



RFQ- 05- 24
NON- BINDING REQUEST FOR QUOTE

First Nations Reconciliation Framework – Consulting Services

ISSUE DATE
WEDNESDAY MAY 15, 2024

CLOSING DATE AND TIME
12:00 NOON MONDAY JUNE 24, 2024

CLOSING LOCATION
Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8

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A. PROJECT SUMMARY

Background

Established in 2008, the Strathcona Regional District (SRD) serves Campbell River, Gold River, Ka:'yu:'k't'h'/Che:k'tles7et'h', Sayward, Tahsis, Zeballos, and four electoral areas: A (Kyuquot/Nootka-Sayward), B (Cortes Island), C (Discovery Islands-Mainland Inlets), and D (Oyster Bay-Buttle Lake).

The Regional District provides over 48,000 residents (2021 census) with a diverse range of services, including water & sewage systems, fire protection, land use planning, parks, bylaw enforcement, recreation, broadband, emergency planning, and response.

As noted in the 2023-2027 Board Strategic Plan, the board has prioritized building relationships with First Nations Communities and provide opportunities to explore areas of shared focus and interest.

The following First Nations have communities and traditional treaty and unceded territories within the boundaries of the SRD:

- Ehattesaht,
- Homalco,
- Ka:'yu:'k't'h' / Che: k'tles7et'h',
- Klahoose,
- K'omoks,
- Kwiakah,
- Mowachaht / Muchalaht,
- Nuchatlaht,
- Tla'amin,
- Tlowitsis,
- We Wai Kai and
- Wei Wai Kum

The Truth and Reconciliation Commission's (TRC) Calls to Action call on all levels of government to implement and adhere to the United Nations Declaration on the Rights of Indigenous Peoples Act (UNDRIP). The Act and British Columbia's Declaration on the Rights of Indigenous Peoples Act (DRIPA) provide a framework for reconciliation, to uphold and protect Indigenous Peoples' rights and their enjoyment of those rights.

Through several initiatives and projects, the Strathcona Regional District (SRD) has begun implementing the TRC Calls to Action that align with the UNDRIP and DRIPA. Through its administrative boundaries, the SRD operates and provides services within the territories of twelve First Nations, including a Treaty Nation, that is a voting member on the Board of Directors. Building strong relationships with First Nations communities is a strategic driver of the SRD board. While there remains a significant amount of work ahead, the SRD is committed to furthering its reconciliation efforts by designing and adopting an action oriented Reconciliation Framework uniquely tailored to its position as a regional government.

The SRD has a First Nations Relations Committee (FNRC) which has been active since 2016. In 2021, a First Nations Liaison position was created and filled to assist the FNRC reach its goals and to support the entire organization with relationship building and reconciliation efforts. The FNRC recommended that the SRD develop a First Nations Reconciliation Framework to plan and take measurable steps to building stronger relationships with Indigenous Peoples and advancing reconciliation. The SRD board endorsed this recommendation in January 2024.

Project Purpose

The First Nations Reconciliation Framework will serve as a cornerstone in advancing meaningful reconciliation and strengthening ties with local First Nation communities.

The SRD is dedicated to enhancing its role as a regional government by developing a comprehensive plan to advance reconciliation. To help support Indigenous relations and put the commitment into action, the SRD seeks to create a framework that will guide its work through a lens of reconciliation. The framework will provide a tool to assist staff and elected officials in fostering partnerships, decolonizing policies, nurturing relationships, building trust, and facilitating individual and organizational learning.

The scope of work reflects the SRD's commitment to aligning the framework with the Truth and Reconciliation Commission 94 Calls to Action, the United Nations Declaration on the Rights of Indigenous Peoples Act (UNDRIP) and British Columbia's Declaration on the Rights of Indigenous Peoples Act (DRIPA) along with a community-driven approach to engage and consult with the First Nations whose territories the SRD operates within.

The framework will be developed incrementally, in consultation with interested First Nations.

B. ADMINISTRATIVE REQUIREMENTS

1.0 DEFINITIONS

Throughout this RFQ, the following definitions apply:

"Closing" means the closing date and time specified on the first page of this Request for Proposals.

