



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS (RFP)
HOUSING NEEDS REPORT UPDATE

Project No.: RDOS-24-PLAN-01

ISSUE DATE: February 15, 2024

CLOSING DATE: Thursday, March 14, 2024 @ 2:00 PM, Local Time

REQUEST FOR PROPOSALS

HOUSING NEEDS REPORT UPDATE

The Regional District of Okanagan-Similkameen (RDOS) is seeking a qualified Consultant to provide an updated housing needs report which conforms with the requirements set out in Section 2.0 (“The Services”). The Report will update the already completed 2020 Housing Needs Report, by incorporating the new Provincial regulations expected to be released shortly by the province.

This RFP document describes the services sought by the Regional District and sets out the RDOS’s RFP process, basic proposal requirement and the evaluation criteria the Regional 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 Regional District and adds additional value to the project.

Proposals may be submitted up to 2:00pm local time on the closing date to:

Regional District of Okanagan-Similkameen,
Reception, 101 Martin Street, Penticton BC, V2A-5J9

Proposals may also be sent electronically to the following email address: planning@rdos.bc.ca

Questions will not be accepted or answered after March 7, 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:

<https://www.bcbid.gov.bc.ca/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

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.

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN REQUEST FOR PROPOSALS - HOUSING NEEDS REPORT UPDATE

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RFP Contents:

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

Section 1.0	Background	
Section 2.0	The Services	full details of the consulting Services required
Section 3.0	RFP Process	the process for submissions, evaluation and award of the Contract
Section 4.0	Contract	the Contract the Regional District will enter into with the selected Consultant
Section 5.0	Sample Forms	Sample forms a Proponent should use to submit the information necessary to evaluate the Proponent

SECTION 1.0 - BACKGROUND

On April 16, 2019, Bill 18 - 2018 came into effect, which amended the *Local Government Act* (LGA) to require all local governments in B.C. to complete updated Housing Needs Reports by April 2022, and every five years thereafter.

The RDOS and its project partners included all of the RDOS's Electoral Areas (“A”, “B”, “C”, “D”, “E”, “F”, “G”, “H” & “I”) as well as the City of Penticton, District of Summerland, and Village of Keremeos. This collaborative project provided significant value and savings for tax payers, through the development of a unified and integrated project that involves multiple planning areas and jurisdictions. The project partners applied for and received a joint provincial grant, which covered 100% of the costs of the Housing Needs Assessment Report.

On June 18, 2020, the RDOS awarded a contract to EcoPlan to undertake the project, which involved collecting and analyzing approximately fifty distinct kinds of data related to current and projected population, household income, significant economic sectors, as well as currently available and anticipated housing units for nine electoral areas and the region’s municipalities. Available datasets were utilized to complete the report, in addition to engagement with community organizations to provide a more complete picture of housing needs in our region.

In March and April, 2021, the final 2021 Housing Needs Assessment Report was presented to and formally received by the City of Penticton, District of Summerland, and Village of Keremeos Councils, as well as the RDOS Board of Directors. The Housing Needs Assessment will be an important supporting document for reviewing and updating the South Okanagan Regional Growth Strategy and during upcoming Official Community Plan reviews, as well as a key source of information for stakeholders, developers, First Nations and others involved in providing housing in the region.

Updated Provincial standards are expected shortly, which will amend the requirements for future housing needs reports.

REPORT PURPOSE

The primary purpose of this RFP is to solicit proposals from qualified consulting firms to assist the Regional District with updating its Housing Needs Report and incorporate new provincial requirements and data. The Report is to be completed as soon as possible but must be completed before December 31, 2024, to comply with provincial requirements.

To fulfill this purpose, the report will undertake a thorough, objective and technical examination of the housing needs requirements (both new and existing) and their implications to provide best practices for housing needs delivery in the area.

The Regional District is collaborating with the Town of Osoyoos and Village of Keremeos on the preparation of an Updated Housing Needs Report in order to meet statutory requirements (e.g. December 31, 2024 deadline for completion of such a report).

