

Regional Board Report

TO: Regional Board

FROM: Brian Reardon
Chief Administrative Officer

DATE: June 21, 2017

SUBJECT: North Westside Services and Issues Review – RFP Response Summary

Voting Entitlement: *All Directors – Weighted Vote – Simple Majority – LGA 210.2*

Purpose: To present the results of the Request for Proposals process pertaining to the North Westside Services and Issues Review.

Executive Summary:

As directed by the Board, on May 29th, 2017 staff issued a public “Request for Proposals” (RFP) document for the *North Westside Services and Issues Review* using the Board’s approved Terms of Reference and our standard RFP forms and conditions (copy attached). The RFP was posted on the Regional District of Central Okanagan (RDCO), BC Bid and Civic Info websites, was advertised in both the Kelowna Capital News and the Vernon Morning Star newspapers, and was sent directly to consultants that have completed similar reviews for local government organizations in the past few years.

The closing date for RFP submissions was June 15th, 2017. Two proposals were received prior to this deadline and were subsequently evaluated by a three member team consisting of the RDCO Purchasing Manager, Chief Financial Officer and the Chief Administrative Officer. This evaluation was performed using RDCO standard RFP evaluation methodology and templates (copy attached) as well as criteria and weightings stated publicly in the RFP document.

The evaluation team reached full consensus on the highest ranked proponent and is unanimous in making the recommendation below.

RECOMMENDATION:

THAT the Board award the contract for the North Westside Services and Issues Review to EcoPlan International of Vancouver, British Columbia for a lump sum price of \$19,895 plus GST and authorize the Chief Administrative Officer to enter into this contract on behalf of the Regional District of Central Okanagan.

Respectfully Submitted:



Brian Reardon, CAO

Implications of Recommendation:

Strategic Plan:	Strategic Priority #1 – Provide Proactive and Responsive Governance includes an objective of improving the Electoral Area working relationships within the RDCO.
General:	Supporting the staff recommendation in this report will provide an independent, third party review of services provided to North Westside communities and identify issues from the perspective of the public, stakeholders, and the regional district.
Legal/Statutory Authority:	Decision making authority for this matter is derived through the provisions of the Local Government Act and the Regional Board's bylaws and policies.

Background:

At its regular meeting held on April 13th, 2017 the Regional Board approved an amended Terms of Reference for the North Westside Services and Issues Review. These Terms of Reference were confirmed by the Ministry of Community, Sport and Cultural Development in a letter received by the Board on May 11th, 2017.

On May 29th, 2017 RDCO staff issued a public "Request for Proposals" (RFP) document for the *North Westside Services and Issues Review* using the Board's approved Terms of Reference and our standard RFP forms and conditions (copy attached). The RFP was posted on the Regional District of Central Okanagan (RDCO), BC Bid and Civic Info websites, was advertised in both the Kelowna Capital News and the Vernon Morning Star newspapers, and was sent directly to consultants that have completed similar reviews for local government organizations in the past few years. During the posting period some of these consultants confirmed receipt of our invitation and Terms of Reference however declined to submit a proposal due to prior commitments.

The closing date for RFP submissions was June 15th, 2017. Two proposals were received prior to this deadline and were subsequently evaluated by a three member team consisting of the RDCO Purchasing Manager, Chief Financial Officer and the Chief Administrative Officer. This evaluation was performed using RDCO standard RFP evaluation methodology and templates (copy attached) as well as criteria and weightings stated publicly in the RFP document. The evaluation team reached full consensus on the highest ranked proponent and is unanimous in recommending EcoPlan International of Vancouver, British Columbia be awarded the contract for the North Westside Services and Issues Review.

Financial Considerations:

The proposal received from EcoPlan International falls within the maximum \$20,000 grant funding provided by the Province of British Columbia. Anticipated ancillary costs associated with this initiative are expected to fall within the budget parameters included in the 2017-2021 Financial Plan previously approved by the Board.

Organizational Issues:

As this process is a Board led initiative, there are no organizational issues other than to ensure the Board's direction is carried out.

External Implications:

There are no external implications associated with the recommendation being made to the Board.

Should the Board decide to approve the alternate recommendation, staff will need to take appropriate steps with Proponents to cancel the RFP process. In addition, the resulting delay would likely breach our timeline obligations made with the Province of British Columbia and could potentially jeopardize funding commitments made by the Province.

Alternative Recommendation:

The Board may choose not to proceed with awarding this contract as proposed, and instead direct staff to cancel this RFP process.

If this option is chosen, the Board should note two things:

- 1) For another RFP to be issued for this work, the Terms of Reference would need to be materially altered or a significant period of time would need to pass, so that we are not re-issuing the same RFP (could be perceived as bid shopping).
- 2) Due to the timeline commitments made in the Funding Agreement with the Province, cancellation of the current RFP process may put this funding in jeopardy.

Attachment(s): 1) Approved Terms of Reference
2) RFP Document
3) Evaluation Form

**Terms of Reference:
North Westside Services and Community Issues Review
Regional District of Central Okanagan**

1.0 OVERVIEW

The purposes of this Services and Community Issues Review (the “Review”) are:

1. To establish a common understanding of services delivered by the Regional District of Central Okanagan (“RDCO”) to the communities located within the North Westside Fire Protection Area (the “Review Area”);
2. To engage and reach out to the Review Area communities in order to understand concerns and issues related to those services; and
3. Based on the above items, to provide considerations for the Review Area communities and the RDCO for any future improvements to services or decision-making processes emerging from the Review, within the current Regional District framework.

The Review will be conducted by an external consultant (the “Consultant”) who will be selected through a Request for Proposal process conducted by RDCO Staff under the direction of the RDCO CAO. Prior to the recruitment of the Consultant, these Terms of Reference and any special instructions the RDCO Board deems appropriate will be approved through a Regional Board resolution.

2.0 BACKGROUND

In August 2016, representatives of the North Westside Communities Association delivered a presentation to the RDCO Board which outlined various issues, concerns and areas of frustration related to RDCO services in the area. In addition, the Electoral Area Director for Central Okanagan West has made various requests for a study to look at governance issues in the Review Area.

On February 15th, 2017, following various discussions and correspondence, the Minister of Community, Sport and Cultural Development provided approval for a grant in the amount of \$20,000 to facilitate a services and community issues review for the North Westside Fire Protection Service Area. The grant approval was to assist the RDCO with two tasks:

- 1) The collection, inventory and diagnostic analysis of available service delivery, taxation and other relevant data to better describe and understand key facets of local governance in the review area; and
- 2) The identification of issues and concerns expressed by the review area communities regarding decision making and delivery of regional district services in the review area.

