



Regional District of
Kitimat-Stikine

Request for Proposal Number RFP 2020-SW-01

For the Provision of:

Iskut Landfill Feasibility Study

For the
Regional District of Kitimat-Stikine

Date of Issue: November 24, 2020

Closing Time/Date: 2:00 pm PST, December 18, 2020

Deliver To:

Regional District of Kitimat Stikine
300-4545 Lazelle Avenue Terrace, BC V8G 4E1
Attention: Yvonne Koerner, Chief Financial Officer
Email: yvonnek@rdks.bc.ca

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SUMMARY OF KEY INFORMATION	
RFP TITLE	<p>The title of this RFP is: RFP 2020-SW-01 Iskut Landfill Feasibility Study Please use this title on all correspondence.</p>
REGIONAL DISTRICT REPRESENTATIVE	<p>The Regional District of Kitimat-Stikine Representative for this RFP is: Name: Nicki Veikle, Environmental Services Coordinator Email: nveikle@rdks.bc.ca Please direct all enquiries by email to the above-named Regional District Representative. <u>No telephone enquiries please.</u></p>
ENQUIRIES	<p>Respondents are encouraged to submit enquiries at an early date to permit consideration by the Regional District. Enquiries must be made no less than five (5) days prior to Closing Time. The Regional District may, in its discretion, decide not to respond to enquiries.</p>
SUBMISSION CONTENT	<ul style="list-style-type: none"> ▪ Proposal ▪ Completed submission forms (Appendix A, B, and C)
CLOSING TIME	<p>The Closing Time is: 2:00 pm PST, December 18, 2020</p>
SUBMISSION FORMAT	<p>Responses are to be provided via email submission only, with the subject line of "RFP 2020-SW-01 Iskut Landfill Feasibility Study", emailed to: Name: Yvonne Koerner, Chief Financial Officer Email: yvonnek@rdks.bc.ca Late submissions will not be considered.</p>

1. PURPOSE

The Regional District of Kitimat-Stikine (“the Regional District”) requests Proposals from qualified and experienced firms to conduct a feasibility study to determine the most suitable solid waste management method for the Iskut region. There is currently a landfill in the area that services the First Nation community Iskut Band, and the residents located on Highway 37 North from approximately Bob Quinn to South of Dease Lake.

2. PROPOSAL INSTRUCTIONS

2.1. Closing Time and Delivery of Proposals

Proposals must be received before the Closing Time:

2:00 pm PST on December 18, 2020

Proposals will be accepted by email. The RDKS would prefer not to receive hard copy proposal submissions at this time. Email submissions should include the RFP number and project title in the subject line and be sent to:

Yvonne Koerner, Chief Financial Officer
yvonnek@rdks.bc.ca

The Proponent is responsible for ensuring its Proposal is received at the email address set out above by the Closing Time. Proposals received after the Closing Time will be marked late and not considered or evaluated. Proponents wishing to revise their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy as listed above.

Email submissions must not exceed 35 MB. If attachments exceed 35 MB in size, Proponents may use a secure external platform from which the RDKS can access and download the Proposal. 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 Regional District’s system.

2.2. Inquiries

Proponents must carefully examine the RFP documents any other factors that may affect the work. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to undertaking of the work.

All inquiries related to this RFP must be received no later than December 11, 2020 or 5 business days before the Closing Time and should be directed in writing (email) to:

Nicki Veikle, B.Sc., A.Sc.T, Environmental Services Coordinator
nveikle@rdks.bc.ca

Proponents finding discrepancies or omissions in the RFP (including any schedules) or having doubts as to the meaning or intent of any provision, should immediately notify the Regional District Representative. If the Regional District determines that an amendment is required to this RFP, the Regional District Representative will issue an addendum. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.3. Additional Information

All Addenda will be posted to BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

2.4. Proponent's Meeting

The Regional District will not be holding a Proponent's meeting.

