



## **COWICHAN VALLEY REGIONAL DISTRICT**

**Request for Proposals**

**For**

**Ladysmith Economic Development Strategy**

Request for Proposals No.: **R17-27**

Issued: December 4, 2017 Submission

Deadline: **January 5, 2018 @ 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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## 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 **Ladysmith Economic Development 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](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. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent.

It is the Region’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of **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	December 4, 2017
Deadline for Questions	One week prior to closing
Deadline for Issuing Addenda	January 1, 2018
Submission Deadline	January 5, 2018 @ 2 p.m. local time
Rectification Period	Three business days from issue of notice
Anticipated Ranking of Proponents	Within two weeks of submission deadline
Contract Negotiation Period	Five business days form 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 Project Description

Within the area of Ladysmith, various organizations and local government jurisdictions play a role in determining economic development priorities. In recent months, these entities have come together and recognized the value in working in partnership in order to create a **Ladysmith Economic Development Strategy**. This strategy will support the unified goal of identifying and implementing key economic development projects.

To move forward in a collaborative manner, the various partners in economic development recognize the value of evaluating current plans, exploring the potential of dominant sectors within the community and creating a formal partnership strategy that will detail key economic development assets and create priorities for future development. Project funding partners include:

- Economic Development Cowichan
- Town of Ladysmith
- Ladysmith Downtown Business Association
- Ladysmith Chamber of Commerce
- Stz'uminus First Nations
- The Nanaimo Airport Authority

Project steering committee members will include representatives from the project funding partners listed above, plus a representative from Community Futures Nanaimo.

### 2.2.2 Project Activities

The consultant(s) will draw upon background economic documents produced by the partners, stakeholder interviews and community engagement sessions in conducting their assessment. They will also analyze the respective strengths and weaknesses of economic development projects slated for Ladysmith and the surrounding community, opportunities for collaboration, and the potential for developing a partnered approach to sourcing funding.

A key outcome of the project will be creating a **timeline and critical path** for investing shared resources and project implementation. The study will also recommend strategies for collectively branding the competitive economic strengths of Ladysmith – including its proximity to air, water and freight services in Nanaimo, and its central location on Vancouver Island. An implementation strategy will document current and future partnership opportunities, with a partnership pilot project slated for 2018.

#### List of potential key sectors for review include (but are not limited to):

- **Tourism** (Wayfaring Signage Projects, Recreation and Trails development, Sport Tourism, Cycling Product Development, Watersport Development at the Ladysmith Waterfront, Culinary and Hospitality Opportunities)
- **Culture and Heritage Infrastructure** (First Nations Interpretive Centre at the Ladysmith Waterfront, Development of the Ladysmith Marine Building (currently housing the Ladysmith Art Gallery), other potential heritage sites in the downtown core)

- **Business Retention, Expansion and Attraction** (Tech Sector Strategies, Advanced Manufacturing, Food Processing and Clean Tech, Expansion of the Specialty Retail Sector, development of the South End and Rocky Creed industrial lands)
- **Residential Housing Sector** (as it related to the relationship to business growth)

### 2.2.3 Project Deliverables

This project will create the following deliverables and measurable outcomes:

- 1) A current **inventory of desired economic development projects, according to sector**.  
Measurable outcome: evidence of significant stakeholder engagement and completion and review of the inventory by project partners.
- 2) A list of agreed upon **priority projects**, accompanied by detailed research into funding sources.  
Measurable outcome: completion and review of priority projects by project partners and a go-forward plan for applying for future project resources.
- 3) A **project implementation strategy**, accompanied by an assessment of the need for project management.  
Measurable outcome: plan for assigning funding to project management, established timeline for regular review of project implementation strategy by the steering committee

### 2.2.4 Project Timeline

PROJECT ACTIVITY	TIMELINE
Assessment of Economic Development Priorities by Consultant, including literature review, stakeholder and community engagement forum (including a distinct meeting with developers to discuss residential growth) and a review of funding sources.	January 2018 to March 2018
Creation of First Draft of Project Report for review by Steering Committee	April 2018
Completion of Final Draft for Review and Endorsement of project partners	May to June 2018

### 2.2.5 Background Material

The selected consultant will receive the following background information:

- A list of key project stakeholders (business, academic, institutional and sector contacts)

- Background Studies (Ladysmith Waterfront Development Plan, EDC Tech Strategy and Land Use Action Plan RFP, Business Walk Survey 2016, Ladysmith 2017 Community Profile and Community Plan, Stz'uminus First Nations/Coast Salish Development Strategic Plan, Nanaimo Airport Strategic Plan, etc.)

