



## **COWICHAN VALLEY REGIONAL DISTRICT**

**Request for Proposals**

**For**

**Cellular Services**

Request for Proposals No.: **R17-10**

Issued: **July 27, 2017**

Submission Deadline: **August 16, 2017 @ 2 p.m. local time**

COWICHAN VALLEY REGIONAL DISTRICT  
175 INGRAM STREET  
DUNCAN BC 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 .....	8
3.1 Stages of Evaluation and Negotiation .....	8
3.2 Stage I – Mandatory Submission Requirements .....	8
3.3 Stage II – Evaluation.....	8
3.4 Stage III – Pricing .....	8
3.5 Stage IV – Ranking and Contract Negotiations .....	8
PART 4– TERMS AND CONDITIONS OF THE RFP PROCESS .....	10
4.1 General Information and Instructions .....	10
4.2 Communication after Issuance of RFP.....	11
4.3 Notification and Debriefing.....	11
4.4 Conflict of Interest and Prohibited Conduct.....	12
4.5 Confidential Information .....	13
4.6 Procurement Process Non-binding .....	13
4.7 Governing Law and Interpretation.....	146
APPENDIX A – SUBMISSION FORM .....	157

## 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 **Cellular Services** 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. Ideally the term of the agreement will be for a period of **two (2) years**, with an option in favour of the CVRD to extend the agreement on the same terms or better terms and conditions for an additional term of up to **two (2) years**.

### 1.4 RFP Timetable

Issue Date of RFP	July 27, 2017
Deadline for Questions	August 11, 2017
Deadline for Issuing Addenda	August 14, 2017
Submission Deadline	August 16, 2017 @ 2 p.m.
Rectification Period	3 days from issue of notice

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**

### **A. THE DELIVERABLES**

The CVRD is requesting proposals from qualified mobile wireless and data providers for the provision of cellular voice/data services, for use by various CVRD users and departments.

The CVRD is looking for a provider that can deliver cost-effective high quality mobile voice and data services. The arrangement should be flexible, and accommodate current and emerging technologies, while enabling the CVRD to respond quickly and economically to changing cellular communication needs. Ideally the hardware device purchases and rates should be competitive with flexibility as to how often and how many devices can be acquired over the term of the agreement.

Proponents are encouraged to detail in their proposals how the following will be achieved:

1. A single, master contract for all service subscriptions, with all contract components having a coterminous end date;
2. Ability to add or remove individual subscriptions from the master contract over time as required;
3. A reasonable well defined refresh cycle of the hardware (12 – 36 months) as part of the overall governance of the contract. The goal is to have flexibility in the refresh cycle in order to meet business needs;
4. If individual hardware plans are proposed, the preference is to have all plans (contracts) align with the overall contract timeframes;
5. A review of the contract will occur at the end of the first two years;
6. An allowance for hardware replacement outside of the refresh cycle for devices not operating to standard or which have been damaged or lost;
7. The use of refurbished and or surplus previous generation units is an option;
8. All associated costs are to be clearly outlined for each option offered.
9. Lower, “no contract” or “non-subsidized” rates should be provided for any devices that the CVRD already owns, and for any devices purchased outside of this agreement that the CVRD would like to add to the agreement;
10. Provide process details and cost implications, including contract thresholds and options for pooling of individual subscriptions, cancellations, and device replacements and or upgrades;

The CVRD anticipates having a standard list of devices that we would allow the end users to select. We would work with the supplier to create a standardized list. We anticipate that this will change over time as new devices come to the market. The contract should include a governance model that provides lifecycle management for the devices including regular communications and definition of the operational support and emerging needs.

The following is a sample of cellular services currently used by the CVRD as of May 31, 2017. The CVRD has approximately 122 devices currently deployed.

Total Cellular Airtime from January to May 2017

Peak Phone Minutes	117,608	minutes
Long Distance Canada	12,841	minutes
Long Distance USA	536	minutes
Data Usage	493,705,646	Kb
Roaming Data Usage	483,551	Kb

## B. MATERIAL DISCLOSURES

Our current service provider contract expires in September, 2017. The CVRD may elect to retain existing contracts on devices until they expire. In your submission please detail how you would handle porting cell phone numbers and the cost if any of buying out existing contracts.

## C. MANDATORY TECHNICAL REQUIREMENTS

The vendor will be responsible for the setup of all voice &/or data services on the device. The devices must work with Exchange 2010 &/or 2016. Connectivity to CVRD services will be done by CVRD IT staff.

## D. 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>Rated Criteria Category</b>	<b>Weighting</b>	<b>Total Points</b>
D.1 Experience, References & Proposal	1	10
D.2 Customer Support	1	10
D.3 Coverage	2.5	25
D.4 Features & Value Adds	1.5	15
<b>Pricing</b>	4	40
<b>Total Points</b>		100

### Proposal Content for the Evaluation of Rated Criteria

#### D.1 Experience, References & Proposal – Total Points = 10 points

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;

- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the CVRD.
- (e) 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.

#### **D.2 Customer Support – Total Points = 10 points**

Technical and user support, training, and a service centre within the Cowichan Valley are desired. Warranties and warranty procedures should be outlined.

#### **D.3 Coverage - Total Points = 25 points**

Provide a coverage map of Vancouver Island and in particular the Cowichan Valley. **As** well, provide a brief overview of coverage and connectivity within the province, across Canada and around the globe. Identification of toll free calling locales and long distance/roaming zone options should also be included.

#### **D.4 Features & Value Adds - Total Points = 15 points**

Describe the hardware and data services, functionality and features you will provide to the CVRD, and their associated costs.

Porting of current cellular numbers, a variety of refresh devices within a nominal price range, unlimited text messaging (SMS/MMS), pooled voice &/or data options, per second billing, detailed billing via electronic invoicing, call display/waiting/forwarding and voicemail are minimum required features. Unlimited evenings and weekends and effective hours should be clearly defined in addition to mobile to mobile calling options.

#### **Evaluation of Pricing**

Pricing is worth **40** points of the total score.

Consideration of proposals that provide the greatest number of features, best coverage and overall value for the dollar. Plan options that offer a choice on daytime minutes for differing needs, voice &/or data pooling, tiered data packages, rates on long distance calling.

[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 A) 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 – Interviews & Pricing**

Stage III will consist of scoring which may involve questions about the proposal, interviews and/or demonstrations.

### **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 A), 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 A).

### **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 A).

### **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:	
CVRD, 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

---

Date

I have the authority to bind the proponent.