



## Request for Proposals

### Flood and Geohazard Risk Review

**Issue date:** June 16<sup>th</sup>, 2017

**Closing Time:** 4:30 PM, Friday, June 30<sup>th</sup>, 2017

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**REGIONAL DISTRICT CONTACT PERSON:** All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Regional District's option.

Ryan Wainwright, Emergency Program Manager  
Squamish-Lillooet Regional District  
Box 219, Pemberton, BC V0N 2L0  
e-mail: [rwainwright@slrd.bc.ca](mailto:rwainwright@slrd.bc.ca)

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#### DELIVERY OF PROPOSALS:

Proposals may be sent by courier, mail, or e-mail. Proposals are to be submitted to the Closing Location as follows:

Squamish-Lillooet Regional District  
Box 219, 1350 Aster Street  
Pemberton, B.C. V0N 2L0  
Attention: Ryan Wainwright, Emergency Program Manager

(the "Closing Location")

**OR**

[info@slrd.bc.ca](mailto:info@slrd.bc.ca) with cc to: [rwainwright@slrd.bc.ca](mailto:rwainwright@slrd.bc.ca)

Receipt of proposals will be confirmed through use of a receipt confirmation form (see Appendix B). Electronic submissions are strongly encouraged.

#### PROPONENTS' MEETING:

A Proponents' meeting will be held on:

**NO MEETING WILL BE HELD.**

**Note:** Minutes of the meeting will be distributed to those Proponents who have returned the Receipt Confirmation Form. Attendance is optional. Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the Contact person designated above.

**PROPONENT SECTION:**

**For hard-copy proposals**, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, submitted as part of the proposal. The originally signed copy of this page must be mailed or otherwise delivered to the Closing Location, but may be received after the Closing Time, provided a copy has been received by the Regional District via email by the Closing Time.

***Squamish-Lillooet Regional District  
Request for Proposals***

***Flood and Geohazard Risk Review***

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Definitions and Administrative Requirements Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

<i>Signature of Authorized Representative:</i>	<b><i>Legal Name of Proponent</i></b> (and Doing Business As Name, if applicable):
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

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## **A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**

### **1. Definitions**

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the Regional District and the Contractor;
- b) "Consultant" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Regional District;
- c) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- d) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- e) "Regional District" or "SLRD" means the Squamish-Lillooet Regional District;
- f) "Request for Proposals" or "RFP" means the process described in this document; and
- g) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### **2. Terms and Conditions**

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Regional District. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

### **3. Additional Information Regarding the Request for Proposals**

Proponents are advised to fill out and return the attached Receipt Confirmation Form attached to this RFP as Appendix A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of Addenda to the RFP, if any.

### **4. Late Proposals**

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Late proposals may not be accepted and may be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not. Proponents are strongly advised to verify receipt of their Proposal by the SLRD prior to the Closing Time.

### **5. Eligibility**

- a) Proposals may not be evaluated if the Proponent's current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact Person listed on page 1 prior to submitting a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

### **6. Evaluation**

Evaluation of proposals will be by the Regional District but may include contractors and consultants. All personnel will be bound by the same standards of confidentiality. The Regional District's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

### **7. Negotiation Delay**

If a written Contract cannot be negotiated within fourteen days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to reissue the RFP or terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

### **8. Debriefing**

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing with the Regional District, which may, at the SLRD's option, be conducted via telephone or email.

### **9. Alternative Solutions**

If alternative solutions are offered, the Proponent should consult with the Regional District Contact Person on page 1 prior to submitting the proposal.

### **10. Changes to Proposals**

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

### **11. Proponents' Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Regional District, if any. Regardless of whether or not the Regional District elects to reject all proposals, the Regional District 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.

### **12. 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 its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### **13. Proposal Validity**

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

### **14. Firm Pricing**

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

## 15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of all fees;
- c) exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- d) exclusive of applicable taxes.

## 16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Consultant at no charge.

## 17. Subcontracting

- a) Using a subcontractor (who should be clearly 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 clearly defined in the proposal.
- b) Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Regional District.

