



COWICHAN VALLEY REGIONAL DISTRICT

Request for Proposals

For

CVRD Watersheds Analysis

Request for Proposals No.: **ES-043-17**

Issued: **September 25, 2017**

Submission Deadline: **October 16, 2017 @ 2:00 PM**

COWICHAN VALLEY REGIONAL DISTRICT
175 INGRAM STREET
DUNCAN BC V9L 1N8
www.cvr.bc.ca

TABLE OF CONTENTS

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 Background	5
2.2 The Deliverables.....	7
2.3 Material Disclosures.....	9
2.4 Mandatory Technical Requirements.....	9
2.5 Rated Criteria	9
PART 3 – EVALUATION AND NEGOTIATION	13
3.1 Stages of Evaluation and Negotiation	13
3.2 Stage I – Mandatory Submission Requirements	13
3.3 Stage II – Evaluation.....	13
3.4 Stage III – Pricing	13
3.5 Stage IV – Ranking and Contract Negotiations	13
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS	15
4.1 General Information and Instructions	15
4.2 Communication after Issuance of RFP.....	16
4.3 Notification and Debriefing.....	16
4.4 Conflict of Interest and Prohibited Conduct.....	17
4.5 Confidential Information	18
4.6 Procurement Process Non-binding	18
4.7 Governing Law and Interpretation.....	19
APPENDIX A – SUBMISSION FORM	20

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 CVRD Watersheds Analysis 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

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 CVRD’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 **6 Months**, with an option in favour of the CVRD to extend the agreement on the same terms and conditions for an additional period as determined by the CVRD.

1.4 RFP Timetable

Issue Date of RFP	September 25, 2017
Deadline for Questions	October 6, 2017
Deadline for Issuing Addenda	October 10, 2017
Submission Deadline	October 16, 2017 at 2:00 PM
Anticipated Ranking of Proponents	October 23, 2017
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

Please submit your proposal in an email with two pdf attachments. One pdf is to be your proposal. Pricing must not be included in your proposal. It should be sent as a separate pdf attachment

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.

1.5.1 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.

1.5.2 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.

1.5.3 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 Background

Program Rationale and Roadmap

The CVRD Strategic Plan includes an action to support the development of watershed management plans for the high-risk watersheds in the CVRD. The purpose of the watershed plans are to provide foundation environmental planning information to inform the community's settlement patterns and local government policy development to address environmental planning.

Specifically the watershed planning process will support:

- coordinated land use management
- coordinated infrastructure redevelopment
- source water protection
- capacity building through partnerships and collaboration

The analysis, characterizations and preliminary reports arising from this project will form a foundational component to future work by identifying base information, hazards, risk and key data gaps that should be addressed in the future to support the environmental targets within each watershed to protect the capacity of natural systems, ecological processes and communities.

This is a functional step in the development of long range watershed planning as it relates to local government activities and future land use requirements. By informing both requirements for development within the lands under local government control as well as establishing supportive targets for lands that impact those areas.

Project Area

The project area includes the 13 CVRD watersheds in the map below which flow to the east coast of Vancouver Island:

1. Yellow Point-Cedar
2. Bush Creek
3. Tyee Creek
4. Holland Creek
5. Stocking Creek
6. Chemainus River
7. Bonsall Creek
8. Sansum Narrows –Crofton–Maple Bay
9. Cowichan River
10. Koksilah River
11. Mill Bay
12. Shawnigan Creek
13. Malahat

The 13 watersheds are made up of a mixture of forestry lands under the Private Managed Forest Council as well as lands under regional, municipal and First Nations management with residential, commercial and industrial needs. Land use changes in watersheds on the east coast of the CVRD have been considerable in recent years. These changes have affected water storage, stream flow and water demand. Climate impacts and population growth are expected to apply more stress on our watersheds in the years to come. Characterization and supporting analysis of the watersheds

on the east coast of the CVRD is needed to identify areas that are most vulnerable and require further planning frameworks.



Map of the 13 watersheds in the project area

Purpose

This information will be used as an environmental management tool to integrate environmental concerns in an effective way in the land development process over time at a watershed and sub watershed level. Each watershed or watershed grouping will use the same framework but ultimately stand as its own master plan for ease of use, communication and application.

The watershed(s) based environmental impact analysis will be a synthesis of information already available about the current state of the 13 watersheds flowing to the east coast of the CVRD and form a baseline for additional studies at multiple scales in the future. The CVRD has compiled currently available information for the study area into a GIS based watershed atlas for analytical purposes as well as access to a wide array of non GIS based information.

2.2 The Deliverables

The Cowichan Valley Regional District (CVRD) is seeking the services of a qualified proponent to provide support for the development of watershed based environmental impact studies (EIS) for the identified watersheds within the CVRD. The study will identify or develop the following:

1.1 Environmental targets for each watershed or sub-basin based on existing information

- water quality objectives
- storm water run off for development

1.2 Specific analysis of environmental threats and pressures

- steep slopes/slope failure
- flooding (riverine, coastal, and drainage induced)
- existing and future build out of the watersheds
- water supply or quality issues
- summary trend analysis of growth and development in the watersheds over the past 30 years to establish base line.

