



COWICHAN VALLEY REGIONAL DISTRICT

Request for Proposals

For

Cowichan 2050 Integrated Planning Strategy

Request for Proposals No.: **EDC-004-17**

Issued: **August 4, 2017**

Submission Deadline: **August 28, 2017 @ 2 p.m. local time**

COWICHAN VALLEY REGIONAL DISTRICT
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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (RFP) is an invitation by the Cowichan Valley Regional District (CVRD) to prospective proponents to submit proposals to develop the Cowichan 2050 Integrated Planning Strategy 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

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 B) 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 legal entity. The term of the agreement is to be for a period of **six months**, with an option in favour of the Region to extend the agreement on the same terms and conditions for an additional term of up to **three months**.

1.4 RFP Timetable

Issue Date of RFP	August 4, 2017
Deadline for Questions	One week prior to closing
Deadline for Issuing Addenda	August 24, 2017
Submission Deadline	August 28, 2017 @ 2 p.m. local time
Rectification Period	Three business days from issue of notice
Anticipated Ranking of Proponents	Within one week of submission deadline
Contract Negotiation Period	Five business days from contact with consultant

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

2.2.1 Introduction

The Cowichan 2050 Strategy has been identified as a strategic priority by the CVRD. Located between Victoria and Nanaimo, and extending to the west coast of Vancouver Island, the CVRD is governed by a 15 member Board comprised of appointed directors from four municipalities and an elected director from each of the nine unincorporated electoral areas.

The strategy is intended to provide a comprehensive overview of the social, environmental and economic forces shaping the region and insights into how local governments within the CVRD can best collaborate to manage change and anticipated growth.

Oversight of the Cowichan 2050 Strategy will be provided through a project task force made up of municipal, CVRD, and community representatives. Please note that it is anticipated that a separate process will be established, preparatory to the CVRD moving ahead with future steps toward a Regional Growth Strategy, to work with First Nations.

2.2.2 Background

According to the 2016 Census, the Cowichan Valley Regional District grew by approximately 4.5 per cent overall between 2011 and 2016:

CVRD Geographic Region	2011	2016	Increase
Mill Bay/Malahat (Area A)	4393	4733	8%
Shawnigan Lake (Area B)	8127	8588	5%
Cobble Hill (Area C)	4796	5019	5%
Cowichan Bay (Area D)	2971	3243	9%
Cowichan Station/Glenora Sahtlam (Area E)	3854	4121	7%
Cowichan Lake South/Skutz Falls (Area F)	1629	1649	-1%
Saltair/Gulf Islands (Area G)	2221	2325	5%
North Oyster/Diamond (Area H)	2332	2446	5%
Youbou/Meade Creek (Area I)	1111	1206	9%
City of Duncan	4932	4944	0%
Municipality of North Cowichan	28807	29676	3%
Town of Ladysmith	7921	8537	8%
Town of Lake Cowichan	2974	3226	8%
Institutional Resident Population Increase	3275	3435	5%
TOTAL POPULATION	79,343	83,148	4.5%

This growth is taking place against the backdrop of climate change impacts, changing demographics, water management and infrastructure development issues at the local government level and rising housing costs throughout the region. Cowichan is home to the largest First Nations community in British Columbia (Cowichan Tribes), and nearly half of its land base is held privately by the forestry sector.

Economically, job creation has shifted away from the forestry sector in recent decades towards service and retail based industries.

Employment by Industry (Stats Canada 2011)	Number	%
Retail	4,995	13.1
Health Care	4,875	12.8
Construction	4,000	10.5
Public Administration	2,950	7.7
Accommodation and Food Service	2,845	7.5
Manufacturing	2,710	7.1
Educational Services	2,660	7.0
Professional, Scientific	2,045	5.4
Agriculture, Forestry, and Fishing	2,020	5.3
Other Services	1,815	4.8
Management/Administrative/ Support Services	1,470	3.8
Transportation and Warehousing	1,400	3.7
Finance and Insurance	1,100	2.9
Arts and Entertainment	960	2.5
Wholesale Trades	860	2.3
Real Estate	685	1.8
Information and Cultural Industries	405	1.1
Mining, quarrying, oil industry	225	0.6
Utilities	160	0.4

Although the Cowichan 2050 Integrated Planning Strategy is not intended to carry the same legislative authority as a Regional Growth Strategy (RGS), it will address many of the focus areas typically found within an RGS. A key objective is to create a new level of consultation and collaboration between local government politicians, staff and the community.