## 18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

## 19. Definition of Contract

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

## 20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District in substantially the terms set out in Appendix C.

## 21. Liability for Errors

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

## 22. Modification of Terms

The Regional District reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel or re-issue this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

## 23. Ownership of Proposals

All proposals submitted to the Regional District become the property of the Regional District. They will be received and held in confidence by the Regional District and the steering committee, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

## 24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Regional District in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, **the Proponent agrees to hold in confidence all information supplied by the Regional District in relation to this Request for Proposals.**

## 25. Reciprocity

The Regional District may consider and evaluate any proposals 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.

## 26. No Lobbying

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

## 27. Collection and Use of Personal Information

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

## **B. INTRODUCTION**

This is a Request for Proposals for the review and improvement of the baseline data sets and reporting that the Squamish-Lillooet Regional District (SLRD) uses to assess the risk of flooding and geo-hazard events.

The purpose of this Request for Proposals (RFP) is to select a service provider to perform the services (“Services”) described below in Section C – Project Scope.

For clarity: the Services have been broken down into Phase 1 and Phase 2. The work undertaken in Phase 1 (preparation of National Disaster Mitigation Program grant application and supporting information for submission thereof by the stated deadline) is at the selected proponent’s expense and there is no compensation paid to the selected proponent unless and until the grant application as submitted is successful. If and when the grant application is successful, then the Services proceed to Phase 2 at which time the selected proponent is entitled to be paid compensation as set out in its proposal as accepted by the SLRD. However, if the grant application is not successful, the Services do not proceed to Phase 2 and the selected proponent receives no compensation whatsoever.

## **C. PROJECT SCOPE**

### **Project Outline**

Proponents are invited to provide the SLRD with a proposal regarding the review and improvement of current flooding and geohazard risk assessment.

The requested proposal covers the entire geographic area of the SLRD including Electoral Areas (A, B, C and D), member municipalities (District of Lillooet, Village of Pemberton, Resort Municipality of Whistler and District of Squamish), and First Nations Reserves. There are current and pending National Disaster Mitigation Program (NDMP) Phase 1 Risk Assessment projects active within the SLRD, such as the Lillooet River Floodplain Mapping project being undertaken by the Pemberton Valley Dyking District. It is expected that the data produced from these studies would be included in the selected proponent’s final product.

The SLRD is subject to flooding and geotechnical hazard classes throughout its jurisdiction, including but not limited to:

- Flood hazards
- Debris flow hazards
- Slope instability
- Rock falls
- Snow and mud avalanches
- Seismic hazards

1. Lillooet, Bridge, Fraser, and Squamish River floodplains
2. Mt. Meager
3. Mt. Currie
4. Garibaldi Barrier
5. 10 mile (Fountain) Slide
6. 12 mile (Big) Slide
7. Seton Valley (Whitecap and Bear Creek drainages)
8. Cheekye Fan

The proposed project defined in this RFP has 4 primary goals:

1. With assistance and support from the SLRD, compile a flood and geotechnical hazard inventory and gap analysis
2. Analyze floodplain data and engineering studies currently available to the SLRD and identify where information is outdated or unreliable.
3. Develop a climate based hazard framework to ensure projected climate change is incorporated into an analysis of potential characteristic changes in flooding or geotechnical information.
4. Report on high hazard areas where geotechnical and flooding information needs to be improved.

The SLRD currently utilizes a number of data sets and reports to assess the risk of a flooding or a geohazard-related event. These data sets include:

- Flood hazard/floodplain mapping for the areas around Squamish, Whistler and Pemberton
- Catiline Creek geohazard mapping
- D'Arcy Corridor Terrain Stability
- Some debris flow mapping for Electoral Area D

Goal 2 above identifies the SLRD's commitment to the improvement and integration of the existing data sets. If the proponent feels there is additional information that would augment our current body of knowledge, we would be willing to engage in a discussion as to how that might be incorporated.

Funding for this project will be contingent on cost-sharing with the Federal and Provincial Governments through the NDMP, with the SLRD making in-kind contributions (i.e. project management and staff time). The SLRD is seeking to apply for funding through the NDMP Stream 1 – Risk Assessment process. At the conclusion of this RFP process, the SLRD will select one successful proponent to provide assistance with the application process. In particular, the SLRD will rely on the selected proponent, **at the selected proponent's own expense**, to describe comprehensive methodology and costing. If the SLRD is successful in its grant application, the SLRD will then engage the selected proponent in the required work, as described in the NDMP application.

Previous experience with NDMP grants and requirements would be considered an asset.

