



REQUEST FOR PROPOSALS

RFP-FIN-2021-02

**ASSET RETIREMENT OBLIGATION (ARO) STANDARD
– IMPLEMENTATION**

RFP ISSUE DATE:	December 22, 2021
RFP CLOSING DATE:	January 28, 2022
RFP CLOSING TIME:	14:00 PST

Contents

REQUEST FOR PROPOSALS

1.	INTRODUCTION	3
1.1.	Invitation to Proponents	3
1.2.	District of Lillooet	3
1.3.	Background	3
1.4.	Definitions.....	3
2.	DELIVERABLES	4
2.1.	Description of Deliverables	4
2.2.	Term of Engagement	5
2.3.	Budget.....	5
2.4.	Innovation and Value-Added Services	5
2.5.	Supplier Requirements.....	5
3.	RFP PROCESS	6
3.1.	Schedule of Events	6
3.2.	Site Meeting Details	6
3.3.	Enquiries	6
3.4.	Proponents to Review RFP	6
3.5.	All New Information by way of Addenda	7
3.6.	Conflict of Interest	7
3.7.	Qualifications.....	7
3.8.	Submission of Proposals.....	7
3.9.	Amendment or Withdrawal of a Proposal	7
3.10.	Remedy Period.....	7
3.11.	Clarification and Verification.....	8
4.	EVALUATION OF PROPOSALS AND AWARD OF AGREEMENT	8
4.1.	Stage I – Compliance Review	8
4.2.	Stage II – Evaluation of Rated Criteria.....	9
4.3.	Stage III – Evaluation of Pricing	9
4.4.	Stage IV – Cumulative Score and Selection of Highest Scoring Proponent.....	9
4.5.	Stage V – Interviews / Presentations	10
4.6.	Negotiations and Execution of an Agreement.....	10
5.	TERMS AND CONDITIONS OF RFP PROCESS	11
5.1.	Not a Tender Call	11
5.2.	No Obligation to Proceed	11

5.3.	Limitation of Liability	11
5.4.	Procedural Rights of the District.....	11
5.5.	Pricing	12
5.6.	Disqualification	12
5.7.	Best and Final Offer	13
5.8.	Proposals in English.....	13
5.9.	Only One Entity as Proponent.....	13
5.10.	Proposals to Contain All Content in Prescribed Forms.....	13
5.11.	Information in RFP Only an Estimate.....	13
5.12.	Proponent Expenses	13
5.13.	Retention of Proposals.....	14
5.14.	Notification and Feedback to Unsuccessful Proponents	14
5.15.	Proponent Not to Communicate with Media	14
5.16.	Procurement Protest Procedure.....	14
5.17.	Conflict of Interest	14
5.18.	No Lobbying	14
5.19.	Illegal or Unethical Conduct	14
5.20.	Confidentiality of District Information.....	15
5.21.	Confidentiality of Proponent Information.....	15
5.22.	No Contract A and No Claims	15
5.23.	Governing Law and Trade Agreements	15
	APPENDIX A – FORM OF AGREEMENT	16
	APPENDIX B – SUBMISSION FORM	32
	APPENDIX C – PRICING FORM.....	34
	APPENDIX D – RATED CRITERIA FORM.....	35

1. INTRODUCTION

1.1. Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by the District of Lillooet (the “District”) to prospective Proponents to submit non-binding Proposals for the provision of project management services to complete the implementation and transition of the District’s Asset Retirement Obligations (“ARO”) Implementation (the “Project”) as further described in Section 2 – Deliverables (the “Deliverables”).

1.2. District of Lillooet

Located in the northern Fraser Canyon within the Squamish-Lillooet Regional District, the District is a municipality of approximately 2,300 residents. Lillooet is situated in a beautiful valley surrounded by forest, valleys, mountains, lakes, and rivers and is a paradise for any outdoor enthusiast. Further details on the District can be found on our website at www.lillooet.ca

1.3. Background

In August 2018, the Public Sector Accounting Board (“PSAB”) issued the new PS 3280 Asset Retirement Obligations (“ARO”) to establish an accounting standard for public entities that addresses the accounting and reporting of legal obligations associated with the retirement of tangible capital assets. The new standard is effective for annual financial statements relating to fiscal years beginning on or after April 1, 2022.

The new PS 3280 provides new requirements for the accounting of AROs and applies to AROs associated with tangible capital assets controlled by the public sector entity regardless of whether they are in productive use or no longer in productive use.

Items identified in preliminary review of the District’s current tangible capital asset listing that will require ARO review and the development of related documentation in the scoping phase include, but are not limited to, the following:

- Buildings of varied ages (potential asbestos implications);
- Review of Statutory Right-of Way Agreements;
- Wastewater Treatment Plant and Pump Stations;
- Wells;
- Underground pipes;
- Streetlights (disposal and PCB compliance).

The District’s Financial Statements are available online within the Finance department on the District’s website via <http://lillooet.ca/Municipal-Government/Municipal-Departments/Finance.aspx>

1.4. Definitions

In this Request for Proposals, in addition to any words defined above,

“**Addendum**” and “**Addenda**” mean additional information or amendments to this RFP, issued by the District.

“**Agreement**” means the written agreement between the District of Lillooet and the successful Proponent resulting from this RFP.

“**Closing Date and Time**” means the date and time that Proposals to this RFP must be received.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) In relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the 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 open and competitive RFP process or render that process non-competitive or unfair; or
- b) In relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Contact Person” means the person named in Section 3.3 – Enquiries.

“Deliverables” means the goods and/or services that the District seeks to be provided by the Supplier, as further defined in Section 2 – Deliverables.

“Evaluation Committee” means the team of qualified staff appointed by the District to review and assess Proposals.

“Must”, “Mandatory”, or “Required” means a requirement that must be met in order for a Proposal to receive consideration.

“Proponent” means a person or entity that submits a Proposal to this RFP.

“Proposal” means a response submitted to this RFP.

“Request for Proposal” or “RFP” means this Request for Proposals and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before the Closing Date and Time.

“Section” means the numbered section of the referenced part of this RFP.

“Supplier” means the successful Proponent, the individual firm, co-partnership, or corporation retained by the District to perform the Deliverables in accordance with the Agreement.

2. DELIVERABLES

2.1. Description of Deliverables

The objective of this Project is to implement the new accounting standard Section PS 3280 for Asset Retirement Obligations (ARO) into the District’s annual audited financial statements.

Scope of Work:

The scope of work and Deliverables to be provided by the successful Proponent include but are not limited to the following:

Framework:

Develop an implementation strategy for the adoption and integration of the new accounting standard.
Develop policy and procedures for the adoption of the new ARO accounting standard.

Identification:

Identify all applicable regulations and/or legal requirements; and
Identify assets that are within the scope of the new standard.

Recognition and Measurement:

Recommend the transition method for adoption of the new standard;
Form assumptions to be applied to measurement of the retirement obligation including whether a discount rate will be used; and
Calculate asset retirement obligation costs for in-scope assets, including separation of legally required costs from other optional costs.

Reporting and Presentation:

Assist the District with incorporating the required reporting into December 31, 2022 financial statements, including restatement of 2021 comparative figures; and
Recommend roles and responsibilities for subsequent measurement and reporting.

