



**COWICHAN VALLEY REGIONAL DISTRICT**

**REQUEST FOR PROPOSALS**

**ES-031-17**

**Population Projections and Policy Scan to Support  
CVRD South Sector Liquid Waste Management Plan  
Amendment Study**

**Proposals will be received on or before 2:00 PM local time  
Tuesday, August 1, 2017**

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

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## 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 Population projections and policy scan to support CVRD South Sector Liquid Waste Management Plan Amendment Study **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@cprd.bc.ca](mailto:purchasing@cprd.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. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent.

It is the Region’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of **ending December 31, 2017.**

### 1.4 RFP Timetable

Issue Date of RFP	July 11, 2017
Deadline for Questions	July 21, 2017
Deadline for Issuing Addenda	July 26, 2017
Submission Deadline	August 1, 2017
Anticipated Ranking of Proponents	August 15, 2017

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

The CVRD seeks professional planning services to assist with base information to support the subsequent amendment of the South Sector Liquid Waste Management Plan (SSLWMP).

This RFP's purpose is to:

1. Provide population forecasts and growth scenarios for the plan area. The objective is to support a subsequent engineering analysis of liquid waste management infrastructure options for the orderly and efficient provision of those services in the future
2. Review existing bylaws, provincial policy and lessons learned in other regions and suggest updated environmental policies and guidelines to protect the receiving environment from non point liquid waste and storm water impacts.
3. Development of stakeholder consultation process and preliminary criteria for future planning and infrastructure decision process.

**A second engineering focused RFP will be released at a later date that will utilize this data to complete the engineering analysis of the existing infrastructure and optimization to meet growth scenarios.**

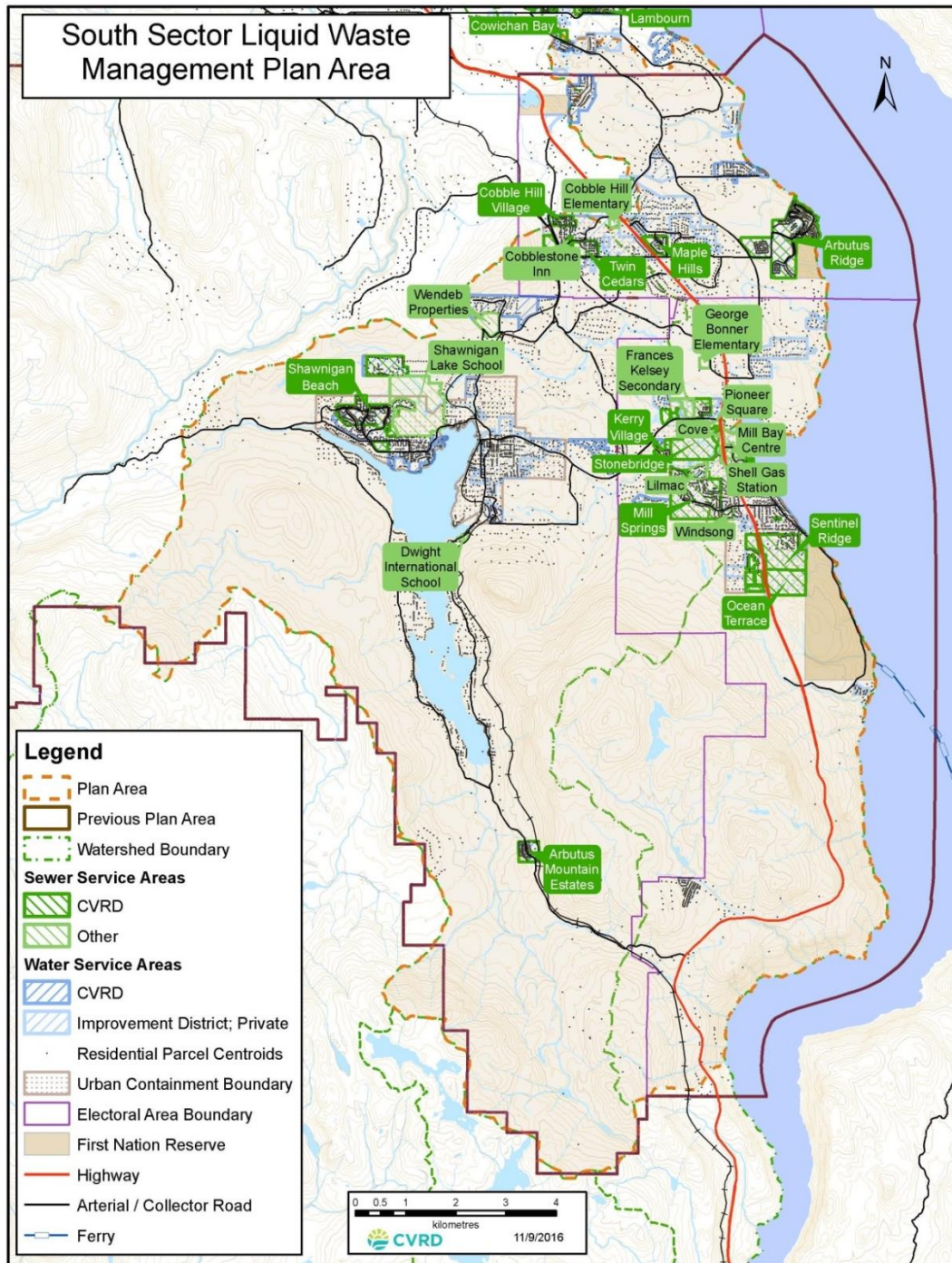
The South Sector Liquid Waste Management Plan amendment **Stage 1 is primarily a community design and planning project.** Indeed, the completion of all stages of a liquid waste management plan requires deep competency in both community planning and engineering. However, the emphasis of work for a Stage 1 report is on the planning and analysis needed to identify plan criteria and a broad list of options/solutions. Stages 2 and 3 of the amendment process will provide more technical detail on the options/solutions.