#### **D. CONSULTANT DELIVERABLES**

The Consultant will deliver the following:

PHASE 1 – NDMP Application **\*\*THERE IS NO COMPENSATION PAID TO THE SELECTED PROPONENT FOR PHASE 1\*\***

The selected proponent will, at its own expense, and with the participation of the SLRD Emergency Program, develop an NDMP Stream 1 grant application on behalf of the SLRD to be submitted to the August 1<sup>st</sup>, 2017 Emergency Management BC intake that provides methodologies and costings for the following elements:

## **1. Hazard Review Methodology and Costing**

The SLRD maintains information related to approximately 155 covenant hazard areas, geotechnical features, and the 200 year return period floodplain. This information exists in multiple data sets that are currently enabled by a number of different bylaws. The successful proposal will deliver methodologies and costing describing the following as per the NDMP Guidelines:

- Hazard Identification (inventory and gap analysis)
- Vulnerability Analysis
- Likelihood Assessment
- Risk Assessment

## **2. Vulnerability Analysis Methodology and Costing**

This analysis would include key elements such as population density, location of vulnerable populations (e.g. schools, hospitals), and degree of urbanization, critical infrastructure, economic and political considerations.

## **3. Likelihood Assessment Methodology and Costing**

This assessment would establish the time period during which a given risk event might occur.

## **4. Impacts/Consequences Assessment Methodology and Costing**

This assessment details the impacts associated with a given risk event. Impacts should be quantified in terms of:

- People and Social Impacts
- Environmental Impacts
- Local Economic Impacts
- Local Infrastructure Impacts
- Public Sensitivity Impacts

Each impact must be assigned a rating.

## **5. Confidence Assessment Methodology and Costing**

This assessment indicates the level of confidence regarding the information entered in the risk assessment.

## **6. Methodology Regarding Risk Assessment Update**

The expectation of the project is to produce an extensive Geographic Information Systems (GIS)-centric Risk Assessment Model that could be run iteratively on SLRD servers as conditions on the ground change. The SLRD would require clear instruction regarding how to rerun the model and when it would be appropriate to rerun the model.

## **7. National Disaster Mitigation Program Funding Application Assistance**

The potential project is contingent on National Disaster Mitigation Program Funding. It is in the interest of the SLRD and the successful proponent to have the best possible application.



**PHASE 2 – Project Execution *\*\*THE SELECTED PROPONENT IS ONLY ENTITLED TO COMPENSATION IF AND WHEN PHASE 2 SERVICES COME INTO EFFECT\*\****

If the NDMP grant application (as prepared and submitted by the selected proponent on behalf of the SLRD) is successful, the SLRD will contract with the selected proponent to execute the project as described in the NDMP grant application.

**E. PROPOSAL REQUIREMENTS**

In addition to the methodologies and costing noted above, the Proponents are asked to provide the following general information:

1. Size of firm and years in business;
2. Resources available to develop a proposal for this project;
3. Team members, qualifications and office locations;
4. Firms recent experience in working with local governments
5. Firms recent experience in working on National Disaster Mitigation Program funded projects
6. Firms recent experience with large scale hazard assessment projects
7. References relevant to this RFP.

Additionally, the proponent should explain how their proposal will identify the following and costing as per the NDMP Guidelines:

- Climate Change Considerations
- Assess Climate Change Impacts
- Assess Community Resilience

It is expected that the successful proposal will be in a form that will transpose readily into the NDMP Stream/Phase 1 Grant Application.

**F. EVALUATION AND AWARD**

**1. Contract Award**

Depending on the Proposals submitted in response to this RFP, a contract will normally be negotiated and executed with the leading Proponent (the “front-runner”) selected in accordance with the Proposal Evaluation Criteria contained in this RFP. The lowest price or any Proposal will not necessarily be accepted.

The SLRD may negotiate the final scope of work with the selected Proponent and, if the parties are not successful, may attempt to negotiate an agreement with its next preferred Proponent. The SLRD reserves the right to reject all proposals and re-issue the RFP, or abandon it altogether.

**2. Clarification**

Notwithstanding that a presentation/interview process has not been indicated in the Proposal Evaluation Form, at the SLRD’s sole discretion, one or more Proponents may be asked to provide additional clarification respecting their Proposals, or to address areas where the SLRD

clarifies its needs. If these clarifications do not meet the SLRD's satisfaction, the SLRD may, in its sole discretion, decide to reject the Proposal(s).