3. RFP Process Rules

3.1. Definitions

Throughout this Request for Proposals, the following definitions apply:

"Addenda" means all additional information regarding this RFP including amendments to the RFP;

"Contract" means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent to provide the Deliverables;

"Consultant" means the successful Proponent to the RFP who enters into a Contract with the Regional District;

"Deliverables" means the goods and any related services as described in this RFP.

"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;

"Regional District" means the Regional District of Kitimat-Stikine issuing this RFP;

"Regional District Representative" means the individual named as the contact person for the Regional District in the RFP;

"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 Regional District by Addenda;

"Work" means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

3.2. Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP 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 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 as section 5.

3.3. Firm Pricing

Prices will be firm for the entire Contract period.

3.4. Conflict of Interest

Proposals must disclose any actual or potential conflicts of interest and existing business relationships the Proponent may have with the Regional District, its elected or appointed officials or employees. The Regional District may rely on such disclosure. 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 Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP.

3.5. Subcontractors

The Regional District will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP. The Proposal must identify the lead entity that will be the Proponent and the names of approved subcontractors that will be included in the Contract. The Proponent will have sole responsibility to deliver the services under the Contract. The Regional District will enter into a Contract with the Proponent only.

3.6. Contract

By submitting a Proposal, the Proponent agrees that, should its Proposal be successful, the Proponent will enter into a Contract with the Regional District at terms and conditions deemed satisfactory to the Regional District.

If a written Contract cannot be finalized with provisions satisfactory to the Regional District within thirty days of notification to the successful Proponent, the Regional District may 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.

3.7. Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process. The Regional 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.

3.8. 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. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

3.9. Liability for Errors

While the Regional 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 Regional 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.

3.10. Ownership of Proposals

All Proposals and other records submitted to the Regional District in relation to the RFP become the property of the Regional District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

3.11. Confidentiality Agreement

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

3.12. 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 Regional 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 Regional District.

4. SCOPE OF SERVICES

4.1. Background

The Regional District is responsible for managing and operating the Iskut Landfill that serves approximately 300 residents located on Highway 37 North between Bob Quinn Lake to south of Dease Lake, including the Iskut Band. Approximately 28 entities contribute to the solid waste service tax requisition for this area, including private lodges, seasonal cabins, and utility providers.

The landfill was an old Ministry of Transportation and Infrastructure (MOTI) dump and is located on Crown land. It is an unsecured site which incorporates both active landfill activities and seepage lagoons. It is located two kilometres northwest of Iskut on Highway 37N.

The Landfill is responsible for the management of municipal solid and liquid waste generated from commercial and residential sources in the Iskut area in accordance with the Regional District Kitimat- Stikine Solid Waste Management Plan (1995). Landfill operations are regulated by the Ministry of Environment and Climate Change Strategy's (MOECC) Operational Certificate MR-4612 under the Environmental Management Act, issued in December 2012, and conducted in accordance with Iskut Landfill Operations and Closure Plan prepared by Sperling Hansen Associates in February 1999. The footprint for the entire Iskut Facility is 3.5 ha in size and includes a borrow area for cover material.

The facility currently accepts and segregates metal, tires, and clean wood.

In recent years, the Regional District has had difficulty securing a suitable skilled operations contractor to manage the landfill site. Attempts to control public access to the site with entrance gates and set opening hours have not been successful. Site operations have defaulted to the Iskut Band, who struggle to operate the site to best practices or standards. The Band has expressed to the Regional District their preference to discontinue as site operator.

The location of the site presents challenges for Regional District staff to maintain a presence and conduct regular site visits. Past operations have required Regional District staff to conduct major

site maintenance measures in an effort to be compliant with the Operational Certificate; however, the corrective measures would invariably be short-term (i.e., last only one to two months).

The Regional District has recently received non-compliance notices and corresponding fines from the MOECC for the Iskut Landfill. The Regional District is seeking a long-term solution to address waste management issues in the Iskut region.

