

# Request for Proposals:

## Project Management of Next Steps for the Catiline Creek Debris Flow Mitigation Service Project



Issue Date: January 6<sup>th</sup>, 2023

Closing Date: 4:00 PM on February 6<sup>th</sup>  
2023

Closing Location: Via email only -  
[cdalton@slrd.bc.ca](mailto:cdalton@slrd.bc.ca)

## Request for Proposals:

### Project Management of Next Steps for the Catiline Creek Debris Flow Mitigation Service Project

**Issue date:** Friday, January 6, 2023  
**Closing Time and Date:** 4:00 PM on Monday, February 6, 2023

#### QUERIES

Queries and requests for clarification related to this Request for Proposals (“RFP”) are to be submitted, in writing (via email only), to the following contact person (the “**Contact Person**”).

Craig Dalton, Chief Administrative Officer  
Squamish-Lillooet Regional District  
E-mail: [cdalton@slrd.bc.ca](mailto:cdalton@slrd.bc.ca)

The Squamish-Lillooet Regional District (“**SLRD**”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the SLRD’s website ([www.slrd.bc.ca/catilinecreek\\_RFP](http://www.slrd.bc.ca/catilinecreek_RFP)). No verbal conversation will affect or modify the terms of this RFP.

#### PROPOSANTS’ SITE MEETING

A Proponents’ site meeting will not be held.

#### PROPOSER SECTION

(A person authorized to sign on behalf of the Proponent **must** complete and sign below and submit this page as part of the Proposal.)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proponent agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proponent has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proponent agrees to be bound by statements and representations made in the Proposal.**

*Legal Name of Proponent (include “Doing Business As”, if applicable):* \_\_\_\_\_

*Address of Proponent:* \_\_\_\_\_

*Phone Number/Fax Number/Email Address of Proponent:* \_\_\_\_\_

*Signature of Authorized Representative:* \_\_\_\_\_

*Printed Authorized Representative’s Name and Title:* \_\_\_\_\_

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proponents;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules

# 1. ADMINISTRATIVE REQUIREMENTS

## A. Definitions

Throughout this RFP, the following definitions apply:

"Contract" means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

"Contractor" means the successful Proponent to this RFP who enters into a written Contract with the SLRD;

"must", or "mandatory" means a requirement that must be met in order for a Proposal to receive consideration;

"Proponent" means an individual or company that submits (or intends to submit) a Proposal;

"Proposal" means the document submitted by the Proponent;

"SLRD" means the Squamish-Lillooet Regional District;

"SSRHD" means the Sea to Sky Regional Hospital District;

"RFP" means the process described in this document;

"should" or "desirable" means a requirement having a significant degree of importance to the RFP.

## B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

## C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

## D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD's website for any updated information and addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD's original file will prevail.

## E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

## F. Eligibility

A Proposal may not be evaluated if the Proponent's current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

## G. Evaluation

The evaluation of the Proposal will be done by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD's intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

## H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

## I. Request for Debriefing

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD's option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

## J. Alternative Solutions

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

## K. Changes to Proposals

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

## L. Proponents' Expenses

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

## M. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## N. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

## O. Firm Pricing

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

**P. Currency and Taxes**

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, other than GST.

**Q. Completeness of Proposal**

By submitting the Proposal, the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no charge.

**R. Subcontracting**

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the SLRD.

**S. Acceptance of Proposals**

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

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

**T. Definition of Contract**

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

**U. Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule D.

**V. Liability for Errors**

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

**W. Modification of Terms**

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

**X. Ownership of Proposals**

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

**Y. Use of Request for Proposals**

Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

**Z. Reciprocity**

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

**AA. No Lobbying or Solicitation**

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

**BB. Collection & Use of Personal Information**

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

## 2. INSTRUCTIONS TO PROPONENTS

### A. DESCRIPTION OF REQUEST

The purpose of this Request for Proposals (RFP) is to invite qualified, experienced proponents to submit proposals for the provision of project management services and related consulting services to the Squamish-Lillooet Regional District (SLRD) for next steps associated with the Catiline Creek Debris Flow Mitigation Service project.

It is intended that a final contract will be negotiated with the successful proponent and such contract shall include, but not be limited to, a detailed project workplan as agreed to by the successful proponent and the SLRD.

The RFP is intended to provide proponents with sufficient, relevant information about the requested services to enable them to submit an appropriate proposal.

Please refer to **Section 3** Project Details.

