



Request for Proposals
For
CVRD Regional Dam Safety & Risk Analysis

Request for Proposals No.: **R17-29**

Issued: **Monday, January 08, 2018**

Submission Deadline: **Thursday, January 25, 2018 02:00:00 PM local time**

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ANNEX A - SERVICE AGREEMENT

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Cowichan Valley Regional District (the “CVRD”) to prospective proponents to submit proposals for **CVRD Regional Dam Safety & Risk Analysis** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Cowichan Valley Regional District (CVRD) is seeking the services of a qualified proponent to provide support for the development of Regional Dam Safety Analysis and Risk Assessment using qualitative and quantitative methods, to analyze dam structures for failure mode level.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Anthony Jeffery: purchasing@cverd.bc.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the CVRD, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the CVRD for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. It is the CVRD's intention to enter into an agreement with only one (1) legal entity.

1.4 RFP Timetable

| | |
|------------------------------------|---|
| Issue Date of RFP | Monday, January 08, 2018 |
| Pre-Bid / Site Meeting | Wednesday, January 17, 2018 10:00 AM local time |
| Deadline for Questions | Friday, January 19, 2018 [4:00 PM] local time |
| Deadline for Issuing Addenda | Monday, January 22, 2018 [4:00 PM] local time |
| Submission Deadline | Thursday, January 25, 2018 02:00:00 PM local time |
| Rectification Period | 5 business days |
| Anticipated Ranking of Proponents | Wednesday, January 31, 2018 |
| Contract Negotiation Period | 10 calendar days |
| Anticipated Execution of Agreement | Thursday, February 1, 2018 |

The RFP timetable is tentative only, and may be changed by the CVRD at any time. For greater clarity, business days means all days that the CVRD is open for business.

The CVRD will conduct a tour of the sites. The tour will begin at 175 Ingram Street, Duncan, BC V9L 1N8. Please email purchasing@cverd.bc.ca if you plan on attending.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted to Prescribed Location

Proposals must be submitted at:

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted to the email address set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. The CVRD does not accept any responsibility for proposals delivered to any other email address or by any other means by the proponent. Proponents are advised to submit their Proposals well before the deadline. Proponents submitting proposals near the deadline do so at their own risk. Proposals will be deemed to be received when they enter into the CVRD system and the CVRD accepts no responsibility for proposals sent prior to the deadline that fail for any reason to enter into the CVRD system by the deadline.

The determination of whether the proposal is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by the CVRD's server, whether or not accurate.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents must submit one electronic copy of their proposal to the email address noted in 1.5.1. The email should indicate the RFP title and number (see RFP cover page) in the subject line and the full legal name of the proponent in the body of the email.

Proponents should note that the maximum acceptable email size is 8MB. If greater than 8MB, proponents should email proposals in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the Submission Deadline.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in the same prescribed format as detailed in 1.5.3. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be emailed to the RFP Contact in the same prescribed format as detailed in 1.5.3 and must be signed by an authorized representative of the proponent. The CVRD is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The CVRD will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the CVRD will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the CVRD issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The CVRD will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the CVRD as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The CVRD will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the CVRD. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the CVRD or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. Negotiations may include requests by the CVRD for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the CVRD for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The CVRD intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the CVRD invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the CVRD may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the CVRD elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the CVRD may consider the proponent's past performance or conduct on previous contracts with the CVRD or other institutions.

3.1.5 Information in RFP Only an Estimate

The CVRD and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the CVRD

The CVRD will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The CVRD makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The CVRD may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The CVRD is under no obligation to provide additional information, and the CVRD is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The CVRD is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the CVRD, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the CVRD. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the CVRD determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the CVRD may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the CVRD may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The CVRD may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the CVRD and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the CVRD's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the CVRD in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The CVRD may disqualify a proponent for any conduct, situation or circumstances, determined by the CVRD, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The CVRD may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the CVRD determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the CVRD; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The CVRD may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the CVRD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the CVRD

All information provided by or obtained from the CVRD in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the CVRD and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the CVRD; and
- (d) must be returned by the proponent to the CVRD immediately upon the request of the CVRD.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the CVRD. The confidentiality of such information will be maintained by the CVRD, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the CVRD to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the CVRD will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the CVRD by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the CVRD to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The CVRD may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See Annex A - Service Agreement

APPENDIX B – SUBMISSION FORM

1. Proponent Information

| | |
|--|--|
| Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under which Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (if any): | |
| Proponent Contact Name and Title: | |
| Proponent Contact Phone: | |
| Proponent Contact Fax: | |
| Proponent Contact Email: | |

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the CVRD and the proponent unless and until the CVRD and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the CVRD within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the CVRD to the advisers retained by the CVRD to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Once Proponents have successfully passed Step One of the evaluation process, pricing submitted by those successful Proponents will be evaluated 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.

