



**COWICHAN VALLEY REGIONAL DISTRICT**

**REQUEST FOR PROPOSALS**

**NO. R17-06**

**Community Wildfire Protection Plan Update**

Proposals will be received on or before 2:00 p.m. local time

**June 15, 2017**

(Closing Date and Time)

COWICHAN VALLEY REGIONAL DISTRICT  
175 INGRAM STREET  
DUNCAN, BRITISH COLUMBIA  
V9L 1N8  
[www.cvrld.bc.ca](http://www.cvrld.bc.ca)

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## TABLE OF CONTENTS

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS .....	3
1.1 Invitation to Proponents .....	3
1.2 RFP Contact .....	3
1.3 Type of Contract for Deliverables .....	3
1.4 RFP Timetable .....	3
1.5 Submission of Proposals .....	3
PART 2 – RFP PARTICULARS .....	5
2.1 The Deliverables .....	5
2.2 Material Disclosures .....	5
part 3 - EVALUATION AND NEGOTIATION .....	7
3.1 Stages of Evaluation and Negotiation .....	7
3.2 Stage I – Mandatory Submission Requirements .....	7
3.3 Stage II – Evaluation .....	7
3.4 Stage III – Pricing .....	7
3.5 Stage IV – Ranking and Contract Negotiations .....	10
PART 4– TERMS AND CONDITIONS OF THE RFP PROCESS .....	11
4.1 General Information and Instructions .....	11
4.2 Communication after Issuance of RFP .....	12
4.3 Notification and Debriefing .....	12
4.4 Conflict of Interest and Prohibited Conduct .....	13
4.5 Confidential Information .....	14
4.6 Procurement Process Non-binding .....	14
4.7 Governing Law and Interpretation .....	15
APPENDIX A – SUBMISSION FORM .....	16
APPENDIX B – REFERENCE FORM .....	19

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Cowichan Valley Regional District (“the CVRD”) to prospective proponents to submit proposals for the provision of a **Community Wildfire Protection Plan (CWPP) Update** as further described in the RFP Particulars (Part 2) (the “Deliverables”).

### 1.2 RFP Contact

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

**Anthony Jeffery** email: [purchasing@cvrd.bc.ca](mailto:purchasing@cvrd.bc.ca)

### 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the CVRD for the provision of the Deliverables.

It is the CVRD’s intention to enter into an agreement with only one (1) legal entity. The CVRD may award up to three extra CWPP Updates for other regions within the District as future work that needs to be completed by the CVRD.

### 1.4 RFP Timetable

Issue Date of RFP	<b>May 25, 2017</b>
Deadline for Questions	<b>June 9, 2017</b>
Deadline for Issuing Addenda	<b>June 12, 2017</b>
Submission Deadline	<b>June 15 @ 2:00 p.m. local time</b>
Rectification Period	<b>3 days from issue of notice</b>
Interviews	<b>Last week of June 2017</b>
Notification to Highest Ranked Proponent	<b>First week of July 2017</b>

The RFP timetable is tentative only, and may be changed by the CVRD at any time.

### 1.5 Submission of Proposals

Submissions must be sent by email to the RFP Contact at the email address set out above. The complete submission must be received in the inbox of the RFP Contact’s email address by the Submission Deadline. Submissions received after the Submission Deadline will not be considered.

#### 1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

#### 1.5.3 Amendment of Proposals

Proponents may amend their proposals via email to the RFP contact prior to the Submission Deadline by submitting the amendment prominently marked with the RFP title and number in the

email subject line. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

#### **1.5.4 Withdrawal of Proposals**

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

[End of Part 1]

## **PART 2 – RFP PARTICULARS**

### **2.1 The Deliverables**

This RFP is an invitation to prospective respondents to provide an update to our 2011 CWPP. This update will commence with our Cowichan South Zone. The updated CWPP will serve as a framework for a comprehensive long-term resiliency plan for the geographic Cowichan Valley Regional District. It will be used to prioritize future wildfire hazard protection in our communities and foster a regional collaborative approach and aligning with neighboring fire districts and municipalities to reduce wildfire risk and hazards in the area.

