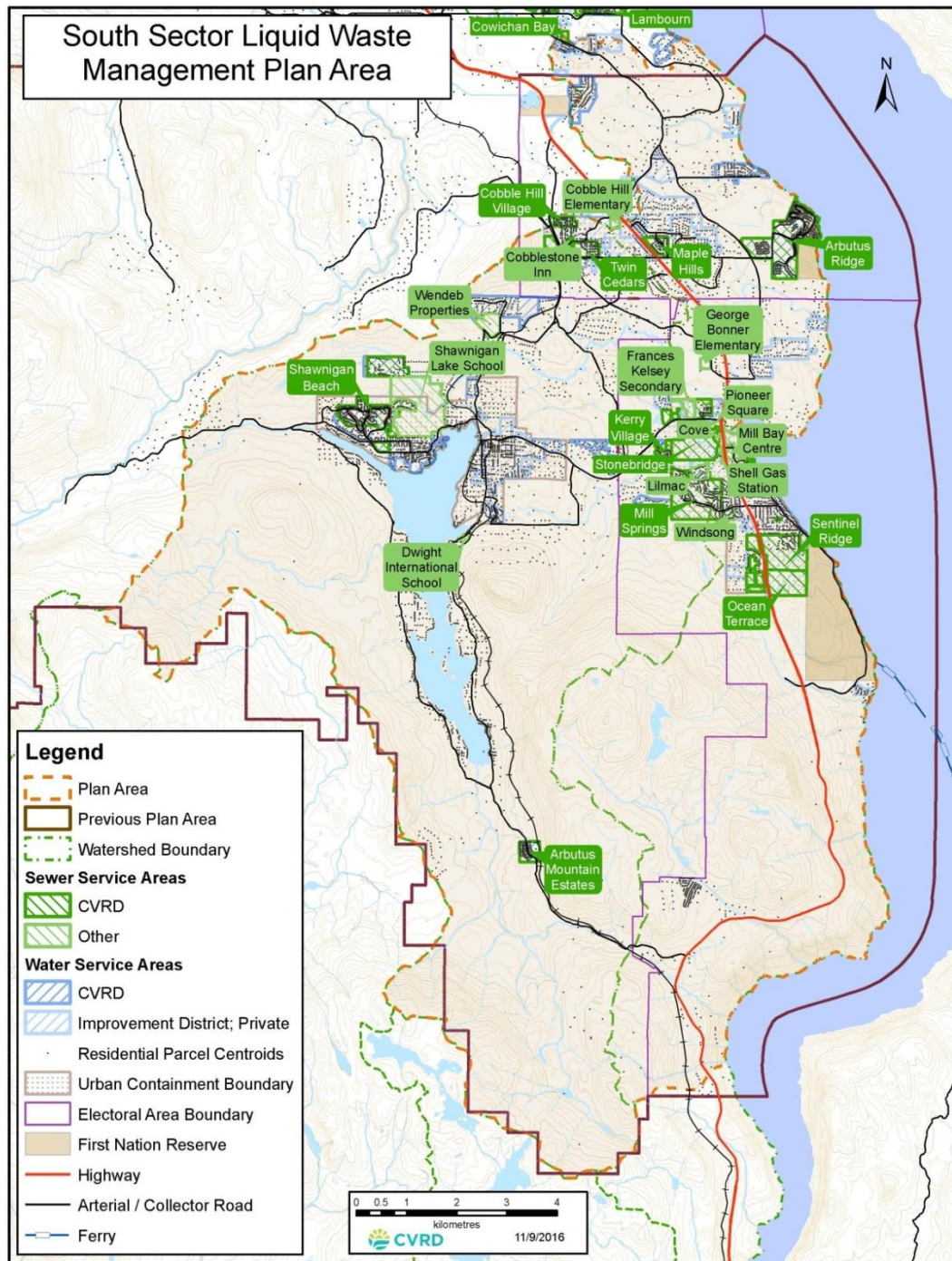
Scope of Work

Project Area

The project study area has been redesigned from the original plan to a watershed-based boundary. Excluded portions of the original plan area (portions of Koksilah River watershed) will be amalgamated into the Central Sector Waste Management Area at a later time. The map below depicts the updated

project area, with respect to sewer service and watershed boundaries as well as existing Urban Containment Boundaries.

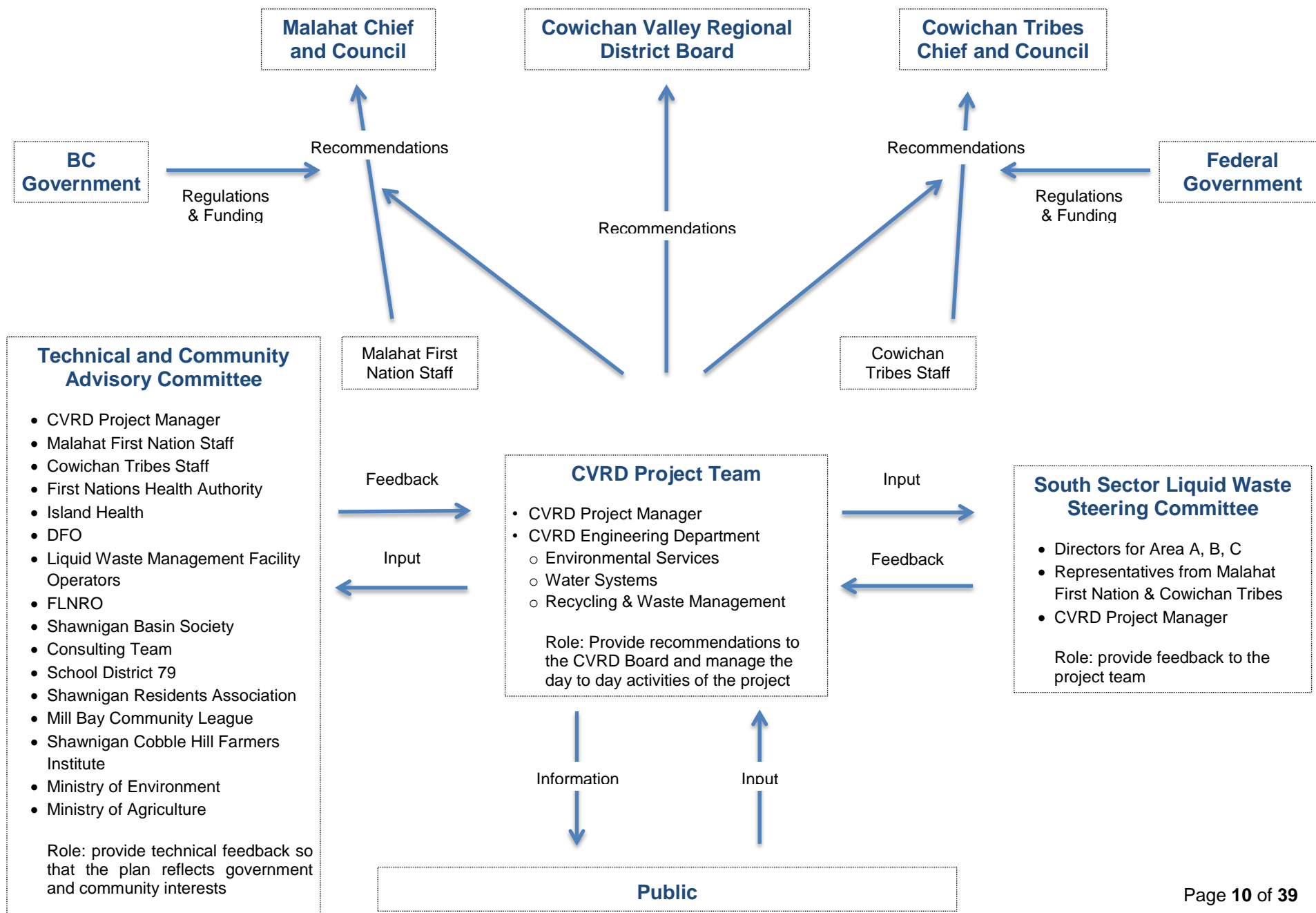
The study area covers a range of lands including resource, rural, urban and peri-urban landscapes surrounding the three distinct communities of Shawnigan Lake, Mill Bay, and Cobble Hill. CVRD wastewater systems, private wastewater utilities and residential systems are distributed across the landscape in a non-integrated fashion.