Following this approval, the RDCO and Ministry of Community, Sport and Cultural Development (“Ministry”) staff have developed these Terms of Reference for Board consideration and the delivery of this Review.

3.0 ROLES & RESPONSIBILITIES

The Consultant will perform all aspects of the scope of work outlined under section 4 and will be responsible for the overall co-ordination and delivery of the Review. This will include:

- project planning / co-ordination;
- leading community and stakeholder engagement;
- conducting analysis and research;
- writing of draft and final reports;
- Delivery of five (5) hard copies of the draft and final reports;
- Delivery of at least two presentations to the RDCO Board; and
- Delivery of all reports and presentations in MS Word and PowerPoint file formats.

The RDCO, through the CAO’s office, will act as a resource for the Consultant and provide input as-needed. All actions and input given by the RDCO CAO will be consistent with the requirements of this Terms of Reference.

RDCO Staff will provide support as requested by the Consultant, which will include:

- Provisions of data and information on services, as requested by the Consultant; and
- Assistance with booking community engagement events.

4.0 SCOPE OF WORK

4.1 Review Area:

The review area is defined by the North Westside Fire Protection Service Area in Central Okanagan West Electoral Area, which includes the communities of Caesar’s Landing, Fintry, Killiney Beach and Westshore Estates.

4.2 Review Content:

The Review will provide the Review Area communities and the RDCO with factual information about the existing local government system as follows:

- a) Service Delivery: a diagnostic inventory of regional, sub-regional and local services provided to the Review Area

This should include the following:

- Analysis of services currently provided, delivery model, geographies covered, and cost recovery methods; and

- Engagement with RDCO staff, the Regional Board Chair, the Central Okanagan West Electoral Area Director, and Review Area residents on the current state of services.

- b) Governance: a description of how decisions are made by the RDCO for each of those services, including the authority, roles and responsibilities of the Regional Board, its staff and the Electoral Area Director

This should include the following:

 - A desktop overview of rural governance and the regional district system in British Columbia, including decision making processes for electoral area services; and
 - Engagement with Review Area residents and stakeholders, possibly through town hall meetings, to understand root concerns and issues which are leading to feelings of a lack of transparency and accountability.

- c) Community Interests: documenting the interests, needs and concerns of the community regarding those services and their governance

This should include the following:

 - Engagement with Review Area residents to identify root causes, concerns and issues which are leading to a current lack of trust and engagement between the various stakeholders; and
 - Identification of any opportunities to improve engagement and trust in service delivery and governance going forward.

- d) Ongoing Engagement & Trust: Engaging residents, property owners and the RDCO in the identification of practical methods to address issues under the current system, including promotion of engagement and trust between Review Area residents and the RDCO.

4.3 Methods to Be Employed:

The Consultant will employ the following methods, as required, in delivery of the Review:

- Desktop (office-based) analysis and research: for background, data and information on services;
- Face to face interviews: with key RDCO staff, CAO, the RDCO Board Chair, Electoral Area West Director; and
- Public engagement:

The Consultant, in partnership with the RDCO, will establish parameters for public participation so that residents and property owners understand the opportunities to participate in the Review process. The North Westside Communities Association will be invited to provide input on the development of those parameters.

The public engagement should include:

- A process to gather information from the public on their interests, needs and concerns, and current governance and service delivery arrangements;

- Community meeting(s) to present information to the public and to seek community feedback;
- Opportunities for individuals or small groups to provide feedback to the Consultant; and
- A communication strategy for reporting out to the public on the Review’s progress and its findings.

4.4 Final Deliverables

The Review will be delivered as follows:

- A draft report, delivered to the RDCO CAO and Ministry program staff no later than **September 15, 2017**;
- A Final Report delivered to the RDCO Board and Ministry program staff, and Presentation to the RDCO Board, no later than **October 23, 2017**;
- A copy of all reports and presentations in MS Word and PowerPoint file formats.

The reports and presentation will provide details on analysis, findings, results of engagements and any considerations for each of the required content items. The report will also include an appendix providing an overview of all public engagement materials and foundation documents (e.g. Minister’s letter to the RDCO Board, and Terms of Reference).

4.5 Timeline

The review must be completed and delivered to the RDCO and Ministry program staff no later than **October 31, 2017**.

The responsibility for ensuring the information collected by the Consultant is appropriately shared with the public, RDCO board, community and the Ministry rests with RDCO Staff.

4.6 Out of Scope

The following items are out of scope for the review:

1. A technical or financial audit of current services and governance in the review area;
2. Options or recommendations on changes to the existing governance model; and
3. The impact of change to current governance in the review area.

5.0 ADMINISTRATION

5.1 Selection of the Consultant

RDCO Staff will be responsible for the selection of a qualified Consultant, through a publicly-posted Request for Proposals (“RFP”) process, in accordance with RDCO’s Purchasing Policy.

The RFP Scope of Work, will be this Terms of Reference document, with minor modifications to fit within the RFP document structure and formatting.

The RFP will state that proponent consultants must meet the following requirements:

1. Experience in delivering service reviews in a Municipal or Regional District environment;
2. Experience in performing analysis of service delivery models and costs;
3. Demonstrated familiarity with local government structures and issues; and
4. No conflict of interest regarding the review, including relations to RDCO staff.

Furthermore, proposals to the RFP will be evaluated based on the following criteria:

- Cost – based on total Fees and Expenses to deliver the Review;
- Experience & References - based on Consultant's resume and past experience examples; and
- Methodology – based on the suitability of the Consultant's brief methodology for how the work will be performed.

The RFP evaluation will be conducted by RDCO staff only, in consultation with Ministry program staff. The award recommendation will be provided to the Regional Board for approval prior to contract award. Evaluation of the RFP will not be conducted at the Regional Board in order to protect confidential information submitted by RFP proponents.

5.2 Supervision

In supervising the work of the Consultant and managing the overall review process, the RDCO is responsible for ensuring that the expected outputs completed by the Consultant meet the requirements outlined in these Terms of Reference.

Ministry staff will provide additional input, including review of draft materials and provision of comments prior to completion of the final report of the review.

5.3 Funding

The maximum budget for all work under this Review is \$20,000. This budget will cover all fees, expenses and disbursements of the Consultant, and is provided through a conditional grant from the Ministry to the RDCO. Disbursements will be made to the consultant by the RDCO.