"Contract" means the written agreement resulting from this Request for Quotations executed by the Strathcona Regional District and the contractor.

"Contractor" means the successful proponent to this Request for Proposals who enters into a written contract with the Regional District.

"Must," "shall" or "mandatory" means a requirement that must be met in order for the proposal to receive consideration.

"Non-Binding" means not a firm commitment.

"NRQ" means Non-Binding Request for Quotation

"Project" means that work to be completed in accordance with this Request for Proposals.

"Proponent" means an individual, company or partnership that submits, or intends to submit, a proposal in response to this Request for Proposals.

"Proposal" means a submission in response to this Request for Proposals.

"RFQ" means this Request for Quotation.

"Should" or "desirable" means a requirement having a significant degree of importance to the objective of the Request for Proposals.

2.0 TERMS AND CONDITIONS

The terms and conditions applicable to this RFQ are contained within this document. Submission of a proposal in response to this RFQ indicates acceptance of all terms and conditions contained herein or in any addenda issued by the Regional District.

3.0 EVALUATION

Proposals will be evaluated by the Regional District based on the criteria identified herein. The intent of the Regional District is to determine the cost of the 3 phases of the project in order to pursue additional funding if required. The quotes are not final and proponents are encouraged to provide options or alternatives that may better suit the project.

4.0 CHANGES TO PROPOSALS

By written notice a proponent may, prior to closing, amend or withdraw its proposal. Upon closing all proposals become irrevocable and may not be amended or withdrawn prior to the deadline for acceptance except where the proponent and the Regional District have mutually agreed to a change for the purpose of entering into a contract.

5.0 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing and submitting their proposals. The Regional District will not be liable for any claims for costs or damages incurred by a proponent in preparing a proposal, loss of anticipated profit in connection with a final contract or any other matter whatsoever.

6.0 CURRENCY AND TAXES

Prices must be quoted in Canadian dollars and exclusive of taxes which shall be shown separately on the Proposal Form. No adjustment of fees or pricing will be made due to international currency fluctuations and/or any import duties and any additional taxes as a result of the contractor sourcing any materials, components and/or labour from international sources.

7.0 SUBCONTRACTORS AND PARTNERSHIPS

If subcontractors are to be used, they must be clearly identified in the proposal. Joint submissions in the form of a partnership or consortium are acceptable including a joint submission by proponents having no formal corporate links. However, each proposal must identify the legal entity which is to be responsible for the overall performance of the work which constitutes the project.

8.0 CONFLICT OF INTEREST

Contracting or subcontracting with any firm or individual whose corporate or other interests could, in the Regional District's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFQ.

9.0 ACCEPTANCE OF PROPOSALS

This RFQ must not be construed as an agreement to purchase goods or services nor as an invitation to perform any service for the Regional District, except as specifically outlined herein. Proposals shall remain open for acceptance by the Regional District for at least 60 days after the RFQ closing date. Proposals must state the latest date for acceptance at the time of submission.

The Regional District is not bound to accept the lowest priced proposal or any proposal. Proposals will be evaluated on the basis of stated criteria and the Regional District is under no obligation to request clarification or further information, whether written or oral, from any proponent prior to completion of the evaluation process.

The Regional District reserves the right to reject any and all proposals for any reason or to accept any proposal in whole or in part which the Regional District, in its sole unrestricted discretion, deems to represent the best value for the Regional District. Proponents acknowledge the Regional District's rights under this clause and absolutely waive any right of

action against the Regional District for failure to accept their proposals whether such right of action arises as a result of negligence, bad faith or for any other reason.

The Regional District reserves the right to enter negotiations with one or more proponents with respect to the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions, or deletions from the terms of any proposals received.

Formal acceptance of any proposal and the subsequent confirmation of project award must not be construed as authority for the proponent to proceed with the project as this will be dependent on the execution of a contract and the fulfillment of any conditions precedent imposed by any authority having jurisdiction over the work or service to be performed.

10.0 CANCELLATION OR DELAY OF RFQ

The Regional District reserves the right to delay and/or cancel this RFQ at any time and for any reason and will not be held responsible for any direct or indirect loss, damage, cost, or expense incurred or suffered by any proponent as a result of such cancellation.

