



**REGIONAL DISTRICT OF OKANAGAN-
SIMILKAMEEN (RDOS) REQUEST FOR PROPOSALS
OKANAGAN FALLS INCORPORATION STUDY**

ISSUE DATE: May 26, 2023

CLOSING DATE: June 28, 2023, at 2:00 PM, Local Time

REQUEST FOR PROPOSALS

OKANAGAN FALLS INCORPORATION STUDY

Summary

The Regional District of Okanagan-Similkameen (RDOS) is seeking a qualified Consultant to conduct an incorporation study for the community of Okanagan Falls, in Electoral Area “D”, which conforms with the requirements set out in Part B (the services).

The RDOS shall also issue a separate RFP for the Communications and Community Engagement process. Tasks highlighted in “blue” shall be included in the Communications RFP and are outside the scope of the Incorporation Study but have been provided for reference purposes only (page 6).

This RFP document describes the services sought by the District and sets out the RDOS’s RFP process, basic proposal requirement and the evaluation criteria the District intends to use to select a preferred proposal.

Proponents are encouraged to use innovation to provide a proposal that meets the needs of the District and adds additional value to the project.

Proposals may be submitted to:
Regional District of Okanagan Similkameen,
101 Martin Street, Penticton BC V2A 5J9
up to 2:00pm local time on the closing date.

Proposals may also be sent electronically to the following email address:

cmalden@rdos.bc.ca

Questions will not be accepted or answered after June 21, 2023 @ 2:00 PM.

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

In order to submit a response to this RFP, the proponent **MUST** be registered as a Plan taker on the [BC BID Website](#):

Only by being registered, can a proponent be certain to receive addenda notifications. It is the Proponent’s (Plan taker’s) responsibility to acknowledge all Addenda.

Table of Contents

Summary	page 2
Background	page 4
Scope of RFP	page 6
Study Timelines	page 8
Budget	page 10
Proposal Content	page 11
Definitions	page 12
Evaluation	page 14
Contract	page 19
Forms	page 29
Maps	page 37

RFP Contents:

This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: Background and Preamble**
- **Part B: The Services** – full details of the consulting Services required
- **Part C: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part D: The Contract** – the Contract the District will enter into with the selected Consultant
- **Part E: Sample Forms** – Sample forms a Proponent should use to submit the information necessary to evaluate the Proponent.

Part A

BACKGROUND

In September 2022, the Ministry of Municipal Affairs (MUNI) received a request from the Regional District of Okanagan-Similkameen (RDOS) Board of Directors to commission an Incorporation Study in Electoral Area “D”. On November 17, 2022, the newly elected RDOS Board confirmed their interest in moving forward with an incorporation study.

The Okanagan Falls Incorporation Study will be overseen by a Study Committee, which will be established by the RDOS Board of Directors. The Incorporation Study Committee will be supported in all stages of its work by independent, qualified consultant(s) who will report to the Committee, but be selected by the RDOS. The consultant(s) will be responsible for undertaking all research and analysis, for facilitating all community engagement, and for preparing a written report on the potential change to the local government structure, as well as the implications of such a change. This document sets out the requirements and expectations for the Incorporation Study.

The document is designed to guide prospective consultants in developing their proposals to conduct the study. The document is also designed to assist the RDOS in selecting its preferred consultant(s) for the assignment.

The RDOS is comprised of six municipalities and nine Electoral Areas. Electoral Area “D” has the second largest population of the electoral areas with 4,016 residents. Most of the population (approx. 2500) is concentrated in and around the community of Okanagan Falls.

The RDOS has undertaken significant work related to restructure studies in the Okanagan Falls area to date. There have been multiple studies in the Okanagan Falls area in the past, including an 1989 incorporation study concluding with a vote 76% against incorporation. Key community concerns emphasized the costs associated with incorporation, largely driven by local responsibility for roads and establishing a municipal administration. The past four electoral area directors have advocated for another incorporation study based on community growth and desire for local decision making.

In 2016 there was a Governance and Services Study that concluded there could be service and governance improvements. In 2018, the Electoral Area “D” was divided into two electoral areas (“D” and “I”) to address representation and service issues.

In 2020, MUNI funded a Services and Boundary Configuration Study for Electoral Area “D” to identify and evaluate the current state of local governance and service delivery, understand the needs and interests of community members, and undertake a boundary analysis to describe and clarify the boundaries for a potential incorporation study.