2.2. Term of Engagement

The successful Proponent should be prepared to commence work immediately after the Agreement is awarded and shall complete the work by March 31, 2023.

The District reserves the right to engage the successful Proponent for additional services related to the ARO standard for a period of up to one (1) year after the term completion date noted above.

Proponents are to provide a customized rate sheet as per Appendix C – Pricing Form. Additional services, if any, will utilize the rates within the rate sheet.

2.3. Budget

The District is not disclosing a budget for the Deliverables as part of this RFP process. Proponents should provide their required remuneration as part of their Proposal.

2.4. Innovation and Value-Added Services

Given the District's objectives and the Proponent's best practices experience, the Proponent may have additional project offerings that will ensure the overall short and long-term success of the District's project as defined in this RFP.

The Proponent may include ideas beyond the scope of the RFP that provide added benefit to the District not specifically asked for in this RFP and that the Proponent is prepared to supply and provide as part of the Agreement. Unless otherwise stated, it is understood that there will be no extra costs for these items; however, if the Proponent identifies any additional costs pertaining hereto, the summary and explanation of the value-added costs should be included and identified in the Fee Schedule.

2.5. Supplier Requirements

The Supplier shall provide the District with proof of the following prior to beginning work on this Project:

- A Business Licence that allows the Supplier to perform work in Lillooet (either a Lillooet Business License or an Inter-Community Business License from another participating Thompson Nicola municipality).
- WorkSafe BC Clearance Letter addressed to the District of Lillooet indicating that the account is active and in good standing.
- Commercial General Liability Insurance coverage in the amount of \$5,000,000 as per the requirements detailed in Appendix A – Form of Agreement.
- Automobile Liability Insurance coverage in the amount of \$5,000,000 as per the requirements detailed in Appendix A – Form of Agreement.
- Professional Errors and Omissions Insurance coverage in the amount of \$5,000,000 as per the requirements detailed in Appendix A – Form of Agreement.

For clarity, a Proponent is not required to be in possession of all of the above at the time of submitting a Proposal, but if they are the successful Proponent and invited to enter into an Agreement, they must be prepared to obtain the above and provide proof to the District.

3. RFP PROCESS

3.1. Schedule of Events

Event:	Date:
Issue Date of this RFP	December 22, 2021
Deadline for Questions	January 10, 2022
Anticipated Last Day to issue Addenda	January 14, 2022
RFP Closing Date and Time	January 28, 2022 at 14:00 PST
Anticipated Notice of Award	Week of February 14, 2022

The above dates are subject to change at the discretion of the District.

3.2. Site Meeting Details

No site meeting will be held for this RFP. Proponents should submit any questions they may have in accordance with Section 3.3.

3.3. Enquiries

The point of contact at the District of Lillooet for any queries or questions related to this RFP (RFP Contact Person) is:

Attention: Joni L'Heureux, Chief Financial Officer
 Email: cfo@lillooet.ca
 Address: 615 Main Street
 PO Box 610
 Lillooet, BC
 V0K 1V0

Proponents should contact the RFP Contact Person with any questions, in writing, by email only, prior to the Deadline for Questions noted in Section 3.1 – RFP Schedule. This will allow the District, at its discretion, to issue addendum prior to the Anticipated Last Date to Issue Addenda. Questions received after the Deadline for Questions will be addressed if time permits.

Verbal discussion between District staff and a Proponent shall not become part of the RFP unless confirmed by a written Addendum. The District shall not be held responsible for any misunderstanding by the Proponent.

3.4. Proponents to Review RFP

Proponents shall carefully review the RFP documents immediately upon receipt of the RFP and report any errors, omissions, or ambiguities, and ask any questions that will further their understanding of the request. The Proponent is solely responsible to seek clarification from the District on any matter it considers to be unclear and Proponents are to rely on their own independent analysis in preparing a submission.

It is the Proponent's responsibility to determine if, as part of their evaluation of this assignment and the preparation of their Proposal, they need to request access to any information included in this RFP. If there are any services that are not included in the Deliverables, but which the Proponent deems necessary to successfully complete this assignment, the Proponent should advise the RFP Contract Person.

3.5. All New Information by way of Addenda

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the District may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (i.e., on the District of Lillooet website at www.lillooet.ca and BC Bid).

Each Addendum will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. If the District deems it necessary to issue an Addendum after the Anticipated Last Day to Issue Addenda, as detailed in Section 3.1, then the District may extend the Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proponents must confirm receipt of all Addenda on Appendix B – Submission Form, to be submitted as part of their Proposal.

3.6. Conflict of Interest

The proponent shall not engage in any Conflict of Interest communications. Proponents should note that Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFP.

3.7. Qualifications

By submitting a Proposal, the Proponent is representing that it has the competence, qualifications, and relevant experience to carry out the work and will employ the same experienced staff to efficiently and safely perform the Deliverables.

3.8. Submission of Proposals

Proponents will submit their Proposal to this RFP either by mailing or emailing a digital copy of their proposal to the RFP Contact Person as detailed in Section 3.3 – Enquiries. The District shall not be responsible for incomplete or misdirected Proposals due to electronic technical or other problem arising out of the Proponents submission.

Proposals submitted in any other manner will not be accepted.

Proposals must be received no later than the RFP Closing Date and Time detailed in Section 3.1. It is solely the responsibility for the Proponent to ensure that the Proposal is received on time.

3.9. Amendment or Withdrawal of a Proposal

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time by sending their amended Proposal to the RFP Contact Person via the methods outlined in Section 3.8 above. Amended Proposals must be clearly identified as amendments.

A Proponent may withdraw a Proposal that is already submitted at any time up until the RFP Closing Date and Time by contacting the RFP Contact Person via the methods outlined in Section 3.8 above.

3.10. Remedy Period

Notwithstanding the requirements for mandatory criteria and scored criteria, the District may, in its sole discretion, provide written notification to a Proponent that identifies any of the mandatory or recommended requirements not met and provides the Proponent with five (5) calendar days to remedy and supply the requirements. This option to remedy missing requirements shall be exercised at the absolute discretion of the District and does not apply to Proposals received after the Closing Date and Time.

3.11. Clarification and Verification

At any point in the evaluation process, the District may, at its sole option, request further details or clarification from the Proponent and/or third parties on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the District may use this information to reassess and/or re-score the Proposal according to the scored criteria.

Proponents should note that the District, in addition to any other remedies it may have at law or in equity, reserves the right to rescind any contract awarded to a Proponent in the event that the District determines that the Proponent made a misrepresentation or provided any inaccurate, misleading, or incomplete information in its proposal or during contract negotiations.

4. EVALUATION OF PROPOSALS AND AWARD OF AGREEMENT

The District will conduct the evaluation of Proposals and selection of a successful Proponent in accordance with the process detailed in this Section. Evaluation of Proposals will be by a Proposal Evaluation Committee. The District's intent is to enter into an Agreement with the Proponent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

4.1. Stage I – Compliance Review

Prior to the evaluation of Proposals, the District will review each Proposal to determine if it complies with the submission instructions and mandatory requirements provided in this RFP. If, in the sole discretion of the District, a Proposal does not materially comply with the requirements set out in this RFP and/or the District determines that there is a material or perceived conflict of interest, the Proposal will be disqualified from further consideration.