REQUEST FOR PROPOSALS

North Westside Services & Community Issues Review
File #: R17-355

Date of Issue: May 29th, 2017

Closing Location:

By hand, mail or courier to:

Regional District of Central Okanagan
Main Floor Reception
1450 KLO Road
Kelowna, BC V1W 3Z4

Or by email to:

andy.brennan@cord.bc.ca (Attn: Andy Brennan, Purchasing Manager)

Submission Date and Time:

Two (2) complete copies of each proposal must be received prior to
3 pm Local Time June 15th, 2017

Regional District Contact:

All enquiries must be directed to:

Andy Brennan

Purchasing Manager

1450 KLO Road

Kelowna, BC V1W 3Z4

Tel: 250-469-6170

Email: andy.brennan@cord.bc.ca

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TERMS OF REFERENCE

1.0 INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by the Regional District of Central Okanagan (the “Regional District”) to experienced consultants to submit proposals for the provision of a services and community issues review for the North Westside community of the Regional District of Central Okanagan , as further described in Part 2 - The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “Regional District Contact” shall be: Andy Brennan, Purchasing Manager - andy.brennan@cord.bc.ca.

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with the Regional District for the provision of the Deliverables, based on the form of agreement included in Appendix A hereto.

[End of Part 1]

2.0 THE DELIVERABLES

2.1 Description of Deliverables

This RFP is an invitation to submit offers for the provision of a Services and Community Issues Review (referred to herein as the “Review”) for the North Westside community of the Regional District of Central Okanagan.

The following is a brief overview of the scope of work, and pre-requisites for Proponents to this RFP. Full details on the Scope of Work and requirements are provided in Appendix G - Scope of Work & Evaluation Criteria.

A brief summary of the scope of work is as follows:

- The Consultant will perform all work for the delivery of a Services and Community Issues Review for the North Westside community of the Regional District of Central Okanagan, which includes the communities of Cesar’s Landing, Fintry, Killiney Beach and Westshore Estates.
- The Review will provide the review area community and the Regional District of Central Okanagan (“RDCO”) with factual information about the existing local government system, including:
 - Service Delivery - an inventory of regional, sub-regional, and local services provided to the review area
 - Governance - a description of how decisions are made by the RDCO for each of those services, based on a desktop review, plus engagement with review area residents and stakeholders
 - Community Interests - documenting the interests, needs, and concerns of the community
 - Ongoing engagement and trust between residents and the RDCO.
- The Consultant’s work will employ methods including: desktop (office-based) analysis and research; face to face interviews; and public engagement
- A draft report is to be delivered no later than September 15th, 2017. A final report and presentation to the RDCO board is to be completed no later than October 23rd, 2017.
- For completion of all work, the Regional District has a maximum budget of \$20,000 (excluding GST).

Proponents to this RFP must meet the following requirements:

1. Experience in delivering service reviews in a municipal or Regional District environment;
2. Experience in performing analysis of service delivery models and costs;
3. Demonstrated familiarity with local government structures and issues; and
4. No conflict of interest regarding the review, including relations to RDCO staff.

[End of Part 2]

3.0 EVALUATION OF PROPOSALS

3.1 TIMETABLE AND SUBMISSION INSTRUCTIONS

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFP	May 29 th , 2017
Deadline for Questions	June 12 th , 2017
Submission Date	June 15 th , 2017
Rectification Period	5 business days

The RFP timetable is tentative only, and may be changed by the Regional District at any time.

3.1.2 Proposals Should be Submitted in Prescribed Manner

Proposals should be submitted either:

- By hand, mail or courier at: Regional District of Central Okanagan, Main Floor Reception, 1450 KLO Road, Kelowna, BC. V1W 3Z4, (marked for the attention of Andy Brennan, Purchasing Manager);

Or

- By email to: andy.brennan@cord.bc.ca (Attn: Andy Brennan, Purchasing Manager).

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Date.

The proposal shall convey the proponent's methodology in a clear and concise manner.

3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location or email address set out above on or before the Submission Date. Proposals submitted after the Submission Date will not be considered.

3.1.4 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Regional District Contact and must be signed by an authorized representative. The Regional District is under no obligation to return withdrawn proposals.

3.2 STAGES OF PROPOSAL EVALUATION

The Regional District will conduct the evaluation of proposals in the following two (2) stages:

3.3 STAGE I - MANDATORY REQUIREMENTS, SUBMISSION AND RECTIFICATION

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. The mandatory requirements are the completion and submission of the appendices listed in this 3.3. Proposals failing to satisfy the mandatory requirements as of the Submission Date will be provided an opportunity to rectify any deficiencies during the Rectification Period. The Rectification Period will begin to run from the date and time that the Regional District issues its rectification notice to the proponent. Proposals failing to satisfy

the mandatory requirements within the Rectification Period will be excluded from further consideration. Proposals satisfying the mandatory requirements within the Rectification Period will proceed to Stage II.

3.3.1 Submission

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms.

3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Remuneration Form (Appendix C)

Each proponent must include this form completed according to the instructions contained in the form.

3.3.4 Reference & Experience Form (Appendix D)

Each proponent must complete the References & Experience Form (Appendix D) and include it with its proposal.

3.3.5 Methodology Form (Appendix E)

Each proponent must complete the Methodology Form (Appendix E) and include it with its proposal.

3.3.6 Exceptions to the Form of Agreement (Appendix F)

Each proponent must complete the Exceptions to the Form of Agreement (Appendix F) and include it with its proposal.

3.4 STAGE II - EVALUATION OF RATED CRITERIA

Stage II will consist of a scoring by the Regional District of each qualified proposal on the basis of the Rated Criteria. Proponents should refer to Appendix G - Scope of Work & Evaluation Criteria, Section B - Rated Criteria for a breakdown of the Rated Criteria.

At the conclusion of Stage II, the highest ranking proponent will be selected for the finalization of a contract in accordance with Part 4.3.

[End of Part 3]

4.0 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 the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 Proponents Shall 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.

4.1.4 Proposals From a Single Legal Entity

Proposals should be submitted by a single legal entity that will act as the prime Proponent who is the main contact to the Regional District in respect of the RFP process and for the purposes of performing any resulting Contract. The identified prime Proponent will be prepared to take overall responsibility for any subsequent agreement. Proposals should not be submitted by joint ventures.

4.2 COMMUNICATION AFTER ISSUANCE OF RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- a) Shall report any errors, omissions or ambiguities; and
- b) May direct questions or seek additional information

In writing by email on or before the proponent's Deadline for Questions to the Regional District Contact. All questions submitted by proponents by email to the Regional District Contact shall be deemed to be received once the email has entered into the Regional District Contact's email inbox.