The Services and Boundary Configuration Study and associated survey revealed strong community support for incorporation within Okanagan Falls, and a mix of opinions elsewhere in the electoral area. The Study Committee’s final report recommended conducting a restructure study to incorporate using their proposed boundary.

On November 17, 2022, the RDOS Board resolved to continue discussions with the Ministry on the proposed boundary, to reach consensus on an appropriate area for the Incorporation Study.

STUDY PURPOSE

The primary purpose of the Incorporation Study is to provide the electors within the study area with the information and understanding required to make an informed decision on incorporation. To fulfill this purpose, the Study will undertake a thorough, objective and technical examination of the incorporation option and its implications for governance and service delivery in the area.

PART B

THE SERVICES

1.0 SCOPE OF RFP

1.1 Study Process

The incorporation study area is defined as Option A with minor adjustments in the 2022 Services and Boundary Configuration Study (refer to map attached, page 37). The study area captures the primary growth centre of Electoral Area “D”, and the community with the existing urban infrastructure (sewer and water), as well as the mix of property classes and population and development potential necessary to sustain a municipality. It includes established wineries to the south, and some farmland to the east (after the 2022 survey results confirmed their interest and consent).

The process to conduct the Incorporation Study includes the following stages, all of which will be conducted under the direction of the Incorporation Committee:

Responsibilities for this RFP are indicated with a ✓

✓	• Orientation for Incorporation Committee — A consultant shall conduct an orientation training session shortly after the committee is struck to familiarize members of their role, reporting structure to the Board, as well as reviewing RDOS policies which are applicable to committee members—including harassment/bullying, code of ethics and conflict of interest.
✓	• Background Research — A consultant will briefly outline the current state of governance, service delivery, and service funding in the incorporation study area. In conducting this research, the consultant will rely heavily on the work that was completed under the Governance and Boundary Configuration Study.
✓	• Comparative Analysis — A consultant will determine and describe the service, governance, financial, property tax and other implications associated with the incorporation of the boundary. The comparative analysis will include not only the local services provided by the RDOS, but also the local services provided by the Provincial Government that would become the responsibility of a new Municipal Council as a result of incorporation.
✓	• Implementation Process — A consultant will outline the process through which incorporation would be implemented. Included in this outline will be an overview of the restructure assistance that would be provided by the Provincial Government under the incorporation option.
	A clear understanding of the Province's commitment to a specific assistance package will be required at this point of the study. It will be particularly important to understand the Province's funding commitment with respect to the local road network within the incorporation study area. Responsibility for local roads would be transferred to the new municipality as a result of a decision to incorporate. The Incorporation Committee will need to understand and quantify

	the Province's commitment as it relates not only to the ongoing maintenance of the roads in a defined post-incorporation period, but also to upgrades required to bring the roads to municipal standards prior to any transfer of responsibility.
✓	• Multi-Year Operating Budget — A consultant will provide a multi-year operating budget to project the financial implications for a new Municipality. The budget will extend beyond the restructure assistance period
✓	• Property Tax Implications — A consultant will provide the property tax implications of incorporation, for sample residential, business and agricultural properties in the incorporation study area.
✓	• Preliminary Report — A consultant will provide a Preliminary Report to capture the information collected, and the results of the analysis undertaken, in the earlier stages of the study. The report will be provided to the RDOS and the Ministry for review and comment.
	• (Outside the Scope of this RFP) Community Engagement — A consultant, working with the Committee, will develop a comprehensive community engagement strategy aimed at ensuring that the electors within the incorporation study area have opportunities to review, understand, and question the implications of incorporation, as presented in the Preliminary Report. At a minimum, the strategy will include the provision of web-based and hard-copy materials, community meetings throughout the study area, and information sheets/distributed material to highlight specific issues or implications.
	• (Outside the scope of this RFP) Final Report — Based on the input provided by the community through the engagement process, and after considering the comments provided by the RDOS and the Ministry, a consultant will produce a Final Report on the study. The report must include a synopsis of the public engagement process and findings. The report will be submitted to RDOS and the Ministry, and will be presented by the Committee to the RDOS Board of Directors.
	Based on the findings in the report, the Committee will make a recommendation to the RDOS Board of Directors on an incorporation referendum.
	• (Outside the scope of this RFP) Community Summary — At the conclusion of the study, a consultant will prepare a high-level public information document to summarize the findings of the final report, and set out any next steps [such as who may participate in an incorporation vote, and when the vote may occur].