### 2.2 Scope of Work

#### 2.2.1 Project Area

The project study area has been redesigned from the original plan to a watershed-based boundary. Excluded portions of the original plan area (portions of Koksilah River watershed) will be amalgamated into the Central Sector Waste Management Area at a later time. The map below depicts the updated project area, with respect to sewer service and watershed boundaries as well as existing Urban Containment Boundaries.

The study area covers a range of lands including resource, rural, urban and peri-urban landscapes surrounding the three distinct communities of Shawnigan Lake, Mill Bay, and Cobble Hill. CVRD wastewater systems, private wastewater utilities and residential systems are distributed across the landscape in a non-integrated fashion.



### 2.2.2 Scope of the Consultant's work

This study will be undertaken with involvement from CVRD staff – with representatives from various Departments (Engineering, Planning) and the Public & Technical Advisory Committee.

The Scope of Work includes the following key deliverables focused primarily on projected community design and build out; and environmental planning to support the ongoing development of a updated liquid waste management plan for the area:

- Update and develop population forecast & growth scenarios with CVRD input
- Non-point source control policy review and initial planning recommendations
- Public and stakeholder consultation strategy for public approval of the Problem Statement, and evaluation criteria which will inform further work at a later date,

The original plan, developed in 1998, focused on the establishment of a centralized sewage treatment plant. A change in funding opportunities rendered this option infeasible and has triggered the need for a plan amendment. Due to the extent of changes considered, it is believed that a full three-stage process, including a full public consultation process, will be needed in order to meet the requirements of relevant legislation. The following deliverables are required to undertake the first stages of the LWMP process.