#### **2.1.1 Background**

The CVRD, in July 2011, applied for funding under the SWPI for an update to their 2006 Community Wildfire Protection Plan (CWPP) to cover areas where the existing plan is outdated due to changes in land and/or forest fuel hazard conditions or other factors.

Since 2006, several electoral areas and municipalities within the CVRD have revised or are in the process of revising their Official Community Plans, including South Cowichan (Shawnigan Lake, Mill Bay and Cobble Hill), the Town of Lake Cowichan and Cowichan Lake South/Skutz Falls. It was also noted that since 2006, thousands of hectares of private forestland within the CVRD have been sold for residential development, and new parkland dedications and a regional trail network have been established.

Unfortunately the CWPP was found to be deficient in a number of key technical aspects and technical deficiencies were identified in the spatial data. It was specifically noted that the entire area of the CVRD is much too large an area to be covered with reasonable detail and accuracy by a CWPP. This resulted in the project grant not being awarded.

This current CWPP update will be based on the 2011 report; however, this time the region will be separated into four geographic areas and have a CWPP for each area. These CWPP's would then "dovetail" to be a living, integrated document.

#### **2.1.2 Timeline**

Completed report and presentations within 6 months of the awarded contract.

### **2.2 Scope of Work**

The CWPP must include:

- 1) Meeting with Stakeholders
- 2) A review of relevant documents
- 3) Review of existing Provincial Threat Analysis data
- 4) Review and revise hazard assessment mapping
- 5) Provide strategic direction to the CVRD related to the preparation of bylaws, emergency planning, and future fuel management planning
- 6) Provide advice on maintenance of areas where fuel hazard modification has occurred to date and identify any moderate, high, or very high fuel hazards

- 7) Fold out 11"x17" maps
- 8) Word copy of the final plan
- 9) Full compliant with the update 2017 UBCM SWPI guidelines and the update BC Wildfire Service Wildfire Threat Assessment Guide and Worksheets:  
<http://www.ubcm.ca/assets/Funding~Programs/LGPS/SWPI/Applications2017/swpi-2017-WTA.guide.pdf>
- 10) Quarterly progress reports to CVRD primary contact are expected
- 11) Formulate a draft copy of a CWPP update (Cowichan South Zone) to be reviewed by the CVRD, Coastal Fire Centre, and Wildfire Management Branch
- 12) Two presentations of the final draft to; the CVRD **Board and relevant stakeholders**

[End of Part 2]

## **PART 3 - EVALUATION AND NEGOTIATION**

### **3.1 Stages of Evaluation and Negotiation**

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

### **3.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the CVRD will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the CVRD issues a rectification notice to the proponent. The mandatory submission requirements are:

#### **Submission Form (Appendix A)**

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

#### **Reference Form (Appendix B)**

Each respondent must complete a Reference Form (Appendix B) and include it with its submission

### **3.3 Stage II – Evaluation**

Stage II will consist of a scoring on the basis of the Rated Criteria. Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFP.

### **3.4 Rated Criteria**

The following is an overview of the categories and weighting for the rated criteria:

Rated Criteria Category	Weighting	Points
<b>Knowledge, skills and abilities (KSA)</b> <ul style="list-style-type: none"> <li>Wildfire knowledge 10 years minimum, Coastal Fire and Fuel type preference</li> <li>Skills, wildfire operational experience or equivalent</li> <li>Abilities, past satisfactory UBCM SWPI CWPP and CWPP update products</li> <li>Applied knowledge of CFFDRS, BEC, and Coastal BC Fuel types</li> </ul>	2 2 4 2	___/10
<b>Competencies &amp; Communications (Good Verbal and Written)</b> <ul style="list-style-type: none"> <li>Team Building &amp; Leadership, working with LG and stakeholders, OCP development integration, FNESS CWPP and emergency planning, etc.</li> <li>Partnership Building, guiding a team through a process for a common result</li> </ul>	5 5	___/10
<b>Current member of ABCFP in good standing</b> <ul style="list-style-type: none"> <li>RPF CWPP sign off, RPBio equivalency</li> <li>Wildfire, fire and fuel management experience at stand and landscape levels</li> </ul>	5 5	___/10
<b>Fuel and Fire management currency</b> , per ABCFP Summary below (one point per skill) <ul style="list-style-type: none"> <li>An understanding of fire and fuels management goals &amp; objectives</li> <li>Understanding wildfire suppression principles in Bc</li> <li>Understanding of wildfire behaviour principles</li> <li>Ability to appropriately assess wildfire and fuel hazards</li> <li>Familiarity with BC ecosystems</li> <li>Current with BC Wildfire Act &amp; Regulations, local by-law review experience</li> </ul>	1 1 1 1 1 5	___/10
<b>Compliance and ability to meet standards with UBCM 2017 SWPI Guide (March 2017)</b> <ul style="list-style-type: none"> <li>Field plots, 12 month CWPP update completion timeframe, budget, FireSmart advocate and champion, etc .</li> <li>Geomatics mapping standard capacity (in house or outsource, explained) must include current wildfire behavior modeling expertise &amp; PSTA Knowledge</li> </ul>	5 2 3	___/10
<b>Local Government or associated references:</b>	10	___/10
<b>Minimum Threshold:</b>		<b>45/60*</b>
<b>Pricing</b>	20	___/20
<b>Interviews</b>	20	___/20
<b>Total</b>		___/100

Proponents who do not meet the minimum threshold will not proceed to the interview and pricing stage of the evaluation process. It is anticipated that the CVRD will interview the three (3) highest evaluated proponents.

Points will be assigned for each criteria based on the information provided in the RFP. Scoring shall be awarded on a scale of 0 to 10, where the range is defined as follows:

0	Lack of response or complete misunderstanding of the requirements, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
4	Partially meets expectations; minor weakness or deficiencies, fair probability of success.
6	Meets expectations; Proponent has good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations; high probability of success
10	Fully exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.

### 3.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in 3.4.2.

#### 3.4.1 Proposed Fee Structure

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.

Rates quoted by the proponent shall be an all-inclusive fixed fee and shall include all labour and material costs, all insurance costs, including any and all other overhead, including any fees or other charges required by law.

A Detailed Work Schedule **with** Fees shall be submitted outlining the hours of each team member allocated to each task with fees and subtotal of hours for each task detailed.

#### 3.4.2 Evaluation of Pricing

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category.

For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ( $120/120 = 100\%$ ). A proponent who bids \$150.00 receives 80% of the possible points for that category ( $120/150 = 80\%$ ), and a proponent who bids \$240.00 receives 50% of the possible points for that category ( $120/240 = 50\%$ ).

Lowest rate

----- x Total available points = Score for proposal with second-lowest rate

Second-lowest rate

Lowest rate

----- x Total available points = Score for proposal with third lowest rate

Third-lowest rate

And so on, for each proposal.

### **3.5 Stage IV – Ranking and Contract Negotiations**

#### **3.5.1 Ranking of Proponents**

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

#### **3.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 4) and will not constitute a legally binding offer to enter into a contract on the part of the CVRD or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by the CVRD for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the CVRD for improved pricing or performance terms from the proponent.

#### **3.5.3 Time Period for Negotiations**

The CVRD intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the CVRD invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### **3.5.4 Failure to Enter into Agreement**

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the CVRD may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the CVRD elects to cancel the RFP process.

#### **3.5.5 Notification to Other Proponents**

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the CVRD and a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 4).

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[End of Part 3]

## **PART 4– TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **4.1.1 Proponents to Follow Instructions**

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

#### **4.1.2 Proposals in English**

All proposals are to be in English only.

#### **4.1.3 No Incorporation by Reference**

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

#### **4.1.4 References and Past Performance**

In the evaluation process, the CVRD may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the CVRD or other institutions.