STUDY TIMELINE

The Incorporation Study must be completed and delivered to the RDOS and MUNI by March 31, 2025. Key milestone dates are identified in Figure 1. These dates may change as the Study unfolds.

**Figure 1
Milestone Dates**

Milestone	Date
Request for Proposal Issued	May 26, 2023
Request for Proposal Awarded (Work to Commence)	July 6, 2023
Study Committee Established	July 15, 2023
Research and Analysis Completed	February 1, 2024
Preliminary Report Submitted	March 1, 2024
Community Engagement Completed	December 15, 2024
Final Report Submitted	March 31, 2025

INCORPORATION FUNDING-The Minister has agreed to provide a total of \$150,000 (\$60,000 Incorporation Study; \$60,000 Community Engagement; \$30,000 road assessment) to fund the cost of the Incorporation Study. The RDOS will provide in-kind funding in the form of staff time required to administer the study, to establish and host a study website, and to provide technical information requested by consultant(s), including mapping. The RDOS will fund administrative items such as meeting/open house facility rentals and incidental material/meeting costs, advertising of meeting notices, any needed mailouts, etc.

PROVINCIAL ROLE

The Ministry of Municipal Affairs is providing the restructure grant funding for the Incorporation Study.

MUNI staff will be available as a resource to RDOS staff, consultant(s), and in committee meetings as a provincial representative and observer. They will be available to take questions and report back, and act as a neutral observer during the study process. They will also provide additional input including review of the draft materials and provision of comments prior to completion of the final report.

Indigenous Consultation Incorporation Process - The Province is responsible to discharge the constitutional duty to consult with potentially affected First Nations and Indigenous groups. MUNI staff will identify, engage and consult with local First Nations to address any raised concerns regarding a potential municipal incorporation. Meaningful consultation can take time and may extend the Study process if significant concerns require provincial accommodation.

Typical incorporation process and provincial role

- Regional district requests an incorporation study (typically after significant previous work and governance studies)
- If Minister approves, provincial grant funding is provided to the regional district to conduct the study
- Province initiates consultation with identified local First Nations and Indigenous groups in the study area
- Study work overseen by local Committee
- Province prepares a Restructure Assistance Offer based on the study area to mitigate certain initial municipal costs over the first five years
- Study Committee may recommend an incorporation vote
- Recommendation is supported by regional district Board and request sent to Minister
- If Minister approves, the incorporation vote is called through a Minister's Order and held by the regional district
- The incorporation vote is held, and if successful the process begins to establish the new municipality, such as hiring an interim corporate officer to set up the municipal administration framework, initial bylaws, and preparing to hold the first local election for municipal council.

OUT OF SCOPE

The Incorporation Study Committee and consultant(s) are not responsible for consulting First Nations on the potential incorporation of the boundary. Consultation with First Nations is a duty of British Columbia.

Boundary adjustments for the remainder of Electoral Area "D" are not a part of this Study. It is recognized that two portions of Electoral Area "D" are isolated if the boundary is incorporated: to the west of Okanagan Falls across the bridge; and to the south with Vaseux Lake. The RDOS Board may request a future study for electoral area boundary adjustments if desired.

The Incorporation Committee is not concerned with examining other governance or boundary options identified in the Services and Boundary Configuration Study, or put forward by some other source. Similarly, the Committee is not concerned with identifying or examining potential changes to the legislative framework.

ADMINISTRATION

The RDOS will procure a consultant, or consultants, in accordance with the RDOS' procurement policy and process and it will meet the requirements of applicable trade agreements including the New West Partnership Trade Agreement (NWPTA), the

Canadian Free Trade Agreement (CFTA), and the Canada-EU Comprehensive Economic and Trade Agreement (CETA).

Consultant(s) will be sought to undertake this study with sufficient experience and expertise in local government restructure changes and/or public engagement.

In supervising the work of the consultant(s), the RDOS is responsible for ensuring that expected outputs completed by the consultant(s) meet the requirements outlined in this Terms of Reference.

The consultant(s) shall report directly to the RDOS, who will administer the contract.

1.2 Budget

The District has budgeted a maximum of **\$60,000** (taxes included), for the completion of this part of the Incorporation Study.

1.3 Form Of Services Contract

The basic form of contract the District proposes to enter for the consultant services is attached as **Part D** of this RFP. The District may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

1.4 No Contractual Obligations As a Result of RFP or Proposal

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the District and no contractual obligations whatsoever (including “Contract A”) shall arise as a result of the submission of a proposal in response to this RFP.