1. The CVRD has regional population projections and analysis based on the 2011 census data; the proponent will be expected to update these projections as well as addressing the following additional growth projection and growth scenarios identified by the planning department. Custom boundaries have been included in the 2016 census dataset.
  - a. Use the existing Urban Growth Boundaries identified in the OCP with constrained growth outside of those areas.
  - b. Look at the following 3 alternative scenarios in conjunction with the above.
    - i. Limited expansion of the Mill Bay UCB to allow approximately 1000 new units
    - ii. Increased densification of the Cobble Hill UCB beyond the existing densification targets
    - iii. Sewer line around Shawnigan Lake
  - c. Develop growth and build out scenarios based on the following plan horizons for each of the above noted scenarios:
    - i. The Official Community Plan horizon 12-15 years
    - ii. The 30-40 year horizon for infrastructure redevelopment
2. Non point source control policy review and initial planning recommendations. Multiple changes to local legislative frameworks and policies have occurred since the initial LWMP and OCP master plans were developed. Opportunities may exist to control non point source discharges to the environment with a variety of tools available to local governments. The proponent is expected to undertake a high level policy scan to identify opportunities to control non point source controls under a master liquid waste management plan including but not limited to the establishment of development permit areas, control bylaws, or incentives.
3. The Consultant will also be expected to develop a communications and consultation strategy to include First Nations, stakeholders, and the public at large in completing the Stage 1 report for planning and budgeting purposes. Implementation of the Strategy is not expected at this time but will be included in the next phase of the LWMP process. CVRD as a corporation has access to PlaceSpeak web based platforms for public consultation which should be incorporated where appropriate.

## 2.3 Background

### 2.3.1 Existing Wastewater Systems

There are three Village Containment Areas within the study area that have been identified by CVRD planning department in the South Cowichan Official Community Plan. A review of these should be undertaken as part of the population and growth forecasting component of the assignment.

Nine wastewater systems are owned and operated by CVRD in the “South Sector”. There are an additional 17 private schedule 1 sewage treatment systems in the study area as well as eight schedule 2 systems; these systems should be addressed within the overall plan. Two First Nations communities are sited in the study area – no information regarding their systems is currently known; however, this information will need to be incorporated and communities integrated into the consultation planning. The Plan area also includes many private septic systems built with a range of regulatory requirements over the past 50 plus years. Private septic systems have been identified as a key policy area that will need to be addressed under the plan to protect water resources.

At this time, Schedule 2 systems and issues related to the treatment and management of contaminated sites should be addressed at the scan level within the master plan. It is expected that the consultant will identify issues that should be addressed under a separate future Contaminated Sites Master Plan.

Official Community Plans for these communities require that all systems meet a “Class A” effluent standard. Three of the systems under CVRD management do not meet the “Class A” standard, at this point the level of compliance within the private systems is unknown; it is believed that standards should be reconsidered against environmental suitability. Shawnigan Lake system requires expanded sewer service; however a suitable disposal site has yet to be identified. In other cases, sewer systems have either good disposal capacity or well-functioning treatment works. There are few cases where both needs are met in the same system. It is believed that system integration could provide a solution. Prospective development in Mill Bay may provide opportunities to help facilitate this integration. The Proponent will be expected to examine a range of centralized and decentralized systems as part of the decision matrix to be put forward for future public consultation

CVRD is aware of at least two key stormwater management problem areas: one in the southern end of Mill Bay, and another at the base of Cobble Hill Mountain, near Dougan’s Lake on the periphery of the Study Area. The former is believed to be instigated by recent development activity and is compounded by the presence of failing septic systems and agricultural activities. Septic systems on properties surrounding Shawnigan Lake are also experiencing failure, where parcels are small and residences that were once seasonal-use only are often now inhabited year-round. Compounding this historic land use is the location of many of these systems in a known flood plain.

Drivers of other non-point source pollution are land clearing and/or agricultural activities in Cobble Hill and Shawnigan Lake, and predominantly increased urbanization and land clearing in Mill Bay. In the case of Shawnigan Lake and Mill Bay, cosmetic fertilizer use is believed to be an issue. Some agricultural lands exist in the north part of Mill Bay. Shawnigan Creek, which is fed by two small lakes in the headwaters of the Shawnigan Lake Watershed, and drains into Mill Bay, has historically shown above-background levels of turbidity, E. coli, and nutrients. Shawnigan Creek and Shawnigan Lake support significant Coho salmon and Cutthroat Trout fisheries. Introduced



fish such as smallmouth bass are of concern and the potential for such species to exacerbate the impacts of nutrient inputs. Saanich Inlet is a particular receiving environment of concern due to its unique physical and ecological characteristics and importance to First Nations. It is expected that the Proponent will consider how best to integrate and control a range of discharges to the environment in the master plan via policy, regulatory and structural mechanisms.

