

(TO BE RETURNED WITH PROPOSAL)



COWICHAN VALLEY REGIONAL DISTRICT

IDENTIFICATION SHEET

REQUEST FOR PROPOSAL NO. ES-026-17

FOR THE PROVISION OF

**Consulting Services for Structured Decision Model (SDM) Framework for the
Identification of Future Water Storage Needs for the Cowichan Lake System**

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	

Kate Miller
MANAGER

Hamid Hatami
DIRECTOR/ MANAGER

Engineering Services
DEPARTMENT

COWICHAN VALLEY REGIONAL DISTRICT
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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 undertake a transparent and public facing process utilizing a Structured Decision Model (SDM) approach to determine a target storage volume for a future water license application for Lake Cowichan.

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 has a total of \$180,000 inclusive of taxes available to undertake this process which should be used both for the process described below as well as any necessary data and information gathering required to make a recommendation.**

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.

TERMS OF REFERENCE

Cowichan Lake Storage Analysis and Water Supply Target Development – Establishment of future storage needs for the Cowichan Lake System utilizing a Structured Decision Model (SDM) framework.

Background and Problem Statement

Since 1957, the Cowichan Lake weir has provided storage in Cowichan Lake to support water withdrawals from the Cowichan River for industrial process water at the Crofton Pulp Mill and to maintain a minimum instream conservation flow of 7.0m³/s downstream of the weir. Crofton Pulp Mill, the largest employer in the Region, has held the water storage license since 1957. There is no current conservation license on the lake to support spring and summer base flows in the Cowichan River, nor do communities have water storage licenses in place for the public good.

The Cowichan system provides a number of critical community-based benefits including, but not limited to:

- Cultural and Spiritual values between the river and Cowichan Tribes, the largest First Nations in British Columbia, as well as the Lake Cowichan First Nations who hold substantial cultural and economic values related to the Lake and the upper watershed;
- Drinking water supply for communities around the lake (including the Town of Lake Cowichan whose intake is directly impacted by low storage levels), private residences along the mainstem of the river, the Town of Crofton and the communities surrounding the City of Duncan via linked surface/ground water systems (Foster/Allen 2015). In total, the watershed currently supports over 18,000 domestic, commercial and industrial water connections;
- Sewage treatment dilution. Two sewage treatment facilities rely on the Cowichan System for sewage dilution, one for the town of Lake Cowichan at the top end of the system and the other in the lower reaches which provides service for Duncan, Cowichan Tribes, the south end of North Cowichan and the surrounding electoral areas. The lower facility is proposed to support a population of up to 70,000 as its full build out;
- Economic, recreational and industrial (including forestry and agriculture) activities which make the region a desirable place to live, build businesses and attain a stable tax base for orderly governance;

- Finally, the Cowichan system and its ecological health provide a substantial intrinsic value to the CVRD and its residents as well as the province as a whole. The Cowichan drives a sense of place and wildness that is becoming rare – that of the mighty Cowichan, underwriting its heritage river status. In addition, its unique fisheries and their local and regional importance is a key value at risk in low water;
- With current summer water deficits and the growing demand on the system, secure long term water storage volumes are at risk making action critical at this point to ensure that strategies are developed now for future storage. Projections by the Pacific Climate Impacts Consortium (2017) indicate that what is currently considered a drought year will shift to represent a baseline or even wet hydrological cycle by the 2050 - 2080s, thus moving the supply problem to an issue which cannot be managed by adjustments to the existing storage capacity; and
- Public discourse has been largely focused on the concerns to fisheries and private property impacts due to increased water levels and, more recently, the impact of low water levels on both residential and recreational users. Ongoing impacts of summer droughts have expanded interest in addressing the issue in a timely manner using a fair, open and transparent process.

There is a need to establish a long term water supply target that meets current and future needs of the community which is balanced and takes into consideration the variety of issues that will face the community in the future.

Objectives of the Overall Project

The Cowichan Watershed needs a long term water security plan in place; it is also clear that there is a measure of public concern regarding potential impacts of increasing water supply. The challenge we face is in determining and balancing the impacts and consequences in making a decision on storage requirements. We are proposing the use of a structured decision model (SDM) approach to quantify these impacts and benefits in order to determine a optimal water storage target to inform a potential future licence. The CVRD and its partners are seeking a consulting group that will be able to act as a neutral 3rd party in the development and delivery a SDM process, and development of a recommended storage target. The process and consultation must be maintained as fair, equitable and transparent but also allows the partners, should they wish, to participate as stakeholders.