Part C

RFP Process

2.0 PROPOSAL CONTENT

2.1 Covering Letter

A covering letter signed by an authorized representative of the proponent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided.

2.2 Proponent Team:

A list of the individuals forming part of the proponent's team that is to provide the requested Proponent services, including a description of each individual's role and a copy

2.3 Scheduling

The proposal shall include a schedule for the delivery of the Services which will work within the Milestone Dates provided in figure 1, page 8.

2.4 Fees & Disbursements

The proposal will set out all fees and costs to be charged to the District in order to complete the Incorporation Study. Please refer to Price Table 1.

3.0 RFP PROCESS

3.1 Questions Regarding this RFP:

Any question a Proponent has related to this RFP process must be submitted to the RDOS in writing. Questions regarding this RFP must not be submitted to the RDOS via any other method. Answers to questions received will be provided either directly to the Proponent or via an addendum to all Proponents, through the BC Bid System. Information obtained from any source other than the RDOS through the BC Bid System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the 'Deadline for Questions' detailed under Section 3.2 of this RFP. Questions received after the Deadline for Questions will be addressed if time permits.

The Proponent is solely responsible for seeking any clarification required regarding this RFP, and the RDOS shall not be held responsible for any misunderstanding by the Proponent.

3.2 Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the RDOS's discretion through the issuance of addenda to this RFP.

Event:	Date:
Issue Date of this RFP	May 26, 2023
Deadline for Questions	June 21, 2023 at 2:00 PM local Time.
Last Day for Issue of Addenda	June 23, 2023
RFP Closing Date and Time:	June 28, 2023 at 2:00 PM Local Time
Contract Awarded (estimated)	July 2023

Proposals may be submitted by hand to:

Regional District of Okanagan-Similkameen,
101 Martin Street, Penticton BC V2A 5J9
up to 2:00pm local time on the closing date.

Proposals may also be sent electronically to the following email address:

cmalden@rdos.bc.ca

Please Note: Proponents are cautioned that the timing of their proposal submission is based on when the Proposal is received by the District. Proposals submissions can be delayed due to file size, transmission speed and other factors. For this reason, it is recommended that the Proponent(s) allow sufficient time to deliver or email their Proposal, including all attachments and other submission details.

The RDOS assumes no responsibility for the receipt of Proposals where the instructions detailed above have not been complied with.

1. Definitions Used in this RFP:

The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.

- 1.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the RDOS in accordance with Section 3.2 Timetable.
- 1.2. "RDOS" means the Regional District of Okanagan-Similkameen.
- 1.3. "Contract" means a written contract for the provision of the Incorporation Study Services that may result from this RFP, executed between the RDOS and the successful Proponent.
- 1.4. "Proponent" means the successful Proponent to this RFP who enters into a Contract with the RDOS.

- 1.5. “RFP Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 3.2. The time will be determined by the RDOS web clock.
- 1.6. “Proposal” means a Proposal submitted by a Proponent in response to this RFP.
- 1.7. “Proponent” means a person or entity that submits a Proposal to this RFP.
- 1.8. “RFP” means this Request for Proposals, including all forms.
- 1.9. “Section” means the numbered section of the referenced part of this RFP.
- 1.10. “Okanagan Falls Incorporation Study” means the Study which the RDOS seeks to be provided by the successful Proponent.
- 1.11. “Services” means the services which the RDOS seeks to be provided by the successful Proponent.
- 1.12. “Sub-Contractor” means a person, partnership, firm or corporation that the Proponent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Proponent.

2. Amendment of a Proposal by Proponent:

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 3.2 of this RFP.

3. Withdrawal of a Proposal by Proponent:

A Proponent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date and Time, the Proponent must contact the RDOS in writing in the same manner as the original submission. To withdraw a Proposal after the Closing Date and Time, the Proponent shall submit a request in writing to:

**Attn: Christy Malden
Sr. Manager of Legislative Services**

**Regional District of Okanagan-Similkameen 101 Martin Street
Penticton, B.C. V2A 5J9**

and/or

cmalden@rdos.bc.ca

Addenda Issued by RDOS:

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 RDOS may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the BC Bid portal. 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 RDOS deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 3.2, then the RDOS may extend the RFP Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proponents are required to acknowledge any and all addenda issued by the RDOS, using the Addenda Acknowledgement form, on page 33 to be included with the Proponent's submission.