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

Mandatory Criteria:	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 3.1 – Schedule of Events
2	The Proposal must be submitted in accordance with the requirements of Section 3.8 – Submission of Proposals
3	The Proposal must include the following completed forms: Appendix B – Submission Form Appendix C – Pricing Form
4	The Proposal must include the information requested on the following forms either on the forms or in a format of their choice: Appendix D – Rated Criteria Form

4.2. Stage II – Evaluation of Rated Criteria

Proposals that are deemed compliant after Stage I will be evaluated in Stage II. The evaluation team will establish the Stage II score using the following criteria. Rated criteria are set out in Appendix D – Rated Criteria Form.

Scored Criteria	Weighting (Points)
Approach and Methodology	45
Proposed Team, Experience and Qualifications	25
Innovation and Value-Added Services	5
Total	75

Threshold: A minimum score of forty (40) points must be obtained in this Stage for a Proponent to move to Stage III.

Any Proposal not meeting a threshold score will not be given further consideration.

Scoring Methodology

Each criterion will be scored by the evaluation committee as a percentage out of 100, which will then be multiplied by the weighting to provide a weighted score.

4.3. Stage III – Evaluation of Pricing

At the conclusion of Stage II, any proposals that have met the minimum scores and minimum overall threshold requirement will advance to Stage III – Pricing Evaluation.

Scored Criteria	Weighting (Points)
Pricing	25

Scoring Methodology

Each Proponent will receive a percentage of the total possible points allocated to price by dividing that Proponent's price into the lowest bid price. For example, if the lowest bid price is \$60,000, that Proponent receives 100% of the possible points for that category ($60,000/60,000 = 100\%$), a Proponent who bids \$75,000 receives 80% of the possible points for that category ($60,000/75,000 = 80\%$) and a Proponent who bids \$120,000 receives 50% of the possible points for that category ($60,000/120,000 = 50\%$).

4.4. Stage IV – Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, each Proposal's weighted scores will be added together, and Proposals will be ranked according to their total weighted scores. Subject to the express and implied rights of the District, the highest scoring Proponent will be selected to enter into an agreement based on the Form of Agreement attached as Appendix A of this RFP unless the District wishes to proceed with Interviews as per Section 4.5 below. In the event that two or more Proposals have an equal total weighted score, Proponents may be invited for interviews/presentations or may be asked to submit a Best and Final Offer; otherwise, the Proponent with the lowest total price will be invited to enter into an Agreement with the District.

Stage IV – Cumulative Scores	Weighting (Points)
Stage II – Rated Criteria	75
Stage III – Pricing	25
Total Points	100

4.5. Stage V – Interviews / Presentations

The District, at its sole discretion, or in the event of a tied score between Proponents, may shortlist the Proponents and may invite one or more Proponents to an interview in order to further evaluate the Proposal(s).

Any interview that takes place will be evaluated out of an additional 25 points for a revised total available proposal score of 125 points. The District reserves the right, at its sole discretion, to adjust the initial evaluation scores up or down following the interview.

4.6. Negotiations and Execution of an Agreement

Neither the District nor any Proponent will be legally bound to provide or purchase the Deliverables until the execution of a written Agreement.

The District will invite the top ranked Proponent to enter into discussions with a view to concluding an Agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the District and the selected Proponent. In no event will the District be required to offer any modified terms to any other Proponent prior to entering into an agreement with a Proponent and the District shall incur no liability to any other Proponent as a result of such negotiation or modifications. No Proponent shall have any rights against the District arising from such negotiations.

It is the intent of the District to ensure it has the flexibility it needs to arrive at a mutually acceptable Agreement. Negotiations may include, among other things:

- Clarifications or amendments to the scope of goods/services, plus any resulting price adjustments.
- Social and environmental aspects.
- Innovations.
- Amendments to the terms and conditions of the Form of Agreement (included as Appendix A), based on items submitted in the Proposal.

Proposals should remain valid for a period of sixty (60) days following the Closing Date and Time of this RFP.

The District would seek to execute an Agreement within 15 days of issuing an invitation to the Proponent to conclude an Agreement. If the District and the preferred Proponent cannot negotiate a successful Agreement within this time-period, the District may terminate negotiations with that Proponent and invite the next-highest-ranked Proponent to conclude an Agreement. The District may then continue this process until an Agreement is executed, or there are no further Proponents, or the District otherwise elects to cancel the RFP process entirely. For clarity, the District may discontinue discussions with a Proponent if at any time the District is of the view that it will not be able to conclude an Agreement with that Proponent.

The District may rescind an award if the Proponent is unable to provide the adequate business and insurance documents, as requested under Section 2.5 – Supplier Requirements.

5. TERMS AND CONDITIONS OF RFP PROCESS

5.1. Not a Tender Call

This RFP is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract made by the District.

By this RFP, the District reserves itself the absolute and unfettered discretion to invite Proposals, consider and analyze submissions, select short-listed Proponents, or attempt to negotiate an Agreement with the successful Proponent as the District considers desirable. Proposal submission by a Proponent and its subsequent receipt by the District does not represent a commitment on the part of the District to proceed further with any Proponent or project.

5.2. No Obligation to Proceed

Though the District fully intends, at this time, to proceed through the RFP, the District is under no obligation to award an Agreement as a result of this RFP. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models, or other materials communicated or exhibited by any intended Proponent or on its behalf) shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees, or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in an Agreement with the District.

5.3. Limitation of Liability

No representation, warranty or undertaking, expressed or implied, is or will be made by, and no responsibility is or will be accepted by, the District in relation to this RFP or the completeness or accuracy of any information presented in the RFP.

5.4. Procedural Rights of the District

The District has the right, at its sole discretion, at any time, either before or after the Closing Date and Time, to:

- a) accept, reject, or disqualify any Proposal;
- b) determine whether a Proposal is in compliance with the RFP or whether a failure to comply is material or not;
- c) if only one Proposal is received, elect to accept it, reject it, and/or re-issue the RFP documents for re-bid without revising the existing RFP documents;
- d) alter or amend any aspect of the RFP;
- e) seek clarification or request further information or documentation from any or all Proponents, or from third parties;
- f) elect not to proceed with the RFP;
- g) cancel this RFP and subsequently call for new submissions for the subject matter of this RFP (including any portion thereof);
- h) select one or more than one Proponent for the performance of all or any part of the goods and/or services that are the subject matter of the RFP;
- i) decline to enter into an Agreement with any Proponent if the District is of the opinion that the Proponent submitted pricing that is too low to be sustainable and/or the successful provision of the Deliverables according to the RFP would be in jeopardy; and,
- j) cancel its decision to enter into an agreement with any Proponent in the event of any material change with the respect to the Proponent's Proposal that has not been approved by the District;

in each case without any liability for costs, expenses or damages incurred or suffered by any Proponent or entity.

5.5. Pricing

Proponents shall deduct any applicable government discounts and quote firm net prices. All prices quoted shall be in Canadian funds, F.O.B. destination, freight and duty prepaid. The Supplier will pay for the full cost of any and all transportation of the goods from point of origin in any country to the specified District location, including, but not limited to, inland haulage, any and all customs clearance fees, duties, taxes, documentation charges, demurrage if any, port handling charges and any unloading fees. Supplier pays and bears freight charges, and the Supplier owns goods in transit and files any claims. The material delivered in response to District orders shall remain the property of the Supplier until a full physical inspection is made by the District and the material accepted to the satisfaction of the District. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging.

