



# Request for Proposals

## Canada's 150<sup>th</sup> Commemorative Totem Pole

District of Kitimat RFP Number: \_DOK01-2017\_\_\_\_\_ Issue date: \_March 1<sup>st</sup>, 2017\_\_\_\_\_

**Closing Time:** Proposals must be received **before 2:00 PM Pacific Time on: MARCH 23<sup>rd</sup>, 2017**

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**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, in accordance with the requirements set out in Section 7.2.

*Email Submission:* Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to [purchasing@kitimat.ca](mailto:purchasing@kitimat.ca) in accordance with the instructions at Section 7.3 of this RFP.

*Hard Copy Submission:* Proponents may submit one (1) hard-copy (and one electronic copy) of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

Name: Robyn Iannarelli, Purchasing Manager

Address: District of Kitimat  
Purchasing Department  
206 Enterprise Ave  
Kitimat, BC V8C 2C7

Regardless of submission method, proposals must be received before Closing Time to be considered.

**A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.**

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### **CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROponent NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and distributed to prospective Proponents.

Name: Robyn Iannarelli, Purchasing Manager

Address: District of Kitimat  
Purchasing Department  
206 Enterprise Ave  
Kitimat, BC V8C 2C7

Email: [purchasing@kitimat.ca](mailto:purchasing@kitimat.ca)

The cut-off for submitting any questions related to this RFP to the District Contact will be **seven (7) business days** before the Closing Time or March 23<sup>rd</sup>, 2017. Questions received after this time may not be answered.

**PROPONENTS' MEETING:**

A Proponents' meeting **will** be held before the Closing Time at:

**Thursday March 9<sup>th</sup> at 10am  
Tamtik Meeting Room  
400 City Centre, Kitimat, BC**

A transcript or minutes of the meeting will be distributed to prospective Proponents. Attendance is optional. Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the District Contact.

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# 1 SUMMARY OF THE OPPORTUNITY

The District of Kitimat 150<sup>th</sup> Totem Pole Committee (District) would like to commission a commemorative totem pole of Haisla Tradition to celebrate Canada's 150th Anniversary and the two communities of the District of Kitimat and the Kitamaat Village, the home of the Haisla. Artists with experience carving in the Haisla Tradition and totem poles are encouraged to submit a proposal meeting the criteria laid out in this Request for Proposals. The timeline for this project is six (6) months.

The scope is to include but not limited to:

- Totem Design: The totem pole story depicted will reflect Canada's 150th anniversary and the two communities.
- Model Totem Pole: no less than 18 inches tall.
- Full Scale cedar totem measurements are to be minimally 10-12 ft. in length
- The full scale totem pole must be completed by October 1<sup>st</sup>, 2017.

This process is subject to budgetary approvals and funding restrictions.

Further details as to the scope of this opportunity and the requirements can be found in Sections 2, 3 and 4 of this RFP.

## **2 SITUATION/OVERVIEW**

### **2.1 Summary**

The District of Kitimat 150<sup>th</sup> Totem Pole Committee (District) would like to commission a commemorative totem pole of Haisla Tradition to celebrate Canada's 150th Anniversary and the two communities of the District of Kitimat and the Kitamaat Village, the home of the Haisla. Artists with experience carving in the Haisla Tradition and totem poles are encouraged to submit a proposal meeting the criteria laid out in this Request for Proposals. The timeline for this project is six (6) months.

This process is subject to budgetary approvals and funding restrictions.

### **2.2 Background**

The Totem project will add a new totem in celebration and recognition of Canada's 150th anniversary. The totem will take shape throughout the year of Canada's 150th anniversary. Under the design and artistic supervision of a Haisla First Nations lead carver (artist), it is anticipated that the totem will be carved over a period of six months in a central, secure and highly visible location in downtown Kitimat, so that the public could view the artist at work, watch the totem progress, and participate where possible. Opportunities to participate in the carving process would be available to schools and community groups, and community events throughout the term to engage the communities and residents in the project. Upon completion, the artist will be asked to provide input into organizing a traditional ceremony to unveil, raise and bless the totem.

### **2.3 Scope**

- 2.3.1 Totem Design: The totem pole story depicted will reflect Canada's 150th anniversary and the communities of Kitimat and Kitamaat Village.
- 2.3.2 Model Totem Pole: The applicant selected to carve the Totem Pole must carve and colour (if applicable) to scale one yellow cedar totem pole (no less than 18 inches tall). The model must be completed prior to beginning the carving of the 10-12 ft. pole. This will serve as a model for the actual pole. The totem pole model must be completed within three weeks of entering into the carving contract.
- 2.3.3 Full Scale Log Dimensions Criteria: The completed cedar totem measurements are to be minimally 10-12 ft. in length, 2 ft. in diameter at top, and 3 ft. at bottom. Currently the District is looking for assistance in procuring a cedar log. The lead artist may be asked to procure an exceptional quality log if the District is unable to. Pricing in this proposal is to reflect that. In either instance, the lead artist is to choose the log to fit their needs.
- 2.3.4 Time is of the essence in this project. The full-scale totem pole must be completed by October 1, 2017. Regularly scheduled carving days at a public location within the District of Kitimat will be

agreed upon by both parties, travel to at least one community event (to be determined), and up to four-weeks for finishing work, at which time the public will be excluded from participation, prior to completion by October 1, 2017.

