

BOWEN **ISLAND** **Municipality**

Request for Proposals

Grafton Lake Watershed Management Plan

BIM-RFP-2025-02

Requested by

Bowen Island Municipality

981 Artisan Lane

Bowen Island, BC

V0N 1G2

Issued on October 3, 2025

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1 Information for Proponents

1.1 Overview

Bowen Island Municipality is seeking proposals from qualified consultants to develop a comprehensive Watershed Management Plan for Grafton Lake. The project intends to balance the Lake's role as a drinking water source with recreational use, current residential and agricultural land use, future development, and the area's ecological values.

The Watershed Management Plan will include an assessment of values and threats, set management goals and strategies to achieve them, and establish guidelines for monitoring and adaptive management.

Bowen Island Municipal Council has identified the watershed management plan as a priority in their 2023-2026 Strategic Plan, an interim report to Council will be required by September 2026.

Based on a review of responses to this Request for Proposals, the Bowen Island Municipality intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in Section 2.

1.2 Closing date, time and delivery requirements

Proponents interested in responding to this RFP shall provide one (1) electronic PDF copy of their proposal.

Proposal submissions **must** be received by the Municipality on or before the Closing Date and Time:

2:00 pm on November 3, 2025

Proposals should be clearly marked as follows:

Bowen Island Municipality

BIM-RFP-2025-02

Grafton Lake Watershed Management Plan

Proposals should be emailed to: bim@bimbc.ca

Please note the following:

- It is the sole responsibility of the Proponent to ensure they allow themselves enough time to submit their Proposal to the Municipality prior to the closing time and date; and all costs to prepare the Proposal shall be borne solely by the Proponent

- Late proposals will NOT be accepted and will be returned unopened to the proponent
- Proposals will NOT be opened in public

1.3 Communication and enquiries

All technical enquiries with regard to this RFP are to be directed in writing by email to the following contact person and department. Information obtained from any other source is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and will be distributed directly to all Proponents via the BC Bid website.

Carla Skuce, Manager of Environment & Parks Planning

Email: cskuce@bimbc.ca

All enquires and questions are to be submitted in writing via email prior to 3:00 pm on October 20, 2025. Bowen Island Municipality reserves the right to not answer any enquiries that are submitted after 3:00 pm on October 20, 2025.

1.4 Addenda

All addenda, amendments, or further information with regard to this RFP will be published on the BC Bid website. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the Municipality. It is the sole responsibility of the Proponent to monitor the BC Bid website regularly to check for updates.

1.5 Amendments to and withdrawals of proposals

Amendment to proposals

Proposals may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and either hand-delivered or emailed to the RFP's contact address or email.

Withdrawal of proposals

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter either hand-delivered or emailed to the RFP's contact address or email.

1.6 Terms, general conditions, and Municipality's reserved rights

Acceptance of proposals

- Bowen Island Municipality reserves the right to accept any response to this RFP which it deems to be in its own interest and/or to reject all Responses. Responses that are incomplete, conditional, or obscure or which contain additions not called for, erasures or

alterations or irregularities of any kind may be rejected. Proposals will be assessed based on the evaluation criteria, and the Municipality reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.

- All proposals must conform to the instructions contained herein. If a Proposal does not conform, it may be rejected by the Municipality.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.
- 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, or Municipal statute, regulation, or bylaw.

Irrevocability

Subject to the Proponent's right to withdraw a Proposal prior to the closing date and time, all Proposals shall be irrevocable for a period of (60) business days from the closing date of the RFP.

Ownership of proposals

All Proposals, including any attachments and documentation, submitted to and accepted by the Municipality in response to this RFP become the property of the Municipality. They will be received and held in confidence by the Municipality, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA).

Liability for errors

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

Definition of contract

Notice in writing to a Proponent of the acceptance of its Proposal by the Municipality and the subsequent full execution of the written Contract will constitute a Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

No lobbying

Proponents, Proponent team members including key individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the competitive selection process, including for the purpose of influencing the outcome of the competitive

selection process. Further, no such person (other than as expressly contemplated in the RFP) will attempt to communicate in relation to the Project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the Municipality, or any member of the Municipality Council or Committees for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to proposals of any proponents;
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Consultant, or any negotiations with the Consultant;
- Promoting the Proponent or its interests in the Project;
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the Project, including in a manner which may give the Proponent a competitive or other advantage over other proponents; and
- Criticizing the proposals of other Proponents.