3. Required Pricing Information

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.

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.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

1.1 Introduction & Background

The Cowichan Valley Regional District (CVRD) has developed six Strategic Focus Areas; two of which are “Protection of Water Resources” and “Development of Climate Adaptation Strategies”. Identified actions under these focus areas include; the development of watershed management plans for high-risk watersheds in the region, risk assessment of regional assets and development of adaptive responses to protect the community and environment. The purpose of is to provide fundamental information not only to infrastructure long-range planning, but also to inform the community's settlement patterns and local government policy development to address environmental planning.

The focus of this RFP is focused on assessing the hazards facing the dams and water control structures under CVRD control. The consultant will be expected to assess the state of the infrastructure, associated hazards, risks, and consequences of potential failure. The consultant will be provided with updated local climate projections to inform the analysis of changing conditions and risk related to a progressing climate. The consult will be required as an output to develop related recommendations and strategies to reduce risk and bring the infrastructure into line with the recent Provincial Dam Safety Regulations.

The CVRD, as the licensee, is responsible for four dams:

1. Ashburnham Creek – A concrete gravity dam
2. Youbou Creek A concrete gravity dam
3. Stocking Creek – An earth-fill dam, and
4. Shawnigan Lake Weir – a control structure that regulates water levels for drought and flood mitigation.

These dams are located within watersheds that make up a mixture of forestry lands under the Private Managed Forest Council as well as lands under regional, municipal and First Nations management with residential, commercial and industrial needs. Land use changes in watersheds on the east coast of the CVRD have been considerable in recent years. affecting foundational hydrologic components within the watershed, and unduly impacting water resource management. With the impact of climate projections and population growth, it is expected to see increasing stress on our watersheds in the years to come. Characterization and supporting analysis of the dams and watersheds on the east coast of the CVRD is needed to identify areas that are most vulnerable and require further planning frameworks.

2. Scope of Work

2.1 Project Area

The project area includes the four above-mentioned dams that are spread throughout the region and are located within their associated watersheds and communities.

Location maps and Photos of the dams are included in Appendix A.

2.2 Purpose of the Study

The Cowichan Valley Regional District (CVRD) is seeking the services of a qualified proponent to provide support for the development of Regional Dam Safety Analysis and Risk Assessment using of qualitative and quantitative methods, to analyze dam structures for a variety of failure modes under the following principles:

- The expectation is the successful proponent use a cascading process to identify hydrological hazards upstream of the dams, assess the spillways and dams themselves using current methods of analysis to determine hazards related to physical and geotechnical conditions including hydrogeology, seismic and climate related hazards.
- Undertake an analysis of the downstream consequences of a dam-break or breach with resulting damages through a range of probable scenarios for downstream communities, infrastructure, structures, environment and potential for loss of life caused by the flood or torrent effects
- Identify socio economic impacts.
- Develop a set of recommendations for mitigative actions, emergency planning and flood mapping. This is a critical component of the program as the quantification of risk and clear financial ramifications will underwrite further infrastructure and proposed regulatory frameworks for long-term management and oversight of the structures as required by the Province.

This exercise must be carried out by a Professional Engineer qualified in dam safety analysis the Qualified Professional must conclude the Dam Safety Review as well as providing their professional opinion regarding the safety of the dam. This analysis will provide the required background information to assess if the dams are in compliance with recent provincial standards and regulatory requirements as well as development of a long-term maintenance risk reduction program.

2.3 The Deliverables

The successful proponent shall participate in the CVRD staff meeting to discuss the available background documents/data and to arrange logistics of field assessments. The outcome from the meeting is to set up a team of assessors with assistance from the CVRD staff for field assessments.