Scope of the Consultant's work

This study will be undertaken with involvement from CVRD staff – with representatives from various Departments (Engineering, Planning) and the Public & Technical Advisory Committee.

Project organizational structure



The study requires public consultation and the successful proponent will be expected to adopt a proactive approach in both public and stakeholder consultation to develop the overall objectives, develop the evaluation criteria, and test the criteria in the public realm for support. The consultant team will also be expected to develop the long list of options for the plan components and implementation which will be tested against the criteria both with the internal and external technical team and the public. The process will select the list of the best alternatives to move to the subsequent Stage 2 process. The final scope of work between the consultant team and CVRD staff will be determined during the preparation of the work program.

The Master Plans shall conform to the requirements of the BC MOE interim Guideline for conducting Liquid Waste Master Plan Amendment. The level of investigation, consultation, and documentation supporting the Master Plan will be sufficient to satisfy Stage 1 of the mentioned guideline.

Study Schedule

The Consultant will be required to prepare and submit a detailed study schedule in “Microsoft Project” format, which outlines a detailed work plan and indicates study milestones and deliverables. This project schedule must be updated and resubmitted monthly or more frequently as deemed necessary by CVRD.

The project schedule shall include the following key milestones:

- Project kick off meeting
- Background summary
- Baseline review summary
- Recommendations on additional work to be undertaken to meet guidelines
- Update and develop population forecast & growth scenarios with CVRD input
- Model and analysis of existing systems hydraulic /capacity model
- Non-point source review and initial recommendations
- Problem statement, evaluation criteria, alternative options/solutions
- Public and stakeholder consultation
- Draft report
- Protect team and technical meetings
- Meetings and feedback from provincial regulators
- Final Stage 1 report
- Scope of work for Stage 2 and 3 work to be undertaken
- Terms of reference for subsequent components

Baseline Review

- Review all background information including OCP, Regional Planning Strategies, previous Master Plan studies, major capital projects, CVRD-owned systems, privately-owned wastewater systems subject to the Municipal Wastewater Regulation, flow monitoring, and SCADA data.
- Review all of the existing Regulations, Acts, Guidelines, etc. pertaining to Wastewater systems
- Review non-point source discharges related to residential development, agricultural and other land use where there may be impacts on target water quality parameters within in the study area. (including both freshwater and marine environments). Target should be discussed with the CVRD and MOE.
- Review existing CVRD policies and strategies as it relates to wastewater infrastructure planning.
- Consolidate the above information. Identify constraints and opportunities, and make recommendations where applicable.

Policy & Criteria

- Develop guidelines for the design period for various wastewater infrastructure

- Develop guidelines for level of service including design storm events accompanied with risk assessment analysis
- Develop guidelines for infrastructure oversizing accompanied by cost/benefit analysis

Wastewater Demands

- Review existing input rates and peaking factors
- Develop wastewater unit flow rates for residential & employment uses

Asset Rehabilitation & Maintenance

- Coordinate with Utility Division of CVRD
- Coordinate the proposed wastewater infrastructure with the Asset Management

Population Forecast & Growth Scenarios

- Specialized consulting expertise will be required to update both current and future population projections and waste treatment demand using new census data and custom boundaries - expected to be available in early 2017 and sourced by the consultant
- Develop growth scenarios based on a number of projected scenarios to be agreed upon (minimum three) with planning staff and the technical team, including but not limited to:
 - X% of growth happening within existing Village Containment Boundaries and Y% outside of these boundaries as the master plan amendment will provide input to long term land use and infrastructure planning. In addition, it will plan to accommodate growth for the following horizons:
 - The Official Community Plan horizon 12-15 years
 - The 30-40 year horizon
 - The ultimate available buildout of existing infrastructure
 - The ultimate projected assimilative capacity of the watershed

Modeling and scenario development

- Develop a wastewater model which can be integrated into CVRD's GIS system to analyze existing capacity as well as future growth scenarios identified by the technical team and/or utilities reorganization/redevelopment options. The model should encompass the CVRD's sewage infrastructure plus major sewers owned by private systems within the study area.
- Incorporate both point and non-point sources of effluent into Watershed based GIS atlas to model assimilative capacity and impacts.
- Consider provided climate projections as a cumulative impact on receiving environment capacity to assimilate waste and impacts on treatment capacity and efficiencies.
- Preliminary analysis of storm water management issues – scope to be discussed with CVRD and province given resources available.

Consultation and public outreach

- Preliminary focus on ensuring all relevant data and information is included in the Stage 1 scan as well as testing the set of proposed recommendations moving forward to Stage 2.
- Provide a communications and engagement delivery plan and overall approach for public consultation. This will also entail supporting a web based consultation interface in PlaceSpeak (www.placespeak.com)
- Delivery of agreed upon consultation process

Reporting and recommendations

- Consult with the Plan Advisory Committee related to plan content and policies including:
 - Identify technical, social, environmental and financial issues related to liquid waste in the plan area
 - Assess which issues are appropriately addressed through a Liquid Waste Management

Plan

- Develop objectives and potential solutions to address these issues
- Develop criteria and evaluate potential solutions to establish a short list of solutions
- Summarize findings in the format of a Stage 1 report, as outlined in the BC Guidelines for Preparing Liquid Waste Management Plans. (see proposed table of contents)
- Recommend the scope of work for further study and to complete Stages 2 and/or 3, as outlined in the BC Guidelines for Preparing Liquid Waste Management Plans.
- Reports to include
 - Baseline and background report
 - Policy recommendations related to non-point source issues
 - Policy recommendations related to immediate issues identified related to existing infrastructure.
 - Recommendations related to management of existing and future infrastructure.
 - Develop objectives and potential solutions to address identified issues
 - Develop criteria and matrix to establish a shortlist of solutions including public presentation materials
 - Recommendations related to infrastructure options to be addressed further in Stage 2
 - Recommendations related to issues to be addressed under a separate Pollution Prevention Master Plan
 - Recommendations regarding ongoing monitoring and compliance
 - Interim and final Stage 1 Report

Participants & Key Stakeholders

The project/study will be conducted under the direction of CVRD staff in the Engineering Services Department. Involvement of other CVRD Departments, special interest groups, the public, etc. as stakeholders throughout this project, is critical to its success. The list below outlines stakeholders that may be included. A final stakeholder list will be developed as part of the project.