Where applicable, Proponents shall give both unit prices and extended totals. The District reserves the right to correct a patent computational or other mathematical error evident on the face of the bid, however, unit prices will not be adjusted. In the case of a discrepancy in computing the amount of a proposal, the unit price will govern over extended totals.

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation and ranking of the Proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the District to enter into an agreement for the Deliverables.

The District may elect to evaluate pricing on the basis of the total cost of ownership. In using life cycle costing, factors such as the following may be considered: initial purchase pricing including shipping and handling, installation, training, warranties, duration of useful life and all reasonable operating costs (fuel/energy use, water use, routine maintenance, consumable supplies, parts and repairs), direct and indirect labour required, energy usage, environmental impact, social costs or benefits, disposal costs, transitional costs, residual value, etc. The District reserves the right to use those or other applicable criteria that, in its sole opinion, will most accurately estimate total cost of use and ownership.

5.6. Disqualification

The District may, at its sole discretion, disqualify a proposal or cancel its decision to award to any Proponent under this RFP process, at any time prior to or after the execution of an agreement, if:

- a) the Proponent or Proposal is not materially compliant with any part of this RFP;
- b) the Proponent fails to cooperate in any attempt by the District to verify any information provided by the Proponent in its Proposal;
- c) the Proposal, in the opinion of the District, contains false, misleading, or misrepresented information;
- d) the Proposal, in the opinion of the District, reveals a real, foreseeable, or perceivable conflict of interest;
- e) there is evidence that the Proponent, its employees, agents, suppliers, or representatives colluded with one or more other Proponents or any of its respective employees, agents, suppliers or representatives in the preparation or submission of Proposals;
- f) the Proponent has been responsible for significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the District or any other party;
- g) there is evidence professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- h) there is evidence that the Proponent was convicted of a criminal offence or other serious offences; or
- i) the Proponent has filed for bankruptcy.

5.7. Best and Final Offer

At its sole discretion, the District may provide Proponents with an opportunity to provide a Best and Final Offer ("BAFO"). The BAFO process represents an optional step in the Supplier selection process. BAFOs may be useful, for example, when no single response addresses all the specifications, when shortlisted proposals are over budget, when two or more Proponents are tied or nearly tied (e.g., 1% apart or less) after the evaluation process, or when Proponents submitted responses that are unclear or deficient in one or more areas.

The District may restrict the number of Proponents invited to submit a BAFO or may offer the option to all Proponents. In either case, the District will provide the same information and the same submission requirements to all Proponents chosen to submit a BAFO. Proponents may be asked to review their offers, provide additional clarification to specific sections of the RFP, or respond to an updated scope of Deliverables.

If a BAFO is requested, submitting a BAFO response is optional. Those choosing not to submit a BAFO should submit a written response notifying the District that their response remains as originally submitted.

A BAFO may be submitted only once and the terms of the BAFO will not identify either the current rank of any of the Proponents selected for a BAFO or the offers currently proposed.

5.8. Proposals in English

All Proposals are to be in the English language only.

5.9. Only One Entity as Proponent

The District will accept Proposals where more than one organization or individual is proposed to deliver the Deliverables, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Agreement if executed. The District will only enter into an Agreement with that one Proponent. Any other entity involved in delivering the Service should be listed as a subcontractor. The Proponent may include the subcontractor and its resources as part of the Proposal and the District will accept this, as presented in the Proposal, in order to perform the evaluation. All subcontractors to be used in the Service must be clearly identified in the Proposal.

5.10. Proposals to Contain All Content in Prescribed Forms

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The District may not consider any information that is not submitted within the Proposal or within the pre-prescribed forms set out in this RFP.

5.11. Information in RFP Only an Estimate

While the District has made every effort to ensure the accuracy of the information contained in this RFP, the District makes no representations, warranties, or guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Deliverables. Proponents must obtain all information they deem necessary, including verification of quantities or measurements, in order to prepare a Proposal.

5.12. Proponent Expenses

Proponents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Agreement, or any matter whatsoever, including any actual or alleged unfairness on the part of the District at any stage of the Request for Proposal process.

5.13. Retention of Proposals

All Proposals submitted to the District will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act*.

5.14. Notification and Feedback to Unsuccessful Proponents

At any time until or after the execution of a written Agreement with the Supplier, the District may notify unsuccessful Proponents in writing that they have not been selected to conclude an Agreement. Unsuccessful Proponents may then request a debriefing with the District's RFP Contact Person in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback should be made within 60 days of notification of the RFP results to the unsuccessful Proponent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Proponents and the District's commercial interest.

5.15. Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact Person.

5.16. Procurement Protest Procedure

If a Proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact Person in accordance with any applicable procurement protest mechanisms. The notice must provide a detailed explanation of the Proponent's concerns with the procurement process or its outcome.

5.17. Conflict of Interest

All Proponents must disclose an actual or potential conflict of interest, as set out in Appendix B – Submission Form. The District may, at its sole discretion, disqualify any Proponent from this RFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate an Agreement entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix B – Submission Form.

5.18. No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent(s).

5.19. Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the District; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

5.20. Confidentiality of District Information

Information pertaining to the District obtained by the Proponent as a result of participation in this RFP process is confidential and must not be disclosed without written authorization from the District.

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies, or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Supplier, if any, over the course of the Agreement.

5.21. Confidentiality of Proponent Information

Proponents should note that in accordance with the provisions of *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), certain details of this RFP and any executed Agreement may be made public, including the Supplier's name and total Agreement price. Proponents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

Proponents are advised that their Proposals or Agreement details may, as necessary, be disclosed on a confidential basis to advisers retained by the District to advise or assist with the RFP process or other matters.

5.22. No Contract A and No Claims

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Proponent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Proponent and the District are free to cancel their participation in this RFP process at any time up until the execution of a written Agreement for the Deliverables.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the District for any damage or other loss resulting from a Proponent's participation in this RFP, including where the District does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the District not execute an Agreement with the Proponent for any reason whatsoever.

5.23. Governing Law and Trade Agreements

This RFP is governed by the laws of the Province of British Columbia and any other agreements that exist between the Province of British Columbia and other jurisdictions.

APPENDIX A – FORM OF AGREEMENT

AGREEMENT

AGREEMENT NUMBER: AGR-2022-XX

OUR FILE: 2240-25

THIS AGREEMENT (the “**Agreement**”) is effective as of [insert date], 2022 (“**Effective Date**”),

BETWEEN: **DISTRICT OF LILLOOET,**
615 Main Street
PO Box 610
Lillooet, BC V0K 1V0

(herein referred to as the “**District**”)

AND: **[INSERT SUPPLIER NAME]**
[insert Supplier address]
[insert Supplier address]

(herein referred to as the “**Supplier**”)

WHEREAS the District wishes to retain the Supplier to provide goods and/or services to the District.