### **3. Suitability of the Proponent**

The Proponent may be interviewed and/or the SLRD may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify information contained in the Proposal and to confirm the suitability of the Proponent. If the Proponent is deemed unsuitable by the SLRD, or if the Proposal is found to contain errors, omissions or misrepresentations of a serious nature, the originally selected Proponent may be rejected and another Proponent selected according to the evaluation format, or the SLRD may choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The SLRD may interview key persons to assess their scientific, technical or managerial abilities and to determine if they would be adequate for the proper performance of the proposed contract.

### **4. Negotiation with the Proponent**

Negotiations may be held with the front-runner Proponent including, but not limited to, matters such as:

- a. price, insofar as a change in price is directly associated with a change in the Proposal as a result of negotiations;
- b. changes in technical content;
- c. contract details;
- d. contract payment details; and,
- e. expectations of the parties applicable to the service requirements.

If a written contract cannot be negotiated within fourteen work days of notification to the front-runner, the SLRD may terminate negotiations with that Proponent and negotiate a contract agreement with another Proponent selected as the front-runner according to the evaluation procedure, or may choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The SLRD shall not be obligated in any manner to any Proponent whatsoever until a written contract has been duly executed relating to an approved Proposal. The SLRD reserves the right to modify the project scope or consultant deliverables as set out herein, or both, at any time during the negotiation phase without notification to other Proponents.

### **5. Disqualification**

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the SLRD is not material, the SLRD may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made at the sole discretion of the SLRD.

### **6. No claim for Compensation**

No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

## **G. AUTHORIZED SLRD REPRESENTATIVE**

The authorized SLRD representative for this RFP is the SLRD Emergency Program Manager (“SLRD Representative”). Proponents should address all correspondence to the SLRD Representative.

## **H. PROPONENT’S CLARIFICATION AND ADDENDA**

The Proponents must review the entire RFP prior to submitting a Proposal. Any requests for clarification of issues related to the RFP must be transmitted in writing to the SLRD Representative. Unless otherwise expressly permitted by the SLRD Representative in writing, requests for clarification of the subject matter of this RFP must be transmitted in writing to the SLRD no later than ten (10) days before the Closing Time.

The SLRD Representative will distribute copies of all RFP clarification requests and the corresponding responses to such requests to all known Proponents.

By submitting a Proposal, the Proponent indicates acceptance of the entire RFP and waives any further right to rectify, clarify, or qualify any aspect of the RFP.

Written Addenda are the only means of changing, amending, or correcting this RFP prior to the Closing Date. The SLRD Representative may change, amend or correct this RFP by issuing an Addendum to each known Proponent. No employee or agent of the SLRD other than the SLRD Representative is authorized to change, amend, or correct the RFP, or issue any Addenda.

Information pertaining to this RFP that is offered by or obtained from sources other than the SLRD Representative, is not official, may not be accurate, and must not be relied on in any way by any Proponent for any purpose associated with this RFP.

## **I. PAYMENT FOR SERVICES**

There is no payment whatsoever made to the Consultant for the Phase 1 Services provided by the Consultant.

If and when the Phase 2 Services come into effect (i.e. via a successful NDMP grant application), payment to the Consultant would consist of three parts:

- a. a fee based on hours worked multiplied by an all-inclusive hourly rate (rate quoted would include the cost of the computer and any other equipment required to perform the work);
- b. expenses (i.e. travel costs to assess certain parts of the study reach or to present results at a meeting); and
- c. Special data acquisition such as LIDAR/InSAR etc if needed.

The fees plus expenses must not exceed the price quoted. The contract price would be the price quoted. Billings would be monthly or for longer time periods. 10% of the total fee, excluding expenses, will be held back until the final report is approved by the steering committee and received by the Board of the SLRD.

## J. CONSULTANT SERVICES AGREEMENT

The Consultant will enter into a services agreement with the SLRD on substantially the same terms as the Consultant Services Agreement attached as Appendix A.

## K. INSURANCE

The Consultant will have professional liability insurance coverage (\$5,000,000), commercial general liability insurance coverage (\$5,000,000) and appropriate workers compensation insurance coverage.