The anticipated process must explore and develop a water supply target which takes into consideration the following key objectives:

- Mitigate drought failure risk (based on current and future climate conditions);
- Protect or improve the health of aquatic and riparian ecosystems throughout the year, including protection and improvement of fisheries resources;
- Consider and protect First Nations' rights and title;
- Consider and abate potential flooding effects on Cowichan Lake and River;
- Consider the economic effects on lakeshore properties from various water level conditions (flooding, desiccation, erosion);
- Consider community and social effects;
- Reduce the effects of changes to water levels on the lake and river (access, infrastructure, erosion, biodiversity, etc.);
- Protect a wide range of both lake and river recreational values;
- Improve agricultural benefits by including current and projected future needs in supply calculations;
- Support long term industrial and economic investments and business continuity in the region;
- Support long term water quality management objectives; and
- Ensure the process is open, fair and transparent to the public, local governments and the regulatory agencies.

Key participants that must be consulted and included in the process:

- First Nations
- Federal Government (Fisheries and Oceans Canada)
- Provincial Government (Ministry of Forest Lands and Natural Resources, Ministry of Environment, Ministry of Agriculture)
- Local Government
- Catalyst Pulp and Paper

Other Interests That Should Be Included:

- Cowichan Watershed Board and Technical Advisory Committee
- Stewardship Groups
- Forestry land tenure holders and managers
- Chinook Recovery Team
- Lake Cowichan Lamprey Recovery Team
- Lakeshore property owners who may be directly impacted by works
- The general public at large
- Others as they emerge where necessary

KEY MILESTONES

The Proponent will be expected to develop and deliver a process and public consultation mechanism whereby the following milestones will be achieved:

- Clarifying the decision context;
- Defining objectives and measures;
- Developing alternatives;
- Estimating consequences;
- Determining and evaluating tradeoffs and select preferred storage target – provide a report on the tradeoff analysis and public process; and
- Final Reporting – provide both an interim and final report on the recommended storage solution and its implications.

The process to achieve the milestones and objectives above should take into consideration the following key components to ensure the effectiveness and balance in the ultimate recommendation(s):

- Develop a structured process – clear steps (a road map) and well defined roles for stakeholders, decision makers and technical experts help keep the decision process on track;
- Developing structured judgment processes – deconstructing and simplifying complex judgments help experts, stakeholders and decision makers think clearly about complex problems and make better and more transparent judgments;
- Directly addressing what matters – even when what matters is hard to value using conventional economic methods;
- Linking analysis and consultation – creating linkages among decision-making tasks makes the decision process more efficient and improves the relevance of technical and stakeholder inputs to decision making;
- Providing a sound technical basis for decisions – rigorous evaluation of the consequences of proposed alternatives to the development of a strong decision-relevant information base including economic, environmental and socio-economic analyses;
- Providing an explicit values-basis for decisions – explicitly incorporate the values of stakeholders and decision makers in a structured and transparent way;
- Exposing choices – choices among competing objectives are at the core of difficult decisions, address them directly;
- Exploring creative solutions – emphasizing the search for joint gains and exposing the nature and magnitude of residual effects;

- Clarifying risk – help people deal clearly and consistently with uncertainty, explore risk tolerance, make judgments about acceptable levels of risk and precaution, and find creative ways to manage residual risk; and
- Level the playing field – distilling complex technical analyses into a small number of well understood performance measures and carefully separating value judgments and technical judgments ensures anyone with a stake in the decision can participate at an appropriate level, whether they have technical expertise or not.

Deliverables:

The order of the deliverables is schematic in nature and the proponent is invited to put forward their own suggested process.

- Structured process logic model and mechanism;
- Public consultation and input strategy;
- Identify regulatory considerations with any storage option considered (e.g., Fisheries Act);
- Delivery of stakeholder and public consultation process to inform decision model;
- Identify areas in which additional knowledge acquisition is required and support such acquisition if appropriate and possible;
- Develop and deliver relevant public communications;
- Analysis of issues and inputs;
- Delivery of SDM framework and trade off analysis;
- Public presentation – gap assessment;
- Draft report on issues, process and trade off analysis;
- Final report and recommendation on water supply target and recommended option to achieve that target; and
- Presentation to CVRD Board and public.