Background Information

Required background information - The successful proponent is expected to gather the following information/data for each site (if available):

- Existing Watershed and precipitation data, including Hydrological and Flow records;
- Design Reports;
- Geographic location and geologic conditions;
- Maintenance records;
- Feasibility Reports;
- Design Reports;

- Design and/or As-built Drawings;
- Operation, Maintenance & Surveillance (OMS) Manual;
- Emergency Preparedness and/or Emergency Response Plans;
- Dam Safety Management Manual;
- Annual formal inspection reports;
- Dam Safety Review Reports;
- Hazards and Failure Modes Studies;
- Dam Safety Expectations Studies;
- Deficiency Investigations;
- Capital Improvement reports;
- Current outstanding dam safety issues;
- Previous maintenance works;
- Resolved dam safety issues;
- Correspondence with regulatory agencies; and
- Other available documents related to design, operation, maintenance, improvement, condition and performance of the dam or appurtenant works.

Reviewing gathered background information

The successful proponent is expected to:

- Review past reports and studies to ensure that all past recommendations and issues have been properly documented and addressed.
- Determine where the gaps in available information are. Prioritize the missing information and determine whether additional effort needs to be made to obtain some of the missing information.
- Review the failure consequence classification to determine if it appears to be appropriate. Identify performance expectations, including flood and earthquake criteria (based on failure consequence classification).
- Identify all possible hazards and their associated failure modes of the dam, based on an examination of available information. Discuss the chosen hazards and failure modes methodology with the CVRD staff. From the understanding of hazards and associated failure modes, the existing safety management of the dam shall be evaluated in terms of its adequacy and currency against a set of pre-defined principles.

Gathering Missing Information/Data

Field Review – the successful proponent will:

- Carry out field review(s) of the dam, the reservoir, and the portions of the river both upstream and downstream of the dam and reservoir to understand the condition of the dam and appurtenances, the flow control equipment, the instrumentation, the reservoir environment, upstream hydrological impacts, and the development downstream of the dam.
- Provide all of their own safety equipment (including hard hat, steel-toed boots, safety glasses, reflective vest and if required, fall protection harness) for the field review, unless specified in the proposal.
- Interview the operating personnel who:
 - conduct routine surveillance and inspections;

- read the instrumentation;
 - test the outlet facilities, spillway gates and other mechanical components; and
 - maintain the dam.
- Audit the documentation that should be at site (e.g., OMS, EPP, operation and maintenance records, and perhaps others).
- Witness the testing of the flow control equipment or if the flow control equipment is routinely and regularly used, satisfy himself/herself that the equipment is in good working order.
- Identify and discuss with the dam owner any changes to the scope of the Dam Safety Review that need to be made as a result of this phase of work.

Evaluation - the successful proponent will:

- Conduct any required field and/or laboratory investigation.
- Develop a mathematical model that will be used to simulate the hydrologic behavior of the watershed in a manner that provides a measure of the magnitude-frequency characteristics of floods taking into consideration both past and future projected conditions.
- Conduct an assessment to evaluate the existing site and dam components (hydraulic & structural) using current Canadian Dam Association guidelines and methodologies.
- The assessment in particular will check the Failure Mode Characterization and will identify and recommend required repairs, retrofit, or mitigative measures, including decommissioning. The recommendation should be determined based on site-specific information.
- Determine the dam safety expectations that the dam is expected to meet.
- Summarize and prioritize the dam safety deficiencies and non conformances. If the available information is not adequate to draw such a conclusion, then the inadequacy of information should be noted.
- Identify any additional dam safety requirements needed to enhance risk management and lower the risks to as low as reasonably possible.
- Make significant progress in the preparation of a Draft Report. *(Recommended: In addition to addressing the foregoing requirements, the report should also include recommendations for dam safety improvements, further investigation of deficiencies, further studies to correct information gaps, and any other appropriate actions to improve dam safety.) it is important to note that the report will be a foundational document in the preparation of supporting grant requests.*

By completing the Evaluation, the successful proponent is expected to:

- Have obtained all the information required to complete the Dam Safety Report.
- Have all information required to complete the Risk Assessment
- Make a verbal presentation, summarizing findings, to the CVRD staff.

3. Reports – The successful proponent shall submit:

Project tracking and financial controls as per CVRD standards,

Draft table of contents for approval and review prior to all report development.

3.1 Risk assessment and Dam safety reports.

- a report outlining the methods and process utilized.
- A condition report for each dam with recommendations for upgrades if necessary
- A hazard and risk assessment for each project detail and attestation related to the project stream following the National Disaster Mitigation Program format as required.
- Recommendations on next actions required to mitigate or abate identified risks.
- Socio economic analysis of failure.

3.2 Emergency Preparedness report – the report should provide the following examples in developing the required framework for Public Safety, Quality of life, and environment.