Running parallel to the development of the Cowichan 2050 Strategy, the CVRD will be engaging in a “Place-Making Vancouver Island” Speaker Series that is intended to engage local residents, students, planners, neighborhood associations, and others in discussions surrounding the development of intentional communities. The purpose of the series to shine a spotlight on the value of forward-thinking growth management and innovative planning models.

The speaker series is a continuation of the “Places of Heart” initiative that began in June 2017. This initiative has been aimed at engaging regional residents in discussions surrounding the places and landscapes they value most within the region.

The strategy will also be developed and introduced concurrent to other strategic activities taking place within the CVRD and the surrounding region, including (but not limited to) the following:

- The introduction of an Economic Development Cowichan Strategic Plan
- The development of a comprehensive Industrial Land Use Strategy
- The completion of a Climate Action Plan for the CVRD
- A Zoning Bylaw Review on behalf of the Municipality of North Cowichan
- Follow-up activities surrounding a recently completed Amalgamation Study on behalf of the Municipality North Cowichan and the City of Duncan.
- The development of new Official Community Plan for Area E of the CVRD

Additional Background Materials:

- CVRD Climate Action Plan 2017
- CVRD Air Quality Plan 2017 (In development)
- Regional Environmental Conservation Plan 2017 (In development)
- Transportation Plan Scoping Report (Boulevard Transportation Group)
- Duncan/North Cowichan/Cowichan Tribes – Trans Canada Highway Upgrading Plan
- Cowichan Tribes' Active Transportation Plan
- Official Community Plans for CVRD Electoral Areas and municipalities
- Town of Ladysmith Community Profile 2017
- 2014 – 2018 CVRD Strategic Plan
- Social Planning Cowichan:
 - Vision 2020 and Vision 2050 Documentation
 - Community Snapshots
 - Cowichan Happiness Survey
 - Love Story of Cowichan Valley
 - Housing Strategies including: 2014 Affordable Housing Needs Assessment, 2014 Aboriginal Off-Reserve Housing Needs Assessment
 - Social Policy Framework
- Vancouver Island Health Authority Annual Report 2016
- CVRD Annual Report 2016
- CVRD Community Satisfaction Survey 2016
- Community Data – Places of the Heart
- Cowichan Housing Association documentation on homelessness
- 2012 BCNPHA Projections of Rental Housing Demand and Core Housing Need
- CVRD Agriculture Plan 2011
- Economic Development Cowichan background materials

In the course of developing the strategy, the successful consultant will work closely with key CVRD staff on the stakeholder engagement and communications. The consultants are expected to take part in all the speaker series engagements organized by the CVRD, and provide opportunities for community engagement in association with these speaker events. It is anticipated that there will not be more than 6 of these events.

Project Stakeholders:

Primary Stakeholders:

- Staff of the CVRD and municipalities within the CVRD
- Elected officials
- Board of Directors
- Chamber of Commerce
 - Lake Cowichan, Duncan Cowichan, Ladysmith, Chemainus
- Tourism Cowichan
- Social Planning Cowichan
- Cowichan Housing Association
- Cowichan Green Community
- Vancouver Island Health
- Provincial Agencies

- Ministry of Jobs, Tourism and Skills Training; Ministry of Agriculture; Ministry of Community, Sport and Cultural Development
- Federal Agencies
 - Department of Fisheries and Oceans, Western Economic Diversification

Secondary Stakeholders:

- First Nations in the region
- Cowichan Communities Health Network
- Cowichan Division of Family Practice
- The Cowichan Agricultural Society
- Cowichan Land Trust
- Downtown Business Improvement Associations
 - Duncan, Cowichan Bay, Shawnigan Lake, Chemainus
- Planning Advisory Commissions
- Parks Commissions
- Transit Committee
- Community Safety Advisory Commission
- Neighborhood Associations
 - Cowichan (CNHA), Sahtlam, Shawnigan Lake, Maple Bay, Mill Bay, Youbou
- Cowichan Watershed Board
- Ladysmith Resource Centre
- Rotary Clubs
 - Duncan, South Cowichan, Chemainus, Ladysmith
- Members of the local construction/development communities
- Local media

2.2.3 Project Timeline and Project Activities

The **Cowichan 2050 Project Timeline and Project Activities** table below provides an overview of the activities that will be conducted by the consultant, the CVRD and through joint collaboration.