Only the Regional District Contact is the Regional District's representative authorized to communicate and otherwise deal with proponents and all proponents must communicate and otherwise deal with that person only. Contact with any other Regional District representatives, including Members of The Board, officers or employees of the Regional District regarding this RFP or a proponent's submission will result in that proposal being removed from consideration for this and any future competitions.

It is the responsibility of the proponent to seek clarification from the Regional District Contact on any matter it considers to be unclear. The Regional District shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All new Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the Regional District, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP.

The Regional District may issue addenda by posting them publicly to the Regional District's purchasing page on its website at www.regionaldistrict.com/purchasing. It is the Proponent's

responsibility to check for any addenda posted to this location up until the Submission Date and Time.

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 Verify, Clarify and Supplement

When evaluating responses, the Regional District 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 Regional District may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.4 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 will not be considered to form part of its proposal.

4.2.5 Proposal to Be Retained by the Regional District

The Regional District will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 FINALIZATION OF CONTRACT WITH HIGHEST SCORING PROPONENT, NOTIFICATION AND DEBRIEFING

4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 - Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the Regional District.

4.3.2 Timeframe for Negotiations

The Regional District intends to conclude negotiations within thirty (30) days commencing from the date the Regional District 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.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 - Terms and Conditions of RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of the Regional District or the proponent. Negotiations may include requests by the Regional District 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.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Regional District and the selected proponent. Proponents should submit any exceptions to this Form of Agreement in their Proposal, using Appendix F - Exceptions to Form of Agreement.

4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the Regional District may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 - Terms and Conditions of RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the Regional District elects to cancel the RFP process.

4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the Regional District and a proponent, the other proponents will be notified directly in writing and shall be notified by public posting, in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Regional District Contact and must be made within thirty (30) days of notification of award. 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.

4.4 PROHIBITED COMMUNICATIONS AND CONFIDENTIAL INFORMATION

4.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Regional District Contact.

4.4.3 Confidential Information of Regional District

All information provided by or obtained from the Regional District in any form in connection with the RFP either before or after the issuance of the RFP:

- a) is the sole property of the Regional District and must be treated as confidential;
- b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- c) must not be disclosed without prior written authorization from the Regional District; and
- d) shall be returned by the proponents to the Regional District immediately upon the request of the Regional District.

4.4.4 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 Regional District. The confidentiality of such information will be maintained by the Regional District, except as otherwise required by law (including the Freedom of Information and Protection of Privacy Act http://www.bclaws.ca/Recon/document/ID/freeside/96165_00) or by order of a court or tribunal.

4.4.5 Inappropriate Conduct

The Regional District may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the Regional District, which constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5 PROCUREMENT PROCESS NON-BINDING

4.5.1 No Contract A and No Claims

The 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) the 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 Regional District shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors 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 Regional District by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award. All pricing submitted by proponents shall be submitted in good faith.

4.5.4 Disqualification for Misrepresentation

The Regional District may disqualify the proponent or rescind a contract subsequently entered if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.5 References and Past Performance

The Regional District's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the Regional District or other institutions.

4.5.6 Cancellation

The Regional District may cancel or amend the RFP process without liability at any time.

4.6 GOVERNING LAW AND INTERPRETATION

4.6.1 Governing Law

The terms and conditions in this Part 4 - Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (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 or territory within which the Regional District is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A - FORM OF AGREEMENT

This Appendix A of the RFP contains the Form of Contract the Regional District proposes to enter into with the successful Proponent, pursuant to the Terms of Reference section 1.2.

Note: Proponents are not required to complete any of the details in this Appendix A. This Appendix A will be completed by the Regional District with the successful Proponent as part of the contract execution.

This Agreement made in duplicate and entered into effective as of the ____ day of _____, in the year _____.

By and Between:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

1450 K.L.O Road
Kelowna, B.C. V1W 3Z4

(hereinafter referred to as the "Regional District")

And: Consultant Name
Consultant Address

(hereinafter referred to as the "Consultant")

Witnesses: That the Regional District and the Consultant in consideration of their mutual rights and obligations to one another as hereinafter set forth, DO AGREE AS FOLLOWS:

1.0 SERVICES TO BE PERFORMED

Under this Consulting Services Agreement, the Consultant shall supply all professional expertise necessary for the proper performance of the Service, and do and fulfill everything required by this Agreement for the following project:

North Westside Services & Community Issues Review

(hereinafter referred to as the "Project").

The work shall be performed in accordance with the Consultant's Proposal; Attachment B dated, _____ and the Regional District Terms of Reference; Attachment C – dated _____, both of which constitute a part of this Agreement.

The work shall be performed in accordance with this Agreement and the fee schedule included as part of Attachment B, all of which constitute a part of this Agreement.

(the "Fee Schedule")

The term of this Agreement shall be from _____, until completion of the work, which is to be no later than _____.

(the "Term")

2.0 SCHEDULE

- 2.1 The Consultant shall use its best efforts to perform the Services in accordance with the Project timeline schedule in Attachment B.
- 2.2 The Regional District may reasonably adjust any schedule or specified timing during the course of the project after consulting with and obtaining the approval of the Consultant.

3.0 CONSULTANTS DUTIES

- 3.1 In performing the Services identified under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and its residents, and exercise that degree of professional care, skill and diligence required according to generally accepted professional consulting standards.
- 3.2 The Regional District will provide upon request from the Consultant, any information or data that is pertinent to and identified in, the Terms of Reference which are attached to this Agreement and made a part hereof.
- 3.3 The Consultant shall be responsible for determining the accuracy and completeness of all information and data furnished by or through the Regional District.
- 3.4 The Consultant is responsible for the complete co-ordination of all professional services rendered to the Regional District by the Consultant or by the Consultant's Sub-consultants on the Project.

4.0 PAYMENT

- 4.1 Subject to 4.2, the Lump Sum Consulting Fees shall be paid as identified in the Regional District Terms of Reference, and as supplied with the Consultant's proposal, as each of the files are completed. The Regional District shall have no obligation to pay any fees or costs to the Consultant for services or materials/equipment beyond the Total Lump Sum Consulting Fee for any reason whatsoever, other than as may be agreed in writing by the Regional District and the Consultant.
- 4.2 The Consultant shall make application to the Regional District for payment, together with supporting documents, when required by this Agreement, on or before the last day of each month for approval and due processing. Payment shall be for that proportion of the various parts of the Services completed against the files and any identified reimbursable disbursements incurred during the preceding month. The sum shall become due and payable thirty (30) days after the date the invoice is received by the Regional District. Should the Regional District be unable to verify any invoice within the said period, payment by the Regional District may either be withheld or may be made and treated as an advance pending verification of the invoice. Where required by the Regional District, the Consultant shall provide substantiation to the Regional District in order to verify any invoice. Where only a part of an invoice can be verified by the Regional District, the Regional District may, at its discretion, choose to pay that part only, pending proper verification of the remainder of the invoice by the Consultant.
- 4.3 Account adjustments which have not been made prior to payment of an invoice, may be made by the Regional District at the time of a later payment. Where it has been established that the Regional District has overpaid against an invoice, the Consultant will deduct the amount from the next invoice, or the Consultant shall pay the amount to the Regional District within five (5) working days of the amount being identified, as required by the Regional District.