4.2. Scope of Work

The Project scope is to conduct a feasibility study to assist the Regional District in determining the most preferred option(s) for operating and managing the Iskut Landfill and waste generated in the area. Five options are identified here, along with narrative which is intended to assist Proponents in framing their Proposal responses. Proponents are welcome to identify additional options for review and consideration.

4.2.1. Options

1. *Maintain the Iskut Landfill.*

Continue to operate the Iskut landfill with increased operating hours.

Increasing the hours of operation may prevent users from dumping in front of the gates and from cutting the gate lock to gain access. Increasing hours and offering a larger contract may attract contractors from outside of the area. If the current operator (the Iskut Band) continued to operate they would need to acquire a larger piece of equipment for operations. This option would be in conjunction with a dedicated minimal monthly Regional District inspection of the site following a commissioning period to bring the facility back into compliance. A minimum of four days a week would be required to reduce the level of illegal dumping at the gate and minimize the spread of uncontained refuse outside the facility. A watch dog pilot project to turn away offenders during closed hours would need to be implemented to enforce the needed message to the community.

2. *Close the landfill and open a transfer station onsite.*

Conduct a full closure of the landfill, maintain the septage facility, and open a transfer station in the same location.

This model may work better with waste being contained within a bin, rather than landfilled. Consolidated refuse would be hauled to the Meziadin Landfill. Geography of the Iskut Landfill may be conducive to development of a Z-Wall with roll-off bins. Extended hours of operation would be required to curb illegal dumping at the gate. Dedicated trained staff would be required to operate the facility successfully and safely. Though not required at a transfer station, a bear fence would be recommended.

3. *Implement a curbside collection service.*

The Iskut Band currently provides curbside collection to the on-reserve residents. Service could be expanded to include homes and tourist facilities located on Highway 37 North.

Depending on the selected collection model, wildlife proof containers may be purchased by the Regional District and provided to residents located along Highway 37 North. Based on the volume generated by a residence or facility, multiple bins may be required. For example, Tattogga Lodge would likely require multiple containers or one large bin.

The collection schedule could vary, but garbage collection would likely be required weekly during summer months, and every two weeks during the winter months. Collected material would be hauled directly to the Meziadin Landfill. Providing occasional special collections for diverted items like metal or for bulky items would have to be considered to ensure complete service. Proponents are encouraged to research and refer to current models in use for other remote northern British Columbia communities.

4. *Close the landfill and require the Iskut Band to operate a transfer station within their community.*

The Iskut Band currently has diversion kiosks located within the community that they manage and operate with no involvement from the Regional District.

The Regional District could work with the Band to construct a transfer station in a suitable location within the community. The transfer station would be owned and managed by the Band. The Regional District would then provide a cost share to the Band on behalf of the taxpayer residents along Highway 37 North to ensure the non-Band residents access to the facility. The garbage and diverted materials would be hauled to the Meziadin facility.

5. *Close the landfill to the public and continue landfilling materials accepted from Options 2, 3, and 4.*

The Iskut landfill could be closed to the public but remain open to accept waste from options 2,3 and 4.

An operations contract would be in place to landfill and compact garbage as well as accept and manage diverted materials such as metal.

6. *Alternative suitable option.*

Additional options to be reviewed are welcome. The Proponent is encouraged to include innovative or unique solutions.

4.2.2. Deliverables

In reviewing and assessing the feasibility of each option, the minimum requirements include a detailed breakdown of each of the following:

- Full description of each option, including:
 - Description of the proposed methodology in implementing the option;
 - The benefits and challenges for the Regional District;
 - The benefits and challenges for the residents;
 - The steps required to implement;
 - The timeframe required to implement;
 - Solutions within each option for managing bulky items as well as diverted items like metal and clean wood;
 - Equipment and supplies the Regional District may be required to purchase, rent or otherwise provide to implement the option.
- Approximate costs associated with each option, including operational costs, maintenance costs, capital costs and ongoing maintenance costs.
- Risks associated with each option, including compliance, contractor(s) risk, other associated risks, site user risk and other stakeholders.