WHEREAS the Supplier has the requisite expertise, ability, and capacity to provide said goods and/or services to the District and wishes to provide same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Agreement Title

The project to which this Agreement pertains is the “**Asset Retirement Obligation (ARO) Standard - Implementation**”.

2. Definitions

In this Agreement, in addition to the words defined above,

“**Authority**” means any government authority, agency, body, or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement; and “**Authorities**” means all such authorities, agencies, bodies, and departments.

“**Claims**” means all liability, claims, demands, losses, costs, damages, related expenses (including legal, expert and consultant fees), actions, causes of action, suits, or other proceedings by whoever made, sustained, brought or prosecuted; including for breaches of confidentiality or privacy or for third party bodily injury (including death), personal injury, or property damage, whether related to the provision of the Deliverables or otherwise relating to the Contract.

“**Confidential Information**” means all information of the District that is of a confidential nature, including all confidential information in the custody or control of the District regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement.

“**Contract**” means this Contract, which is comprised of the following contract documents: (a) this Agreement, including any schedules attached at the time of execution, as may be amended, modified, or supplemented from time to time by an amendment issued pursuant to this Contract; (b) the RFP, including any addenda; and (c) the Supplier’s Proposal.

“Deliverables” means the services to be performed by the Supplier to complete the services as more particularly described in Schedule A – Deliverables hereto, which may only be amended as expressly provided for in the Contract.

“District Representative” means the Chief Financial Officer of the District or such other person as the District may appoint in writing.

“Fees” means the applicable price, in Canadian funds, as set out in Schedule B, to be charged for the applicable Deliverables, as set out in Schedule A, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes, excluding GST if applicable; (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

“Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates, and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Deliverables.

“Governmental Authority” means any federal, provincial, local, or other government or governmental agency, authority, board, bureau, or commission.

“Indemnified Parties” means the District, and its elected officials, officers, employees, and agents.

“Performance Management Process” means the process used by the District to evaluate and rate the performance of the Supplier and other suppliers.

“Person” if the context allows, includes any individuals, persons, body corporate, firms, partnerships, corporations or any other legal entity, or any combination thereof.

“Personnel” means any individuals identified by name in the Supplier’s Proposal and any individuals employed or otherwise engaged by the Supplier to perform the Deliverables with the prior consent of the District.

“Proposal” means the Supplier’s written proposal, dated Click or tap to enter a date., provided to the District in response to the RFP.

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Agreement or the Deliverables or any part of them.

“RFP” means the Request for Proposals RFP-FIN-2021-02- Asset Retirement Obligation (ARO) Standard - Implementation, issued by the District on December 22, 2021.

“Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards, and specifications (including Canadian Standards Association standards) applicable to the provision of the Deliverables, as they are in force from time to time or in the latest current version, as the case may be.

“Work” means any task or tasks to be undertaken by the Supplier to complete the Deliverables.

3. Performance of Services

- a. The Supplier shall provide the Deliverables in accordance with the terms of this Agreement.
- b. The Supplier shall diligently and carefully perform the Deliverables required hereunder in a manner consistent with prudent industry Standards.
- c. The Supplier shall furnish all skills, labour, supervision, materials, equipment and supplies necessary thereof and, if permitted to subcontract, shall be fully responsible for all work and services performed by subcontractors.
- d. The Supplier shall perform all Work in substantial compliance with Supplier's safety procedures and those of the District site safety procedures the Supplier has been instructed to follow and been provided copies of in writing prior reasonably in advance of provision of Work to that site, where the same do not conflict with applicable law.
- e. The Supplier shall interfere minimally with the District's operations or that of other suppliers.
- f. Upon completion of the work, the Supplier shall leave the work site clear of any tools, equipment, and rubbish.
- g. The Supplier shall not, without prior written authorization of the District, make any alterations or substitutions in the Work, or perform extra work. The Supplier is not entitled to any payment for unauthorized work.
- h. The Supplier shall comply with any orders from the Public Health Officer of the Government of British Columbia and any other orders from any other areas of government. The Supplier must ensure that employees and subcontractors do not visit the site if they are feeling sick or should otherwise be required to self-quarantine. The Supplier shall take measures to ensure physical distancing, as required, to reduce potential transmission of communicable diseases.
- i. The Supplier shall comply with all Requirements of Law during the performance of the Deliverables.

4. Changes to Contract by Written Amendment Only

The District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the Supplier is paid all eligible Fees for Work completed to the date of any proposed modification.

Where the District requests the Supplier to provide work that the Supplier considers is not included in the original scope of the Deliverables, the Supplier must notify the District that an amendment will be required.

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. The District shall not be required to pay for any work not included in the Deliverables unless the District approves an amendment.

Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Supplier's work program, the Supplier shall not seek compensation for said delays.

5. Order of Precedence

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFP and the Proposal; and (c) the RFP shall govern over the Proposal; and (d) any amendments to the Contract or amendments issued hereunder shall have the same order of precedence as the document they amend.

6. Term

This Agreement shall commence on the Effective Date and expire on completion of the Deliverables, which is to be no later than Click or tap to enter a date., unless the Agreement is terminated early in accordance with the provisions of the Agreement.

7. Supplier Personnel

The Supplier will perform the Deliverables using only the Personnel named in the Supplier's Proposal, unless otherwise approved in writing by the District Representative.

8. Subcontractors

If wishing to subcontract a portion of the Work, Supplier must be prepared to submit a list of potential subcontractors for approval by the District prior to the commencement of the Work. The District has the right, without any liability to the District, to reject any proposed subcontractor and to require the Supplier to substitute another subcontractor that is acceptable to the District. Subcontractors approved by the District shall not be changed without the written consent of the District.

The Supplier is responsible for supervising and coordinating all Deliverables delegated to its subcontractor(s) and for the proper execution of the Deliverables.

9. Warranty as to Work

The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Agreement; (b) applicable Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the District, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the District in a rectification notice. The Supplier shall be responsible to the District for the acts and omissions of the Supplier's Personnel.

The Supplier represents and warrants to the District that any warranties related to this Agreement that it will obtain or has obtained from the Supplier's Subcontractor(s) or any person shall pass through for the sole benefit of the District and its Personnel. The Supplier shall ensure that it shall take all actions as may be required by the District to enforce any such warranties for the sole benefit of the District and its representatives.

For a period of one (1) year, the Consultant will promptly correct any defective or non-conforming Work at no expense to the District.

This Section shall survive any termination or expiry of the Contract.

10. Remuneration and Reimbursement

The District shall pay the Supplier for the performance of the Deliverables in accordance with Schedule B – Fees.

11. Taxes

The Supplier is responsible for all taxes, tariffs, and duties applicable to labour, work and equipment and these taxes, tariffs, and duties shall be included in the Fees. Notwithstanding, GST and applicable PST shall be billed as a separate item.

12. Invoices and Payment

Not more than once each month, the Supplier may deliver an invoice to the District, in respect of the immediately preceding month, setting out a portion of the Fees claimed for work performed in that preceding month, in accordance with Schedule B. Each invoice should show:
the agreement title;

- a. purchase order and/or agreement number;
- b. a description of the services provided;
- c. the percentage of the Deliverables that are being invoiced, where applicable;
- d. the percentage of the Deliverables that are complete (i.e., including previous billings), where applicable;
- e. the total contract value; and
- f. the amount of GST applicable.