5.0 TERMINATION AND SUSPENSION

BY THE REGIONAL DISTRICT:

- 5.1 Should the Consultant neglect to complete the Services properly or fail to perform any provisions of this Agreement, the Regional District may notify the Consultant in writing that it is in default of its contractual obligations and instruct it to correct the default or take steps to correct the default, within seven (7) working days of receiving the notice. Failure to comply with the default request extends to the Regional District the option, without limiting any other right or remedy the Regional District may have, of immediately terminating this Agreement. Subject to a right of set-off the Regional District shall have for damages incurred due to such neglect or failure by the Consultant, the Regional District shall pay the Consultant for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

BY THE CONSULTANT:

- 5.2 Should the Regional District fail to perform any provisions of this Agreement, the Consultant may notify the Regional District in writing that it is in default of its contractual obligations and instruct it to correct the default within seven (7) working days of receiving the notice. Failure to comply with the default request extends to the Consultant the option, without limiting any other right or remedy the Consultant may have, of immediately terminating this Agreement and requesting settlement for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- 5.3 Should the Consultant's Services be suspended by the Regional District at any time for more than thirty (30) calendar days in any calendar year through no fault of the Consultant, then the Consultant shall have the right until such suspension is lifted by the Regional District, to terminate this Agreement upon giving three (3) working days written notice thereof to the Regional District. In such event, the Consultant will be paid by the Regional District pursuant to this Agreement, for the completed tasks that remain unpaid as of the effective date of such termination.

6.0 SUCCESSORS AND ASSIGNS

- 6.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 6.2 Neither party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.0 CHANGES IN THE WORK

- 7.1 The Regional District and the Consultant may, by agreement in writing, without invalidating this Agreement, make changes by altering, adding to or deducting from the Services. In such event, the Consultant's Lump Sum Consulting Fee and Project timeline schedule shall be adjusted accordingly. Any Services rendered by the Consultant to the Regional District beyond those Services set out in the Consultant's Proposal and the Regional District Terms of Reference shall be considered to be Additional Services, with the Consultant to be compensated therefore on an hourly or per diem basis to be agreed upon by the Regional District and the Consultant in writing prior to the Consultant rendering any such Additional Services to the Regional District.

8.0 APPLICABLE LAWS

- 8.1 The Consultant shall observe and abide by all applicable laws, regulations, ordinances and other rules of the Regional District, the Federal Government and the Province of British Columbia. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers Compensation Act of British Columbia, and upon request of the Regional District, shall supply proof that all assessments thereunder have been paid.
- 8.2 This Agreement and any rights and remedies arising out of this Agreement, shall be construed in accordance with the laws of British Columbia.

9.0 INSURANCE

- 9.1 The Consultant shall, without limiting its obligations or liabilities under this Contract, procure and maintain, at its own expense and cost, the insurance policies listed in Attachment A, attached hereto and made a part of this Contract. The insurance policies shall be maintained continuously from the date of commencement of the Work or Services provided under this Contract until the date that the Regional District certifies in writing completion of the Work or Services or such further period as may be specified in Attachment A.

10.0 WORKSAFE BC

- 10.1 If the Consultant or any approved sub-Contractors will be physically present on Regional District of Central Okanagan property or will be attending a worksite on behalf of the Regional District of Central Okanagan, they must be registered with WorkSafe BC (formerly WCB), in which case coverage must be maintained for the duration of the Agreement.

11.0 WAIVER

- 11.1 The waiver by the Regional District of the breach of any condition, covenant or obligation under this Agreement required to be kept, observed and performed by the Consultant, will not operate to waive or deemed to waive any subsequent breach of the same condition, covenant or obligation.

12.0 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

- 12.1 The Regional District is subject to the British Columbia Freedom of Information and Protection of Privacy Act. Subject to Sections 12 through 22 inclusive of the Act, any reports and or documents produced by or on behalf of the Regional District are subject to public review under the Act.
- 12.2 The Consultant shall keep confidential for an unlimited period of time all communications, plans, specifications, reports or other information used in connection with the Project except:
- 13.2.1 those requiring disclosure by operation of law; or
 - 13.2.2 any disclosure authorized in writing by the Regional District or
 - 13.2.3 those in the possession of or that come into the possession of the Consultant and not obtained directly or indirectly from the Regional District; or
 - 13.2.4 those in the public domain through no act or omission of the Consultant.

The Consultant shall, by employing written agreements, bind all employees, sub-consultants and agents to the obligations required by this Article.

- 12.3 All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by the Consultant in connection with the Services (the Instruments of Service), including all copyright and other intellectual property therein, are and shall at all times remain the property of the Regional District, unless otherwise agreed in writing between the parties.

13.0 CONFLICT OF INTEREST

- 13.1 During the Term, the Consultant must not engage in or provide, to any other person or company or entity, any service or thing which would be reasonably perceived to be in conflict with the interest of the Regional District or its residents, in respect of the Services. Should any real or potential conflict of interest arise during the Term, the Consultant shall declare it immediately to the Regional District and upon receipt of notice of a conflict, the Regional District may, at its option and despite section 5.0, immediately terminate this Contract.

14.0 SUBCONSULTANTS

- 14.1 The Consultant agrees to employ those sub-consultants and to supply the Services identified in its Proposal at the time of signing of this Agreement. The Consultant agrees that it has the responsibility for the complete coordination of all professional Services rendered to the Regional District by the Consultant or by its sub-consultants on the Project.
- 14.2 Any sub-consultants used by the Consultant must be identified in the Consultants Proposal and approved in advance by the Regional District.
- 14.3 All costs associated with any sub-consultants required to supply the services identified in the Scope of Work are included in the Lump Sum Consulting Fee.

15.0 ARBITRATION

- 16.1 All matters in dispute under this Agreement which cannot be settled by the Regional District and the Consultant may, with the concurrence of both the Regional District and the Consultant, be submitted to final and binding arbitration to a single arbitrator appointed jointly by them.
- 16.2 No person shall be nominated to act as arbitrator who is in any way financially interested in the Project or in the affairs of either the Regional District or the Consultant.
- 16.3 In the event that the Regional District and the Consultant cannot agree to an arbitrator, such arbitrator shall be chosen by reference to a Judge of the Supreme Court of British Columbia.