### B. TERM

The term of the Contract is to commence on or around March 1, 2023 until completion of project. It is currently estimated that this project will take two to four years to complete.

### C. RFP DOCUMENTS

The RFP document package is available for downloading in Portable Document Format (PDF) at:

- the SLRD website at [xxxx](#); and
- BC Bid at [BC Bid Portal: BC Bid \(gov.bc.ca\)](#) by browsing for opportunities by organizations and selecting Squamish-Lillooet Regional District.

### D. QUERIES

Queries and requests for clarification related to this RFP are to be submitted, in writing (via email only), to the Contact Person:

Craig Dalton, Chief Administrative Officer  
Squamish-Lillooet Regional District  
E-mail: [cdalton@slrd.bc.ca](mailto:cdalton@slrd.bc.ca)

The SLRD will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on BC Bid and the SLRD website. No verbal conversation will affect or modify the terms of this RFP.

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E. CLOSING DATE AND TIME

Proposals must be received by the SLRD via email on or before 4:00 p.m. local time on Monday February 6, 2023. Late proposals will not be accepted. Proposals in paper form will not be accepted.

F. PROPOSAL FORMAT

The SLRD requests that the following format and sequence be followed in order to provide consistency in considering Proposals.

- Title Page, including RFP title, Proponent's name, address, phone number, email address, and name of representative;
- Letter of Introduction, identifying the Proponent, the key contacts and their contact information, size of the firm, relevant experience of the firm and its employees, etc. to be signed by the person(s) authorized to sign on behalf of the Proponent;
- The body of the Proposal, including your approach and methodology in regard to the scope of work, and a completed Schedule "C" (costs).

G. SUBMISSION OF PROPOSALS

Proposals must be submitted to the SLRD in electronic form via email to [cdalton@slrd.bc.ca](mailto:cdalton@slrd.bc.ca). A proposal submitted in paper form will not be accepted.

H. EVALUATION OF PROPOSALS

Proposals will be evaluated to determine best overall value to the SLRD. The evaluation team will assess each Proponent's ability to fulfil the scope of work. Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

The SLRD will be under no obligation to receive further information, whether written or oral, from any Proponent. The SLRD is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

The evaluation team may consist of SLRD employees, contractors to the SLRD and others as may be appointed to the evaluation team by the SLRD.

Weighted Criteria	Weight (%)
Corporate/individual experience and references for similar projects, general reputation in the industry, capacity, resources, and professional qualifications	30
Approach, methodology and understanding of the SLRD's requirements	25
Innovation and/or value-added benefits.	10
Total cost/fees (and hourly rates for extra work);	35
<b>TOTAL</b>	<b>100</b>

To assess Corporate/individual experience in the *Weighted Criteria* listed above, Proposals must include:

- A description of the Proponent's general project management qualifications and experience as well as the Proponent's specific project management experiences in a local government context.
- The project management tools and processes the Proponent will employ to ensure client satisfaction.
- Any associated innovation and/or value-added benefits.
- A list and brief description of up to five (5) previous and/or current projects or engagements that are relevant to this project that have been completed within the last five (5) years by the Proponent.
- A list of three (3) local government (or similar) clients for which the Proponent has performed similar project management services within the last five (5) years.

### 3. PROJECT DETAILS

#### A. BACKGROUND INFORMATION

Construction of a Catiline Creek debris flow mitigation structure at the community of Lillooet Lake Estates (LLE) in the SLRD's Electoral Area C has been a priority for the community for several years, subsequent to major debris flow events occurring, most recently in 2010 and 2013.

In response to a September 2021 petition from the LLE community and subsequent provincial approval, the SLRD Board recently adopted a Catiline Creek Debris Flow Mitigation Service establishing bylaw and an associated loan authorization bylaw. Both of these bylaws are critical to advancing work on this project and their adoption has initiated a number of next steps to be managed as the Catiline Creek Debris Flow Mitigation Service project. Depending on the success

of already-submitted grant applications, next steps in the project scope could involve work to enable the design, construction, operation and maintenance of debris flow mitigation structure(s) for Catiline Creek.

Staff reports related to the bylaws are available on the SLRD website here:

- [Request for Decision - September 28/29, 2022.pdf \(civicweb.net\)](#)
- [Request for Decision - December 14/15, 2022.pdf \(civicweb.net\)](#)

#### B. SCOPE OF WORK

Attached as Schedule “B”.