The acceptance of any Proposal and the subsequent execution of a contract may be subject to funding and approval by the Board of Directors of the Strathcona Regional District or any of its delegated authorities.

11.0 CONTRACT

The RFQ is neither an offer nor an agreement to purchase any Services from any supplier. Nor is the RFQ an offer or an agreement to enter, or to select any Proponent to enter into a Contract. The SRD is not bound to enter into a Contract with any Proponent.

Only if the SRD and a Proponent enter into a subsequent full written contract will the proponent acquire any legal or equitable rights or privileges with respect to this project until a contract has been entered into with the Regional District.

12.0 LIABILITY FOR ERRORS

The information contained within this RFQ is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve proponents from conducting their own research and forming their own opinions and conclusions with respect to the matters addressed in this RFQ.

13.0 MODIFICATION OF TERMS

The Regional District reserves the right, at its sole discretion, to modify the terms of this RFQ at any time prior to the closing time. Such modifications will be communicated to all proponents through a formal addenda process.

14.0 FREEDOM OF INFORMATION

Proposals are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* which provides that all information contained therein, with some exceptions, is subject to access by the public. Information that is considered to be confidential or proprietary in nature should be clearly noted as such by the proponent. The Regional District cannot guarantee that any information contained within a proposal will remain confidential if a request for access is made.

15.0 USE OF DOCUMENT

This document, nor any portion thereof, may not be used for any purpose other than the submission of proposals.

16.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Regional District obtained by the Proponent as a result of participation in this RFQ process, other than information that is generally available as part of the public record, is to be treated as confidential and must not be disclosed without prior written authorization from the Regional District.

C. SUBMISSION REQUIREMENTS

17.0 PROPOSAL SUBMISSION

Proposals shall be submitted in one of the following formats:

Electronically in PDF format, along with the signed and dated Proposal Form provided herein, to the secure RFQ submission portal on the SRD’s website. The deadline for receipt of proposals is 12:00 noon Pacific time on June 20th, 2024, at the following address:

<https://srd.ca/uploads/submissions/>

Once submitted, proposals may not be viewed or changed. To make a correction, a clearly labelled corrected version shall be submitted to the portal and an email sent to procurement@srd.ca indicating which version is intended for consideration.

In person delivery or by mail/courier in duplicate complete with one digital copy in portable document format (.pdf file) on a CD, DVD or USB device along with the signed and dated Proposal Form provided. The deadline for receipt of proposals is 12:00 noon Pacific time on June 20th, 2024, at the following location:

Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8

Proposals must be submitted in a sealed package with the name and address of the proponent and the RFQ title clearly marked on the outside.

SAMPLE LABEL

Name of Proponent Address of Proponent
CONFIDENTIAL – DO NOT OPEN
RFQ – 05-24
STRATHCONA REGIONAL DISTRICT 990 Cedar Street Campbell River, BC V9W 7Z8

Late proposals will be disqualified.

Proposals that are conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities may be disqualified.

The person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this RFQ **must execute** the Proposal Form. Unsigned proposals will be disqualified.

Proponents shall be responsible for delivering their proposals in the manner and time prescribed. All submissions must be delivered according to the instructions provided herein and the Regional District will accept no responsibility for documents delivered to any other location.

18.0 PROJECT MANAGER

Proponents are required to designate an individual who shall be the Designated Project Manager (“Project Manager”) for the project. The Project Manager shall be the contractor’s project/construction manager responsible for the delivery of all contracted services to the Regional District. The Project Manager, and not subordinate staff, shall always be responsible for the management of the project. The Project Manager shall attend all meetings of the project team during the term of the project. The Project Manager shall not be replaced without the prior written consent of the Regional District.

19.0 ENQUIRIES

All enquiries related to this RFQ are to be directed, in writing or by email, to:

Strathcona Regional District
990 Cedar Street, Campbell River, BC V9W 7Z8
Phone: 250-830-6700
Fax: 250-830-6710
Email: procurement@srd.ca

Information obtained from any other source is not official and should not be relied upon.