16.0 RECORDS AND AUDIT

- 16.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than six (6) years after completion of the Project or for such extended period as may be required by law or as the Regional District may request in writing.
- 16.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant.

17.0 INDEMNIFICATION

17.1 The Consultant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Regional District, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the negligent performance or non-performance of this Contract, except only where such loss, costs, damages and expenses are as a result of the acts of the Indemnities, and in such event only to the extent such claim, demand, action, proceeding or liability is attributable to decisions or acts of the Indemnities, as are actionable and sustainable against the Indemnities pursuant to British Columbia law.

The Consultant shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the negligent performance or non-performance of this contract, except where such claim, demand, action, proceeding or liability arise out of the, acts of the Indemnities, and in such event only to the extent such claim, demand, action, proceeding or liability are attributable to decisions or acts of the Indemnities, as are actionable and sustainable as against the Indemnities pursuant to British Columbia law.

This section shall survive termination of this Agreement.

18.0 TIME

Time is of the essence of this Contract.

19.0 ENTIRE AGREEMENT

19.1 This Agreement constitutes the sole and entire agreement between the Regional District and the Consultant relating to the Project and completely supersedes and abrogates any prior Agreements existing between the Regional District and the Consultant whether written or oral.

20.0 RECEIPT OF AND ADDRESSES FOR NOTICE

20.1 Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by facsimile by hand to the individual or to a member of the company for whom they are intended, or if sent by post, telegram, facsimile or telex within five (5) working days of the date of mailing, when addressed as follows:

the **Regional District** at Regional District of Central Okanagan,
1450 KLO Road,
Kelowna, B.C. V1W 3Z4

Purchasing Manager

the **Consultant** at Consultant Name
Consultant Address

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written by their officers or persons duly authorized to execute on their behalf.

Signatures for the
REGIONAL DISTRICT OF CENTRAL OKANAGAN were hereto affixed:

_____)
_____)
Project Manager _____)
_____)
_____)
Title _____)

_____)
_____)
Witness _____)
_____)
_____)
Title _____)

_____)
Date _____)

Signatures for the **CONSULTANT** were hereto affixed:

_____)
_____)
Authorized Signatory _____)
_____)
_____)
Title _____)

_____)
_____)
Authorized Signatory _____)
_____)
_____)
Title _____)

_____)
_____)
Witness _____)
_____)
_____)
Title _____)

_____)
Date _____)

ATTACHMENT A – INSURANCE REQUIREMENTS

1. **Consultant To Provide**

The Consultant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the Regional District advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Work or Services until total completion of the Work or Services or such longer period as may be specified by the Regional District.

2. **Insurance**

As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the Regional District, procure and maintain, at its own expense and cost, the following insurance policies:

- 2.1 WorkSafe BC insurance covering all employees of Consultant engaged in the Work or Services in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.
- 2.2 Comprehensive General Liability Insurance
 - (i) providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
 - (ii) providing for all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract;
 - (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
 - (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- 2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Consultant directly or indirectly in the performance of the Work or Services. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

3. **The Regional District Named As Additional Insured**

The policies required by sections 2.2 and 2.3 above shall provide that the Regional District is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the Regional District.

4. **Consultant's Sub-Consultants**

The Consultant shall require each of its sub-Consultants to provide comparable insurance to that set forth under section 2.

5. **Certificates of Insurance**

If requested by the Regional District, the Consultant agrees to submit Certificates of Insurance for itself and for all of its sub-consultants to Regional District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given

to the Regional District, prior to any material changes or cancellations of any such policy or policies.

6. Additional Insurance

The Consultant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Regional District. The Consultant shall ensure that all of its sub-Consultants are informed of and comply with the Regional District's requirements set out in this Attachment A.

7. Insurance Companies

All insurance, which the Consultant is required to obtain with respect to this contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

8. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any sub-Consultant shall not be held to waive or release the Consultant or sub-Consultant from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Consultant otherwise. Any insurance deductible maintained by the Consultant or any sub-Consultant under any of the insurance policies is solely for their account and any such amount incurred by the Regional District will be recovered from the Consultant as stated in section.

End of Attachment A

APPENDIX B - SUBMISSION FORM

Request for Proposals No.: R17-355

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

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 that there will be no legal relationship or obligations created until the Regional District and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the pries set out in the Remuneration Form and has provided a list of any sub-consultants to be used to complete the proposed contract in the Methodology Form. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Appendix B - Submission Form	
Appendix C - Remuneration Form	
Appendix D - References & Experience Form	
Appendix E - Methodology Form	
Appendix F - Exceptions to the Form of Agreement	

4. Non-binding Price Estimates

The proponent has submitted its prices in accordance with the instructions in the RFP and in the Remuneration Form set out in Appendix C. 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 submission or its eligibility for future work.

5. 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:_____ . The onus remains on proponents to make any necessary amendments to their proposal based on the addenda.

6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

- 6.1 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 Regional District 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 RFP process; or
- 6.2 in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, 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.

The Regional District requires all proponents to certify either statement A or statement B below by checking the box next to either A or B below:

- A) The proponent declares there was no Conflict of Interest in preparing this proposal; and there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

OR

- B) 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:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were employees of the Regional District and have ceased that employment within twelve (12) months prior to the Submission Date:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Regional District:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide the Regional District with additional information from each individual identified above in the form prescribed by the Regional District.

7. 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, including the Freedom of Information and Protection of Privacy Act, or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Regional District to the Regional District's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness	Signature of Proponent Representative
Name of Witness	Name and Title
	Date:
	I have authority to bind the proponent

APPENDIX C - REMUNERATION FORM

All proposals should include this Appendix C, with tables completed and labelled as “Appendix C – Remuneration”.

B1 Lump Sum Consulting Fees:

- a) Lump Sum Consulting Fees shall be entered into the table under B1 for completion of the scope of work.
- b) The Total Lump Sum Consulting Fee shall cover all costs to deliver the scope of work outlined in Appendix G, and for the avoidance of any doubt, shall include for all labour, disbursements, expenses, overheads, travel and any other costs necessary to complete the deliverables.
- c) Lump Sum Consulting Fees shall be fixed for the duration of the contract.
- d) GST is to be stated separately, where noted.
- e) The Total Lump Sum Consulting Fee must not exceed the Regional District’s maximum budget of \$20,000 (excluding GST).