## 2.2.6 Budget:

**Ladysmith Economic Development Strategy Consulting Budget: \$30,000 (inclusive of travel and consultant expenses; exclusive of GST)**

## 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.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
D.1 Experience and Qualifications	40	30
D.2 References	20	15
D.3 Project Approach	30	20
<b>Pricing</b>	10	N/A
<b>Total Points</b>	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 brief description of the proponent;
- a description of similar studies the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- the roles and responsibilities of the lead consultant and any team members and associates who will be involved in conducting the study;
- the consultant's approach to project research and stakeholder engagement;
- the consultant's approach to identifying projects suited to promote economic development;
- a project budget which identifies hourly rates for the project deliverables and a proposed payment schedule;

- (g) 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.

## **D.2 References – Total Points = 20**

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 **three** years.

## **D.3 Understanding of Project & Deliverables – Total Points = 30**

The proponent should clearly demonstrate their understanding of the project requirements as outlined in the RFP in the proposal. The proponent will address all the intended goals of the study through an organized work plan that highlights how these goals will be achieved and identifies any challenges associated with the project.

## **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 B)**

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

### AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

BETWEEN:

#### **COWICHAN VALLEY REGIONAL DISTRICT**

175 Ingram Street  
Duncan, BC V9L 1N8

(the "**Regional District**")

OF THE FIRST PART

AND:

#### **[NAME OF CONTRACTOR]**

[address]

[address]

(the "**Contractor**")

OF THE SECOND PART

#### **W H E R E A S:**

- A. The Regional District wishes to engage the Contractor to provide certain Services, and the Contractor has agreed to provide the Regional District with the Services described in this Agreement.

**NOW THEREFORE** the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

#### **1.0 DEFINITIONS**

- 1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

#### **2.0 TERM**

- 2.1 The term of this Agreement is for the period commencing \* and terminating on \* (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

#### **3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

- 3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the CVRD upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

#### **4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with

respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and

- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

## **5.0 FEES AND EXPENSES**

- 5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

## **6.0 INDEMNIFICATION**

- 6.1 The Contractor shall release, indemnify and keep indemnified the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services.

## **7.0 TERMINATION**

- 7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Contractor.
- 7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.
- 7.3 In the event that this Agreement is terminated, the Contractor shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

## **8.0 CONFIDENTIALITY**

- 8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

## **9.0 NOTICE**

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered at the time of delivery;
- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the CVRD:                      175 Ingram Street  
Duncan, BC V9L 1N8  
Attention:  
Email:  
Fax:

if to the Contractor:              **[Insert the Contractor's address for delivery here  
as well as email and fax contact information]**

## **10.0 TIME**

10.1 Time is of the essence of this Agreement.

## **11.0 BINDING EFFECT**

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **12.0 SURVIVAL OF CERTAIN COVENANTS**

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

## **13.0 RELATIONSHIP**

13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

## **14.0 NO ASSIGNMENT**

14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the CVRD, which may be withheld for any reason.

## **15.0 WAIVER**

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**16.0 ENTIRE AGREEMENT**

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

**17.0 LAW APPLICABLE**

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**18.0 AMENDMENT**

- 18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

**19.0 COUNTERPART**

- 19.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.



## **SCHEDULE "A"**

### **A.1 SERVICES**

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

### **A.2 FEES**

- [Insert details of fees and payment schedule]

### **A.3 REIMBURSABLE EXPENSES**

- [List all reimbursable expenses, if any.]

## **SCHEDULE "B"**

### **INSURANCE**

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- |     |   |                |
|-----|---|----------------|
| (a) | Commercial General Liability<br>and Property Damage | \$2,000,000.00 |
| (c) | Automobile Insurance<br>(owned and non-owned)       | \$2,000,000.00 |

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

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

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

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

### 3. Ability to Provide Deliverables

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

### 4. Non-binding Pricing

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

## 5. Addenda

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

## 6. No Prohibited Conduct

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

## 7. Conflict of Interest

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

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

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

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

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

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

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

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

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

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Signature of Witness

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Signature of Proponent Representative

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Name of Witness

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.