Also, the successful proponent shall:

- *Submit Hard Copies*
 - *Two bound copies*
- *Submit Electronic Copy*
 - *One, copiable, complete electronic copy including all figures, drawings, and appendices.*
 - *All electronic files shall be submitted, with appropriate file format, e.g. .pdf.*
- *Return all documents borrowed for the Dam Safety Review and Risk Assessment study to the CVRD*

Quality assurance of the final reports will be the responsibility of the consultant.

All calculations and assumptions shall be presented in sufficient detail that they be fully reviewed by the CVRD staff.

ESRI ArcGIS for Desktop (10.x compatible), MS Word, MS Project, and Excel are acceptable formats for all of mentioned reports.

B. MATERIAL DISCLOSURES

Dam Safety & Risk assessment Reports

We are anticipating the work will be not more than \$250,000.00 inclusive of fees, disbursements and administrative costs.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

N/A

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| # | Category | Weighting | Threshold |
|---|--|-----------|-----------|
| 1 | Pricing | 0 | N/A |
| 2 | Company Profile | 10 | 5 |
| 3 | Project Experience | 10 | 5 |
| 4 | Project Team Organization and Qualifications | 20 | 10 |
| 5 | Methodology and Work Plan Description | 25 | 10 |
| 6 | Detailed Work Schedule & Staff Allocation | 15 | 8 |
| 7 | Cost & Schedule Control | 15 | 8 |
| 8 | Design & Clarity of Proposal | 5 | 3 |

1. Pricing

See Appendix C - Pricing

2. 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.

3. 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 conducting Dam safety reviews and analysis, ;
- Experience in developing risk reduction strategies
- Work undertaken under the National Disaster Mitigation program

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.

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. 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;

Attendance to all aspects of the Scope of Work.

6. Detailed Work Schedule & Staff Allocation

Provide a Detailed Work Schedule 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.

7. Cost & 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.

8. Design & 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



CVRD Owned Dams

- Highway
- - - Regional District Boundary
- - - Electoral Area Boundary

0 2.5 5 10
Kilometres



Regional District of Nanaimo

H

Yellow Point

Ladysmith

G

Stocking Lake Dam

Saltair

Chemainus

I

Caycuse

Cowichan Lake

Youbou Creek Dam

Youbou

Honeymoon Bay

Ashburnham Creek Dam

Lake Cowichan

F

Capital Regional District

E

North
Cowichan

Duncan

Cowichan Bay

D

C

Shawnigan Lake Weir

*Shawnigan
Lake*

A

Mill Bay

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 201__.

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street
Duncan, BC V9L 1N8

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]
[address]

(the "**Contractor**")

OF THE SECOND PART

W H E R E A S:

- A. The Regional District wishes to engage the Contractor to provide certain Services, and the Contractor has agreed to provide the Regional District with the Services described in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

1.0 DEFINITIONS

- 1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

2.0 TERM

- 2.1 The term of this Agreement is for the period commencing * and terminating on * (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

- 3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the CVRD upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with

respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and

- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

- 5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

6.0 INDEMNIFICATION

- 6.1 The Contractor shall release, indemnify and keep indemnified the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services.

7.0 TERMINATION

- 7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Contractor.
- 7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.
- 7.3 In the event that this Agreement is terminated, the Contractor shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

8.0 CONFIDENTIALITY

- 8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered at the time of delivery;
- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the CVRD: 175 Ingram Street
Duncan, BC V9L 1N8
Attention:
Email:
Fax:

if to the Contractor: **[Insert the Contractor's address for delivery here
as well as email and fax contact information]**

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

14.0 NO ASSIGNMENT

14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the CVRD, which may be withheld for any reason.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.0 AMENDMENT

- 18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

19.0 COUNTERPART

- 19.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS HEREOF the Regional District and the Contractor have executed this Agreement as of the day, month and year first above written.

COWICHAN VALLEY REGIONAL DISTRICT, by its authorized signatory(ies):

Name:

Name:

[NAME OF CONTRACTOR (corporation)], by
its authorized signatory(ies):

Name:

Name: _____

SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]

SCHEDULE "B"

INSURANCE

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- | | | |
|-----|---|----------------|
| (a) | Commercial General Liability and Property Damage | \$2,000,000.00 |
| (c) | Automobile Insurance (owned and non-owned) | \$2,000,000.00 |

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.