## L. PROJECT SCHEDULE

The anticipated schedule, subject to change, for the Project is as follows:

Anticipated Date	Action
June 16, 2017	Issue RFP
June 30, 2017	RFP Closing Time @ 4:30 p.m.
July 5, 2017	Proposal Acceptance and Project Commencement
August 1, 2017	NDMP Application Submission
After August 1, 2017	Continuation of the project is dependent on Federal and Provincial project consideration and granting timelines. If and when the SLRD is successful in the grant application process, a further timeline for project execution would be developed with the successful proponent.

## M. SUBMISSION REQUIREMENT

Prior to the RFP closing time, Proposals **must** be delivered via:

- a) Hard Copy to:

Squamish-Lillooet Regional District  
Box 219, 1350 Aster St.  
Pemberton, BC V0N 2L0  
Attention: Ryan Wainwright, Emergency Program Manager

Five (5) complete hard copies of the Proposal must be received at the location and before the time specified herein. Proposals must be submitted in **sealed** envelopes clearly marked with the name and address of the Proponent and the words, "Quantitative Landslide Risk Assessment – Mt. Currie" on the envelope. All envelopes shall be sealed and marked "**Confidential**" and shall be accompanied by a transmittal form clearly listing the number and description of each item contained.

### **OR (Preferred option)**

- b) Email to [info@slrd.bc.ca](mailto:info@slrd.bc.ca) with cc. to [rwainwright@slrd.bc.ca](mailto:rwainwright@slrd.bc.ca)

An email copy of the Proposal must be received at the email addresses and before the time specified herein. Proposals must be submitted as pdf attachments clearly marked with the name of the Proponent and the words, "Flood and Geohazard Risk Review" in the email subject line.

It is the Proponent's sole responsibility to ensure that the Proponent has received a complete RFP as listed in the Table of Contents. The submission of a Proposal constitutes representation by a Proponent that it has verified receipt of a complete RFP including any and all Addenda. Each and every Proposal will be deemed to be made on the basis of the entire RFP, including any and all Addenda issued prior to the Closing Time.

Proponents are solely responsible for timely delivery of their Proposals to the location specified. Late Proposals will be returned unopened.

#### **N. PROPOSAL EVALUATION CRITERIA**

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the SLRD, using the following criteria:

1. Experience and capability of firm and staff in similar projects, as determined from references and samples is 30%.
2. Proposed methodology, task breakdown and effort is 30%.
3. Fee schedule and resulting "upset" cost to the SLRD is 20%. This is a question of right sizing the solution to our organization. We need a solution we can manage, implement, and update on a daily basis.
4. Demonstration of how the proposed solution meets the criteria of the NDMP Stream 1 Grant Application is 10%.
5. Innovative ideas for this or future projects will be considered is 10%. This includes general guidance on how we should proceed with information that will be reviewed and produced in this project.

**O. APPENDIX A - SLRD Consultant Services Agreement**

See attached.

## CONSULTANT SERVICES AGREEMENT

### Flood and Geohazard Risk Review

THIS AGREEMENT dated for reference \_\_\_\_\_, 2017 is

BETWEEN:

**SQUAMISH-LILLOOET REGIONAL DISTRICT**, a regional district created by letters patent through provincial legislation

(the "Regional District")

AND:

\_\_\_\_\_

(the "Consultant")

#### GIVEN THAT:

- A. The Regional District wishes to apply for grant funding through the National Disaster Mitigation Program (NDMP) and wishes to engage the Consultant to prepare the NDMP grant application as well as the supporting information required for the NDMP grant application (Phase 1 – NDMP Application, at the Consultant’s own expense) for submission by the stated deadline of August 1, 2017, and if and when the grant application is successful, for project execution (Phase 2 – Project Execution, for which remuneration would be paid to the Consultant) as described in the Request for Proposals, Flood and Geohazard Risk Review issued by the Regional District on June \_\_\_, 2017 (the “RFP”); and
- B. The Consultant wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Consultant agree with each other as follows:

#### Definitions

1. In this Agreement, in addition to the words defined above,
  - (a) "Terms of Reference" means:
    - (i) the Project Scope, the Consultant Deliverables and the Project Schedule as set out in the RFP; and
    - (ii) Consultant’s Proposal dated \_\_\_\_\_, 2017 submitted in response to the RFP and attached here as Schedule “A”,

both of which form part of this Agreement. In the event of an inconsistency between this Agreement and the Terms of Reference, this Agreement shall prevail and in the event of

an inconsistency between subsection 1(a)(i) and subsection 1(a)(ii), subsection 1(a)(i) shall prevail; and

- (b) "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

### **Services to be Performed by the Consultant**

2. The Consultant agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

### **Term**

3. The term of this Agreement commences on \_\_\_\_\_, 2017 and ends on \_\_\_\_\_, 2017 (the "Term"), unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended in the sole discretion of the Regional District.