Send General & Technical Enquiries to:

Email: cmalden@rdos.bc.ca

4. Evaluation of Proposals & Award of Contract:

The RDOS 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 an evaluation committee which may include RDOS employees and/or Consultants. The RDOS's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking based, on this evaluation process.

4.1. Mandatory Criteria:

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

Mandatory Criteria:
The Proposal must be received by the RFP Closing Date and Time, in accordance with the requirements of Section 3.2 and include the following: Price form page 29 Methodology form page 30 Experience form page 31 Addenda Acknowledgement form page 33 Conflict of interest form page 34 Exceptions to contract form page 35

4.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

**VALUATION SCORE SHEET –
NOTES:**

PROJECT: INCORPORATION STUDY		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
PROPONENT:							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
Methodology - Clear understanding of project scope, challenges and solutions required - work plan which meets or exceeds the District’s needs - creativity in solutions provided - demonstration of any “value added service” the proponent provides - Ease of client access	35						
Consultant Experience - proponent demonstrates experience on projects with similar scope and needs - qualification and experience - skills of proposed team members - sub-consultant experience, skills and qualifications	35						
Schedule	10						
Fees and Disbursements (lowest priced quotation divided by the next evaluated quotation price x 25) Note: scores will be evaluated based on an average of the two prices provided	10						
References	10						
EVALUATION TOTAL:							

4.3. Scoring Method:

The following method will be used to score the criteria:

- Price: Price will be scored relative to other Proponents using the following formula:
 - $Lowest\ Price \div Proponent's\ Price \times Weighting = Score$

Other Criteria: All other criteria (except Price) will be scored by the evaluation committee, which will then be multiplied by the Weighting factor to provide a total weighted score out of 100 which includes price.

4.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed above, the RDOS will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing submission requirements: If the RDOS finds that a Proposal fails to meet all of the submission requirements required of this RFP, then the RDOS may provide written notification to a Proponent which identifies the requirements not met and provides the Proponent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the RDOS to the Proponent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the RDOS 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 RDOS may use this information to reassess and/or re-score the Proposal according to the scored criteria.

4.5. Ranking of Proponents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Proponent with the highest-ranked Proposal will be invited to conclude a Contract with the RDOS. In the event that two or more Proposals have an equal total weighted-score, then the Proponent with the Lowest Total Price will be invited to enter into a Contract with the RDOS.

4.6. Conclusion and Execution of a Contract

Neither the RDOS nor any Proponent will be legally bound until the execution of a written Contract or issuance of a Purchase Order. Following an invitation to a Proponent, by the RDOS, to conclude a Contract, it is expected that the RDOS and that Proponent would enter into discussions which may include, among other things:

- Clarification or amendment to the requirements, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions, based on items submitted in the Proposal.

The RDOS would seek to execute a Contract within 10 days of issuing an invitation to the Proponent to conclude a Contract. If the RDOS and the Proponent do not, for any reason, execute a Contract within this time-period, the RDOS may discontinue the process with that Proponent and invite the Proponent with the next-highest-ranked Proposal to conclude a Contract. The RDOS may then continue this process until a Contract is executed, or there are no further Proponents, or the RDOS otherwise elects to cancel the RFP process entirely. For clarity, the RDOS may discontinue discussions

with a Proponent if at any time the RDOS is of the view that it will not be able to conclude a Contract with that Proponent.

5. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

5.1. Proposals in English:

All Proposals are to be in the English language only.

5.2. Only One Entity as Proponent:

The RDOS will accept Proposals where more than one organization or individual is proposed to deliver the service, 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 Contract if executed. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Proponent may include the Sub-Contractor and its resources as part of the Proposal and the RDOS will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

5.3. 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 RDOS may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

5.4. References and Experience:

In evaluating a Proponent's experience, as per the scored criteria, the RDOS may consider information provided by the Proponent's clients on the projects submitted in the Proposal, and may also consider the RDOS's own experience with the Proponent.