DATE	PROJECT ACTIVITY	Component	Project Lead
August 1, 2017	RFP for Cowichan 2050 Issued	Project Award	CVRD
August 25, 2017	Deadline for Consultant Submissions	Project Award	CVRD
September 6, 2017	RFP Awarded to Successful Consultant	Project Award	CVRD
September 14, 2017	Charles Montgomery Politicians Meeting	Stakeholder Engagement	CVRD/Consultant
September 14 2017	Charles Montgomery Public Forum	Community Engagement	CVRD
Late September	Delivery of a Project Communications and Stakeholder Engagement Strategy	Communications Stakeholder Engagement	Consultant
Late September 2017	Introductory Forum with Municipal Planners	Stakeholder Engagement	Consultant

Early-October 2017	Engagement Forum with Developers	Stakeholder Engagement	Consultant
Mid-October 2017	Internal Forum with CVRD Staff (Engineering, Planning, Ec. Dev, etc.)	Stakeholder Engagement	Consultant
October 18, 2017	Jennie Moore Presentation: Eco-Cities and Climate Change Neighborhood Adaptation Planning Discussion	Speaker Series/Community Engagement	CVRD/Social Planning Cowichan
Late October	Engagement Forum with Municipal Council Members and CVRD Board	Stakeholder Engagement	Consultant
Mid November	Third Speaker Series Presentation (possibly by consultant)	Speaker Series/Community Engagement	CVRD
Mid-November	Economic Development Forum on EDC Strategic Plan/Cowichan 250	Stakeholder Engagement	EDC/Consultant
Late November	Half-Day Planning Forum with all Municipal/CVRD Planners	Stakeholder Engagement	Consultant
December 2018	Housing Coalition Workshops	Community Engagement	Social Planning Cowichan
December 2017 to January 2018	Consulting Research Period/Preparation of First Draft	Project Research	Consultant
January/February 2018	Area E Official Community Plan Meetings	OCP Updating	CVRD
February 2018	A Gathering of Nations Event	Community Planning for Relationship Building with First Nations	Social Planning Cowichan
Late Feb 2018	Fourth Speaker Gil Penalosa	Speaker Series/Community Engagement	CVRD
March 2018	Fifth Speaker: TBD	Speaker Series/Community Engagement	CVRD
March 2018	Second Opportunity for Board and Council Engagement: Presentation of First Draft	Stakeholder Engagement	Consultant
Early April 2018	Community Engagement on Final Draft	Community Engagement	Consultant
May 2018	Final Draft submitted to Board for Review	Key Project Requirement	Consultant
June 2018	Plan Adoption	Key Project Requirement	Consultant/ Board

Scope of Work for Consultant:

- Organizing and hosting board workshops/council consultations/workshops for developers/community engagement sessions
- Creating and delivering presentations to planners
- Participating in the organization of an Economic Development Cowichan Strategic Plan discussion with community
- Developing the content for communications and marketing materials
- Participating in all speaker series events and hosting the speaker presentation in November 2017
- Conducting project research based on background materials and other sources
- Developing the PlaceSpeak content associated with community engagement on the strategy
- Consulting with member municipalities in the CVRD
- Consulting with stakeholders

Scope of Work for CVRD Staff:

- Organization and payment of speaker series
- Developing concurrent strategies in economic development and the Area E OCP
- Assistance in compiling background materials
- Liaison activities with the consultant throughout the project
- Organization of project task force meetings

2.2.4 The Deliverables

This section is organized according to key topic areas to be addressed in the process, anticipated outcomes of the process, and specific deliverables that will be provided by the consultant. In the proposals, consultants will demonstrate their understanding of how the various aspects of the deliverables can be woven together, and how they will approach the creation of the Cowichan 2050 Integrated Planning Strategy.