#	SCOPE OF WORK ITEM	LUMP SUM CONSULTING FEE
1	North Westside Services & Community Issues Review , as described in Appendix G – Scope of Work	\$
2	Any other costs (please detail if any)	\$
3	TOTAL LUMP SUM CONSULTING FEE:	\$
4	GST:	\$

B2 Payment Terms:

In the space below, Proponents should detail their payment terms/ progress payment required. At least 30% of the Total Lump Sum Consulting Fee should remain unpaid until completion of all final deliverables. Consultant shall submit monthly invoices. Regional District shall pay invoices within 30 days of receipt.

Required Payment Terms / Progress Payments:

APPENDIX D - REFERENCES & EXPERIENCE FORM

References & Experience:

Each Proponent shall complete and return the tables below (labelled as "Appendix D - References & Experience Form") for projects of a similar scope and size, which specifically demonstrates the following experience:

- Experience in delivering service reviews in a Municipal or Regional District Environment;
- Experience in performing analysis of service delivery models and costs;
- Demonstrated familiarity with local government structures and issues

Note: add additional pages or references if required.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Scope of Assignment & Value:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Scope of Assignment & Value	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Scope of Assignment & Value	

By submitting this Appendix, the proponent is granting the Regional District permission to contact the project's Owner and anyone related to the project to obtain a reference check.

APPENDIX E - METHDOLOGY FORM

Each proponent is requested to provide the following, labelled as "Appendix E - Methodology Form":

1. Methodology Overview: Proponent should provide a brief overview of how the work will be approached, in accordance with the Scope of Work, detailing methods to be employed.
2. Team: Identify all team members and their responsibility or role in performing the work. Please include a resume for key team members.
3. Schedule: Provide an outline schedule for the project, showing the timeline from contract award, with completion of key task and submission of the final deliverables. Note: The Regional District anticipates signing a contract with the successful proponent by June 30th, 2017.

APPENDIX F - EXCEPTIONS TO THE FORM OF AGREEMENT

Proposals must include this Appendix F, with either statement A or statement B selected by checking one of the two boxes below:

- A) Should our proposal be selected, we agree to enter into a contract on the basis of the terms and conditions detailed in Appendix A - Form of Agreement.

OR

- B) Should our proposal be selected, we agree to enter into a contract on the basis of the terms and conditions detailed in Appendix A - Form of Agreement, except for the following proposed amendments: (please specify):

APPENDIX G - SCOPE OF WORK & EVALUATION CRITERIA

A. THE DELIVERABLES - (PROJECT TERMS OF REFERENCE)

1.0 OVERVIEW

The purposes of this Services and Community Issues Review (the "Review") are:

1. To establish a common understanding of services delivered by the Regional District of Central Okanagan ("RDCO") to the communities located within the North Westside Fire Protection Area (the "Review Area");
2. To engage and reach out to the Review Area communities in order to understand concerns and issues related to those services; and
3. Based on the above items, to provide considerations for the Review Area communities and the RDCO for any future improvements to services or decision-making processes emerging from the Review, within the current Regional District framework.

The Review will be conducted by an external consultant (the "Consultant") who will be selected through a Request for Proposal process conducted by RDCO Staff under the direction of the RDCO CAO. Prior to the recruitment of the Consultant, these Terms of Reference and any special instructions the RDCO Board deems appropriate will be approved through a Regional Board resolution.

2.0 BACKGROUND

In August 2016, representatives of the North Westside Communities Association delivered a presentation to the RDCO Board which outlined various issues, concerns and areas of frustration related to RDCO services in the area. In addition, the Electoral Area Director for Central Okanagan West has made various requests for a study to look at governance issues in the Review Area.

On February 15th, 2017, following various discussions and correspondence, the Minister of Community, Sport and Cultural Development provided approval for a grant in the amount of \$20,000 to facilitate a services and community issues review for the North Westside Fire Protection Service Area. The grant approval was to assist the RDCO with two tasks:

- 1) The collection, inventory and diagnostic analysis of available service delivery, taxation and other relevant data to better describe and understand key facets of local governance in the review area; and
- 2) The identification of issues and concerns expressed by the review area communities regarding decision making and delivery of regional district services in the review area.

Following this approval, the RDCO and Ministry of Community, Sport and Cultural Development ("Ministry") staff have developed these Terms of Reference for Board consideration and the delivery of this Review.

3.0 ROLES & RESPONSIBILITIES

The Consultant will perform all aspects of the scope of work outlined under section 4 and will be responsible for the overall co-ordination and delivery of the Review. This will include:

- project planning / co-ordination;
- leading community and stakeholder engagement;

- conducting analysis and research;
- writing of draft and final reports;
- Delivery of five (5) hard copies of the draft and final reports;
- Delivery of at least two presentations to the RDCO Board; and
- Delivery of all reports and presentations in MS Word and PowerPoint file formats.

The RDCO, through the CAO's office, will act as a resource for the Consultant and provide input as needed. All actions and input given by the RDCO CAO will be consistent with the requirements of this Terms of Reference.

RDCO Staff will provide support as requested by the Consultant, which will include:

- Provisions of data and information on services, as requested by the Consultant; and
- Assistance with booking community engagement events.

4.0 SCOPE OF WORK

4.1 Review Area:

The review area is defined by the North Westside Fire Protection Service Area in Central Okanagan West Electoral Area, which includes the communities of Caesar's Landing, Fintry, Killiney Beach and Westshore Estates.

4.2 Review Content:

The Review will provide the Review Area communities and the RDCO with factual information about the existing local government system as follows:

- a) Service Delivery: a diagnostic inventory of regional, sub-regional and local services provided to the Review Area

This should include the following:

- Analysis of services currently provided, delivery model, geographies covered, and cost recovery methods; and
- Engagement with RDCO staff, the Regional Board Chair, the Central Okanagan West Electoral Area Director, and Review Area residents on the current state of services.

- b) Governance: a description of how decisions are made by the RDCO for each of those services, including the authority, roles and responsibilities of the Regional Board, its staff and the Electoral Area Director

This should include the following:

- A desktop overview of rural governance and the regional district system in British Columbia, including decision making processes for electoral area services; and
- Engagement with Review Area residents and stakeholders, possibly through town hall meetings, to understand root concerns and issues which are leading to feelings of a lack of transparency and accountability.

- c) Community Interests: documenting the interests, needs and concerns of the community regarding those services and their governance

This should include the following:

- Engagement with Review Area residents to identify root causes, concerns and issues which are leading to a current lack of trust and engagement between the various stakeholders; and
 - Identification of any opportunities to improve engagement and trust in service delivery and governance going forward.
- d) Ongoing Engagement & Trust: Engaging residents, property owners and the RDCO in the identification of practical methods to address issues under the current system, including promotion of engagement and trust between Review Area residents and the RDCO.