External

- | | |
|---|--|
| • Department of Fisheries and Oceans | • Dwight International School |
| • Environment Canada | • TimberWest |
| • Malahat First Nation | • Island Timberlands |
| • Patrolas First Nation | • Bamberton Properties |
| • Hatch Point First Nation | • Couverdon Real Estate |
| • Ministry of Environment | • The Limona Group |
| • Ministry of Transportation | • Shawnigan Station Town Centre owners |
| • Ministry of Culture, Sport and Community Development | • BC Lions Society (Easter Seals Camp Shawnigan) |
| • Island Health | • Shawnigan Basin Society |
| • Mill Bay Waterworks | • Shawnigan Resident's Association |
| • Shawnigan Village Waterworks | • Arbutus Ridge Strata Council |
| • Cobble Hill Improvement District | • Saanich Inlet Roundtable |
| • Braithwaite Improvement District | • Mill Bay and District Conservation Society |
| • Island Milk Producers Organization | • Malahat Housing Society |
| • Brentwood College | • Wendeb Properties Inc. |
| • Shawnigan Lake School | • Dwight International Holdings |
| • Other First Nations utilizing Saanich Inlet as appropriate. | • Mill Bay Synergy Mall LTD. |
| | • Shell Canada Products Limited |
| | • C.A. Homes Ltd. |
| | • School District No. 79 |
| | • Cobblestone Inn Ltd |
| | • J.R. Estates Inc. |
| | • The Owners, Strata Plan Vis 4257 |
| | • The Owners, Strata Plan Vis 5453 |
| | • Lois Garnett |

Deliverables

All reports and electronic submissions must be compatible with AutoCAD 2010/LT 2010 compatible DWG, Microsoft Office 2010, or Adobe CS6 and Creative Cloud compatible files, and ESRI ArcGIS for Desktop 10.x compatible.

Key Deliverables can be broken down into the following sub-deliverables:

- Plan framework that outlines scope, purpose and content for each section of the plan
- Delivery plan for the consulting engagement including the step-by-step approach for completing the plan.
- Gathering and reporting background information
- Reviewing gathered background information and preparation of a summary report & base maps
- Preparation of a summary report & base maps
- Development of population forecast (residential and employment) as per population forecast section to support the identified scenarios based on 2016 Census data expected to be released in 2017, unique boundaries to be developed in consultation with CVRD
- Calculate related wastewater projections for the same period
- Development of a wastewater/facilities model to drive subsequent analysis regarding existing and required future capacities of the system/s
- Development of problem statement
- Development of alternative solutions, each alternative will show the technical, social, environmental, and financial impacts
- Preparation of a strategic communications and public consultation plan
- Conducting public consultation
- A completed Stage 1 report, as per BC Guidelines for Preparing Liquid Waste Management Plans and as outlined in the RFP
- Development of a scope of work for completing Stages 2 and/or 3 of a Liquid Waste Management Plan, as per BC Guidelines for Preparing Liquid Waste Management Plans

Required Delivery Format for Calculations, Reports, Drawings, Schedules, and Presentations

- All drawings and GIS analysis in ESRI – ArcMap format; the consultant shall discuss GIS data requirements and standards with the CVRD's project manager before commencing work to ensure the formatting is acceptable.
- All reports in Microsoft Word format using CVRD's layout and formatting conventions.
- All calculation spreadsheets in Microsoft Excel format.
- All schedules in Microsoft Project format.
- All presentations in Microsoft PowerPoint format.

Schedule

It is anticipated the project will commence in early 2017 for completion by Q3 in 2017. The consultant should provide CVRD's project manager with a detailed project schedules showing all activities and sub-activities to a level 3 detail together with critical milestones. *The allocated estimated cost/budget to each activity group should be shown on the schedule sheet.*

Quality Control of Services

The consultant is fully responsible for the quality of all services. The prime consultant is responsible for the quality of all specialities, including sub-consultants, and must take the appropriate actions and corrective measures in order to ensure the quality of all services.

All engineering products including drawings and reports must be signed and sealed by a Professional Engineer licensed in BC and fully qualified in the relevant speciality area. The drawings and reports

shall also bear the signature and stamp of the independent checker of the work. The results of the independent check shall be recorded in a traceable manner for future possible audits.

Public Participation and stakeholders Consultation

Public participation and stakeholder consultation should follow standard IAP2 guidelines (www.IAP2.org) and Ministry of Environment (MOE) expectations. Given this is a largely technical exercise at this Stage the expectation is that the community be informed of the issues and given an opportunity to effectively provide input into the development of the criteria with which to assess the list of options to be examined in greater detail in Stage 2. The prime consultant is expected to ensure the appropriate level of expertise is retained to develop and execute the public and stakeholder consultation process. The consultant should also provide key support to the effective management and input of the internal and external technical team.

Resources Provided

Background information

Previous studies and reports relative to the amendment include:

- [Ministry of Environment, 1984 – Shawnigan Lake Water Quality Study](#)
- [Ministry of Environment, 1995 – Fecal Coliforms in Shawnigan Lake](#)
- [Ministry of Environment, 1996 – State of Water Quality of Shawnigan Lake](#)
- [Ministry of Environment, 1996 – Saanich Inlet Study](#)
- [CVRD, 1998 - South Sector Liquid Waste Management Plan](#)
- [Ministry of Environment, 2004 – Shawnigan Lake Water Quality Study](#)
- [Ministry of Environment, 2007 – Water Quality Assessment and Objectives for Shawnigan Lake](#)
- [Shawnigan Lake Water Quality Attainment report](#)
- [Mill Bay raw Water Quality Data](#)
- [Mill Bay Waterworks well testing results](#)
- [Worley Parsons, 2009 – South Cowichan Water Plan Study: A Preliminary Assessment of Water Supply & Needs within the South Cowichan Region](#)
- [MOE Guidelines on Phosphorus levels - pending](#)
- [AECOM, 2010 – State of Environment Report: Surface Water Quality in the Mill Bay Area](#)
- [AECOM, 2011 – Surface Water Quality Report for the South Cowichan Area and Literature Summary](#)
- [CVRD 2010 – State of the Environment Report](#)
- [CVRD, 2011 – South Cowichan Official Community Plan](#)
- [University of Victoria, 2012 – Characterizing and Modeling Impacts of Climate and Land Use Variability on Water Quality](#)
- [Silva, 2015 - Ecosystem Based Conservation Plan for the Shawnigan Lake Watershed](#)
- [Sewer and drainage system takeover feasibility studies*](#)
- [Sewer system compliance reports*](#)
- [Preliminary problem inventory*](#)
- [CVRD 2013 - Shawnigan Lake North Water System Report](#)
- [CVRD 2015 – Regional Population, Housing, and Employment Projections](#)
- [CVRD 2016 - Draft Cowichan Valley Watershed Atlas](#)
- [CVRD 2016 - Draft South Sector Watersheds Characterization](#)
- [CVRD 2016 - Effluent Discharge Authorizations from the province in the South Sector](#)
- [CVRD 2016 – Existing CVRD South Sector Sewage Treatment Infrastructure Characterization](#)
- [CVRD 2016 - Summary of applicable regulations and policy](#)
- [FLNRO 2016 South Cowichan Aquifer analysis - Pending](#)

**The CVRD will make these documents available to registered proponents through the CVRD ftp site. These documents are to be used for the sole purpose of familiarising proponents with the project to assist in the assembly of a comprehensive proposal. Use of these documents for any other purpose will be considered to be a breach of confidentiality.*

Graphics and modeling resources

- A variety of base data will be made available as a basis for mapping requirements for this project;
- GIS base mapping data in CAD, AutoCAD 2010/LT 2010 compatible DWG, and hi-resolution orthophotography and LANDSAT imagery for certain areas is available for this project;
- A web based Arc GIS map currently in production for public consultation purposes
- CAD data for CVRD infrastructure will be provided
- Preliminary groundwater balance model currently under development by FLNRO will be provided
- Agricultural water balance model
- Data, mapping, and diagrams of non-CVRD resources must be acquired by the successful Consultant.