Subcontracting

The successful Proponent ("Consultant") shall not assign or subcontract any part of this agreement without prior written consent of the Municipality. No permitted assignment or subcontract shall relieve the Consultant from its obligations arising from the RFP or impose any liability upon the Municipality to any assignee or subcontractor. The Consultant shall at all times be held fully responsible for any and all acts and omissions of the assignee's or subcontractor's directors, officers, independent contractors, employees, subcontractors, shareholders, agencies, partners, and volunteers.

The Municipality shall not permit the Consultant to subcontract to any entity or individual whose current or past corporate or other interests may, in the Municipality's opinion, give rise to a conflict of interest in connection with the project to be undertaken or the services to be provided pursuant to this RFP. This includes, but is not limited to, any entity or individual involved in the preparation of the Proponent's proposal.

Further, in addition to or in lieu of any other remedies that the Municipality has in law or in equity, Bowen Island Municipality shall have the right to terminate the agreement in the event that the Municipality, in its sole discretion, determines that the selected Consultant has contravened the prohibition set forth in the preceding paragraph.

Claims or possible claims

The Municipality will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the Municipality on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving the Municipality, until a final decision is rendered and for a period of three (3) years thereafter.

Collusion

A reasonable suspicion or collusion between two or more Proponents shall be sufficient cause for the rejection of all Proposals so affected.

Credit and reference check

The Municipality shall be entitled to verify the Proponent's references and credit and financial situation at any time during the RFP process.

Cost of proposal

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and the Municipality shall, under no circumstances, be liable to compensate respondents for such costs.

1.7 Terminology

Throughout this RFP, the following terminology is used:

"Consultant" means the successful proponent to the RFP who enters into a written contract with Bowen Island Municipality

"Contract" means the written agreement resulting from the RFP, executed by Bowen Island Municipality and the Consultant

"Force Majeure" means causes that are beyond a party's control, and which are unavoidable by the exercise of reasonable foresight

"Must" means a mandatory requirement to be met in order for a Proposal to receive consideration

"Proponent" means an individual or company that submits, or intends to submit, a proposal in response to this RFP

"Proposal" means the proponent's submission in response to this RFP

"RFP" means this Request for Proposal

"Shall" means a mandatory requirement to be met in order for a Proposal to receive consideration

"Should" means a desirable requirement that has a significant degree of importance to the objectives of the RFP

"Municipality" means Bowen Island Municipality

"Work" means any labour, efforts, and/or duty required to accomplish the purpose of this project

2 Grafton Lake Watershed Management Plan Scope & Deliverables

2.1 Introduction

Bowen Island Municipality is seeking proposals from qualified consultants to develop a comprehensive Watershed Management Plan for Grafton Lake. The Municipality has a responsibility to manage Grafton Lake as a drinking water source, and as new owners of the surrounding lands, responsibility to manage effectively to protect the watershed. The project intends to balance the Lake's role as a drinking water source with recreational use, current residential and agricultural land use, future development, and the area's ecological values.

The Watershed Management Plan will include an assessment of values and threats, set management goals and strategies to achieve them, and establish guidelines for monitoring and adaptive management.

Bowen Island Municipal Council has identified the watershed management plan as a priority in their 2023-2026 Strategic Plan, an interim report to Council will be required by September 2026.

Based on a review of responses to this Request for Proposals, the Bowen Island Municipality intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in Section 2.

2.2 Background

Grafton Lake is the drinking water supply for the Cove Bay water system, which serves about half the population of Bowen Island (about 2,000 residents), as well as commercial properties in Snug Cove. Plans are underway to expand the system within the next year, adding about another 400 residents to be supplied from the Lake.

In 2023, Bowen Island Municipality acquired a large parcel of land surrounding the Lake. The land is dedicated as parkland to be protected in perpetuity and includes a recreational trail network around the lake. Other recreational uses include swimming in the lake and non-motorized vessels on the lake.