- 2.3.5 Carving Tools: The artist will provide the necessary tools and supplies to carve and complete the totem pole.
- 2.3.6 Ownership: The design drawings, totem pole and the totem pole model, as well as the copyright of their images, will become the property of the District of Kitimat.
- 2.3.7 The District will provide the following:
  - 2.3.7.1 The totem base will be constructed by District Staff with guidance from Lead Artist. Location to be determined.
  - 2.3.7.2 The District is responsible for mounting the totem pole on concrete mounts.
  - 2.3.7.3 The Project Manager will organize all public interaction aspects of the carving, including the transportation of the totem pole to the community event and the artist's schedule throughout the project.
  - 2.3.7.4 A public location and facility for carving and securing the pole in an accessible downtown location.
  - 2.3.7.5 Transportation of the pole to potential community events.

#### 2.3.8 WORK PLAN

The Totem Pole project will include the following tasks:

- 2.3.8.1 Meet with District staff and Totem Sub-Committee as required.
- 2.3.8.2 Upon approval of the totem design, carve the totem pole model to scale to be used as the template for the actual totem pole.
- 2.3.8.3 Supervise the participation of community members in the carving process during regularly scheduled carving hours, including the participation of school groups, over the course of four months.
- 2.3.8.4 Secure the perimeter of the totem carving facility at the public location and securing their own carving tools upon completion of carving each day.
- 2.3.8.5 Undertake the totem pole finishing work, at which time the public will be excluded from participation, for up to four-weeks.
- 2.3.8.6 Provide input into organizing a traditional Haisla ceremony to unveil, raise and bless the totem.
- 2.3.8.7 District may negotiate with the prospective lead artist to minimize or change some of the requested duties prior to signing a contract.

#### 2.3.9 COMMUNICATIONS

The project will be managed by a Project Manager, who will report to the Totem Sub-Committee. Regular updates to District project manager are required throughout the project. The successful artist shall not address any communications directly to Mayor and Council. All communications shall be directed to the District Of Kitimat Project Manager.

## **3 CONTRACT**

### **3.1 Contract Terms and Conditions**

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules.

### **3.2 Service Requirements**

The Contractor's responsibilities will include the following as per the scope of work stated above:

- a) Totem Design;
- b) Model Totem Pole;
- c) Selection of Cedar Log for carving; and
- d) Full Scale Totem completed by October 1, 2017

## **4 PROPOSAL REQUIREMENTS**

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

Please address each of the following items in your proposal in the order presented. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the District's expectations.

### **4.1 Capabilities**

#### **4.1.1 RELEVANT EXPERIENCE**

1. The proposal should include examples of potential Totem Design. The Proposal shall include a minimum of one design drawing of the potential totem pole to scale and in colour (if applicable) as the artist would design the pole to meet the log dimension criteria. These designs should be presented on a minimum size of 11" x 17" paper. The story depicted will reflect Canada's 150th anniversary and the two communities of the District of Kitimat and the Kitamaat Village. The proposal will be evaluated on the aesthetic quality of the totem design drawing and story.
2. The potential lead artist should supply proof of Haisla Heritage, i.e.: a copy of their Status Card or a letter of endorsement from the Haisla Band Council.

3. The Proponent and any subcontractors of the Proponent included in its proposal should provide a portfolio documenting similar work. Please provide photos of the artist's projects of similar scale and scope, including measurements.
4. As part of the submission of the proposal the District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the District, to make oral presentations to the District.

#### **4.1.2 REFERENCES**

1. The Proposal shall provide no less than two (2) references (i.e. names and contact information) that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

The District may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the District's reservation of rights under Section 7.22, if the Proponent is deemed unsuitable by the District in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

## **4.2 Approach**

### **4.2.1 PROJECT TEAM**

1. Artist: The Proposal shall identify the proposed lead artist who will be the single point of contact, responsible for direct interaction with District Project Manager. Please include Full name, mailing address, telephone number and email address of the artist.
2. Proposed Project Team: The Proposal shall list key individuals including the lead artist who will have major responsibilities for the performance of the Work. Describe the work to be performed by each listed individual and their qualifications in terms of substantive experience directly related to the proposed project. Other than the members of the public participating in the carving under the supervision of the artist, only personnel/assistants listed in the successful proposal shall perform the work unless otherwise approved in writing by the District.
3. The Proposal should include the following endorsement:  
"Identified Key Project Team members shall only be replaced with written approval of the District."