#### *Study Schedule*

The Consultant will be required to prepare and submit a detailed study schedule in “Microsoft Project” format, which outlines a detailed work plan and indicates study milestones and deliverables.

The project schedule shall include the following key milestones:

- Project kick off meeting
- Background summary
- Baseline review summary
- Update and develop population forecast & growth scenarios with CVRD input
- Planning policy review and initial recommendations
- Public and stakeholder consultation strategy
- Draft and final report
- Protect team and technical meetings

### **2.3.2 Participants & Key Stakeholders**

The project/study will be conducted under the direction of CVRD staff in the Engineering Services Department. Involvement of other CVRD Departments, special interest groups, the public, etc. as stakeholders throughout this project, is critical to its success.. A final stakeholder list will be developed as part of the project.

### **2.3.3 Deliverables**

All reports and electronic submissions must be compatible with AutoCAD 2010/LT 2010 compatible DWG, Microsoft Office 2010, or Adobe CS6 and Creative Cloud compatible files, and ESRI ArcGIS for Desktop 10.x compatible where applicable.

### **2.3.4 Schedule**

It is anticipated the project will commence in mid 2017 for completion by early 2018. The consultant should provide CVRD’s project manager with proposed project schedules showing all activities and sub-activities together with critical milestones. *The allocated estimated cost/budget to each activity group should be shown on the schedule sheet.*

### **2.3.5 Quality Control of Services**

The consultant is fully responsible for the quality of all services. The prime consultant is responsible for the quality of all specialties, including sub-consultants, and must take the appropriate actions and corrective measures in order to ensure the quality of all services.

### **2.3.6 Public Participation and stakeholders Consultation**

Public participation and stakeholder consultation should follow standard IAP2 guidelines ([www.IAP2.org](http://www.IAP2.org)) and Ministry of Environment (MOE) expectations. Given this is a largely technical exercise at this Stage the expectation is that the community be informed of the issues and given an opportunity to effectively provide input into the development of the criteria with which to assess the list of options to be examined in greater detail in Stage 2. The prime consultant is expected

to ensure the appropriate level of expertise is retained to develop the public and stakeholder consultation process. The consultant should also provide key support to the effective management and input of the internal and external technical team.

## 2.4 MATERIAL DISCLOSURES

**We are anticipating the work will be in the range of \$40,000.**

## 2.5 MANDATORY TECHNICAL REQUIREMENTS

- Experience in land use planning, population projections and scenario development
  - Scenarios must be provided for various growth options required with population numbers and insight into various phasing options
- Experience in policy development related to liquid waste management and non point source pollution on the environment
  - Existing policy scan of CVRD documents as well as federal and provincial legislation to develop preliminary recommendations on insertion of policy related to non point source discharges and storm water management objectives and regulations under a refreshed Liquid Waste Master Plan.

## 2.6 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Criterion</b>	<b>Maximum Points</b>	<b>Weight Factor</b>
1. Company Profile	01 2 3 4 5 6 7 8 9 10	10
2. Project Experience	01 2 3 4 5 6 7 8 9 10	10
3. Project Team Organization and Qualifications	01 2 3 4 5 6 7 8 9 10	20
4. Methodology and Work Plan Description	01 2 3 4 5 6 7 8 9 10	25
5. Detailed Work Schedule and Staff Allocation	01 2 3 4 5 6 7 8 9 10	15
6. Cost and Schedule Controls	01 2 3 4 5 6 7 8 9 10	15
7. Design and Clarity of Proposal	01 2 3 4 5 6 7 8 9 10	5
<b>Total Score</b>		<b>100</b>
Proposal Cost		
<b>Cost Per Point Value (Proposal Cost divided by Total Score)</b>		

## 2.7 Proposal Content for the Evaluation of Rated Criteria

Please respond to each of the following points below; these comprise the basis for evaluation:

### 1. Company Profile

Provide a brief introduction to the principal firm and any sub-consultants, indicating suitability for the project, qualifications, and any relevant specialized services.