1.3 Specific identification of lands requiring additional oversight in planning including supporting rational and target criteria

- environmental sensitivity
- hydrological sensitivity
- public safety

1.4 Risk matrix and supporting logic model

- Development of standardized risk matrix for each watershed or watershed grouping with accompanying logic model and methodology. This risk matrix should be dynamic to accommodate future information as it evolves
- Gap assessment of key information required in the future to refine EIS and support additional development.
- The risk matrix should be a transparent and visual mechanism to identify relative ranking of watersheds for additional planning and investments.
- Where potential limits to carrying capacity are identified, additional discussion will be required.

1.5 Reporting and recommendations

- Monthly reporting will be required to update the technical team and ensure alignment with other projects and initiatives currently underway.
- Draft and final summary analytical report for each watershed or watershed grouping that will serve as a base for future watershed planning activities as well as informing potential development and land use considerations.
- For each type of sensitivity requiring additional oversight (item 1.3), standalone recommendations that will assist in the development of additional regulatory tools should be developed based on standard practices.
- Key indicators for each watershed and recommendations on required monitoring actions

The proponent will be expected to work closely with the technical steering committee made up of CVRD staff and other stakeholders to ensure the project outputs are effective and support the overall program objectives

The project deliverable is a CVRD watersheds analysis report which should be in the following format

- ESRI ArcGIS for Desktop (10.x compatible), MS Word and Excel

Key tasks and summary information currently available.

Tasks	Supporting resources and data (including, but not limited to the following)
<p>A. Project Planning</p> <ul style="list-style-type: none"> • Kickoff meeting with CVRD • Review data needs • Compilation of data needs and availability • GIS and summary characterization of each watershed – background report 	<ul style="list-style-type: none"> • Available data inventory • Current watershed planning information including Cowichan Valley Watershed Atlas, Preliminary Risk Assessment Framework, Watershed Management Plan Framework
<p>B. Hazard Mapping</p> <p>Geospatial analysis including the development of individual and cumulative heat maps for areas exposed to hazards including:</p> <ul style="list-style-type: none"> • Flood • Slope failure • Sea level rise • Earthquake • Contamination 	<ul style="list-style-type: none"> • Floodplain/flood depth (for some watersheds) • Shoreline erosion • Steep slopes • Effluent discharge authorizations • Industrial, residential and agricultural lands • Contaminated sites and potentially contaminated sites • Seismic mapping • Roads • Precipitation • Temperature • Climate projections • Development Pressure Index – related to waste generation and LWD • Other
<p>C. Hydrological sensitivity mapping</p> <p>Geospatial analysis including the development of individual maps and cumulative heat maps for lands that are hydrologically sensitive. Sensitive features include:</p> <ul style="list-style-type: none"> • Groundwater contamination • Surface water contamination • Aquifer classification 	<ul style="list-style-type: none"> • Wetlands, lake and streams • aquifer vulnerability • Areas of each aquifer intrinsic vulnerability classification DRASTIC mapping • Groundwater/Surface water interaction • Land cover (forest age classification) • Riparian areas • Provincial groundwater reports • Water quality reports

<ul style="list-style-type: none"> • Groundwater use • Surface water depletion • Wetlands • Areas susceptible to groundwater/surface water interaction • Riparian areas • Recently harvested areas • Developed areas 	
D. Watershed targets Establish environmental, hydrological and public safety targets.	Water quality objectives reports Analysis completed in steps A, B and C
E. Draft Reporting <ul style="list-style-type: none"> • Prepare Draft1 Report • Incorporate comments from Draft1 • Prepare draft2 report and submit to CVRD 	Communications on draft versions
F. Final Reporting <ul style="list-style-type: none"> • Incorporate comments from Draft2 • Prepare report and submit to CVRD 	Communications on draft versions

Supporting Resources

Co-op students: From September 5, 2017 to December 22, 2017 the CVRD has two co-op students that can support the project through gathering data, summarizing it into narratives and developing summary characterizations of the watersheds.

2.3 Material Disclosures

We are anticipating the work will be not more than \$50,000 inclusive of fees, disbursements and administrative costs.

2.4 Mandatory Technical Requirements

- Experience in watershed analysis
- Experience in developing watershed management frameworks for planning purposes
- Experience in ESRI ArcGIS analysis

2.5 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
1. Company Profile	10	5
2. Project Experience	10	5
3. Project Team Organization and Qualifications	20	10
4. Methodology and Work Plan Description	25	13
5. Detailed Work Schedule and Staff Allocation	15	8
6. Cost and Schedule Controls	15	8
7. Design and Clarity of Proposal	5	3
Total Points	100	50
Proposal Cost	NA	NA
Cost per point value (Proposal Cost divided by Total Score)	NA	NA

2.5.1 Experience and Qualifications – Total Points = 100

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) its knowledge, skills and expertise in the following areas:
 - Experience conducting watershed analysis of hazards lands and hydrologically sensitive areas; and
 - Experience in ESRI ArcGIS analysis
- (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.

2.5.2 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.

2.5.3 Suggested Proposal Content for the Evaluation of Rated Criteria

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 conducting watershed analysis of hazards lands and hydrologically sensitive areas;
- Experience conducting watershed risk assessments
- Experience in ESRI ArcGIS analysis

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;
- Attendance to all aspects of the Scope of Work; and

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.

2.5.4 Evaluation of Pricing

Once Proponents have successfully passed Step One of the evaluation process, pricing submitted by those successful Proponents will be evaluated 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

3.2.2 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 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:

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.