The District shall, to the extent the District is satisfied the billing is for Work satisfactorily performed by the Supplier, pay the Supplier the portion of the Fees claimed on any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

Invoices are to be submitted to:

District of Lillooet
615 Main Street
PO Box 610
Lillooet, BC V0K 1V0
Attention: Joni L'Heureux
Email: finance@lillooet.ca and cfo@lillooet.ca

13. Hold Back or Set Off

Notwithstanding the invoicing process detailed in Section 12, the District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Supplier has failed to comply with any requirements of the Agreement, including:

- a. the Supplier is not performing the Deliverables or has failed to comply with any requirements of the Agreement to the satisfaction of the District;
- b. defective work is not being remedied;
- c. there is an affidavit, claim of lien, or lien filed against the equipment on which the work is done or is being done, or reasonable evidence of the probable filing of an affidavit, claim of lien, or lien;
- d. the Supplier is failing to make prompt payments to anyone employed by the Supplier in connection with the Deliverables; or
- e. an unsatisfied claim exists for damages caused by the Supplier in connection with the Deliverables.

Where subcontractors or suppliers of material are not receiving prompt payment, the District may deduct the amount of such payments from amounts otherwise due to the Supplier and will, if deducted, hold these funds in trust until such time as the Supplier has resolved the issue to the satisfaction of the District.

14. Inspection of Work

The District's Representative may, at any time, enter into any place or premises where the Supplier is undertaking the Work to inspect the Work and to ensure the Work is being performed in accordance with the Contract Documents.

The District's Representative, upon written notice to the Supplier, has the authority to stop the Work or to order the Supplier to take remedial action where, the Supplier is not performing the Work in accordance with the requirements; or the District's representative is of the opinion that there exists a danger to life or to property.

The Supplier shall immediately obey the provisions of the notice and will not be entitled to any extra payment unless approved by a Change Order.

The District is not required to make inspections. Inspections made by the District do not relieve or release the Supplier from being responsible for the supervision of its operations under this Agreement, from making its own inspections, and for ensuring the Work is being performed in accordance with the requirements.

15. District's Representative

The District appoints the District Representative as the only person authorized by the District to communicate with the Supplier in respect of this Agreement. The District shall not be bound to the Supplier by communication from any person other than the District Representative or their delegate.

16. Indemnity

The Supplier shall defend, indemnify, and hold harmless, the Indemnified Parties, from and against all Claims arising out of, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its employees, subcontractors or agents, connected with the performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier's obligations under this section shall survive the expiry or earlier termination of this Agreement.

17. Limitation of Liability

The Supplier agrees that the Indemnified Parties shall not be liable for any property damage, bodily injury (including death) or personal injury to the Supplier or for any proceeding by any third party against the Vendor arising in the course of the performance of the Supplier's obligations under this Agreement or arising otherwise in connection with this Agreement, except to the extent the damage or injury is caused by the negligence or wilful misconduct of any of the Indemnified Parties.

18. Workers Compensation, Occupational Safety & Employment Standards

The Supplier shall, at all times, in providing the Deliverables and otherwise performing its obligations under this Agreement, comply with the requirements of the Employment Standards Act (British Columbia), the Workers Compensation Act (British Columbia), and all other applicable federal and provincial legislation regarding wages and labour regulations, including the Occupational Health and Safety Regulation. The Supplier shall ensure compliance by its subcontractors, workers, and suppliers. The Supplier shall, upon request from the District, provide evidence of any required registration under the Acts and evidence of compliance with any requirement under that Act to make any payments or pay assessment.

The Supplier shall provide the District with a WorkSafe BC Clearance Letter addressed to the District of Lillooet that indicates that their account is active and in good standing, or the Supplier must proof of exempt status in the form a status determination letter from WorkSafe BC indicating that coverage is not required.

19. Permits

The Supplier shall, at their own expense, procure any permits, certificates, and licenses required by law and for the District for the execution of the Deliverables.

20. Insurance Requirements

The Supplier shall obtain and maintain Commercial General Liability insurance during the term of this Agreement that provides coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Deliverables, in an amount not less than \$2,000,000 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The insurance shall:

- a. name the Corporation of the District of Lillooet, its officials, officers, employees, servants, and agents as "Additional Insured";
- b. include that the District is protected notwithstanding any act, neglect or misrepresentation by the Supplier which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
- c. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- d. be primary and non-contributory with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;
- e. not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- f. be maintained for a minimum period of 12 months;
- g. not include a deductible greater than \$5,000.00 per occurrence;
- h. extended to cover the Supplier's Blanket Contractual Liability;
- i. include a cross liability clause; and,
- j. be on other terms acceptable to the District Representative, acting reasonably.

If using a vehicle to provide the Deliverables, the Supplier shall obtain and maintain during the term of this Agreement Automobile Liability insurance with an inclusive third-party liability limit of not less than \$5,000,000 per occurrence. All vehicles owned, leased, or not owned but operated by or on behalf of the insured must be covered by either Automobile or Commercial General Liability Insurance.

The Supplier shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District.

21. Errors and Omissions

The Supplier shall maintain Professional Liability Errors and Omissions insurance providing coverage in an amount of not less than \$2,000,000 per claim and \$5,000,000 aggregate, with a maximum deductible of \$50,000.

The Supplier accepts responsibility for the acts and omissions of all employees of their project team, subcontractors and subconsultants it may engage in rendering the service on the project.

The Supplier's professional errors and omissions insurance shall remain in force for the life of the project and for twenty-four (24) months after completion of the Deliverables.

22. Insurance Certificates

The Supplier shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

23. District May Insure

If the Supplier fails to insure as required, the District may effect the insurance in the name and at the expense of the Supplier and the Supplier shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

24. Performance Management Process

The Supplier agrees to participate in, and comply with the terms of, the Performance Management Process. The Supplier acknowledges that the Performance Management Process may be changed from time to time by the District at the District's sole discretion. Without limiting the foregoing, the Supplier acknowledges and agrees:

- a. to respond to requests from the District for information or feedback arising out of or about the Performance Management Process, within a reasonable time frame as specified in the request (or in the absence of a time frame, within a reasonable period of time);
- b. to meet with the District, whether remotely or in person, at no charge to the District, to discuss performance and other evaluations or any other issues arising out of or about the Performance Management Process;
- c. that performance ratings, performance feedback and other information about the Supplier and its Personnel gathered or obtained through the Performance Management Process may be made available to the government of British Columbia and other municipal or regional governments, may be used by the District or the British Columbia government or any other local government, to inform other procurement evaluation processes, whether or not related to this Agreement; and
- d. in addition to and without limiting any provision, statutory or otherwise, that protects employees or other personnel of the District from actions or proceedings for damages, the Supplier agrees that no action or proceeding for damages may be brought against any personnel of the District for any acts done in good faith in connection with the Performance Management Process or for any alleged neglect or default in the execution in good faith of the District's duty as it relates to the Performance Management Process.

This Section shall survive any termination or expiry of the Agreement.

25. Condonation Not a Waiver

Any failure by the District to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Agreement shall not be construed as a waiver by the District of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

26. Dispute Resolution

The District's Chief Administrative Officer shall be the interpreter of the requirements of the Agreement.