## **2. Project Experience**

Provide a minimum of three (3) brief profiles of significant similar projects completed within the past five years, with project description, project costs at award and final costs of projects. Preference will be given to:

- Experience preparing master planning for small and rural communities;
- Experience in policy development as related to environmental management;
- Experience with communication and public consultation exercises related to infrastructure and policy development; and
- Experience engaging with First Nations.

Provide an appendix of at least three (3) sample pages of previous work, representative of similar project experience, and including the name and telephone number of a contact person for the project references. Preference will be given to examples of projects/studies prepared for local government and in particular, regional districts.

## **3. Methodology and Work Plan Description**

Provide a general description of the research and design approach for this project and detailed description of strategies and approach to the Scope of Work. Provide an outline of proposed activities to ensure proper decision-making and communications with the CVRD. Preference will be given to:

- A demonstrated understanding of the objectives, context, issues, deliverables and methodologies for developing the development of population and growth scenario development on a rural and peri rural context;
- A demonstrated understanding of how to facilitate participatory and/or stakeholder-driven decision-making processes;
- Attendance to all aspects of the Scope of Work; and
- Innovation in the development of public information and consultation process.

## **4. Project Team Organization and Qualifications**

Provide an outline of the respective roles and responsibilities of the proposed project team members on this project, including a brief summary of relevant expertise. For each team member, indicate a level of commitment as percentage of total work plan hours. Include a resume or one-page summary of qualifications and experience for all team members listed on the Detailed Work Schedule, including all sub-consultants. Provide at least two (2) references for the appointed project manager. Personnel substitution will not be accepted without prior written approval by the CVRD. Preference will be given to:

- Expertise and experience of the primary project staff, defined as the project manager and person(s) with greatest number of hours assigned to complete the work; and
- Expertise, experience of senior project staff and level of support to the project, defined as the number of hours assigned to supervise the work.

## **5. Detailed Work Schedule and Staff Allocation**

Provide a Detailed Work Schedule detailing the proponent's approach to the activities described in the Scope of Work and Project Schedule and allocation of staff hours. Incorporate any refinements to the stated requirements, which you believe, are appropriate. Identify any staff time or information requirements from the CVRD, which have not been addressed in these Terms of Reference.

## **6. Cost and Schedule Control**

Provide an outline of the approach to cost and time control, demonstrating the Proponent's knowledge, interest and capacity to deliver the project within the fixed budget and deadline, including a statement of availability for project team members. Proponents are asked to provide a list of similar projects and related contact information for local government project managers.

## **7. Design and Clarity of Proposal**

- Prepare proposal in accordance with the requirements of this RFP
- Phrase sentences in the active voice
- Express ideas so that even a reviewer who is not an expert in the relevant subject matter can understand the meaning
- Include a visual logic/flow model to illustrate process if necessary

## **8. Price**

Proponents shall provide a total all-inclusive upset price, including fees, travel, disbursements, and expenses, all in accordance with this document. The CVRD works on a calendar fiscal year. Break program costs and milestone deliverables by year.

Proponents shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the scope of work, to be provided on a time basis. All costs must be held firm throughout the duration of the contract.

### **2.7.1 References**

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last **five** years.

### **2.7.2 Step Two Evaluation – Cost Proposal**

Once Proponents have successfully passed Step One of the evaluation process, the sealed pricing envelope submitted by those successful Proponents only will be opened and evaluated for price by calculating the Price per Point. Price per Point shall be calculated as follows: Total Price (as calculated on the Cost Proposal) divided by the Total Awarded Score.

[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 as follows:

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

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

### **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 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in D3 of Part 2 – RFP Particulars.

### **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. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. Negotiations may include requests by the CVRD for supplementary information from the proponent to verify, clarify or supplement the information

provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the CVRD for improved pricing or performance terms from the proponent.

### **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).

[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.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.