Staff resources

A project manager for CVRD will be identified to provide a single point of contact for all consultant inquiry and reporting. Senior management will provide final review and sign off of all final work products before submission to CVRD Board for approval.

Project Milestones

Please note that CVRD reserves the right to modify specific target dates at its discretion.

Estimated key project milestone dates:

Kick-off meeting	Week of April 24, 2017
Background Information report due	July 21, 2017
Population and growth scenarios for plan area	August 14 , 2017
Problem statement definition	September 2017
Preliminary evaluation criteria	November 2017
Preliminary utilities assessment and recommendations	December 2017
Receiving environment assessment and objectives	January 2018
Public consultation on proposed solutions criteria start	January 2018
Long list of proposed solutions developed	April 2018
Recommendations for changes to policy to meet BC LWMP guidelines & objectives	July 2018
Shortlist of Liquid Waste Management Solutions	
Recommended Scope of Work for Stages 2 and/or 3 Reports	
Draft Stage 1 Report	July 2018
Final Stage 1 Report	October 2018

Fees

Proponent shall provide a total all-inclusive upset cost to complete this engagement, inclusive of all reimbursable expenses, disbursements, and applicable taxes.

Fees must be billed by deliverables. Payments will be made on the basis of the Detailed Work Schedule with fees provided as part of this proposal and an agreed task breakdown. The Detailed Work Schedule with fees will be used by the CVRD staff to monitor the progress and invoicing.

Proposal Submission Requirements

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be in general aligned with these expectations to facilitate comparative evaluation.

Proponents are advised to assume that CVRD is NOT familiar with the proponent, their sub consultants, team members, experience, expertise, or performance on other projects. Evaluation will be made solely on the basis of the documentation submitted by each proponent.

Proposals should be submitted to the Manager, Environmental Services. Five (5) print copies and 1 electronic copy should be provided.

Formal intent

All information is to be submitted with a covering letter on corporate letterhead, duly signed and sealed by an authorized official, and enclosed in a sealed envelope. Proposals must be clearly marked with Proposal Title, Reference Number, and proponent's name and contact information on the front cover.

To facilitate the equitable evaluation of all submitted proposals, proponents should not exceed eight (8) double-sided 8.5"x11" sheets, excluding covering letter, resumes and appendixes, one (1) folded 11"x17" sheet for the Detailed Work Schedule without fees and one (1) folded 11"x17" sheet for the Detailed Work Schedule with fees included only in the pricing envelope. The body of the proposal shall adhere to the following outline:

1. Company Profile
2. Project Experience
3. Methodology and Work Plan Description
4. Project Team Organization and Qualifications
5. Staff Allocation and Detailed Work Schedule
6. Cost and Schedule Control
7. Design and Clarity of Proposal
8. Price

Submitted proposals should reflect the proponent's understanding of the objectives, context, issues, deliverables, and methodologies for completing Stage 1 of the South Sector Liquid Waste Management Plan amendment. Proposals should demonstrate extensive knowledge of liquid waste management planning, wastewater management, integrated stormwater management, meaningful public engagement, consultation of First Nations, and Regional District services. Proposals should also demonstrate the capability to write clear, concise, and comprehensive reports suitable to direct further engineering design.

Please respond to each of the following points below; these comprise the basis for evaluation:

1. Company Profile

Provide a brief introduction to the principal firm and any sub-consultants, indicating suitability for the project, qualifications, and any relevant specialized services. Preference will be given to:

- Experience with conducting liquid waste master planning;
- Experience with wastewater management (including source control and demand management, collection system assessments, wastewater treatment, regulatory compliance, Environmental Impact Studies, biosolids management, assessing and mitigating the impacts of emerging contaminants, and resource recovery);
- Experience with stormwater management (including non-point source pollution control, water quality and quantity management, technical strategies to manage water quality and quantity, environmental monitoring, and adaptive watershed management);
- Experience developing and implementing strategy for engaging with First Nations and consulting the general public (including experience with communications issues management, engagement, facilitation, audience analysis, and gathering and analyzing feedback);
- Ability to develop supporting documentation and infomatics for use in public consultation;

- Experience working with local governments, particularly regional districts, on matters including: cost-benefit analyses, development cost charges, bylaws, subdivision, land development and land use, policy formation, service delivery, strategic planning, and capital planning; and
- Experience with Cost estimation.

2. Project Experience

Provide a minimum of three (3) brief profiles of significant similar projects completed within the past five years, with project description, project costs at award and final costs of projects. Preference will be given to:

- Experience preparing liquid waste master planning for small and rural communities;
- Experience in policy development as related to liquid waste management;
- Experience with communication and public consultation exercises related to infrastructure and policy development; and
- Experience engaging with First Nations.

Provide an appendix of at least three (3) sample pages of previous work, representative of similar project experience, and including the name and telephone number of a contact person for the project references. Preference will be given to examples of projects/studies prepared for local government and in particular, regional districts.

3. Methodology and Work Plan Description

Provide a general description of the research and design approach for this project and detailed description of strategies and approach to the Scope of Work. Provide an outline of proposed activities to ensure proper decision-making and communications with the CVRD. Preference will be given to:

- A demonstrated understanding of the objectives, context, issues, deliverables and methodologies for developing a liquid waste management plan;
- A demonstrated understanding of how to facilitate participatory and/or stakeholder-driven decision-making processes;
- Attendance to all aspects of the Scope of Work; and
- Innovation in the delivery of public information and consultation process.

4. Project Team Organization and Qualifications

Provide an outline of the respective roles and responsibilities of the proposed project team members on this project, including a brief summary of relevant expertise. For each team member, indicate a level of commitment as percentage of total work plan hours. Include a resume or one-page summary of qualifications and experience for all team members listed on the Detailed Work Schedule, including all sub-consultants. Provide at least two (2) references for the appointed project manager. Personnel substitution will not be accepted without prior written approval by the CVRD. Preference will be given to:

- Expertise and experience of the primary project staff, defined as the project manager and person(s) with greatest number of hours assigned to complete the work; and
- Expertise, experience of senior project staff and level of support to the project, defined as the number of hours assigned to supervise the work.

5. Detailed Work Schedule and Staff Allocation

Provide a Detailed Work Schedule without Fees (11x17 sheet) detailing the proponent's approach to the activities described in the Scope of Work and Project Schedule and allocation of staff hours. Incorporate any refinements to the stated requirements, which you believe, are appropriate. Identify any staff time or information requirements from the CVRD, which have not been addressed in these Terms of Reference.

The Detailed Work Schedule without Fees should be broken down into weekly increments and show the start and finish dates for the various tasks identified in the Work Schedule (prepared in accordance with the Terms of Reference, Scope of Work) including the dates of all proposed meetings. Also, indicate requirements for client-supplied information/decisions that are required to maintain the proposed schedule.

6. Cost and Schedule Control

Provide an outline of the approach to cost and time control, demonstrating the Proponent's knowledge, interest and capacity to deliver the project within the fixed budget and deadline, including a statement of availability for project team members. Proponents are asked to provide a list of similar projects and related contact information for local government project managers.