The lake has significant ecological values which are affected by other uses, for example, the ecological effects of water level fluctuations resulting from the use of the Lake as a water source. Outflows from the Lake feed the most significant salmon-bearing creek on the Island and maintenance of year-round flows are essential.

There are also downstream water users that are impacted by outflows from the Lake. The Municipality's water use licence for Grafton Lake contains discharge requirements for minimum flow rates to address both environmental flow needs for salmon and downstream water users.

Development of several residential properties (about 20) within the watershed are underway. There is a larger subdivision that will be built out over the next several years, adding significantly more development (about 150 homes) in the watershed.

Previous Studies

While many studies have been completed (see below), establishment of the new park, proposed developments, and the expansion and growth of the Cove Bay water system have renewed the need for assessing the state of the watershed and implementing measures to protect it. The consultant should be aware of the following studies and documents to review and consider as part of the Proposal.

Watershed studies completed in 2003 and 2009 included water quality monitoring of sub-watersheds, hydrological and ecological monitoring and education and communication programs.

- 2002-2003 Grafton Lake Watershed Study -watershed water quality, education
- 2005 Waterscape Bowen Island – educational, water quality protection, conservation
- 2007-2009 Grafton Lake Watershed Study, Report No. 2 – environmental monitoring, public education
- 2009 Cove Bay Water System Long Range Plan Update – demand, hydrology, water quality
- 2011 Bowen Island – Cove Bay Water Conservation Plan – supply demand analysis, reduction strategies

Environmental studies completed in support of the Grafton Lake Lands Rezoning proposal (RZ approved in 2017) provide some baseline information.

- 2015 Review of Environmental Issues for the Development of the Grafton Lake Lands
- 2016 Environmental Overview: Grafton Lake Rezoning Project
- 2017 Wildlife Species at Risk: Grafton Lake Lands Development Project

Modeling work was completed in anticipation of the expansion of the Cove Bay water system to include users of the Eagle Cliff water system. The modeling considered increased demand from the expansion and additional users associated with new development, and incorporated climate data to assess the effect of prolonged drought and other climate change related stressors.

- 2019 Water System Improvements: Eagle Cliff–Cove Bay Conceptual Design – water supply
- 2019 Cove Bay water treatment plant - adapting to climate change
- 2020 Assessment Of The Supply And Demand Of Cove Bay Water System
- 2021 Grafton Lake Water Supply and Water Conservation Considerations Memo

Islands Trust Freshwater Sustainability Program has produced reports and maps pertaining to aquifers and groundwater recharge potential including sensitivity analyses.

- 2021 Freshwater Sustainability Strategy
- 2023 Islands Trust Area Aquifer Conceptualization

- 2023 Groundwater Recharge Potential Mapping

Most recently, a water quality analysis performed by Raincoast Conservation Foundation detected 125 contaminants out of 587 measured.

- 2025 A water quality snapshot of Grafton Lake, Bowen Island

In addition to the studies above, as a drinking water source, Grafton Lake undergoes annual testing of raw water and treated water. Results are linked in the consolidated annual report for all municipal water systems, and on the BIM website.

- 2024 Municipal Water Systems - Drinking Water Quality Annual Report

2.3 Project Scope and Deliverables

Objectives

The Grafton Lake Watershed Management Plan is intended to be a comprehensive management plan for the entire watershed. The Plan will take a holistic approach to protect water supply, ecosystems, recreation, and other land use values. The Plan is intended to

- Ensure that the primary long-term safe water supply objective can be achieved while also supporting other important values including the ecosystems of the lake, surrounding areas and downstream creeks.
- Ensure the protection and sustainable management of the island's largest drinking water source and allow for this source to serve an expanded area and accommodate future development while accounting for the expected effects of climate change.
- Provide guidance for management of the municipal owned park lands surrounding the lake, including preservation of the ecosystems in this area, and support of suitable recreation.
- Provide guidance on accommodating planned development without compromising short and long-term watershed health.

Scope

The Plan must address all of the following components.