- Ultimate strategy and feasibility of each option, including:
 - Review each option with a comparative ranking matrix;
 - Assess the availability of contractors to perform the services required for each option;
 - Recommend the preferred option(s) for the Regional District's consideration.

The outcome of the feasibility study should be summarized in a succinct report(s) and delivered to the Regional District in electronic format.

4.3. Information Requirements

Upon contract award, the RDKS will provide the necessary background information to the successful Proponent to inform the Feasibility Study, including but not limited to:

- Population analysis of the area, including number of homes and businesses,
- Financial information for the Hazelton and Highway 37N service area (i.e., no tip fees for the Iskut facility),
- Current Hazelton and Highway 37N service area Solid Waste bylaw,
- Solid Waste Management Plan. The current planning process can be accessed at: https://www.rdks.bc.ca/services/garbage_recycling_and_organics/solid_waste_management_plan.

4.4. Schedule

The anticipated contract award date will be in January 2021. The Regional District would like to have the Feasibility Study completed with all deliverables submitted by **June 30, 2021**.

4.5. Intended Budget

It is anticipated that the contract value for the Project will be less than \$20,000. Proponents are required to scope the Project within the current intended budget. Proponents are encouraged to propose value added elements that include completion of all requirements listed above.

5. PROPOSAL REQUIREMENTS

5.1. Submission Form (Appendix A)

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

5.2. Pricing (Appendix B)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix B).

5.3. References (Appendix C)

Each proposal submission must provide at least two (2) references from clients who have obtained goods or services similar to those requested in this RFP from the Proponent in the last five (5) years. The Regional District may contact references for validation and information.

5.4. Suggested Proposal Content

(i) Experience and Qualifications

Each Proponent should provide the following in its proposal:

- (a) a brief description of the Proponent;
- (b) a description of its knowledge, skills and experience relevant to the deliverables;
- (c) the roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise; and
- (d) Clearly identify all services included in this proposal along with any optional, excluded services, or those services assumed to be provided by others.

(ii) Project Approach – Understanding of Project & Deliverables

- (a) Proponents should clearly demonstrate their understanding of the project requirements as outlined in the RFP in the proposal;
- (b) Proponents should address the identified options through an organized work plan that highlights your methodology and discusses how each option will be reviewed and addressed;
- (c) Proponents should state their intent to and rationale for conducting a site visit or conducting the project solely as a desk-top exercise; and
- (d) Proponents should submit a draft project schedule showing the key deliverables, milestone dates, key resources, and timelines for completing the project.

5.5. WorkSafe BC

The successful Proponent will be required to show proof of WorkSafeBC's coverage confirming that the Proponent is active, in good standing, and has met WorkSafeBC's criteria for advance clearance.

5.6. Insurance

The successful Proponent shall, at all times, during the currency of this Project and any extension or renewal thereof, at its own expense, obtain and provide the Regional District with evidence of:

- (i) Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than Two Million (\$2,000,000) per occurrence. Such policy shall name the Regional District as an additional insured with respect to the liability arising out of the operations of the named insured.
- (ii) Motor Vehicle Liability Insurance, for owned and/or operated vehicles by the Proponent in connection with the contract with third party legal liability in the amount of not less than Two Million (\$2,000,000) per occurrence.
- (iii) Professional Liability Insurance with a minimum per claim limit of not less than One Million (\$1,000,000), and a minimum annual aggregate of not less than Two Million (\$2,000,000).

6. EVALUATION OF PROPOSALS

Proposals will not be opened in public. Proposals will be evaluated in private; the Contract for Services will not be awarded at the time of opening.