Preference will be given to:

- Strategies to adapt resources to flexible timelines within a firm budget.

Preference will be given to proposals that:

- Are free of spelling or grammatical errors;
- Minimize formatting inconsistencies;
- Exhibit a high degree of graphic design and layout skill;
- Are legible, accessible, and provide a clear visual hierarchy; and
- Demonstrate clear, succinct writing.

7. Design and Clarity of Proposal

- Prepare proposal in accordance with the requirements of this RFP
- Phrase sentences in the active voice
- Express ideas so that even a reviewer who is not an expert in the relevant subject matter can understand the meaning
- Include a visual logic/flow model to illustrate process if necessary

8. Price

Proponents shall provide a total all-inclusive upset price, including fees, travel, disbursements, and expenses, all in accordance with this document. The CVRD works on a calendar fiscal year. Break program costs and milestone deliverables by year.

The Proposal PRICING Sheets AND DETAILED WORK SCHEDULE WITH FEES shall be submitted in a separate sealed envelope enclosed within the sealed Official Proposal envelope provided.

Proponents shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the scope of work, to be provided on a time basis. All costs must be held firm throughout the duration of the contract.

The Detailed Work Schedule (11 x 17) submitted with the proposal outlining the hours of each team member allocated to each task shall be included with fees and subtotal of hours for each task detailed.

Note: The Proponent's monthly invoice must be accompanied by the Invoice Summary Sheet (Appendix A) with task pricing based on the Detail Work Schedule with Fees provided.

(TO BE RETURNED WITH PROPOSAL)

PROPOSAL SHEETS

To provide Services for the “Stage 1 of the CVRD South Sector Liquid Waste Management Plan Amendment Study” for an upset limit including disbursements and expenses, all in accordance with this document.

ALL INCLUSIVE PRICE TO PROVIDE ALL DELIVERABLES AS IDENTIFIED IN THIS RFP DOCUMENT	\$
+ 5% (GST)	\$
TOTAL PRICE FOR Stage 1 of the CVRD South Sector Liquid Waste Management Plan Amendment Study	\$

The Proposal Sheets AND THE DETAILED WORK SCHEDULE shall be submitted in a separate sealed envelope enclosed in the sealed Official Proposal envelope provided.

A Detailed Work Schedule shall be provided on one 11x17 sheet in the same format as the Detailed Work Schedule, detailing the Proponent's approach to the activities described in the Scope of Work and Project Schedule. Estimate the number of hours that each team member will be allotted to each task and provide a subtotal of hours for each task. The Fee Matrix will add hourly rates and subtotals for all listed tasks to the information provided in the Detailed Work Schedule.

Proponents shall provide a total, all-inclusive, price to complete this engagement, including fees, disbursements, and expenses. There are to be no additional costs.

The CVRD reserves the right to cancel the award without penalty, at the sole discretion of the CVRD.

All prices to be in Canadian funds.

The lowest or any Proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)

ADDRESS

CITY, TOWN OR VILLAGE

POSTAL CODE

TELEPHONE NO.

FAX NO.

E-MAIL ADDRESS

(TO BE RETURNED WITH PROPOSAL)

Additional Pricing

Consultants shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the Scope of Work. Where the Consultant receives written instructions from the CVRD to provide services that are clearly in addition to the services described in the Request for Proposal; the services will be provided at the hourly rates quoted below, or as otherwise negotiated with the CVRD. Additional services may not commence without the CVRD's written approval, and the CVRD must approve any claim for such additional service in writing.

Hourly Staff Charge-out Rates (8 hours per day)

STAFF	HOURLY RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Hourly rates shall be effective for the duration of the project. All administrative costs, disbursements and normal expenses are to be carried in the hourly rates provided. **No additional fees will be considered without express written permission of the Project Manager of the CVRD.**

(TO BE RETURNED WITH PROPOSAL)

List of Sub-Consultants

The Proponent submits the following list of sub-consultants whom they propose to use. Any additions or changes to this list will not be permitted without prior approval by the CVRD.

SUB-CONSULTANT	ADDRESS	FUNCTION

GENERAL INFORMATION

1. Proposal Submission

Five (5) copies of the Proposal (plus one original copy) must be submitted, SEALED ENVELOPE, to the CVRD's office, 3rd Floor, 175 Ingram Street, Duncan, British Columbia, V9L 1N8, NOT LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME **March 15, 2017** all in accordance with the attached Proposal Document. All information is to be submitted on corporate letterhead, duly signed and sealed by an authorized official, and enclosed in the envelope provided.

The Proposal PRICING Sheets AND DETAILED WORK SCHEDULE WITH FEES shall be submitted in a separate sealed envelope enclosed WITHIN the sealed Official Proposal envelope.

Proponents must clearly mark the original submission.

Request for proposal documents received after the specified closing time will not be considered and will be returned unopened to the sender.

As this Request for Proposal is for proposals rather than specific tendered items, the opening is intended to publicly record the proposals received, therefore details of each submission will not be read out.

2. Delivery of Proposals

Time will be determined in accordance with the time clock adjacent to the front counter of Engineering Department, 3rd Floor, 175 Ingram Street.

Each Proponent is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the CVRD.

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax will not be considered

3. Clarification

Any proponent who has questions with regard to the Proposal should contact:

Kate Miller, Manager Environmental Services, (250) 746-2509, kmiller@cvrld.bc.ca

No information given verbally by the CVRD or by means of telephone will be binding nor will it be construed as to change the requirements of this Proposal in any way. Proponents are cautioned to secure clarification on the Proposal information PRIOR to submitting a Proposal.

During the competitive bid process, bidders are cautioned not to contact the employees of the CVRD concerning this bid request. The only contact should be with the persons named in the bid request.

Any Proponent found to be in communication with other than the persons named in the bid document may result in the CVRD disqualifying the proponent's bid or any future bids from consideration.

4. Questions & Inquiries

Questions and inquiries, written, will be accepted from any and all firms. Material questions will be answered in writing and will be provided to the proponents who have notified the CVRD of their intention to submit as per this RFP provided however, that all questions are received no later than one week prior to the closing date.

5. Award

The award of this Proposal will be based upon the most qualified Proponents that can provide the service required at a reasonable cost while having the greatest overall benefit to the CVRD. Price shall be considered, but need not to be the sole determining factor. Acceptance of any proposal shall be by contract with the CVRD.

6. Proposal Format

Please follow the structure of this document in your Proposal (i.e., use the same part, section, structure and identification). The CVRD discourages overly lengthy and costly proposals; however, in order for the CVRD to evaluate Proposals fairly and completely, proponents should follow the format set out herein and provide all of the information requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their Proposal. All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed in the envelope provided.

Bound Proposals shall be submitted on double sided paper. Color brochures are acceptable. Proponent must clearly mark their original submission.

7. Schedule

The CVRD reserves the right to revise the dates in this Proposal or to cancel this Proposal without penalty or cost to the CVRD.

Event	Date
Release of RFP	February 21, 2017
End of Question Period	One week prior to closing
RFP Closing	Not Later Than 2:00:00 O'clock P.M. Local Time March 15, 2017
Step One and Step Two Evaluation	March 27, 2017
Step Three Evaluation (if required)	
Contract Start Date	April 18, 2017

The CVRD reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages incurred by any proponent, including, without limitations, any expenses incurred in the preparation of the submission.

8. Pricing

All prices will be quoted in Canadian dollars.