CVRD and Partners Will Provide:

- Venues where appropriate;
- Technical staff where appropriate;
- Background studies and information acquired to date;
- Access to CVRD PlaceSpeak web-based public input platform should it be appropriate;
- Identification of CVRD Project Manager who will act as the intermediary with the Project Administrative team; and
- CVRD Communications Manager input.

PROPOSAL SUBMISSION REQUIREMENTS

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be 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 (one) 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 (or logic model) without fees and one (1) folded 11"x17" sheet for the Detailed Work Schedule (or logic model) with fees included. 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 development of the SDM and the subsequent report and recommendations. Proposals should demonstrate extensive knowledge of SDM process and values-based assessments, meaningful public engagement, consultation of First Nations, watershed management and resource allocations. Proposals should also demonstrate the capability to write clear, concise and comprehensive reports suitable to underwrite resource decisions.

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 resource master planning;
- Experience with development of SDM and multivariate process including the development of transparent tradeoffs;
- Experience with adaptive watershed management;
- Experience developing and implementing strategy for engaging with First Nations and consulting the general public (including experience with communication issue management, engagement, facilitation, audience analysis and gathering and analyzing feedback);
- Ability to develop supporting documentation and informatics for use in public consultation;
- Experience working with local governments, particularly regional districts, on matters including: cost-benefit analyses, 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 (5) years with project description, project costs at award and final costs of projects. Preference will be given to:

- Experience preparing resource master planning for small and rural communities;
- Experience in policy development as related to water and resource 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 dealing with highly politicised decisions.

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 ultimate target for water storage using a SDM approach;
- 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 with proposed fees 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.

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; and
- Identified strategies to ensure appropriate resources are applied to enhance knowledge or sectoral input in areas where such information may be lacking (e.g. impacts on property owners, agricultural or commercial sectors).

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; and
- 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 out program costs and milestone deliverables by year.

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.

EVALUATION OF PROPOSALS

At the close of the Proposal call, all Proposals will be evaluated by an Evaluation Team. The Evaluation Team will be comprised 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.

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 top-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 internally 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 developed which will indicate 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, Price per Point shall be calculated as follows: Total Price (as calculated on the Cost Proposal) divided by the Total Awarded Score.

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 to 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.

Short-listed 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 be recommended for the contract award.

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): _____ Department: _____

Signature: _____ Date: _____

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.

(TO BE RETURNED WITH PROPOSAL)

PROPOSAL SHEETS

To provide services for the development and utilization of a structured decision model (SDM) framework for the determination and recommendation of a future water storage volume for the Cowichan Lake System 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	\$

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.

EMAIL 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 electronic copy) must be submitted in a SEALED ENVELOPE to the CVRD's office, 1st Floor, 175 Ingram Street, Duncan, British Columbia, V9L 1N8, NOT LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME **June 13, 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.

Proponent 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.

2. Clarification

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

Kate Miller, Manager, Environmental Services, 250.746.2509, kmiller@cvr.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 RFP request.

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

3. 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

4. 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.

5. 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. Colour brochures are acceptable. Proponent must clearly mark their original submission.

6. 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	May 23, 2017
End of Question Period	One week prior to closing
RFP Closing	Not Later Than 2:00:00 O'clock P.M. Local Time June 13, 2017
Step One and Step Two Evaluation	June 20, 2017
Step Three Evaluation (if required)	
Contract Start Date	July 10, 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.

7. 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.

8. 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

9. Proponent Contact

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

10. Supplemental Information

Subsequent to the formal closing of the Proposal, the CVRD may request additional information about the Proponent's Proposal. The CVRD may require interviews to clarify a Proponent's response.

11. 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.

12. Third Party Proponent

Proponents must disclose the use of any third party Proponent.

13. 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.

14. Workplace Safety & Insurance Board

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

15. 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:

Indemnification

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

The Proponent agrees that 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.

The Proponent will provide:

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

16. 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.

17. 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 Proposal. 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.

18. 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.

19. Contract for Professional Consulting Services

The Successful Proponent will be required to execute the CVRD's "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.

20. 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.

21. 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?

22. 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.

23. 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.

24. Limited Submissions Received

In the event that the CVRD receives less than three (3) 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.

25. 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, the Consultant serves his stated commitment to fulfill all of the conditions referred to in this Proposal.

26. 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 (7) 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.

27. Taxes

The CVRD requires the identification of both Goods and Services Tax (GST) and Provincial Sales Tax (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.

28. 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.

29. 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.