### **Warranty as to Quality of Services**

4. The Consultant represents and warrants to the Regional District that it will perform the Services:
- (a) with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices;
  - (c) in compliance with all applicable enactments and laws and in compliance with all codes, rules, regulations and standards of any relevant professional or industry organization or association; and
  - (d) with personnel who have the education, training, skill, and experience necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement,

and the Consultant acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

### **Remuneration and Reimbursement**

5. In consideration of the Services performed by the Consultant to the satisfaction of the Regional District and in strict conformance with the terms hereof, the Regional District must pay the Consultant the fees and reimbursable disbursements prescribed on page \_\_ of Schedule A, plus applicable taxes, and in accordance with this Agreement. For clarity, the maximum contract value for fees and disbursements hereunder shall be \$\_\_\_\_\_ plus applicable taxes. *For clarity, the Consultant agrees that during Phase 1, all work undertaken by the Consultant is at the Consultant's own expense and without any payment whatsoever by the Regional District and during Phase 2 (if and when Phase 2 is*



*undertaken), the Consultant would be entitled to payment of fees and reimbursable disbursements as set out in Schedule A.*

### **Invoices**

6. During Phase 2 only and not more than once each month, the Consultant may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

### **Payment by the Regional District**

7. Subject to the holdback specified in section 8 of this Agreement, the Regional District must, to the extent it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Consultant and subject to section 9 and subject to any right of set-off that the Regional District may have, pay the Consultant the fees and disbursements claimed in the invoice delivered in accordance with section 6, within 30 days after delivery of the invoice to the Regional District.

8. There shall be a holdback equal to 10% of the maximum contract value until such time as the final report is received by the Board of the Regional District.

### **Termination or Suspension at the Discretion of the Regional District**

9. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Consultant notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Consultant is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Consultant under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Consultant, pay the Consultant the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Consultant is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

### **Termination for Breach**

10. Despite any other section of this Agreement, the Regional District may, by giving the Consultant notice of termination, immediately terminate all or any part of the Services, if the Consultant:

- (a) is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Consultant has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
- (b) becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of the Consultant's creditors, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such

terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Consultant is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Consultant such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

### **Confidential Information**

11. Except as required by law, the Consultant must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Consultant receives in connection with this Agreement which in good faith or good conservice ought not be disclosed.

### **Records**

12. The Consultant must:

- (a) keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- (b) keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- (c) afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- (d) preserve and keep available for audit and inspection, all records described in subsections 12(a) through (c) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

### **Delivery of Records**

13. If the Regional District terminates all or part of the Services under this Agreement, the Consultant must immediately deliver to the Regional District, without request, all Services-related documents in the Consultant's possession or under its control.

### **Ownership of Intellectual Property**

14. By this section, the Consultant irrevocably grants to the Regional District the unrestricted licence for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Consultant agrees that the licence granted by this section shall exist in perpetuity notwithstanding the expiry or early termination of this Agreement and includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses and unlimited distribution by

the Regional District, as well as posting the report and other information specific to the Services on the Regional District's website.

### **Agreement for Services**

15. This is an Agreement for the performance of services and the Consultant is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Consultant nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Consultant has no authority to represent or bind the Regional District in any way.

### **Conflict of Interest**

16. The Consultant must not perform, for gain, any services for any person other than the Regional District, or have an interest in any contract other than this Agreement, if the Regional District determines, acting reasonably, that performance of the services, or the Consultant's interest in the contract, creates a conflict of interest between the obligations of the Consultant to the Regional District under this Agreement and the obligations of the Consultant to the other person or between the obligations of the Consultant to the Regional District under this Agreement and the Consultant's pecuniary interest.