- a. Context – watershed, park and lake information/assessment
- b. Values – cultural, recreational, ecological (aquatic/terrestrial), water resource, human health
- c. Threats – pollution, drought, invasive species, development, cumulative impacts

- d. Water quality protection – agricultural & stormwater runoff, nutrient budgeting, drinking water treatment
- e. Water quantity/levels – for human consumption, ecological protection, and downstream users
- f. Land use planning – park/residential development, zones/measures for protection of water quality and significant features
- g. Climate change effects and adaptation strategies
- h. Natural assets management – identify and value
- i. Management goals, objectives, and strategies
- j. Cost estimates of recommended capital projects/actions items broken down over the 5, 10 and 20 years.
- k. Monitoring and adaptive management

Description of Work

The key tasks include, but are not limited to:

1) Gather and Analyze Data

- a) Review previous studies to identify gaps in data and determine what further testing is required to assess the health of the watershed and determine potential sources of contamination.
 - i) Proponents are required to review **Monitoring Plan Implementation Protocol – Draft TOR** and provide a proposed methodology for implementing and refining the monitoring program. While baseline requirements are provided, proponents should use their professional expertise and existing data to recommend adjustments to sampling frequency, analyte list, QA/QC protocols, and reporting methods.
 - ii) Include targeted sampling and analysis for sucralose, pharmaceuticals, personal-care chemicals, caffeine, and at least one bacterial source-tracking method (technical requirements detailed in Monitoring Plan Implementation Protocol – Draft TOR).
- b) Perform risk/hazard analysis and identify vulnerabilities.
 - i) Include climate-related hazards such as drought, wildfire, flooding, increased runoff of sediments, nutrients and pathogens, and warming water increasing the potential for harmful algal blooms.
 - ii) Include a drinking water contaminant source inventory and risk assessment of potential contaminants including recreation-related pathways, with reference to applicable drinking water regulations.

- iii) Review Islands Trust groundwater recharge potential mapping to identify sensitive areas that require protection for maintenance of groundwater quantity and quality.
- c) Map and assess all septic systems in the watershed (including age, type, permit history, and setback compliance).
- d) Perform natural assets inventory and valuation.
- e) Integrate community knowledge and Indigenous ways of knowing gathered during the consultation into the analyses.
- f) Review available baseline environmental data, collect additional data as necessary and complete ecological assessment.

2) Identify Values and Threats

- a) Undertake community consultation to understand current and desired uses in the Park and watershed. Include at least one in-person event for the public and one island-wide survey.
- b) Consult with the Squamish Nation to identify potential cultural values and traditional knowledge of the watershed.
- c) Consult other stakeholders such as the Parks, Environment and Climate Action Advisory Committee, the Bowen Island Fish and Wildlife Club and Vancouver Coastal Health to gather local knowledge.
- d) Review current and planned development and land uses in the watershed.
- e) Perform a water balance between inflows and recharge and outflows and future usage.

3) Set Management Goals

- a) Set goals for improving and protecting the short and long-term health of the watershed.
- b) Based on the health of the watershed, set targets for water quality.
- c) Define objectives around addressing identified threats and vulnerabilities.
- d) With consideration of community and Squamish values, include goals to protect and enhance ecological, cultural and recreational values.
- e) Include development of community support, stewardship and education.

4) Develop Management Strategies

- a) Create guidelines for management of the surrounding parklands, including types of activities allowed or restricted within different parts of the park, visitor use, accessibility, and make recommendations for supportive infrastructure.

- i) Use science-based decision making to determine allowable uses of the Lake and surrounding park. E.g. swimming, non-motorized boats, dog usage.
- b) Building on the educational programs designed in the 2007-2009 Watershed Study, develop educational resources for the community, and a plan to deliver them.
- c) Develop guidelines for integrating watershed management into land use planning activities and development decisions, including both privately and publicly owned land. Determine what land use bylaws, policies and regulations are required to protect the watershed.
 - i) Include integration of the Islands Trust groundwater recharge potential mapping.
 - ii) Recommend a septic inspection, maintenance and reporting program.
 - iii) Draft recommended bylaws/policies text, Development Permit Area/protection zone maps, and enforceable covenants for lands adjoining the Lake and recharge zones.
- d) Make recommendations for improvements and maintenance of municipal infrastructure around the Lake, including stormwater management, trails, utilities and roads.
 - i) Include capital recommendations with cost estimates and funding pathways.
- e) Make recommendations for improvements to utilities operations, including dam functions, particularly as they relate to maintaining ecological integrity of the Lake and Terminal Creek.
- f) Develop adaptation strategies to make the watershed more resilient to climate change impacts.