The lowest or any Proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

Each proponent will be fully responsible for the validity and accuracy of all costs and rates identified in its response to the Request for Proposal.

Quoted prices/rates shall remain firm for the duration of the contract period.

9. Acceptance Period

All Proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of one hundred and twenty (120) days

10. Proponent Contact

Provide the contact information of one representative for all communication concerning the Request of Proposal process.

11. Supplemental Information

Subsequent to the formal closing of the Proposal, the CVRD may request additional information about the proponent's Proposal by sending a signed fax inquiry to the proponent's contact. The proponent will provide a signed written response. The CVRD may require interviews to clarify a proponent response.

12. Proponent Incurred Costs

All costs incurred in the preparation and presentation of the Request for Proposal shall be wholly absorbed by the proponent. All supporting documentation, details and manuals submitted with the Proposals shall become the property of the CVRD. Proponents are advised that the information provided in this Proposal shall be at their own expense for all costs related to the submission of the RFP.

13. Third Party Proponent

Proponents must disclose the use of any third party proponent.

14. Freedom of Information

All information obtained by the proponent in connection with this Proposal is the property of the CVRD and shall be treated as confidential and not used for any purpose other than for replying to this Proposal and for fulfillment of any subsequent contract. Proponents may declare confidentiality of their Proposal; however, the CVRD is required to adhere to the requirements of the Freedom of Information and Protection of Privacy Act, as amended.

15. Workplace Safety & Insurance Board

The Successful Proponent will be required to show proof of Workplace Safety & Insurance Board coverage.

16. Insurance Requirements

The Successful Proponent shall at all times during the currency of the TERM of this AGREEMENT and any extension or renewal thereof, at its own expense, obtain and provide the CVRD with evidence of:

a) Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than One Million (\$1,000,000.00) per occurrence. Such policy shall name The CVRD as an additional insured with respect to the liability arising out of the operations of the named insured.

The Successful Proponent shall deposit with the CVRD, prior to entering into this AGREEMENT, a Certificate of Insurance.

If such policy is cancelled, changed or materially altered in any way that would affect the CVRD, thirty (30) days prior written notice by registered mail will be given by the Successful bidder's insurer to the CVRD.

The CVRD reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this AGREEMENT as the CVRD may reasonably require from time to time.

Indemnification

The proponent will be required to agree to the following respecting liability and indemnity:

The proponent agrees that the Cowichan Valley Regional District (referred hereinafter as the CVRD) shall not be liable for any injury or damage (including death) to any employees, officer or agent of the proponent, unless the injury loss or damage is caused by the negligence of an officer or employee of the CVRD while acting within the scope of his/her employment.

The proponent agrees that it shall, at all times, indemnify and save harmless the CVRD, and each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the CVRD in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the proponent or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the proponent under this contractual agreement.

b) Professional Liability Insurance with a minimum per claim limit of not less than One Million (\$1,000,000.00), and a minimum annual aggregate of not less than Two Million (\$2,000,000.00).

17. Proposal Evaluation

- Following the close of the Proposal call, all Proposals will be evaluated;
- The CVRD, at its sole discretion may negotiate any aspect of any Proposal with one or more of the proponents at any time;
- Negotiations with any proponent shall not oblige the CVRD to enter into a contract with any proponent or be construed as an acceptance of the Proposal;
- All negotiations shall be in writing, in a form satisfactory for inclusion into the contract;
- In addition to reviewing the written Proposals, the evaluation process may include a formal interview with one or more of the proponents involved in the Proposal to allow the CVRD team to verify the capability and resources of the proponent;
- All costs associated with the preparation of the Proposal will be the responsibility of the proponent and will not be recoverable from the CVRD; and
- All proposals shall become the property of the CVRD.

18. Selection Criteria

The CVRD may select a Proposal, which can satisfy the requirements of the Proposal in a practical manner with assured project management and control. The selection will be based on but not limited to the following criteria, and not necessarily in the order shown below:

- The Proponent's financial capabilities.
- The Proponent's understanding of the CVRD's requirements for services.
The Proponent's demonstrated ability to carry out the work including qualifications & affiliations.
- The Proponent's relevant and Successful experience in carrying out similar projects.

- History of the firm or firms involved in the project (names and experience of key individuals involved is required with submission).

The Proposals will be reviewed and rated based on the completeness of the Proposal, the experience and qualifications of the team members.

19. Errors and Omissions

It shall be understood and acknowledged that while this Proposal includes basic specifications, minor items or details not herein specified, but obviously required, shall be provided as if specified in conformance with modern practices and workmanship. Any omissions or errors or misinterpretation of these requirements and specifications or within the proposal bid shall not relieve the proponent of the responsibility of providing the goods as aforesaid.

20. Non Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of their Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without collusion or fraud. If the CVRD discovers there has been a breach of this requirement at any time, the CVRD reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

21. Termination

Termination for Convenience: The CVRD may terminate a contract, in whole or in part, whenever the CVRD determines that such termination is in the best interest of the CVRD without showing cause, upon giving written notice to the Proponent. The CVRD shall pay all reasonable costs incurred by the Proponent up to the date of termination. However, in no event shall the Proponent be paid an amount, which exceeds the price bid for the work performed. The Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Proponent has not performed or has unsatisfactorily performed the contract, the CVRD may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the CVRD. Failure on the part of a Proponent to fulfill contractual obligations shall be considered just cause for termination of the contract. The Proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the CVRD in re-procuring and completing the work

22. Contract for Professional Consulting Services

The Successful Proponent will be required to execute the attached "Contract For Professional Consulting Services". No other form or agreement will be signed or accepted. The Successful Proponent will be issued a purchase order by the CVRD.

23. Conflict of Interest

All Proponents shall disclose to the CVRD any potential conflict of interest. If such conflict of interest does exist, CVRD may, at its discretion, withhold the award. If during the Proposal evaluation process or the negotiation of the contract, the Consultant is retained by another client giving rise to a potential conflict of interest, then the Consultant will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

24. Intent of Award

CVRD reserves the right to make an award based on the following considerations:

- a) Is the intention of the proponent clear from the Proposal documents?

- b) Has the proponent made a conscientious attempt to comply with the requirements?
- c) Are the best interests of the CVRD being served?

25. Litigation

CVRD reserves the right to reject any bids received from a company, that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the CVRD, or who has given notice to the CVRD of its intent to commence litigation or other legal proceedings against CVRD.

26. Sub-consulting

The Successful Proponent shall not assign the agreement or retain subcontracting without the prior written consent of the CVRD. No assignment or subcontract shall relieve the Successful Proponent from the obligation set out in this document or impose any liability on the CVRD.

In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications.

All known sub-Consultants must be listed in the Proposal submission. Sub-Consultants not listed in the Proposal submission must be approved by the CVRD or his authorized designate prior to any commencement of work.

27. Limited Submissions Received

In the event that the CVRD receives less than three Proposal submissions, the CVRD, at its sole discretion, reserves the right not to proceed with the opening of the submissions and may delay or change the closing date and may cancel the process as it deems appropriate.

28. Consultant's Responsibility

The Consultant shall carefully examine all Proposal documents for this contract, to determine the extent of work. By submitting a Proposal the Consultant acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The CVRD will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that by submitting a Proposal by the Consultant serves as his stated commitment to fulfill all of the conditions referred to in this Proposal.