5.5. RFP Scope of Work is an Estimate Only:

While the RDOS has made every effort to ensure the accuracy of the requirements and/or Services described in this RFP, the RDOS makes no 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 Services. Proponents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

5.6. Proponent's 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 RDOS, if required. The RDOS will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

5.7. Retention of Proposals and FOIPPA:

Proposals submitted to the RDOS will not be returned and will be retained by the RDOS and shall become the property of the RDOS upon submission. Proponents should note that the RDOS may choose to make public any part of this Proposal, or any Proposal and any executed contract-- including the Contractors name and total contract price-- and further that, regardless of whether and the extent to which the RDOS elects to make anything available to the public, the RDOS would be required to disclose all or part of a Proposal or the executed contract pursuant to a request for disclosure under the Freedom of Information and Privacy Act (FOIPPA). Proponents should be aware of and review the RDOS's obligations under FOIPPA and the

RDOS's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

5.8. Notification and Feedback to Unsuccessful Proponents:

Notification of awards shall be made via the BC Bid portal. Unsuccessful Proponents may then request a feedback email or telephone call with an RDOS representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results. Details of feedback provided will be at the RDOS's sole discretion in order to protect the confidentiality of other Proponents and the RDOS's commercial interest.

5.9. Conflict of Interest:

All Proponents must disclose an actual or potential conflict of interest, by completing the Conflict of Interest form, included on page 34 that are requested of Proponents when submitting a Proposal. The RDOS 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 RDOS employees) create or could be perceived to create a conflict of interest.

The RDOS may rescind or terminate a Contract entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process.

5.10. Confidentiality:

All information provided to Proponents by the RDOS as part of this RFP process is the sole property of the RDOS and must not be disclosed further without the written permission of the RDOS.

5.11. No Contract A and No Claims:

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

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

5.12. Right to Cancel RFP:

Although the RDOS fully intends to conclude a Contract as a result of this RFP, the RDOS may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Proponent.

5.13. Governing Law and Trade Agreements:

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

Part D

SERVICES CONTRACT FOR “EXAMPLE”

THIS AGREEMENT dated the _____ day of _____, 20__.

BETWEEN: **REGIONAL DISTRICT OF OKANAGAN SIMILKAMEEN**
101 Martin St
PENTICTON, BC V2A 5J9
(the “District”)

AND: **COMPANY**
Address

(the “Consultant”)

GIVEN THAT the District wishes to engage the Consultant to provide certain services to the District and the Consultant wishes to contract with the District to provide such services to the District, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the District and the Consultant agree as follows:

1. Definitions

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

“Consultant’s Proposal” means the Consultant’s written proposal to the District for performance of the Services, dated _____, a copy of which is attached.

“District Representative” means Sr. Manager of Legislative Services or such other person as the District may appoint in writing.

“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 Services.

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

“Personnel” means any individuals identified by name in the Consultant’s Quotation and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the District;

“RFP” means the Request for Proposals for the services issued by the District dated _____.

“Services” means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.

“Specifications” means the specifications and other requirements for the Services set out in the RFP.

“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 Services, as they are in force from time to time or in the latest current version, as the case may be.

2. Consultant Services

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Consultant shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District Representative;
- (e) promptly pay amounts owing to the District under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

Project Scope Modifications

2.1 The consultant is advised that 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 consultants are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the consultants work program, the consultant shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of District staff.

3. Term

This Agreement shall commence on _____ and expire on _____.

4. Consultant Personnel

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

5. Warranty as to Quality of Services

The Consultant represents and warrants to the District that the Consultant and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Consultant acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

6. Remuneration & Reimbursement

The District shall pay the Consultant for the performance of the Services as follows:

[identify fees/disbursements or reference schedule or Consultant's Quotation]

7. Taxes

The District shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the District.

8. Invoices & Payment

Not more than once each month, the Consultant may deliver an invoice to the District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The District shall, to the extent the District is satisfied the fees and disbursements are for Services satisfactorily performed by the Consultant, pay the Consultant the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

9. Hold Back or Set Off

The District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Consultant has failed to comply with any requirements of the Contract.

10. District's Representative

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

11. Indemnity

The Consultant shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Consultants and agents, from and against all claims, losses,

damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Consultant, its employees, Consultants or agents, connected with the performance or breach of this Agreement by the Consultant. The Consultant's obligations under this section shall survive the expiry or earlier termination of this Agreement

12. Workers Compensation

The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

13. Insurance Requirements

The Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The Consultant 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 and to:

- (a) name the District as additional insured
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Consultant 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-contributing 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 period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;

- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the District Representative, acting reasonably.

14. Errors & Omissions Insurance

The Consultant shall, at the Consultant’s expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

Minimum Insurance

- (a) Consultant Services for projects
not exceeding \$500,000 in value ----- \$1,000,000
- (b) Consultant Services for projects
exceeding \$500,000 in value ----- \$2,000,000

*The Maximum deductible in all categories shall be \$50,000/\$100,000

The Consultant accepts responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the Service on the Project.