4.3 Methods to Be Employed:

The Consultant will employ the following methods, as required, in delivery of the Review:

- Desktop (office-based) analysis and research: for background, data and information on services;
- Face to face interviews: with key RDCO staff, CAO, the RDCO Board Chair, Electoral Area West Director; and
- Public engagement:

The Consultant, in partnership with the RDCO, will establish parameters for public participation so that residents and property owners understand the opportunities to participate in the Review process. The North Westside Communities Association will be invited to provide input on the development of those parameters.

The public engagement should include:

- A process to gather information from the public on their interests, needs and concerns, and current governance and service delivery arrangements;
- Community meeting(s) to present information to the public and to seek community feedback;
- Opportunities for individuals or small groups to provide feedback to the Consultant; and
- A communication strategy for reporting out to the public on the Review's progress and its findings.

4.4 Final Deliverables

The Review will be delivered as follows:

- A draft report, delivered to the RDCO CAO and Ministry program staff no later than **September 15, 2017**;
- A Final Report delivered to the RDCO Board and Ministry program staff, and Presentation to the RDCO Board, no later than **October 23, 2017**;
- A copy of all reports and presentations in MS Word and PowerPoint file formats.

The reports and presentation will provide details on analysis, findings, results of engagements and any considerations for each of the required content items. The report will also include an appendix providing an overview of all public engagement materials and foundation documents (e.g. Minister's letter to the RDCO Board, and Terms of Reference).

4.5 Timeline

The review must be completed and delivered to the RDCO and Ministry program staff no later than **October 31, 2017**.

The responsibility for ensuring the information collected by the Consultant is appropriately shared with the public, RDCO board, community and the Ministry rests with RDCO Staff.

4.6 Out of Scope

The following items are out of scope for the review:

1. A technical or financial audit of current services and governance in the review area;
2. Options or recommendations on changes to the existing governance model; and
3. The impact of change to current governance in the review area.

B. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria to be evaluated at Stage II of the RFP.

Stage II Rated Criteria Category	Weighting %
Lowest Total Lump Sum Consulting Fee , based on Appendix C (Remuneration Form) submission	25%
Suitability of Proponent’s Experience and References, based on the firm’s experience and references demonstrated in the Appendix D (References & Experience Form) submission, plus the resumes of key personnel provided in the Appendix E (Methodology Form) submission.	35%
Suitability of proponent’s methodology to meet the required project scope of work, based on Appendix E (Methodology Form) submission	35%
Ease of being able to agree a contract with the Proponent, based on the Appendix F (Exceptions to Form of Agreement) submission	5%

HIGHEST-RANKED PROPONENT - RECOMMENDED FOR CONTRACT AWARD

R17-355 North Westside Services & Community Issues Review

		EcoPlan International		Jennifer Reddy			
Minimum Requirements for Proponents:							
Submission Form Completed							
1. Experienced in delivering services reviews in a municipal / Regional District environment:		Yes		Not demonstrated			
2. Experienced in performing analysis of service delivery models and costs.		Yes		Not demonstrated			
3. Demonstrated familiarity with local government structures and issues		Yes		Not demonstrated			
4. No conflict of interest regarding the review, including relations to RDCO staff.		Declared No Conflict		Declared No Conflict			
Scored Evaluation Criteria	Weight	Score	Weighted Score	Comments	Score	Weighted Score	Comments
Lowest Total Lump Sum Consulting Fee, based on Appendix C - Remuneration Form submission.	25%			Lump Sum Consulting Fee = \$19,895 + GST			Lump Sum Consulting Fee = \$17,340 + GST
Suitability of Proponent's Experience & References, based on the firm's experience and references demonstrated in the Appendix D (References & Experience Form) submission, plus the resumes of key personnel provided in the Appendix E (Methodology Form) submission.	35%		0.00	<p>Experience & References: extensive and varied experience in facilitating engagement processes to solve complex issues. Includes first nation-RD engagements, service delivery engagement, and RGS engagements. Experience in engaging with dispersed and rural populations, using engagement techniques to ensure the process remains community-driven.</p> <p>Team: Proposed team has extensive knowledge of local government structures, and a wide variety of experience in public and stakeholder engagement processes. 4-person team has a breadth of skills, including a communication specialist.</p>		0.00	
Suitability of Proponent's Methodology to meet the required project scope of work, based on Appendix E (Methodology Form) submission.	35%		0.00	A detailed and well thought-out methodology, designed to focus on building partnerships, transparency and effective communication. Methodology meets all content requirements of the ToR, and utilizes a variety of engagement tools and media to complete the deliverables. Proposal highlights that timeline may be a challenge given the summer holiday season and recent flooding events, however the proposed schedule meets all required dates.		0.00	
Ease of being able to agree a contract with the Proponent, based on the Appendix F (Exceptions to Form of Agreement) submission.	5%		0.00	Proponent Agrees to RDCO Form of Agreement, with no exceptions.		0.00	
Total			0.00			0.00	
Other Notes:							

Score	Description
100	Exceeds Requirements, Strong Positive Variations, No Risk
95	Exceeds Requirements, Strong Positive Variations, Very Minimal Risk
90	Exceeds Requirements, Strong Positive Variations, Very Minimal Risk
85	Exceeds Requirements, Moderate Positive Variations, Very Minimal Risk
80	Exceeds Requirements, Moderate Positive Variations, Very Minimal Risk
75	Exceeds Requirements, Moderate Positive Variations, Very Minimal Risk
70	Meets Requirements, Minor Positive Variations, Very Minimal Risk
65	Meets Requirements, Minor Positive Variations, Very Minimal Risk
60	Meets Requirements, Minor Positive Variations, Minimal Risk
55	Meets Requirements, Minor Positive Variations, Minimal Risk
50	Meets Requirements, No Variations, No Risk
45	Meets Requirements, Minor Negative Variations, Minimal Risk
40	Meets Requirements, Minor Negative Variations, Minimal Risk
35	Meets Requirements, Moderate Negative Variations, Moderate Risk
30	Meets Requirements, Moderate Negative Variations, Moderate Risk
25	Fails to Meet Requirements, Moderate Negative Variations, Moderate Risk
20	Fails to Meet Requirements, Moderate Negative Variations, Moderate Risk
15	Fails to Meet Requirements, Unacceptable Negative Variations, High Risk
10	Fails to Meet Requirements, Unacceptable Negative Variations, High Risk
5	Fails to Meet Requirements, Incomplete Response
0	Fails to Meet Requirements, Incomplete Response