20.0 RFQ ADDENDA

Addenda to this RFQ may be issued prior to closing in response to queries received or at the initiative of the Regional District. Such addenda will be in written form and will be made available on the Strathcona Regional District (www.srd.ca) website. Information contained within RFQ addenda is considered an integral part of the RFQ and should be considered by proponents when responding to this RFQ.

Verbal communications will not be binding unless confirmed by written addenda.

21.0 DISCLAIMER

Each proponent is responsible to review and understand the terms and conditions of this RFQ and the scope of the work described. The Regional District makes no representation or warranty as to the accuracy or completeness of the information contained in this RFQ and proponents are solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFQ and to prepare and submit their proposals. The Regional District will not be held responsible for any loss, damage or expense incurred by a proponent as a result of any inaccuracy or lack of completeness associated with this RFQ, or as a result of any misunderstanding or misinterpretation of the requirements of this RFQ on the part of any proponent.

22.0 EVALUATION CRITERIA

The SRD will evaluate proposals based upon, but not limited to, the following criteria:

Criteria	Points
Methodology and approach	30
Project team and relevant expertise	25
Cost to the Regional District	15
Proposal clarity and layout	10
Demonstrated ability to provide the services within the proposed project schedule	10
Reference checks from similar projects	10

If required, a short list of proponents may be established to be contacted by the Regional District. The purpose for contacting a proponent at this stage would be to gain a greater understanding of the proponent’s proposal as submitted. Depending on the nature of the questions to be answered an interview may also be arranged to facilitate a more in-depth understanding of the proposal.

D. SPECIFICATIONS AND SCOPE OF WORK

23.0 SCOPE OF WORK

PROJECT PURPOSE

The SRD is dedicated to enhancing its role as a regional government by developing a comprehensive plan to advance reconciliation. To help support Indigenous relations and put the commitment into action, the SRD seeks to create a framework that will guide its work through a lens of reconciliation. The framework will provide a tool to assist staff and elected officials in fostering partnerships, decolonizing policies, nurturing relationships, building trust, and facilitating individual and organizational learning.

PROJECT DESCRIPTION

Through the 2023-2027 Strategic Plan, the Board’s primary focus is to foster stronger connections within its communities and environment, provide sustainable service delivery and fortify both internal and external relationships. A key strategic driver is building stronger relationships with First Nations and exploring areas of shared interest. The Reconciliation Framework will serve as a cornerstone in advancing these objectives and strengthening ties with First Nations in the region. The First Nations Relations Committee is particularly eager to embark on this journey meaningfully and positively.

The development of an action-oriented framework which will be grounded in the principles of UNDRIP and DRIPA and the TRC calls to action will be instrumental in providing a process to advance meaningful reconciliation.

To guide the development of the framework, it will be created in collaboration with First Nations who have communities located within the SRD boundaries. Given the number of First Nations, a process to facilitate meaningful engagement and determine nations interest in participating will need to be established. The framework will be developed in a phased approach.

FRAMEWORK GOALS AND OUTCOMES

1. Develop a Reconciliation Framework in alignment with the Truth and Reconciliation Calls to Action, provincial DRIPPA legislation, and federal UNDRIP legislation.
2. Understand the preferred methods and timing for engagement with local First Nations, identify barriers to effective engagement, and devise strategies to overcome or mitigate these barriers.

3. Formulate short-term and long-term action items that support reconciliation and relationship building.
4. Provide an opportunity for interested First Nations to participate on the SRD board.
5. Enhance staff and elected officials' knowledge and cultural competency to strengthen relationships with First Nations and Indigenous peoples.
6. Improve intergovernmental coordination and communication processes to reflect the needs and aspirations of local First Nations.
7. Develop a decision matrix for non-routine land use planning matters.
8. Facilitate mutual understanding of First Nations and SRD goals through Community to Community dialogues.
9. Foster and promote opportunities for First Nations engagement in partnerships with the SRD including establishing a process for protocol agreements and memorandum of understandings.
10. Provide a process to Identify and address embedded colonialism and misaligned with DRIPA/UNDRIP within SRD internal policies, procedures, and by-laws and provide recommendations for alignment.
11. Identifying the touchpoints where the SRD interacts with First Nations groups and how these interactions can be improved.
12. Promote Indigenous arts and culture within the SRD communities.
13. Increase employment opportunities for Indigenous people within the SRD organization and within the region.
14. Support health and wellness strategies and investments that benefit Indigenous communities.
15. Integrate lessons learned and best practices from both public sector organizations and First Nations entities to inform the development and implementation of the Reconciliation Framework.