SECTION 2.0 - THE SERVICES

2.0 SCOPE OF RFP

2.1 Report Process

In April 2019, provincial legislative requirements took effect that require all local governments to collect data and analyze trends in order to assess current and anticipated housing needs. These housing needs reports are to follow provincial reporting guidelines and include historical data, current data, and/or projections on approximately 50 distinct kinds of data related to housing and local economic and demographic conditions. This report provides a summary of current and future housing needs for the Regional District of Okanagan-Similkameen (RDOS) based on the data review. It is important to note that this study provides a potential picture of the current housing situation across the region and estimates how this may evolve over next five years but does not make recommendations on how to address regional housing needs. It is meant to support conversations about housing need and provide decision makers, planners, community members, service providers, businesses, and housing developers with the information they need to undertake future housing work across the region.

A copy of the previously completed 2021 Housing Needs Report (the “Report”) may be accessed using the following link:

<https://www.rdos.bc.ca/assets/PLANNING/AreaX/2020/HNR/HousingAssessment.pdf>

In addition, the provincial government regulations for the housing needs report are located in the Housing Needs Report Regulation B.C. Reg. 90/2019 and may be accessed electronically using the link below: https://www.bclaws.gov.bc.ca/civix/document/id/crbc/crbc/90_2019

To update the Report, the successful Consultant shall:

- review the previously completed [Regional 2020 Housing Needs Report](#) (2021)
- review the previously completed Town of Osoyoos [Housing Needs Report](#) (2020);
- review the existing Provincial regulations relating to the completion of housing needs reports, and familiarize themselves with the new Provincial regulations/guidance to be released in early 2023;
- review the requirements outlined under Sections 3 & 13 (and all other sections deemed to be applicable) of the *Housing Supply Act* and Section 7 (and all other sections deemed to be applicable) of the Housing Supply Regulation;
- collect and review all other available data required to update the Report as will be required by applicable Provincial regulations;
- consult with stakeholders, through a public engagement process, to the extent that will be required under the new Provincial regulations;

- analyze the information above and update the Housing Needs Report to expand population and housing needs projections as will be required by the new Provincial regulations/guidance;
- Present a draft report for review by RDOS staff;
- Prepare a final report and present the findings to the Regional District Board of Directors.

It is the Consultants responsibility to incorporate the new housing regulations and their implications, as they become available from the government and update the Housing Needs Report accordingly.

2.2 Study Timeline

The Updated Housing Needs Report must be completed and delivered to the RDOS as soon as possible but no later than December 31, 2024. Key milestone dates are identified in Figure 1. These dates may change as the Report unfolds.

FIGURE 1 - MILESTONE DATES (approximate)

Milestone	Date
Request for Proposal Issued	February 15, 2024
Request for Proposal Awarded (Work to Commence)	April 4, 2024
Research and Analysis Completed	May 30, 2024
Preliminary Report Submitted	July 31, 2024
Community Engagement Completed (if required)	August 30, 2024
Final Report Submitted	September 31, 2024

The Regional District has budgeted a maximum of **\$50,000.00** (taxes included), for the completion of the Updated Housing Needs Report.

2.3 Form of Services Contract

The basic form of contract the Regional District proposes to enter for the consultant services is attached as Section 4.0 (“The Contract”) of this RFP. The Regional 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.

2.4 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 Regional 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.

SECTION 3.0 - RFP PROCESS

3.1 PROPOSAL CONTENT

3.1.1 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.

3.1.2 Cost Savings and Value Added

Proposals should offer detailed cost savings opportunities, savings obtained through milestone payments or other opportunities that exist but are not discussed in this document. Please quantify and detail the cost savings and other value-added services in your submission.

3.1.3 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 of resumes for each team member acting in a supervisory role.

3.1.4 Scheduling

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

3.1.5 Fees & Disbursements

The proposal will set out all fees and costs to be charged to the Regional District in order to complete the Updated Housing Needs Report.

3.2 RFP PROCESS

3.2.1 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 3.2.2 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.

