



Sunshine Coast Regional District

Request for Proposal

Number: 2322203

for

Emergency Management Bylaw Review

Issue Date:

October 24th, 2023

Closing Date of:

November 24th, 2023, at 3:00 PM local time

OPTIONAL/MANDATORY SITE MEETING: A mandatory site meeting will be NOT held

CONTACT: All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be submitted by email and directed, in writing, to submissions@scrd.ca, who will respond if time permits with a Q&A on BC Bid by August 21, 2023. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email should be submitted to submissions@scrd.ca in accordance with the instructions at Section 1.3 of the General Terms and Conditions of this RFP.

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

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

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

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

PROPONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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1. GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

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

“**BC Bid**” means the BC Bid website located at www.bcbid.ca;

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

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

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

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

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

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

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

“**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; and

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

“**SCRD**”, “**Regional District**”, “**Organization**”, “**we**”, “**us**”, and “**our**” mean Sunshine Coast Regional District.

1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

1.3 SUBMISSION OF PROPOSAL

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
 - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

- (ii) The Regional District limits the maximum size of any single email message to 20MB or less.
 - (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
 - (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
 - (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
 - d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
 - e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
 - f) 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 Electronic Mail System or BC Bid.

g) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:

- (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
- (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

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

1.4 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V7Z 0A8

purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on 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.

1.6 WITHDRAWAL OR REVISIONS

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

1.8 CONFLICT OF INTEREST/NO LOBBYING

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

1.9 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 on substantially the same terms and Conditions set out in <https://www.scrd.ca/bid/> and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not

only on the total cost of services, but Proposals that addresses the environment and social factors.

1.11 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

1.12 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

1.13 IRREVOCABLE OFFER

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.15 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

1.19 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

1.20 EVALUATIONS

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

1.21 ACCEPTANCE OF TERMS

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

1.22 MANDATORY REQUIREMENTS

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

1.23 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) Error & Omissions Insurance – not less than \$2,000,000 per occurrence
- (d) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

1.24 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

1.25 CONFLICT OF INTEREST

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

1.26 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an accurate representation of information in these bid documents, the information contained 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.

1.27 TRADE AGREEMENTS

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

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

1.28 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

1.29 REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

1.30 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.31 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 Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

1.32 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

1.33 DEBRIEFING

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

2. INTRODUCTION

2.1 Purpose

The SCRD is seeking professional services to review three (3) related SCRD bylaws which form the foundation of the Sunshine Coast Emergency Program (SCEP), as well as reviewing three related bylaws from our partner Local Authorities to ensure compliance with relevant Provincial and Federal Acts and Regulations and to maximize effectiveness and efficiency.

3. SITUATION/OVERVIEW

3.1 Background

In 2018, a service review was conducted of the Sunshine Coast Emergency Program. One (1) focus of the review was to consider the statutory and regulatory requirements underpinning the SCEP. The review concluded that the existing bylaw structure needs to be reviewed and updated.

The SCRD has three relevant bylaws:

1. SCRD Bylaw No. 564, which establishes the Emergency Program and Emergency Measures Organization;
2. SCRD Bylaw No. 565, which sets out the process for declaring emergencies in the unincorporated areas of the SCRD; and
3. The original service establishment bylaw, SCRD Bylaw No. 1041.

Bylaws from member municipalities are:

1. Sechelt: District of Sechelt State of Local Emergency Bylaw No. 319, 2005
2. sNGD: Sechelt Indian Government District State of Local Emergency Bylaw (Sunshine Coast) Law No. 2007-01; and
3. Gibsons: Town of Gibsons State of Local Emergency Bylaw No. 1030, 2006

The member municipalities' bylaws largely align with SCRD Bylaw No. 565 and deal with the process for those local authorities to declare emergencies.

Over time, some of the processes described in the various bylaws have changed, or terms used have become inconsistent.

The 2018 review provided the following recommendations:

The SCRD should, in consultation with the three (3) other Local Authorities, review and update each of its relevant bylaws: SCRD Bylaw No. 1041, SCRD Bylaw No. 564, and SCRD Bylaw No. 565. While there are a number of areas where inconsistent terms are used that should be corrected, the most critical updates relate to the following:

- (a) The role of the Emergency Executive Committee (EEC): If that committee is to be retained, it needs to be reactivated. Alternatively, whatever new process is agreed for managing the responsibilities set out in section 5 of SCRD Bylaw No. 564 needs to set out in the updated bylaw; and
- (b) The process by which the Plan is updated, and changes approved needs to be explicitly set out. We also would recommend that the frequency of formal reviews of the Plan be set out in either the bylaw or in Board policy.

3.2 Project Objectives

To recommend specific updates the relevant bylaws from the SCRD, Town of Gibsons, sNGD and District of Sechelt to align to current best practices and the needs of the SCEP and meet the regulatory requirements of relevant Provincial and Federal Acts and Regulations.

3.3 Scope

The comprehensive review and update will require review and updating of the following bylaws:

SCRD Bylaws

Sunshine Coast Regional District Emergency Measures Plan and Administration Bylaw No. 564, 2005 (as amended) (“SCRD Bylaw No. 564”).