The Consultant’s professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the The District with prior notice of changes and cancellations.

“The Insurer and the Insured Consultant shall provide written notice to be delivered by hand, or sent by registered mail to the The District at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy”

15. Insurance Certificates

The Consultant 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.

16. District May Insure

If the Consultant fails to insure as required, the District may effect the insurance in the name and at the expense of the Consultant and the Consultant 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.

17. Termination at District’s Discretion

The District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Consultant. If the District terminates this Agreement under this section, the Consultant shall be entitled to be paid for all Services satisfactorily performed by the Consultant up to the date of such termination in accordance with this Agreement. The Consultant 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.

18. Termination for Default

The District may terminate all or any part of, the Services by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this Agreement and the Consultant has not cured the breach, within five days after notice of the breach is given to the Consultant by the District; or
- (b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services 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 Services remaining to be completed, and the Consultant 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 Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The District may set off against, and withhold from amounts due to the Consultant, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the District to complete all or any part of the Services.

19. Records

The Consultant:

- (a) **shall keep proper accounts and records of its performance of the Services**, 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 Services, 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 Services, expiry of this Agreement or termination of this Agreement, whichever applies.

20. Copyright & Intellectual Property

The Consultant irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright may exist. Without limiting the foregoing, the Consultant irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

21. Agreement for Services

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

22. Withholding Taxes

The Consultant will be 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 Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

23. Assignment

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

24. Time of the Essence

Time is of the essence of this Agreement.

25. 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.

26. Notice

Any notice, direction, demand, approval, certificate or waiver 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 fax or e-mail, addressed as follows:

- (a) To the District:
The Regional District of Okanagan Similkameen
101 Martin St
Penticton, BC, V2A 5J9
Fax Number: (250) _____
E-mail Address: _____
Attention: _____
- (b) To the Consultant:

Fax Number: (250) _____
E-mail Address: _____
Attention: _____

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail 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 B.C. statutory holiday.

27. 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.

28. 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.

29. Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

30. Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

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

Regional District of Okanagan Similkameen
by its authorized signatories:

Mark Pendergraft, Chair

Bill Newell, CAO

[IF CONSULTANT IS AN INDIVIDUAL]

Signed, Sealed and Delivered in the)
presence of:)

_____)
Witness:)

_____)
Address:)

_____)
Occupation)

Name:

[IF CONSULTANT IS A CORPORATION]

by its authorized signatories:

Name:

Name:

Part E Contents:

This Part E contains the following forms:

- Pricing Form
- Methodology and Approach Form
- Experience & Reference Form
- Addenda Form
- Conflict of Interest Form
- Exceptions to Contract Form

PRICING FORM

Proposals must include this Pricing Form, with all pricing tables completed. No changes to this form shall be made, except for completing the requested pricing information in the spaces provided.

In addition to completing this Pricing Form, Proponent should also provide a task fee schedule breakdown, as detailed under section 5 of this this form.

The form should be completed with; a PDF writer program; or by print, hand completion and scan. The completed form must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Evaluation Factors:

The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part C of this RFP.

1. Pricing Basis:

Pricing entered into the tables of section 2& 3 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes including the PST, but not the GST.
- b. The Total Contract Price is all-inclusive and includes for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c. Prices shall be firm for the entire Contract term.

2. Fixed Lump Sum Prices:

The following are Fixed Lump Sum Prices, and apply to the services identified as fixed lump sum work in Part A – the Services:

Scope of Work Item	Fixed Lump Sum Price
Incorporation Study	\$
TOTAL FIXED LUMP SUM CONTRACT PRICE:	\$

GST EXTRA

3. Unit Prices:

The following are Unit Prices, and will apply if, as and when required, to the services identified as unit price work in Part A – the Services:

Unit Price Item	Cost/Price
Consultant A	_____ per hour
Consultant B	_____ per hour
Consultant C	_____ per hour
Mileage	_____ per km
Misc. Expenses & Disbursements	Cost plus _____ % markup

GST EXTRA

4. Payment Terms:

The Consultant shall invoice as follows:

- Fixed Lump Sum Prices shall be invoiced following the completion of each Scope of Work Item. The District shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.
- Unit Price work shall be invoiced at a monthly frequency for unit price work completed and expenses incurred during the prior month. The District shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.

METHODOLOGY AND APPROACH FORM

Proposals must include, in a format of your choice, the details requested in this Methodology & Approach Form.