The development of the framework will be completed in phases. Key Deliverables will include:

Phase One

1. Development of a process to consult and co-create a First Nations Reconciliation Framework with local First Nations. This could include a task force or working group to help facilitate the development and implementation of the framework and action items.
2. Presentation to First Nations Relations Committee for feedback and approval.
3. Presentation to SRD Board of Directors.

Phase Two

1. Complete an internal review to identify policies and processes that are misaligned with DRIPA/UNDRIP and provide recommendations for alignment.
2. Identify opportunities for internal reconciliation efforts.
3. Presentation to First Nations Relations Committee.
4. Presentation to SRD Board of Directors.

Phase Three

1. Create a draft First Nation Reconciliation Framework based on the project's goals and outcomes.
2. Based upon process in Phase 1, present and refine drafts.

24.0 PERMITS AND CERTIFICATES

If necessary, the successful proponent will obtain, at its own cost, all necessary permits to do this project's work. The contractor must provide certificates of conformity with any requirements of authorities having jurisdiction.

25.0 PROJECT SCHEDULE

The Regional District anticipates this project will be completed in phases over the next 3 years. The schedule will be negotiated with successful proponent. Ideally, Phase 1 would be completed in 2024.

Proponents should include in their responses whether they can comply with this timeline. In accordance with the evaluation criteria set out in this document, preference may be given to proponents that can complete the work of the contract within the schedule outlined herein.

26.0 CHANGE IN SCOPE

The Regional District reserves the right to amend the scope of work during the proposed contract term. In such cases, the Regional District would request a quotation from the contractor for the change in scope.

E. CONTRACT CONDITIONS

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a contract with the Regional District that subject to negotiation, may include the following contract clauses:

27.0 COMPLIANCE WITH LAWS

The contractor will give all notices and provide all permits, licenses and other approvals required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract.

28.0 LAWS OF BRITISH COLUMBIA

Any contract resulting from this RFQ will be governed by and will be construed and interpreted in accordance with all laws in affect in the province of British Columbia.

29.0 INDEMNITY

Notwithstanding the provision of insurance coverage by the contractor, the contractor hereby agrees to indemnify and save harmless the Regional District, its officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the contractor, its servants, agents, subcontractors and sub-operators, in providing the services and performing the work of the contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

30.0 INSURANCE

Any contract resulting from this RFQ will require that the contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term:

- a. Comprehensive commercial general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage and including liability assumed under the contract;
- b. Automobile liability on all vehicles owned, operated or licensed in the name of the contractor in an amount not less than \$2,000,000.

The Regional District is to be added as an additional insured and the policy shall contain a cross liability clause. All required insurance will be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change.

The contractor will provide the Regional District with evidence of the required insurance in the form of a certificate(s) of insurance, immediately upon execution and delivery of the contract.

31.0 REGISTRATION WITH WORKSAFE BC

The contractor and any approved subcontractors must be registered with WorkSafe BC and WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the contractor may be required to submit a WCB Clearance Letter confirming all assessments have been paid and the contractor is in good standing. The contractor and any approved subcontractors shall abide by all provisions of the Workers Compensation Act of British Columbia.

F. PROPOSAL FORM

RFQ 05- 24

**CLOSING DATE AND TIME
12:00 NOON PACIFIC TIME JUNE 24TH, 2024**

This form must be completed, signed, and included with the submission.

The undersigned confirms that its submission is in response to the above noted RFQ.

The proponent acknowledges receipt of Addenda # _____ through Addenda # _____.

Proponent:

Address:

**Contact
Name:**

Phone:

Fax:

Email:

Total Fees, Charges and Taxes other than GST	\$
GST	\$
Total Completed Price	\$

Proponents should ensure that all requirements of the RFP are dealt with in their proposal submission and that all materials and products proposed comply with the specifications therein.

Authorized Signature

Name and Title

Date