In the event of any dispute, which shall be any disagreement or misunderstanding between the District and the Supplier after initial attempts at resolution, either party may provide the other with a written summary of the Agreement question at issue and the redress sought.

Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.

If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.

If there is an exchange of communication and issues remain unresolved, both parties shall:

- a. make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
- b. provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Lillooet, BC, unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.

The Supplier shall not delay any the Deliverables on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

27. Bankruptcy or Default by Supplier

If the Supplier:

- a. is adjudged bankrupt; or
- b. makes a general assignment for the benefit of creditors due to insolvency;
- c. has a receiver appointed because of their insolvency;
- d. an order is made or resolution passed for the winding up or dissolution of the Supplier; or
- e. the Supplier takes the benefit of any enactment relating to bankrupt or insolvent debtors;

the District may, without prejudice to any other of the District's rights or remedies, give the Supplier, the receiver, or the trustee written notice and terminate the Agreement.

If the Supplier fails to perform the Deliverables in accordance with the Agreement Documents, the District may provide written notice informing the Supplier that it is in default of its contractual obligations and instruct the Supplier to correct the default within five (5) days, or such other longer specified time as outlined in the notice.

If the Supplier fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,

- a. correct the default and deduct the District's direct costs from any payment owing to the Supplier or any security held by the District; and/or
- b. deduct any portion of the remaining Deliverables from the Agreement; and/or
- c. terminate the Agreement.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Deliverables under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Deliverables remaining to be completed, and the Supplier shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Deliverables (including the amount by which the fees, disbursements and other costs payable by the District exceed the Fees that would have been payable to the Supplier for completion of the Deliverables under this Agreement). The District may set off against, and withhold from amounts due to the Supplier, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Supplier's obligations under this Agreement and to be incurred by the District to complete all or any part of the Deliverables.

28. Termination at District's Discretion

Without prejudice to any right or remedy to which the District may be entitled, the District may at any time and in its sole discretion and without reason, terminate this Agreement upon ten (10) days' written notice to the Supplier.

29. Remedies

On any early termination of the Agreement by the District:

- a. The Supplier shall be entitled to be paid for all Work satisfactorily performed by the Supplier up to the date of such termination in accordance with this Agreement and upon such payment being made the District shall have no further obligation to the Supplier under this Agreement; and
- b. If the Supplier's right to perform the Deliverables is terminated in accordance with the provisions of the Agreement, the Supplier is not entitled to, and irrevocably waives and releases the District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

30. Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

31. Records

The Supplier:

- a. shall keep proper accounts and records of its performance of the Deliverables, including invoices, receipts, and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- b. shall keep reasonably detailed records of performance of the Deliverables, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- c. shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- d. shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Deliverables, expiry of this Agreement or termination of this Agreement, whichever applies.

32. Freedom of Information and Protection of Privacy Act

The District is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act* (FOIPPA). The Supplier should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

33. Copyright & Intellectual Property

The Supplier agrees that the District shall be the sole owner of any newly created intellectual property that was collected or created by the Supplier, or on behalf of the Supplier, for this Agreement. By this Section, the Supplier irrevocably assigns to the District all rights, title and interest, including copyright and all intellectual property rights, in and to all materials produced by the Supplier in rendering the Deliverables in which such rights may exist, including all drawings, plans, specifications, reports and other documents, and the Supplier hereby waives any moral rights the Supplier may have in relation to such documents. For clarity, the assignment and waiver granted by this Section shall survive the expiry or earlier termination of this Agreement.

The Supplier shall provide at least one complete set of all drawings, estimates, programs, reports, or other documents produced in connection with this Agreement in format(s) approved by the District. The Supplier must provide the District with any data collected by the Supplier on behalf of the District as part of this Agreement in reasonable formats, as determined by the District, that will allow the District to work with and manipulate the data. The Supplier must provide any drawings or diagrams prepared by the Supplier for the District as part of this Agreement in editable file formats such as CAD. The Supplier must provide final reports in PDF format and Microsoft Office format or another editable format approved by the District.

The Supplier agrees that the District owns all survey data, spatial data, cartographic data, studies, reports, software, drawings, plans, models, designs, photographs, specifications, tender documents, and other materials prepared or developed by, or on behalf of, the Supplier in connection with this Agreement. The Supplier agrees, without limitation, that they will not use, sell, or distribute this information to others without the express written permission of the District.

34. Confidentiality

During and following the term, the Supplier shall:

- a. keep all District Confidential Information confidential and secure;
- b. limit the disclosure of District Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers, subcontractors, or personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure;
- c. not directly or indirectly disclose, destroy, exploit, or use any District Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining:
 - i. the written consent of the District and
 - ii. in respect of any District Confidential Information about any third-party, the written consent of such third-party;
- d. provide District Confidential Information to the District on demand; and
- e. return all District Confidential Information to the District before the end of the term, with no copy or portion kept by the Supplier, upon request.

Details of the Contract may be disclosed on a confidential basis to consultants or suppliers retained by the District to advise or assist with matters related to the Contract or to audit, assess, or develop District programs and functions. Details of the Contract may also be disclosed on a confidential basis to organizations that have agreed to provide funding or are considering providing funding for the Deliverables or a related project.

35. Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the District or to assume or create any obligation or responsibility, express or implied, on behalf of the District. The Supplier shall not hold itself out as an agent, partner, or employee of the District. It is intended that the Supplier shall have general control and direction over the manner in which its services are to be provided to the District under this Agreement. Nothing contained in this Agreement shall be regarded or construed as creating any relationship (whether by way of employer/employee, agency, joint venture, association, or partnership) between the parties other than of a supplier as set forth herein.

36. Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the District on a non-exclusive basis. The District makes no representation regarding the volume of goods and services required under the Agreement. The District reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

37. Withholding Taxes

The Supplier will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Supplier and any of its employees. The Supplier agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

If the Supplier is a non-resident company, payments to the Supplier, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Supplier provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

38. Assignment

The Supplier shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

39. Time of the Essence

Time is of the essence of this Agreement.

The Supplier must advise the District immediately of any shortage or delay of any kind. If delivery of goods and/or services is not completed by the delivery date, the District reserves the right to terminate this Agreement in whole or in part and to purchase substitute goods and/or services elsewhere and charge the Supplier with any incidental or consequential damages that might be incurred.

40. Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, the parties agree that force majeure events shall include:

- a. a law or governmental order, rule, regulation, or direction;
- b. an action by a government or public authority to impose an embargo, export restriction or other restriction or prohibition;
- c. war, insurrections, terrorism, riots, or crime;
- d. hurricane, flood, earthquake, lightning or other natural event or disaster;
- e. plague or epidemics; and
- f. strikes or other work stoppages;

but shall not include shortages or delays relating to supplies or services, except as they relate to a force majeure event.

If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) business days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

41. Notice

Any notice, direction, demand, approval, certificate, or waiver ("**Notice**") which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by email, addressed as follows:

To the District:

District of Lillooet
615 Main Street
PO Box 610
Lillooet, BC V0K 1V0
Attention: Joni L'Heureux
Email: cfo@lillooet.ca

To the Supplier:

[insert company name]
[insert address]
Attention:
Email:

or to such other address or email address of which notice has been given as provided in this section.