This section of your Proposal must be labelled as “Methodology & Approach Form” and must be included with your submission.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of methodology, approach and schedule will include:

- Demonstration that the Proponent understands the work required and factors to be considered during the Services;
- Experience and expertise of the proposed team;
- Ease of working with the proposed team considering the setup and ease of meeting;
- Suitability of the schedule proposed; plus

1. Methodology & Approach:

Please provide, in a format of your choosing, the following details of the methodology and approach to be employed by your firm and Sub-Consultants (if applicable) to deliver the Services outlined in Part B:

- Detail your overall approach and methodology to deliver the Services
- Detail the organization of your team (include resumes)
- Address the scope of work and related issues
- Demonstrate your understanding of the assignment
- Describe project management techniques to be used for successful project delivery

- Detail the schedule for performance of the Services, including the task / phases of the work and timelines to meet the required dates detailed in figure 1.
- Detail the number of visits to be made by team members to the District and/or the Project Site.

EXPERIENCE & REFERENCES FORM

Proposals must include, in a format of your choice, the details requested in this Experience & References Form.

This section of your Proposal must be labelled as “Experience & References Form” and must be included with your submission.

Proponents should provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Services required for this assignment. Proponents should note that the District may request the Proponent to supply contact details for the client, and may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback). The District may also, in its sole discretion, contact other owners, consultants and stakeholders to gather additional information which may be used to further evaluate the Proponent.

If Subcontractors are to be used in delivering the Service, then the details requested in this form should also be provided for each Subcontractor as an additional form.

Also, please include resumes for each team member assigned to this project.

Factors to be considered in assessing suitability of experience will include:

- Suitability of experience with similar work and projects;
- Feedback from Client references, if the District chooses to contact references
- Team strength
- The District’s own experience.

EXAMPLE

Project Experience #1

Client Company Name:	
Project Name:	
Reference Information	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

Project Experience #2

Client Company Name:	
Project Name:	
Reference Information	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

Project Experience #3

Client Company Name:	
Project Name:	
Reference Information	
Date Proponent Started Work on Project:	
Date Proponent Finished Work on	
Brief Description of Project and Services Proponent Performed:	
Value of Proponent Contract on this Project (excluding GST):	

ADDENDUM FORM (Must be included with Proponent’s submission)

ADDENDA

We confirm that we have received and carefully reviewed all of the Request for Proposal Documents, including the Specifications and the following Addenda, if any:

Initials _____

Please initial the Addenda form

CONFLICT OF INTEREST FORM (Must be included with Proponent's submission)

What is a conflict of interest?

A conflict of interest is when you have a certain personal interest that may interfere with the interests you must have as someone connected to another person or entity, such as an employer or client. A conflict of interest can cause one party to question what another party's intentions are.

It can also call to question your ability to remain unbiased in your thoughts, ideas and decisions.

Conflict of Interest. The supplier represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the supply of goods and/or performance of services required hereunder. SUPPLIER further represents that no persons having any such interest shall be employed to perform those services.

Company Name: _____

Name and Title: _____

Signature: _____

RDOS evaluation committee members shall also sign a conflict of interest statement (CIGS), below. If a member of the evaluation committee has acknowledged a conflict of interest with a particular supplier or any supplier associated with this RFP, they shall be recused from the evaluation process.

Conflict of Interest. The RDOS evaluator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the evaluation and awarding of the goods and/or services required hereunder.

Name and Title of evaluator: _____

Signature: _____

EXCEPTIONS TO CONTRACT FORM

Proposals must include the details requested in this – Exceptions to Contract Form. No changes to this form must be made, except for completing the requested information in the spaces provided.

This section of your Proposal must be labelled as “– Exceptions to Contract Form” and must be included with your submission.

Evaluation Factors:

Ease for the District in accepting any proposed exceptions to the terms and conditions.

1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Consultant.

We further understand that by selecting Statement A, the District will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Consultant:
(please specify exceptions in space below):

(Please include with submission)

PROPONENT INFORMATION

REQUEST FOR PROPOSAL: **Okanagan Falls Incorporation Study**

CLOSING DATE: June 28, 2023 at 2:00 PM Local Time

The undersigned Proponent has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the services requested and will provide the services as required and outlined by the District.

This proposal is open for consideration for 60 days.

FIRM NAME: _____

ADDRESS: _____

POSTAL CODE: _____ DATE: _____

PHONE NO. _____ FAX NO. _____

EMAIL: _____

SIGNATURE OF PROPONENT: _____

PRINT NAME: _____