3.2.2 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	February 15, 2024
Deadline for Questions	March 7, 2024
Last Day for Issue of Addenda	March 10, 2024
RFP Closing Date and Time:	March 14, 2024 @ 2pm
Purchase Order Issued (estimated)	April 5, 2024

Proposals may be submitted by hand up to 2:00pm local time on the closing date to:

Regional District of Okanagan-Similkameen
Reception, 101 Martin Street, Penticton BC V2A 5J9

Proposals may also be sent electronically to the following email address: cgarrish@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 Regional 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.

3.3 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:

“Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the RDOS in accordance with Section 3.2.2 Timetable.

“Contract” means a written contract for the provision of the Updated Housing Needs Report that may result from this RFP, executed between the RDOS and the successful Respondent.

“Proposal” means a Proposal submitted by a Respondent in response to this RFP.

“RDOS” or “Regional District” means the Regional District of Okanagan-Similkameen.

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

“RFP Closing Date and Time” means the date and time that Proposals to this RFP must be received in accordance with Section 3.2.2. The time will be determined by the RDOS web clock.

“RFP” means this Request for Proposals (The Updated Housing Needs Report), including all forms.

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

“Services” means the services which the RDOS seeks to be provided by the successful Respondent, as outlined in schedule A.

“Sub-Contractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

3.4 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 3.2.2 of this RFP.

3.5 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: Christopher Garrish
Senior Manager of Planning
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, B.C. V2A-5J9
planning@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 3.2.2, 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, to be included with the Proponent's submission.

Send General & Technical Enquiries to:

Email: planning@rdos.bc.ca

3.6 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.

3.6.1 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 3.2.2 and include the following documents found under Section 5.0: Price form Methodology form Experience form Exceptions to Contract form Addenda form Conflict-of-Interest form

3.6.2 Scored Criteria:

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

EVALUATION SCORE SHEET

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 <ul style="list-style-type: none"> - Clear understanding of project scope, challenges and solutions required - work plan which meets or exceeds the Regional District's needs - creativity in solutions provided - demonstration of any "value added service" the proponent provides - Ease of client access 	35						
Consultant Experience <ul style="list-style-type: none"> - 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:							

NOTES:

3.6.3 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:

$$\text{Lowest Price} \div \text{Proponent's Price} \times \text{Weighting} = \text{Score}$$

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.

3.6.4 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:

- a) 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.
- b) 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.

3.6.5 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.

3.6.6 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:

- a) Clarification or amendment to the requirements, plus any resulting price adjustments, based on items submitted in the Proposal.
- b) 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.

3.7 Other Terms & Conditions of this RFP Process:

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

3.7.1 Proposals in English:

All Proposals are to be in the English language only.

3.7.2 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.

3.7.3 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.

3.7.4 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.

3.7.5 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.

3.7.6 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.

3.7.7 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.

3.7.8 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.

3.7.9 Conflict of Interest:

All Proponents must disclose an actual or potential conflict of interest, by completing the included Conflict-of-Interest form, 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.

3.7.10 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.

3.7.11 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 Regional 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.

3.7.12 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.

3.7.13 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.

SECTION 4.0

SERVICES CONTRACT FOR “UPDATED HOUSING NEEDS REPORT UPDATE”

THIS AGREEMENT dated the _____ day of _____, 202X.

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

AND: **COMPANY**
address
(the “Consultant”)

GIVEN THAT the Regional District wishes to engage the Consultant to provide certain services to the Regional District and the Consultant wishes to contract with the Regional District to provide such services to the Regional 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 Regional District and the Consultant agree as follows:

4.1 Definitions

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

“Consultant’s Proposal” means the Consultant's written proposal to the Regional District for performance of the Services, dated XXXX XX, 202X, a copy of which is attached.

“Regional District Representative” means the Chief Administrative Officer (CAO), or such other person as the Regional 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 Regional District;

“RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District.

“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.

4.2 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 Regional District and the Regional District Representative;
- e) promptly pay amounts owing to the Regional 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.

4.2.1 Project Scope Modifications

The consultant is advised that the Regional District may modify elements of the project scope where these modifications are in the best interests of the Regional District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The Regional 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 work shall be undertaken in relation to this assignment without the prior written approval of Regional District staff.