Any Notice delivered personally, by courier, or by registered mail is to be considered given on the day it is received. Any Notice delivered by non-registered mail is considered given five (5) business days after it is postmarked. Any Notice sent by email is to be considered given on the day it is sent, if that day is a business day, and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday, or BC statutory holiday.

42. Interpretation & Governing Law

In this Agreement

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- c. the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- d. reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- e. reference to a month is a reference to a calendar month; and
- f. section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia and the federal laws of Canada applicable therein and each party irrevocably attorns to the jurisdiction of the court system of the Province of British Columbia.

43. Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators, and receivers, despite any rule of law or equity to the contrary.

44. Severability

If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.

45. Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

DISTRICT OF LILLOOET
by its authorized signatories

[INSERT SUPPLIER NAME]
by its authorized signatories

Signature

Signature

Name

Name

Title

Title

Date

Date

DISTRICT OF LILLOOET
by its authorized signatories

[INSERT SUPPLIER NAME]
by its authorized signatories

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule A - Deliverables

The Deliverables to be provided by the Supplier under this Agreement include the following:

[insert Deliverables]

If any services, deliverables, functions, responsibilities or tasks are not specifically described in this Agreement are: a) required for the proper performance of any of the Deliverables, or b) are usually performed as part of services that are substantially similar to the Deliverables, such services, deliverables functions, responsibilities and tasks shall be deemed to be included within the scope of the Deliverables to the same extent and in the same manner as if specifically required by this Agreement.

Schedule B - Fees

Notwithstanding anything else in the Agreement, the total Fees that may be payable by the District to the Supplier under the Agreement will not exceed **[Insert maximum contract amount]** plus **[insert GST amount, if applicable]** GST and **[insert PST amount, if applicable]** PST.

The Fees are in Canadian funds. The Fees are firm, fixed fee prices and the Supplier will not be compensated above the total Fees if they find that the Work requires more effort than they had planned for when they prepared their Proposal.

APPENDIX B – SUBMISSION FORM

Proposals should include this Appendix B – Submission Form

1. Proponent Details:

Full Legal Name of Proponent:	
Other “DBA” Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name and Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Confirmation of Addenda Received:

We have checked the District of Lillooet website at www.lillooet.ca and/or BC Bid for Addenda and confirm receipt of the following Addenda, issued by the District up to the Closing Date and Time:

Addendum #	Issued on Date:

3. Subcontractors:

Subcontractors to be used for the work are as follows:

Name of Subcontractor	Role on Project

4. Certification and Acknowledgement of RFP Process:

By signing this Appendix B – Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Deliverables and meet the Supplier Requirements detailed in Section 2 for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the District and us, the Proponent, and that no contractual obligations shall arise between the District and us, the Proponent, until and unless we execute a written Agreement with the District.
- d. We certify that we have not engaged in any conduct which would constitute a Conflict of Interest in relation to this RFP process, and that there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP; or, we have disclosed any potential, perceived, or actual conflict of interest below:

<p>[disclose any potential, perceived, or actual conflict of interest]</p>
--

5. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature

Name

Title

Date

APPENDIX C – PRICING FORM

Proposals should include this Appendix C – Pricing Form, as well as an Hourly Rate Schedule Breakdown, as described in Section 3 of this Appendix.

1. Pricing Basis:

Pricing entered into the tables of Section 2 below, shall be on the following basis:

All Prices must be in Canadian funds and inclusive of all applicable duties and taxes, except GST which shall be itemized separately where indicated. The prices must be all-inclusive and include for all labour, materials, supplies, site visits, travel, overheads, profit, insurance, expenses, disbursements, and all other costs and fees necessary to deliver the Deliverables.

Proponents acknowledge that, if it is a non-resident company (i.e., not a company registered in Canada), payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Proponent provides the District with an official letter from Canada Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

The Fixed Fee prices are firm not-to-exceed prices. The Deliverables must be completed for the price submitted. Supplier will not be compensated above the Total Fixed Fee price if they find that the work requires more effort than they had planned for when they prepared their Proposal.

2. Fixed Fee for Deliverables:

For completion of all Deliverables, the Supplier will be compensated the Total Fixed Fee as indicated below.

Deliverables	Fixed Fee
ARO Standard – Implementation	[enter fixed fee]
Subtotal:	[enter subtotal]
Goods and Services Tax (GST)	[enter GST amount]
Provincial Sales Tax (PST), if applicable	[enter PST amount]
Total Fixed Fee Price:	[enter TOTAL]

3. Hourly Rates:

Proposals should include an 'Hourly Rate Schedule' with this Appendix C and can be in a format of the Proponent's choosing. The rate schedule should identify the hourly rate by role and experience level as applicable, and where available, identify the personnel associated with the role.

APPENDIX D – RATED CRITERIA FORM

Proposals should include the following sections in this order, with all requested details and supporting documents, either on this form or in a format of your choice.

1. Proponent Profile:

In this section, provide a brief profile of your company, including a description of the history and areas of expertise.

Discuss your company's experience in relevant fields, expanse of other related experience, and strengths relevant to these assignments. Include a narrative as to why the company is well-suited and best qualified to perform the work described in this RFP.

If your company has multiple locations, please identify the corporate head office and any local offices that may be involved in project delivery and coordination.

2. Proposed Team:

In this section, provide the details of the proposed team members that will deliver the Deliverables.

Proposals should identify the manager who the Proponent has appointed to lead the Proponent's project team and who will be the main contact for the District.

Team Member Name:	Position:	Employee or Subcontractor:	Brief Description Provided:	Resume / Work History Attached:
	Project Manager			

Provide a brief description of each proposed team member describing their qualifications, experience relevant to the Deliverables and responsibilities for this Project.

Attach a resume or detailed work history for each named team member.

Please note that adjustments to proposed team members following award of the Agreement will require written approval of the District.

3. Approach and Methodology:

It is the expectation of the District that the Proposal will include a detailed "Approach and Methodology" section that clearly outlines the approach that the Proponent proposes to complete the Project.

In this section, describe:

Your understanding of the Project, as well as the potential issues and challenges to be addressed.

The methodology that you would use to complete this assignment.

Your intended approach and utilization of proposed team members to complete the work, and how you will manage your workloads on other commitments.

Your work plan, including the start and end dates, relevant tasks, meetings, milestones, and deliverables required to complete this Project.

Your approach to communicating with the District, and how you will ensure that the work will be completed on time and within budget.

Any innovative or value-added services that you propose pursuant to Section 2.4 – Innovation and Value-Added Services.

4. Experience and References:

In this section, in a format similar to the tables below, Proponents should provide details on three (3) projects completed in the last five (5) years which are the most relevant to the Deliverables. Proponents should note that the District may contact the client to provide a reference on the experience listed and may amend scoring in the evaluation based on the client's feedback. Positive references will impact scoring positively, and poor or negative references will impact scoring negatively and may be grounds for rejection of a Proposal. Additionally, the District may consider information regarding the integrity and reliability of a Proponent's services from parties other than those provided in a Proponent's proposal, including the District's own experience with the Proponent.

Project Experience #1	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	

Project Experience #2	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	

Project Experience #3	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	