### **4.2.2 METHODOLOGY**



1. The Proposal shall contain an outline of strategies and skills that will be used provide demonstrations to engage member of the public to participate in carving the totem pole. Written submission outlining how the project requirements will be met and detailing the artist's willingness to work with an audience and facilitate public participation carving the totem pole.
2. Timeline/ Schedule: Proponents will provide a proposed project schedule indicating the tasks and deliverables. Time is of the essence in this project. The full-scale totem pole must be completed by October 1, 2017. Regularly scheduled carving days at a public location in the District of Kitimat (minimum three (3) days/week for the duration, including 2 weekend days per month), travel to a community event (to be determined), and up to four-weeks for finishing work, at which time the public will be excluded from participation, prior to completion by October 1, 2017. This carving schedule will be mutually agreed upon by both groups to provide consistent access for the District and community groups.
3. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, better public relations and/ or project acceptance, etc. Any alternative Proposals submitted should also include all the requirements of the original RFP with costs identified for comparative purposes.

## 4.3 Price

1. Prices quoted will be deemed to be:
  - a) in Canadian dollars ;
  - b) exclusive of any applicable taxes.
2. The Proponent shall provide a lump sum fee up to and including the completion of tendering. Any costs incurred by the Artist above the submitted lump sum cost will be the sole responsibility of the Artist unless pre-approved by District. The District will withhold payment of 25% of the total fee until total completion of the project.

The Proposal shall include an estimate of the overall cost of the producing a 10-12 ft. totem and one 18" model totem:

- A detailed payment schedule – the District is willing to provide progress payments up to the 75% prior to total completion.
- An estimate of any addition requirements of District staff time or resources (if any).
- A separate quote for the provision of an exceptional quality log to meet the specifications of the proposed design (10-12 ft.)
- Including potentially travel and other related expenses to procure the log.

Any payment for assistants is the sole responsibility of the successful artist. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

## 5 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) A short (one or two page) summary of the key features of the proposal.
- c) The body of the proposal, including:
  1. Capabilities
    - i. Relevant Experience
      1. Totem Design Examples
      2. Proof of Haisla Heritage
      3. Portfolio of similar work
    - ii. References
  2. Approach
    - i. Project Team Lead Artist contact information
    - ii. Project Team List
    - iii. Methodology
    - iv. Timeline and Schedule
    - v. Unique Solutions or Ideas
  3. Price
    - i. Lump Sum
    - ii. Potential Payment Schedule
    - iii. Estimate for provision of cedar log
    - iv. Other expenses as required.
- d) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 6 EVALUATION

Evaluation of proposals will be by a committee formed by the District and may include employees and contractors of the District and other appropriate participants.

The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 6.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 7.3.
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound in accordance with the requirements set out in Section 7.2.

### 6.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

<b>Weighted Criteria</b>	<b>Weight</b>
Capabilities (section 4.1)	30
Approach (section 4.2)	25
Price (section 4.3)	20
<b>TOTAL</b>	<b>75</b>

## 7 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP;

**“Contract”** means the written agreement resulting from the RFP executed by the District and the successful Proponent;

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the District;

**“District Contact”** means the individual named as the contact person for the District in the RFP;

**“District”** means the District of Kitimat issuing this RFP;

**“must”**, or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**“proposal”** means a written response to the RFP that is submitted by a Proponent;

**“District”** means the District of Kitimat;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda; and

**“should”**, **“may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound.

### 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions, the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 80 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);

- (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
  - (iv) For email proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the proposal if the District is unable to determine what documents constitute the complete proposal;
  - (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 7.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
  - d) The District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
  - e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Districts System.
  - f) While the District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the District Contact immediately to arrange for an alternative submission method if:
    - (i) the Proponent's email proposal submission is rejected by the District Electronic Mail System; or
    - (ii) the Proponent does not receive an automated response email from the District confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the District's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the District before the Closing Time. The District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

## **2.4 Additional Information**

All Addenda will be sent to Proponents at the contact information provided. Proponents are strongly encouraged to ensure that contact information is up to date.

## **2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

## **2.6 Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

## **2.7 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## **2.8 Completeness of Proposal**

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

## **2.9 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the District for purposes of clarification.

## **2.10 Conflict of Interest/No Lobbying**

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

## **2.11 Subcontractors**

- a) Unless the RFP states otherwise, the District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the District.

## **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The District may consider and evaluate any proposals from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

## **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the District on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the District, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the District.

## **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## **2.18 Liability for Errors**

While the District has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the

District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### 2.19 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the District in any way to award a Contract.

### 2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### 2.21 Legal Entities

The District reserves the right in its sole discretion to:

- a) isqualify a proposal if the District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

### 2.22 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.



### **2.23 Ownership of Proposals**

All proposals and other records submitted to the District in relation to the RFP become the property of the District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

### **2.24 Copyright**

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

### **2.25 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a proposal.

### **2.26 Alternative Solutions**

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

### **2.27 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the District with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents should specify that the personal information may be forwarded to the District for the purposes of responding to the RFP and used by the District for the purposes set out in the RFP. The District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District.

### **2.28 Trade Agreements**

This RFP is covered by trade agreements between the District and other jurisdictions, including the following:

- a) Agreement on Internal Trade;
- b) New West Partnership Trade Agreement; and
- c) Trade, Investment and Labour Mobility Agreement;

For more information, Proponents may contact the District Contact.

## **Appendix A - Contract Form**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the District on substantially the same terms and conditions of the attached draft agreement, and such other terms and conditions to be finalized to the satisfaction of the District.