This section details the mandatory and desirable criteria against which Proposals will be evaluated. Proponents should ensure that they fully respond to all criteria to receive full consideration during evaluation.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- modify the terms of the RFP at any time prior to the Closing Time,
- request clarifications from a Proponent with respect to its Proposal,
- be under no obligation to receive further information from any Proponent,
- be no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal,
- waive any minor irregularity or insufficiency in any Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or consultants for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- select a Proposal with a higher price if it offers greater value,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.
- at any time, to reject any or all Proposals; and
- 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.

6.1. Mandatory Criteria

Proposals must clearly demonstrate that they meet the following mandatory criteria:

- The proposal must be received at the location specified in section 2.1 before the Closing Time;
- The proposal must be in English;
- One electronic consolidated copy in PDF format via email must be submitted or, if submitting by hardcopy, please enclose two (2) copies, per specifications in section 2.1; and
- The Proposal must include all completed Proposal Forms (with attachments as required).

6.2. Evaluation Process

The Regional District will conduct the evaluation of proposals in the following order:

1. Review of mandatory submission requirements.
2. Evaluation of proposals based on the non-price rated criteria as set out in Rated Criteria table below.
3. Price evaluation to score proposals according to the price evaluation method set out in Pricing (Appendix B).

4. Ranking to determine total scores. The top-ranked Proponent will be invited to enter into contract negotiations to finalize the agreement with the Regional District.

RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Points	Weighting	Maximum Points
i. Experience and Qualifications	/ 10	2	20
ii. Project Approach – Understanding of Project and Deliverables	/ 10	2.5	25
iii. References	/ 10	1	10
*Minimum Threshold			36 / 55
Pricing (See Appendix for details)	/ 45	N/A	45
Total	/ 100		100

*Proponents who do not meet the **minimum threshold** will not proceed to the pricing evaluation stage of the process.

Points will be assigned for each criterion based on the information provided in the RFP. Scoring shall be awarded on a scale of 0 to 10, where the range is defined as follows:

RATING DESCRIPTION

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Regional District's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the Regional District's needs.
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are critical.
3		Poor to Very Poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1		Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

Notwithstanding any other provision of this RFP, if the Regional District is not satisfied that a Proposal adequately addresses, in whole or in part, one or more of the items listed above, the Proposal may be rejected.

Notwithstanding the fact that there is a scoring system for the criteria items noted above, it is recognized that these parameters are qualitative in nature and subject to interpretation. However, it cannot be stressed enough that the Regional District will utilize the information provided under these headings to satisfy themselves to what extent any/all of the Proposals meet/exceed the necessary requirements to undertake the Work.

If negotiations with the preferred Proponent are unsuccessful, the next highest rated Proponent would be deemed to be the preferred Proponent and negotiations would be commenced with him/her.

APPENDIX A – SUBMISSION FORM

1. Proponent Information

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

2. Acknowledgment of Non-Binding Procurement Process

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

3. Ability to Provide Deliverables

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

4. Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix B) in particular. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work.

5. Addenda

The Proponent is deemed to have read and considered all addenda issued by the Regional District prior to the Deadline for Issuing Addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

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

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.10 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Proposal; **AND** (b) were employees of the Regional District within twelve (12) months prior to the Submission Deadline.

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

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

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

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

8. Disclosure of Information

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

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

(a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals.

(b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.

(c) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 45 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each Proponent will receive a percentage of the total possible points allocated to price for the category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Pricing Table						
Task Name	Staff & Hourly Fee	Staff & Hourly Fee	Staff & Hourly Fee	Total Time	Time Costs	Task Total
Project management	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Scope options, incl. description, costs, risks, benefits, etc.	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Review feasibility of each option, develop ranking matrix	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Recommend option and present findings in final report	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Other	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Subtotal Hours	(hrs)	(hrs)	(hrs)	(hrs)		
Total Fees	-	-	-	-	-	\$
Disbursements	-	-	-	-	-	\$
Travel expenses	-	-	-	-	-	\$
Total Disbursements	-	-	-	-	-	\$
					Total	\$
					GST 5%	\$
					Total	\$