4.3 Term

This Agreement shall commence on **XXXX XX, 202X**, and expire on **XXXX XX, 202X**.

4.4 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 Regional District Representative.

4.5 Warranty as to Quality of Services

The Consultant represents and warrants to the Regional 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 Regional District has entered into this Agreement relying on the representations and warranties in this section.

4.6 Remuneration & Reimbursement

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

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

4.7 Taxes

The Regional 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 Regional District.

4.8 Invoices & Payment

Not more than once each month, the Consultant may deliver an invoice to the Regional 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 Regional District shall, to the extent the Regional 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 Regional District.

4.9 Hold Back or Set Off

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

4.10 Regional District's Representative

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

4.11 Indemnity

The Consultant shall indemnify, and save harmless, the Regional 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

4.12 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 Regional 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.

4.13 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 Regional 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 Regional District and to:

- a) name the Regional District as additional insured
- b) include that the Regional 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 Regional District and shall provide that any coverage carried by the Regional District is in excess coverage;
- e) not be cancelled or materially changed without the insurer providing the Regional 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 Regional District Representative, acting reasonably.

4.14 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 Regional 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 Regional District at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy”

4.15 Insurance Certificates

The Consultant shall provide the Regional 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 Regional District.

4.16 Regional District May Insure

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

4.17 Termination at Regional District's Discretion

The Regional District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Consultant. If the Regional 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 Regional 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.

4.18 Termination for Default

The Regional 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 Regional 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 Regional District, if the Regional District terminates part or all of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as the Regional 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 Regional District for any expenses reasonably and necessarily incurred by the Regional 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 Regional District exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The Regional District may set off against, and withhold from amounts due to the Consultant, such amounts as the Regional District estimates shall be required to cover the Regional District's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the Regional District to complete all or any part of the Services.

4.19 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 Regional 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 Regional 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 Regional District and shall furnish the Regional District with such information as the Regional 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.

4.20 Copyright & Intellectual Property

The Consultant irrevocably grants to the Regional District the unrestricted license for the Regional District to use and make copies of for the Regional 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 Regional District the unrestricted license for the Regional District to use for the Regional 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.

4.21 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 Regional District as an agent of the Regional District or has any authority to bind the Regional District in any way whatsoever.

4.22 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 Regional District should the Regional District be required to pay any remittances described above.

4.23 Assignment

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

4.24 Time of the Essence

Time is of the essence of this Agreement.

4.25 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.

4.26 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 e-mail, addressed as follows:

- a) To the Regional District:

The Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, BC, V2A-5J9
E-mail Address: planning@rdos.bc.ca
Attention: Christopher Garrish, Senior Manager of Planning

- b) To the Consultant:

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.

4.27 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.

4.28 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.

4.29 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.

4.30 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.

SECTION 5.0 - CONTRACT

This Section 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 this Section.

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 Section 3.0 ("RFP Process") 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 Section 2.0 ("The Services").
- 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 Section 2.0 ("The Services"):

Scope of Work Item	Fixed Lump Sum Price
Review of existing and updated information	\$
Public engagement process	\$
Draft & final reports	\$
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 Section 2.0 (“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 Regional 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 Regional 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 to provide 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
- Ability to undertake any projects which would rely on information from the Housing Needs Assessment Update project (i.e., Regional Housing Strategy).

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 Section 2.0 (“The Services”):

- 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 Regional 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 Regional 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 Regional 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 Regional District chooses to contact references
- Team strength
- The Regional 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 Project:	
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 Project:	
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 Project:	
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 Regional 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 Section 3.0 (“RFP Process”) 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 Regional 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 Section 3.0 (“RFP Process”) should we be selected as the highest-ranked respondent.

STATEMENT B:

We have read the Contract in Section 3.0 (“RFP Process”) 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: Updated Housing Needs Report Update

CLOSING DATE: March 14, 2024 @ 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 Regional District.

This proposal is open for consideration for 60 days.

FIRM NAME: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____ DATE: _____

PHONE NO. _____ FAX NO. _____

EMAIL: _____

SIGNATURE OF RESPONDENT: _____

PRINT NAME: _____