#### **4.1.5 Information in RFP Only an Estimate**

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

#### **4.1.6 Proponents to Bear Their Own Costs**

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

#### **4.1.7 Proposal to be Retained by the CVRD**

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

#### **4.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RFP.

#### **4.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The CVRD makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The CVRD may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **4.2 Communication after Issuance of RFP**

### **4.2.1 Proponents to Review RFP**

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

### **4.2.2 All New Information to Proponents by Way of Addenda**

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

### **4.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **4.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the CVRD may request further information from the proponent or third parties in order to verify clarify or supplement the information provided in the proponent's proposal. The CVRD may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

## **4.3 Notification and Debriefing**

### **4.3.1 Notification to Other Proponents**

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

### **4.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **4.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of notification of the outcome of the procurement process. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

## **4.4 Conflict of Interest and Prohibited Conduct**

### **4.4.1 Conflict of Interest**

The CVRD may disqualify a proponent for any conduct, situation or circumstances, determined by the CVRD, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

### **4.4.2 Disqualification for Prohibited Conduct**

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

### **4.4.3 Prohibited Proponent Communications**

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

### **4.4.4 Proponent Not to Communicate with Media**

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

### **4.4.5 No Lobbying**

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

### **4.4.6 Illegal or Unethical Conduct**

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

### **4.4.7 Past Performance or Past Conduct**

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

- (a) illegal or unethical conduct as described above;

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

#### **4.5 Confidential Information**

##### **4.5.1 Confidential Information of the CVRD**

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

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

##### **4.5.2 Confidential Information of Proponent**

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

#### **4.6 Procurement Process Non-binding**

##### **4.6.1 No Contract A and No Claims**

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

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

##### **4.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the CVRD by this RFP process until the

successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **4.6.3 Non-binding Price Estimates**

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

#### **4.6.4 Cancellation**

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

#### **4.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 4):

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

[End of Part 4]

## APPENDIX A – SUBMISSION FORM

### 1. Proponent Information

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

### 2. Acknowledgment of Non-binding Procurement Process

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

### 3. Ability to Provide Deliverables

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

### 4. Non-binding Pricing

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

## 5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_. If this section is not completed, the proponent will be deemed to have received all posted addenda.

## 6. No Prohibited Conduct

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

## 7. Conflict of Interest

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

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

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the CVRD within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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#### **8. Disclosure of Information**

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

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

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Date

I have the authority to bind the proponent.

## APPENDIX B – REFERENCE FORM

The proponent must provide details of 3 projects similar to this project.

### Reference #1

<b>Reference contact Information</b> <b>Name:</b> <b>Organisation:</b> <b>Title:</b> <b>Email:</b> <b>Phone Number:</b>
<b>Project name:</b> <b>Value of the Project:</b> <b>Contract Period:</b>
<b>Description of the Project:</b>
<b>Positive Aspects of the Project:</b>
<b>Challenges Faced on the Project:</b>
<b>Scheduling Challenges:</b>
<b>Innovation and Value Added Services:</b>

## Reference #2

<b>Reference contact Information</b> <b>Name:</b> <b>Organisation:</b> <b>Title:</b> <b>Email:</b> <b>Phone Number:</b>
<b>Project name:</b> <b>Value of the Project:</b> <b>Contract Period:</b>
<b>Description of the Project:</b>
<b>Positive Aspects of the Project:</b>
<b>Challenges Faced on the Project:</b>
<b>Scheduling Challenges:</b>
<b>Innovation and Value Added Services:</b>

### Reference #3

<b>Reference contact Information</b> <b>Name:</b> <b>Organisation:</b> <b>Title:</b> <b>Email:</b> <b>Phone Number:</b>
<b>Project name:</b> <b>Value of the Project:</b> <b>Contract Period:</b>
<b>Description of the Project:</b>
<b>Positive Aspects of the Project:</b>
<b>Challenges Faced on the Project:</b>
<b>Scheduling Challenges:</b>
<b>Innovation and Value Added Services:</b>