29. Right to Audit

The CVRD shall have the right to audit or appoint an independent Chartered Accountant or public accounting firm to audit all financial and related records, including payroll records associated with the contract kept by or under control of the proponent, including the proponent's employees, agents, assigns, successors, and subcontractors. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the CVRD unless the audit identifies or discloses overpricing or overcharges, the proponent shall reimburse the CVRD for the actual cost of the CVRD's audit.

The proponent shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this contract, including any and all renewals.

All information requested or required pursuant to this right to audit, shall be made available during normal business hours at the proponent's office or place of business. This right to audit shall not be constructed to limit, revoke, or abridge any other rights, powers, or obligations relating to the audit,

which the CVRD may have by Municipal, Provincial, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

This right to audit shall survive the completion, expiry or termination of this agreement.

30. Taxes

The CVRD is requires the identification of both GST and PST paid for all goods, materials, labor, services and equipment. These applicable taxes must be shown separately and are not to be included in the unit prices or sub-total prices.

31. Award of Contract

Notice of acceptance of the Proposal award of the Contract for the Project will be given to the Successful Proponent by the CVRD by written Notice of Award.

The Proponent to whom this contract is awarded will be required to execute and return the contract within ten (10) days from the Notice of award mailing date by the CVRD the following items:

Two copies of the executed:

1. Contract for Professional & Consulting Services
(Please ensure that the Company name is identical in all aspects to that of your Corporate Seal. In the event a Corporate Seal is not available, a Corporate Status Certificate or a notarized copy of the Corporation's articles of incorporation or letters patent must be provided.)
2. Insurance certificate
3. WorkSafe Clearance Certificate

33. Addenda

During the Proposal period only proponents who have submitted a notice of intent to submit will be notified of addenda to required additions to, deletions from, or alterations to the requirements of the Proposal Documents. Addenda shall become part of the Proposal Documents. Proponents shall include the cost implications of all addenda in the Base Proposal.

The requirements of all addenda issued during the open call for proposal shall be included.

The onus is on the Proponent to ensure they have received all addenda issued.

EVALUATION OF PROPOSAL

At the close of the Proposal call, all Proposals will be evaluated by an Evaluation Team. The Evaluation Team will be composed of CVRD staff and others as deemed necessary. Selection of the Successful Proponent will be based on the Proponent providing the greatest overall value to the CVRD and will include the Proponent's compliance in meeting the RFP requirements.

Following Proposal evaluation, negotiations with any Proponent shall not oblige the CVRD to enter into a contract with any Proponent(s) or be construed as an acceptance of the Proposal. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All Proposals shall become the property of the CVRD. All costs associated with the preparation of the Proposal will be the responsibility of the Proponent and will not be recoverable from the CVRD.

Proposals received before the Closing Deadline on time will be reviewed. Proponents may be contacted to explain or clarify their Proposals however they will not be permitted to alter information as submitted. A Proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) arriving before the Closing Deadline will be evaluated.

Short-listed Proponents may be requested to attend a meeting, clarify points, and show samples of previous successes. Scores will then be adjusted accordingly and the first ranked Proponent determined.

References, credit checks, or any other type of information that will aid the CVRD in its selection may be obtained and used by the CVRD in its evaluation of Proposals. The CVRD reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

The CVRD reserves the right to reject Proposals in accordance with the evaluation criteria and process /method outlined in the RFP in its sole and absolute discretion. The CVRD reserves the right to select and retain the Proponent it deems most appropriate for the work at its sole and absolute discretion.

Evaluation Process

Step One Evaluation – Written Proposals

During Step One of the evaluation process, the Evaluation Team will independently read, review and evaluate each Proposal on the basis of the technical evaluation criteria and as depicted on the Proposal Evaluation scoring sheet contained herein. In submitting a Proposal, each Proponent agrees to be bound by the evaluation of the Proposal. Scores shall be from 0 to 10 points in each of the technical evaluation criteria listed. The criteria point score shall be multiplied by the weight factor to obtain a criteria score. Criteria scores shall be totaled for the Proponent's total score. The Evaluation Team will form a consensus evaluation score for each Proponent and a composite rating is developed which indicates the Evaluation Team's collective technical ranking of the highest rated technical Proposals in a descending order.

Proponents must achieve a minimum score of seventy percent (70%) in Step One evaluation of the technical proposal.

Step Two Evaluation – Cost Proposal

Once Proponents have successfully passed Step One of the evaluation process, the sealed pricing envelope submitted by those successful Proponents only will be opened and evaluated for price by calculating the Price per Point. Price per Point shall be calculated as follows: Total Price (as calculated on the Cost Proposal) divided by the Total Awarded Score.

The sealed pricing envelopes submitted by the Proponents that did not pass Step One will be returned unopened.

Upon completion of Step Two Evaluation, the Evaluating Team will determine if Step Three Presentations will be required in order to determine the preferred Proponent.

Step Three Evaluation – Presentations (Optional)

As a part of the proposal evaluation, the CVRD may request that the top ranked Proponent(s) from the Step 2 evaluation conduct a presentation to demonstrate all aspects of their written proposal submission to the Evaluation Team, to verify the appropriateness of the evaluation of the written proposal and allow the Evaluation Team to re-assess where necessary.

The intent of the presentation is to:

- Present the proposed key resources who will be assigned to the project;
- Clarify the Evaluation Team's understanding of the written proposal. Clarification may require written confirmation; and
- Allow the Evaluation Team to further assess the Proponent's ability to meet the project's requirements and the CVRD's business needs.

A Presentation will be booked with the short listed Proponent(s). A schedule and agenda for the presentation will be made available to the Proponent(s) prior to this step of the evaluation process. The Evaluation Team may amend the evaluation score for a written proposal based on a presentation. The Evaluation Team will re-visit its consensus evaluation score of each Proposal and form a final consensus evaluation score for each Proposal in order to arrive at a final ranking.

Shortlisted Proponents that are requested to conduct a presentation to the Evaluation Team must ensure that the resources identified in their written proposal be involved during the presentation.

The top ranked Proponent which the CVRD, in its sole discretion, deems to be best suited for this contract shall be notified and will conduct all subsequent negotiations and will make a recommendation for the contract award.

1. Evaluation Scoring Sheet

Proponent: _____

Criterion	Maximum Points	Weight Factor	Independent Review Points x Wgt = Score
1. Company Profile	01 2 3 4 5 6 7 8 9 10	10	
2. Project Experience	01 2 3 4 5 6 7 8 9 10	10	
3. Project Team Organization and Qualifications	01 2 3 4 5 6 7 8 9 10	20	
4. Methodology and Work Plan Description	01 2 3 4 5 6 7 8 9 10	25	
5. Detailed Work Schedule and Staff Allocation	01 2 3 4 5 6 7 8 9 10	15	
6. Cost and Schedule Controls	01 2 3 4 5 6 7 8 9 10	15	
7. Design and Clarity of Proposal	01 2 3 4 5 6 7 8 9 10	5	
Total Score		100	
Proposal Cost			\$
Cost Per Point Value (Proposal Cost divided by Total Score)			

Instructions to Evaluator: Complete a separate evaluation form for each Proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified Proponent's Proposal.

Committee Member (please print): _____ Dept.: _____

Signature: _____ Date: _____

2. Proposal Evaluation Table

RATING		DESCRIPTION
10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the CVRD's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the CVRD's needs.
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Poor to Very Poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1		Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

CVRD PROPOSAL TERMS & CONDITIONS

1. Scope:

These Terms and Conditions form a part of each Proposal, and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

Any contracts issued by the Cowichan Valley Regional District (CVRD) further to this Request for Proposal will bind the Proponent to the terms and conditions herein set forth, except as specifically qualified in the Special Provisions issued in connection with any individual proposal and except as negotiated between the Cowichan Valley Regional District and the Proponent.

2. Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The correct Proposal form, as supplied by the CVRD must be used and returned in the envelope provided, addressed to the Manager, 175 Ingram Street, Duncan, British Columbia V9L 1N8, on or before the specified Proposal Closing Date and Time. **PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE CONSIDERED. THIS APPLIES TO PROPOSALS SENT BY MAIL OR DELIVERED IN PERSON. PROPOSALS RECEIVED BY FACSIMILE (FAX) WILL NOT BE CONSIDERED.**
- b) All Proposals must be legibly written in ink or by typewriter and **ALL REQUIRED ITEMS MUST BE COMPLETED**, unless otherwise specified, with the unit price for every item and other entries clearly shown.
- c) The Proposal must not be restricted by a statement added to the Proposal form or a covering letter or alterations to the Proposal form provided by the CVRD (unless otherwise specified).
- d) Adjustments by telephone, email, facsimile (FAX) or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.
- e) The Proponent declares that the Proposal is NOT made in connection with any other Proponent submitting a bid for the same work and is in all respects fair and without collusion or fraud.

The Proposal form(s) must be signed in the space(s) provided on the form, with the signature of the Proponent or of a responsible official of the organization submitting a Proposal. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he shall sign separately on behalf of each Proponent. In the case of an incorporated Company, the corporate seal must be affixed to the Proposal forms.

2. Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization submitting the Proposal.
3. All information required in the Proposal forms in connection with each item against which a Proposal is submitted must be given to constitute a valid Proposal.

4. Insurance Requirements

The Contractor covenants and agrees to carry such insurance as may be required by the Cowichan Valley Regional District, and to furnish satisfactory proof thereof when required by the CVRD within ten (10) days from the date of request.

5. Goods and Services Tax (GST)

The CVRD is required to pay the Goods and Services Tax on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.

6. Omissions and Discrepancies

Should a Proponent find discrepancies prior to the closing date or omissions from the documents, or be in doubt as to their meaning, they should notify the Manager, Environmental Services as soon as possible, who may make an addendum available on the CVRD website.

7. Withdrawal of Proposal Prior to Opening

A Proponent who has submitted a Proposal on a Request for Proposal may request that it's Proposal be withdrawn (adjustments or corrections to Proposal submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this Proposal. Withdrawal requests may be directed to the official receiving the bids, by email, letter, facsimile (FAX) or in person. Telephone requests will not be considered.

Withdrawal requests received after the closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

NOTE: The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same Request for Proposal prior to the specified Proposal closing time.

8. Withdrawal of Proposals During a Proposal Opening

A Proponent may withdraw Proposals prior to RFP closure date. Proposals withdrawn under this procedure cannot be reinstated.

9. Award

- a) The CVRD reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Request for Proposal, and to award contracts to one or more Proponents; to reject any and all Proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the CVRD will be served.
- b) The CVRD reserves the right to make awards within sixty (60) days from the date Proposals are opened, unless otherwise specified in the Request for Proposals, during which period the Proposal shall not be withdrawn unless the Proponent distinctly states in his Proposal that acceptance thereof must be made in a shorter specified time.
- c) A Proponent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Request for Proposals.
- d) All things being equal, preference will be given to purchases firstly to supplies and services of local manufacturers, secondly to supplies and services offered by local suppliers and thirdly to supplies and services of Canadian owned companies.

10. Contract

- a) Each Proposal will be received with the understanding that the acceptance in writing by the CVRD of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the

Proponent and the CVRD, which shall bind the Proponent on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted Proposal and specifications and PROPOSAL TERMS AND CONDITIONS, and the CVRD on its part to take delivery of and pay for the commodities at the contract prices, unless the contract is negotiated or the Proponent withdraws his Proposal.

- b) No alterations or variations of the terms of the contract shall be valid or binding upon the CVRD unless authorized in writing.
- c) It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm Company or corporation without the previous written consent of the CVRD.
- d) The placing in the mail to the address given in his Proposal or delivery of a notice of award to a Proponent will constitute notice of acceptance of a Proposal. When so requested by the CVRD the Contractor shall execute a formal contract with the CVRD for the complete performance specified therein.
- e) The contract may be cancelled by the CVRD upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance security within the (10) days from date of request.
- f) Failure of the Contractor to deliver within the time specified or within reasonable time as interpreted by the CVRD, or failure to make replacements of rejected commodities when so requested, will constitute authority for the CVRD to purchase in the open market to replace the commodities rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse the CVRD for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities.

However, should public necessity demand it, the CVRD reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the CVRD.

- g) When commodities are rejected, same must be removed by the Contractor from the premises of the CVRD within forty eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery, in which case the CVRD may take such action as it deems necessary.

Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the CVRD shall have the right to dispose of them as its own property.

- h) The CVRD reserves the right to remove from the list of Proponents, for an indeterminate period, the name of any Proponent or Contractor for unsatisfactory performance of contract.

16. Contract Guarantee

Contractor hereby covenants and agrees:

- a) To perform the contract in accordance with the specifications under which the contract is awarded.
- b) To save CVRD, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.
- c) To guarantee his work against defective materials or workmanship and to replace any damage or marring occasioned in transit. This guarantee to be in writing with his Proposal, stating period of guarantee.
- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other Contractors.
- e) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the Corporation.

17. Delivery

- a) All bids shall be F.O.B. Destination, Duncan, British Columbia unless otherwise noted on the Proposal forms.
- b) Any equipment delivered must be standard new equipment or material of the latest model except as otherwise specifically stated in the Proposal. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- c) Materials and supplies must be new items except as otherwise specifically stated in the Proposal.
- d) Delivery must be made as ordered and in accordance with the Proposal. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt shall rest with the Contractor.
- e) Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers, the containers to remain the property of the CVRD unless otherwise stated in the Proposal.
- f) Where materials are furnished for a specified price per unit of weight, the CVRD reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.

18. Inspections and Tests

- a) The inspection of commodities and the making of chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the CVRD.

- b) Any material or work which fails in any way to meet the terms of the contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the CVRD shall be final.
- c) All costs associated with the inspection or testing of any material or work shall be borne by the Contractor.

19. Payment

- a) All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the CVRD's authorized designate.
- b) Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.
- c) All charges against the Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the CVRD, on demand, the amount of such charges.

APPENDIX A: INVOICE SUMMARY TEMPLATE

PROJECT TITLE:

Invoice Summary

For invoices dated:

Tasks

Completed:

Project Summary:

TASK #	Contract Amount	Previously Billed	% Billed	+ % This Invoice	Current Invoice	% Task Complete	Notes
TASK 1	\$ -	\$ -	0%	0%	\$ -	0%	
TASK 2	\$ -	\$ -	0%	0%	\$ -	0%	
TASK 3	\$ -	\$ -	0%	0%	\$ -	0%	
TASK 4	\$ -	\$ -	0%	0%	\$ -	0%	
TASK 5	\$ -	\$ -	0%	0%	\$ -	0%	
TASK X	\$ -	\$ -	0%	0%	\$ -	0%	
SUBTOTAL	\$ -	\$ -	0%		\$ -		
GST @ 5%							
PST @ 7%					\$ -		
TOTAL THIS INVOICE					\$ -		\$ -

invoiced