Key Topic Areas:

The Strategy will focus on providing insights and recommendations surrounding the following topic areas:

- Managing and balancing growth through best practices in regional land use planning and infrastructure development
- The role of local government in supporting the development of housing options across the housing spectrum
- Local government's role in supporting environmental and climate change initiatives
- Local government's role in supporting social planning and community wellness initiatives
- Local government's role in supporting culture, heritage and recreation
- Local government's role in supporting economic and community development

- Local government's overall role in fostering, creating, measuring and monitoring the development of healthy, diverse, creative, prosperous communities

Project Outcomes:

The Cowichan 2050 Integrated Planning Strategy will:

- Suggest best practices for managing inter-municipal/CVRD relationships (including through the use of enhanced technology)
- Suggest key messaging for the region surrounding the key focus areas of the Strategy
- Evaluate how to streamline and coordinate community engagement within and between local governments
- Recommend a Cowichan 2050 orientation process for local government representatives and staff
- Define how the strategy will be linked with major engineering and planning initiatives of the Cowichan region , Economic Development Cowichan and Social Planning (through Vision 2050)
- Summarize how the Official Community Plans and Zoning Bylaws will be updated to implement the strategy
- Provide a formal structure for monitoring and reviewing the Cowichan 2050 initiative and recommendations
- Summarize the desire for adopting a Regional Growth Strategy as a future activity

Specific Deliverables

- Facilitate the project task force meetings, as well as the proposed fora with various stakeholder groups
- Create a Cowichan 2050 community engagement component for each of the speakers in the Place-Making Vancouver Island speaker series
- Develop and deliver a community engagement strategy, including a summary report after each event
- Draft the Cowichan 2050 regional integrated planning strategy document
- Present the Cowichan 2050 strategy to the CVRD's Regional Services Committee for review and consideration
- Finalize the Cowichan 2050 strategy for Board adoption

2.2.5 Stakeholder Engagement and Communications Plan:

The consultant will be required to create a stakeholder engagement and communications plan for review and input by CVRD staff. It will be the responsibility of the consultant to create the content for all communications materials including newspaper ads, posters, storyboards, social media and web copy as well as implement the plan. The creative work for the communications pieces will be done by a graphic designer contracted by the CVRD, using content written by the consultant. The design and printing costs will be paid by the CVRD. The creative elements required will be decided by the consultant and CVRD staff.

PlaceSpeak – The Cowichan Valley (CVRD and four municipalities) uses PlaceSpeak as its online community engagement tool. The consultant will be required to use PlaceSpeak for community engagement throughout the process. What topics and how often this form of engagement occurs will be at the discretion of the consultant. However, it is recommended to have a topic associated with each speaker, using the speaker as an opportunity to inspire and launch a topic, carrying on the conversation after the talk.

The cost of PlaceSpeak is paid by the CVRD. An overview of the CVRD's approach to PlaceSpeak will be provided by the CVRD. Any costs associated with training or technical support required for PlaceSpeak topics will be at the expense of the consultant. PlaceSpeak has a listing of its costs on its website.

2.2.6 Budget:

Cowichan 2050 Consulting Budget: \$90,000 (inclusive of travel and consultant expenses; exclusive of GST)

Note: The CVRD will also assign a marketing budget of \$10,000 toward the strategy to cover the cost of graphic design, advertising and other marketing activities associated with the project.

2.2.7 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.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Experience and Qualifications	40	30
D.2 References	20	15
D.3 Project Approach	30	20
Pricing	10	N/A
Total Points	100	65

Suggested Proposal Content for the Evaluation of Rated Criteria

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 highest evaluated proponents.

Points will be assigned for each criteria based on the information provided in the RFP.

D.1 Experience and Qualifications – Total Points = 40

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the 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) an outline of its knowledge, skills and expertise in creating, implementing and monitoring long-term comprehensive strategies and plans
- (e) 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 Region
- (f) a description of the consultants understanding and experience of how working with a regional district government in BC differs from working within a BC municipal context

D.2 References – Total Points = 20

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

D.3 Project Approach – Total Points = 30

The proponent should demonstrate their understanding of the project requirements, as outlined in the RFP. The proponent will address all the project's intended outcomes and results in the proposal through an organized work plan that highlights how these goals will be achieved and identifies any challenges associated with the project. The project approach should incorporate innovative and unique techniques to achieve the project's intended outcomes.

Evaluation of Pricing

Pricing is worth **10** points of the total score.

Pricing will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{total available points} = \text{proponent's score}$$

[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 A) completed and signed by an authorized representative of the proponent

3.2.2 Other Mandatory Submission Requirements

N/A

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 B) 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:	
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:

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.

APPENDIX B – FORM OF AGREEMENT