### **Assignment of Agreement/Subcontracting of Services**

17. The Consultant must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Consultant from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District

### **Time of the Essence**

18. Time is of the essence of this Agreement.

### **Release and Indemnification**

19. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Consultant shall release, indemnify and save harmless the Regional District and its directors, officers, employees, 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 Consultant, its employees, agents, subcontractors or assigns in the performance of

the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive the expiry or termination of this Agreement.

### **Insurance Requirements**

20. The Consultant shall obtain and maintain:

- (a) Professional liability insurance coverage throughout the Term and for the applicable statute of limitations period relevant to claims asserted by the Regional District in an amount not less than \$5,000,000 in respect of each claim or occurrence and in the aggregate;
- (b) commercial general liability insurance throughout the Term 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 \$5,000,000 per occurrence and shall meet the following responsibilities:
  - (i) name the Regional District as additional insured;
  - (ii) include that the Regional District is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
  - (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - (iv) be primary and non-contributing with respect to any policies carried by the Regional District and will provide that any coverage carried by the Regional District is in excess coverage;
  - (v) not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
  - (vi) include a deductible not greater than \$5,000.00 per occurrence;
  - (vii) include a cross liability clause; and
  - (viii) be on other reasonable terms acceptable to the Regional District.

The Consultant shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Consultant's insurance shall expire or terminate before the end of the Term, the Consultant shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements do not in any way reduce the Consultant's obligations to release and indemnify the Regional District as set out in section 19 of this Agreement.

**WorkSafeBC**

21. The Consultant shall provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Consultant is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

22. The Consultant must take all precautions reasonably necessary to ensure the safety of the Consultant's personnel and all persons employed, contracted or subcontracted by the Consultant to perform the Services.

23. The Consultant is designated as the prime consultant on site.

**Severability**

21. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

**Notice**

24. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Squamish-Lillooet Regional District  
1350 Aster Street, Box 219  
Pemberton, B.C. V0N 2L0  
Fax Number: (604) 894-6526  
E-mail Address: [rwainwright@slrd.bc.ca](mailto:rwainwright@slrd.bc.ca)  
Attention: Ryan Wainwright, Emergency Program Manager

To the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

### **Interpretation and Governing Law**

#### 25. In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

26. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

### **Binding on Successors**

27. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

### **Entire Agreement**

28. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

### **Waiver**

29. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

### **Freedom of Information and Protection of Privacy Act**

30. The Consultant understands that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and agrees that this Agreement and the information it

contains, and any information supplied by the Consultant to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.

31. The Consultant understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Consultant supplied to the Regional District in connection with this Agreement, whether or not the Consultant has expressly stipulated that the information in question is confidential for the purposes of that enactment.

### **Counterparts**

32. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

**SQUAMISH-LILLOOET REGIONAL DISTRICT** by its authorized signatory:

\_\_\_\_\_  
Lynda Flynn  
Chief Administrative Officer

\_\_\_\_\_  
Date

*[Name of Consultant]*  
by its authorized signatory:

\_\_\_\_\_  
*[Name]*  
*[Title]*

\_\_\_\_\_  
Date

**Schedule “A”**

**TERMS OF REFERENCE**

*[Consultant's Proposal (as accepted by the Regional District) to be attached.]*



**P. APPENDIX B – Receipt Confirmation Form**

See attached.

**RFP RECEIPT CONFIRMATION FORM**

**Please complete this form and return immediately to:**

Contact Person: **Ryan Wainwright, SLRD Emergency Program Manager**  
Address: **Box 219, 1350 Aster St., Pemberton, BC V0N 2L0**  
Telephone No: **(604) 698-6442**  
Email: [\*\*rwainwright@slrd.bc.ca\*\*](mailto:rwainwright@slrd.bc.ca)

***Failure to return this form may result in no further communication regarding this RFP.***

<b>Company Name</b>	
<b>Address</b>	
<b>Contact Person</b>	
<b>Title</b>	
<b>Phone Number</b>	
<b>Email</b>	

***I/We have downloaded a copy of the SLRD RFP "Flood and Geohazard Risk Review" and I/we intend to submit a proposal.***

<b>Print Name</b>	
<b>Title</b>	
<b>Date</b>	___ / ___ / 2017
<b>Signature</b>	