#### C. COSTS

The Proponent will provide an hourly rate for all work necessary to complete the scope of work as set out in Schedule “B”.

### 4. GENERAL CONDITIONS

#### A. INSURANCE

The Proponent shall obtain and continuously hold for the term of the contract the following insurance coverage:

- Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, with the SLRD listed as an “Additional Insured”;
- Automobile liability insurance providing coverage on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
- Proponent’s equipment insurance in an all risks form covering machinery and equipment used for the performance of the services.

#### B. WORKSAFEBC

The Proponent must provide proof of WorkSafeBC coverage (or if applicable proof that WorkSafeBC coverage is not required) and remain in good standing during the term of the contract.

#### C. COMPLIANCE

The work to be carried out must comply with and be in accordance with all provincial and local government laws, permits, regulations and policies.

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D. INDEMNITY

Except to the extent arising out of the negligent acts or omissions of the SLRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/Contractor shall release, indemnify and save harmless the SLRD and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

The indemnity provided by the Proponent/Contractor to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

## 5. SCHEDULES

SCHEDULE "A" – Acknowledgment Letter  
SCHEDULE "B" – Scope of Work  
SCHEDULE "C" – Costs



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**SCHEDULE “A” – ACKNOWLEDGEMENT LETTER (PLEASE RETURN IMMEDIATELY)**

*The undersigned will be sent any amendments or addenda in respect of the Request for Proposals: Project Management of Next Steps for the Catiline Creek Debris Flow Mitigation Service Project*

I/We presently intend to provide a Proposal in respect of the Request for Proposals - *Project Management of Next Steps for the Catiline Creek Debris Flow Mitigation Service Project*

_____ Signature	_____ Company/Business Name
_____ Name (please print)	_____ Address
_____ Title	_____ City
_____ Phone Number	_____ Mobile Phone Number
_____ Date	_____ E-Mail Address

Return to:  
Craig Dalton, Chief Administrative Officer  
Squamish-Lillooet Regional District  
Email: [cdalton@slrd.bc.ca](mailto:cdalton@slrd.bc.ca)

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**SCHEDULE “B” – SCOPE OF WORK** (the term “Contractor” below refers to the successful Proponent)

The successful proponent will be assuming project management responsibility for a complex project; the scope of which could involve work to enable the design, construction, operation and maintenance of debris flow mitigation structure(s) for Catiline Creek at the community of Lillooet Lake Estates. The successful proponent will need to review, and modify as required, the existing project charter and associated specific tasks and milestones. Pending confirmation and agreement with the SLRD Chief Administrative Officer following project charter review, the successful proponent will be responsible for the following project management-related deliverables: charter, team contract, scope statement, -schedule, cost baseline, status reports (including reports and briefings to the SLRD Board), final project presentation, final project report, lessons-learned report, and any other documents required to manage the project. Specific project deliverables are as follows:

- Project page
- Communication Plan
- All follow-up related to the submitted Application to Community Emergency Preparedness Fund - Disaster Risk Reduction - Climate Adaptation (“CEPF DRR-CA”)
- All follow-up related to the submitted Application to Canada-British Columbia Investing in Canada Infrastructure Program – Green Infrastructure: Adaptation, Resilience, and Disaster Mitigation (“ICIP-ARDM”)
- Detailed Design (for completing project fully and also in phases)
- Update costing to Class A
- Detailed cost estimate
- Federal Environmental Assessment
- BC Environmental approvals
- Climate Lens Assessment
- Legal access
- Site map
- Project drawings
- Longitudinal profile of the works
- Representative cross-sections of ‘dyke’
- O&M manual - final
- Land tenure(s)
- Statutory right of ways
- Agreement with the Ministry of Forests, Lands, Natural Resource Operations and Rural Development regarding the Forest Service Road Bridge and approaches
- Asset Management Plan
- Indigenous Consultation report
- Sediment Management Plan
- Pipe crossing reports
- Seismic reports
- Rip rap erosion protection reports
- Letters of support
- Grant related reports (if applicable)

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- Water license
  - Diking Maintenance Act approval from Inspector of Dykes (IOD)
  - Dyke Maintenance Plan (if granted by IOD, reduces need for ongoing change approvals for every maintenance activity)
  - Plan for use or disposal of excess excavated material



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**SCHEDULE "C" – COSTS**

Proponent hourly rate: \_\_\_\_\_.

Terms of Payment (if more frequent than monthly):

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