5) Make Recommendations for Monitoring and Adaptive Management

- a) Define monitoring plan including frequency (baseline, seasonal, storm events), analytes (including CECs and fecal markers), QA/QC, and public reporting and set action thresholds.
- b) Include short-term protective actions for when triggers exceeded (e.g. shoreline closures) with capital costs where applicable.

Deliverables

The consultant shall deliver, at a minimum, the following key deliverables.

- Development and execution of an approved project plan, to be approved by BIM internal project team.
- Proponents are required to review **Monitoring Plan Implementation Protocol – Draft TOR** and provide a proposed methodology for implementing and refining the monitoring program. While baseline requirements are provided, proponents should use their

professional expertise and existing data to recommend adjustments to sampling frequency, analyte list, QA/QC protocols, and reporting methods.

- Updates every two weeks to Project Manager (can be Teams call or email).
 - Meeting agendas and minutes.
- Meeting(s) with internal and external collaborators to collect information & data, solicit input, and review recommendations.
 - Communications and/or educational materials including maps for engagement events.
- Interim memos summarizing data review and stakeholder input.
- Draft and final report summarizing the findings, explaining data analysis, methodology, recommendations, and cost estimate associated to each item.
 - Supporting tools and templates including monitoring plan, annual public-facing “Water Quality Report Card” template, draft bylaw and policy language and maps (in GIS-compatible formats), prioritized capital plan with costing and funding sources, and 1-page “Executive Priorities” summary for Council.
- Final Grafton Lake Management Plan submitted in editable and pdf formats.
- Presentation of an interim report (before September 2026) and the final report to Council in-person.

3 Contents of Proposal

At a minimum, and in addition to a statement indicating any past, existing, or potential conflict of interest, including with any business or landowner within Bowen Island Municipality, proposals shall include the following information:

3.1 Corporate Qualifications and experience

Proponents must include a brief summary of their company’s background, area of expertise, and organization chart. Proponents shall list any subcontractors or sub-consultants they intend to use, and provide a similar summary. Proponents shall include at least three (3) project abstracts that clearly outline previous municipal projects with similar consulting service, analysis, modeling, and document preparation. The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project scope and challenges, location, client names, and references.

3.2 Experience, depth, and breadth of project team

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, and notable achievements in each area of the Work. Proponents shall provide a table clearly indicating what role and responsibility each team member will play, and the anticipated hours of each member in each phase. The Municipality must be kept apprised of (and approve any) changes or substitution of key personnel.

3.3 Approach and methodology

Proponents are to confirm their understanding of the scope of work and deliverables, and clearly define and describe how their proposed approach would meet them. The work plan should include a scheduling of activities and resources necessary to meet the project objectives, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities. Provide a statement of your expectations of the Municipality, anticipated project risks and your approach to managing those risks.

3.4 Quality assurance and control

Strategic decisions will be based on the collected data and analysis results provided by the Consultant. Proponents shall provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and negatively impact decision-making processes on which recommendations to the Municipality are made.

3.5 Schedule of work

Proponents shall include a project schedule GANTT chart listing each tasks start dates and duration. It shall note anticipated progress meeting dates, milestones, other key events, and major project deliverables. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP deliverable target dates.

3.6 Cost/proposed fee for project

The Bowen Island Municipality has approved a budget of \$100,000 to complete the Grafton Lake Watershed Management Plan. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the Municipality, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other expenses.

Proponent could indicate options for “value-added” opportunities to be considered additional to the total project budget.

3.7 Hourly project team member rates

As a supplement, a schedule of rates for all key personnel, technical staff, and support personnel must be included in the proposal.

4 Proposal Evaluation

The Municipality, in its sole discretion, may disqualify any proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the proponent misrepresents any information provided within it.

Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their proposals any and all relevant information that would allow the Municipality to accurately assess their organization with regard to the evaluation criteria. The Municipality will make no assumptions on the behalf of the Proponent.

The Municipality shall consider each Proposal and, after such consideration, shall have the right to require any or all of the respondents to attend a presentation to the BIM project team or committees to clarify their Proposal. The Municipality reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

4.1 Evaluation criteria

The Bowen Island Municipality recognizes that “best value” is the essential component of this project, and therefore the Municipality will give careful consideration to both technical and cost factors in its selection criteria.

Table 1 below identifies the key criteria that the Municipality has deemed relevant, and the point assignment of each.

Description	Evaluation Criteria	Weighting
Qualifications and Experience	Demonstrated success on other similar projects. Relevant qualifications and experience of Project Team members and subcontractors in each applicable area	25
Approach and Methodology	Thorough and demonstrable understanding of the requirements and expectations. Ability to articulate that knowledge and understanding. Clear methodology.	35
Quality Assurance and Control	Clearly demonstrates the importance of QA/QC for this project and how it will be maintained throughout the project. Articulate communication plan with relevant Municipal Staff.	5

Schedule and Workplan	Proposed schedule and workplan, identification of significant milestones and ability to meet Municipal Deadlines	15
Financial	Total Fee and Disbursements, and overall value of proposal.	15
Added Value Offerings	Proponents have the opportunity to offer and describe any value-added services not specifically asked for, and detail as to what the Proponent is prepared to supply as part of the Contract, including potential cost savings.	5
Total		100

Table 1 – Evaluation criteria

5 Award

This RFP is not a tender and does not commit Bowen Island Municipality in any way to select a Consultant. The Municipality reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the Municipality to so do.

5.1 Right to negotiate

After the contract has been awarded to the Consultant, the Municipality reserves the right to negotiate minor changes, amendments, or modifications to the Consultant’s Proposal, without offering the other Proponents the opportunity to amend their Proposals.

5.2 Failure to execute and agreement

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, the Municipality may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of the Municipality, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the Municipality, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the Municipality reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the Municipality further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

5.3 Reporting and communication

The successful Consultant shall report to Bowen Island Municipality’s Manager of Environment & Parks Planning who will oversee day-to-day coordination of this project. Approval will be required

prior to the Consultant proceeding with subsequent components of the project or altering the work plan.

Proposals should allow for monthly meetings with the project team in addition to an initial project start up meeting in order to ensure the project is progressing as required. All meetings will be held at the Municipality's offices, and virtually via Zoom, unless arranged otherwise.

5.4 Insurance

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant's own cost and expense, in such amount, and in such forms, acceptable to the Municipality.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount of two million dollars (\$2,000,000) per occurrence.

5.5 Regulatory and legislative compliance

The successful Consultant shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Consultant will provide the Municipality with a copy of their current Certificate of Clearance from WorkSafe BC.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

5.6 Force majeure

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause.

In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

5.7 Default by consultant

In the event that the Consultant is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be cancelled at the full discretion of the Municipality.

5.8 Indemnification

The Consultant shall indemnify and save harmless the Municipality, its employees, trustees, officers, council members, independent contractors, subcontractors, agents, volunteers, successors,

and assigns from any and all losses, costs, and damages including, but not limited to: incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity. Liabilities include, but are not limited to: any and all liability for damages to property and injury to persons (including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind. Any expenses including, but not limited to: legal fees for a solicitor which indemnified persons, entities or organizations may suffer or incur howsoever caused, arising out of or in connection with, in any way related to, or as a result of:

- Anything done or omitted to be done by the Consultant or the Consultant's personnel with respect to their obligations under the contract or otherwise in connection with this RFP, including any breach by the respondent of its obligations under this contract or any breach by the Consultant representations, warranties and covenants set forth in the Consultant's proposal; and
- Any alleged infringement or infringement of any patent, copyright, trade mark, trade secret, or other intellectual or industrial property right or contractual right or obligation of any third party by reason of the purchase, use, or possession of any of the services or deliverables under this contract

6 Appendices

Monitoring Plan Implementation Protocol – Draft TOR (to be refined by Proponent)