Sunshine Coast Regional District Local Emergency Bylaw No. 565, 2005 (“Bylaw No. 565”).

Sunshine Coast Regional District Emergency Measures Service Establishing Bylaw No. 1041, 2001 (as amended).

District of Sechelt Bylaw

District of Sechelt State of Local Emergency Bylaw No. 319, 2005 (“Sechelt Bylaw No. 319”).

sNGD Bylaw

Sechelt Indian Government District State of Local Emergency Bylaw (Sunshine Coast) Law No. 2007-01 (the “sNGD Bylaw”)

Town of Gibsons Bylaw

Town of Gibsons State of Local Emergency Bylaw No. 1030, 2006 (“Gibsons Bylaw No. 1030”)

Budget for this project is \$20,000

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement. The terms and conditions found The General Contract terms can be found at: <https://www.scrd.ca/bid/> and are to form the basis for commencing negotiations between the Regional District and the selected proponent.

4.2 Service Requirements

The Review will include, but not be limited to:

1. Modifying areas of the bylaws where inconsistent terms are used.
2. The continuance or dissolution of the Emergency Executive Committee, and defining the role for such a committee or a recommended alternative.
3. Ensuring that all six (6) of the bylaws are congruent with one another.
4. Ensuring that all six (6) bylaws are congruent with current provincial and federal legislation.
5. Clarifying the process by which the Emergency Plan is reviewed and updated.
6. Examining and preparing recommendations on how to integrate the Sechelt and Pender Harbour Fire Improvement Districts into the Emergency Management Organization.
7. Ensuring that the bylaws reflect current best practice.

8. Ensuring the bylaws of the Town of Gibsons, District of Sechelt and sNGD do not contradict the SCRD's authority.

4.3 Project Deliverables

The following is the list of the required deliverables for the project:

- Attending a project kick-off meeting (in-person or virtual/remote).
- An initial written overall assessment of each of the existing bylaws, with specific comments regarding the Emergency Executive Committee.
- Submission of an electronic version (MSWord) of each of the six amended draft bylaws with tracked changes (if appropriate, or a side-by-side comparison) for review by local government staff.
- A PowerPoint Executive Summary presentation of the changes to be presented by the consultant to local government staff (all jurisdictions) to allow for feedback.
- One (1) set of revisions to PowerPoint and draft bylaws.
- Two (2) digital copies (one in MSWord and one PDF) of the final version of each bylaw will be provided.

4.4 Related Documents

Reference materials are attached to this document as Appendices:

- [Appendix A - Emergency Measures Service Establishing Bylaw No. 1041](#)
- [Appendix B - Emergency Measures Plan and Administration Bylaw No. 564](#)
- [Appendix C - Local Emergency Bylaw No. 565](#)
- [Appendix D - Sunshine Coast Regional District Staff Report and Emergency Plan Review](#)
- Appendix E - District of Sechelt State of Local Emergency Bylaw No. 319
- Appendix F – Sechelt Indian Government District Declaration of Local Emergency Bylaw No. 2007-01
- Appendix G - Town of Gibsons State of Local Emergency Bylaw No. 1030

5. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP. This section includes "Response Guidelines" which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District's expectations.

Please address each of the following items in your proposal in the order presented. **Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.**

5.1 Capabilities

The Proponent is to provide a summary of the relative experience and education of each of the personnel who will be contributing to this project, preferably in the fields of Emergency Management, Legal and Legislative Services, or Local Government.

5.1.1 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should provide at least three (3) bylaws with a similar scope and complexity that they have reviewed, rewritten, or updated.

5.1.2 References

Proponents need to provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

5.2 Sustainable Social Procurement

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
 - promoting a Living Wage
 - Using fair employment practices;
 - Increase training and apprenticeship opportunities;
- a) Local expertise knowledge by:
 - a) Being locally owned;
 - b) Utilization of local subcontractors;
- b) Environmental Cost of Ownership;
- c) Energy efficient products;
- d) Minimal or environmental friendly use of packing materials; and
- e) Reducing hazardous materials (toxics and ozone depleting substances).

5.3 Approach

Provide an overview of the project to confirm an understanding of the project objectives. Clearly define and describe the approach, and how it would meet the tasks outlined in Section 3.3 of this RFP. This includes the approach and methodology for collaborating with key governing partners, seeking input from key stakeholders and the broader community.

The Proponent will provide a detailed project work plan and schedule that outlines when each phase of the work will be completed to demonstrate that the project can be completed on time.

5.4 Price

Proponents need to submit a fee proposal that sets out an all-inclusive cost for all the projects; the proposal should include a breakdown of the fix prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

5.5 Added Value

Describe any additional project deliverables that the proponent is willing to provide at no additional cost.

6. PROPOSAL FORMAT

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

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

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name).
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

7. EVALUATION

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

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

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

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

7.1 Mandatory Criteria

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

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be

Mandatory Criteria

submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP

7.2 Weighted Criteria

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

Weighted Criteria	Weight (%)
Capabilities	20
Experience	30
Approach	20
Sustainable Social Procurement	5
Added value	5
Price	20
TOTAL	100

7.3 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal* total points available for price.