

REQUEST FOR PROPOSALS
STANDING OFFER AGREEMENT
(Value Driven)

**Collaborative Stewardship Forum:
Technical Services 2019-20**

3 Nations Society and the Government of British Columbia, as members of the Collaborative Stewardship Forum (CSF), are seeking to establish a pool of qualified contractors and consultants to provide technical services related to the delivery of the CSF Program in four Services Areas to the 3 Nations Society.

***3 Nations Society
February 11, 2019***



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Technical Services 2018-19**

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PART 1: INSTRUCTIONS TO PROPONENTS

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals (“RFP”), as any variation from them may result in a proposal being rejected.

1. Proposals must be submitted in electronic form via email by **12:00 am (midnight), March 1, 2019** (the “Closing Time”) to:

3NBCCSF@gmail.com

(the “Closing Location”).

2. Proposals must be submitted to the Closing Location before the Closing Time in the manner outlined in this RFP.
3. Proponents must abide to the following email requirements in submitting their proposals in response to this RFP:
 - a) The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by their internet service provider);
 - b) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If, however, the file size of an electronic submission exceeds the applicable maximum size, the Proponent may submit multiple emails to reduce attachment file size to be within the maximum applicable size. In such an event, Proponents must identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);
 - c) For proposal submissions submitted by multiple emails, the 3 Nations Society reserves the right to seek clarification or reject the proposal if the 3 Nations Society is unable to determine what documents constitute the complete proposal; and
 - d) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents are solely responsible for ensuring that any emails or attachments submitted as part of their proposal are not corrupted. The 3 Nations Society may reject proposals that contain compressed files, cannot be opened or that contain viruses or malware or corrupted attachments.
4. The Proponent is solely responsible for ensuring that the 3 Nations Society receives a complete proposal, including all attachments and enclosures, before the Closing Time and in accordance with the manner outlined in section 3 above.
5. The Proponent must identify in its proposal its business name and address, its subsidiaries and parent companies (if applicable), the title of the proposal enclosed, and the Closing Time.
6. Proposals must be received by email at the Closing Location on or before the Closing Time, as determined by the clock at the Closing Location. Proposals received after this time or at another location will not be considered regardless of the reason for their being late or provided to the wrong location.

7. If a Proponent wishes to verify that its proposal has been received prior to Closing Time, the Proponent may email or call the Project Manager (see section 28 below). The Proponent must identify its business name and confirm that the caller is a duly authorized representative of the Proponent before this information may be released. No other information concerning the proposals will be released under any circumstances prior to proposal review.
8. Proposals may be withdrawn by submitting an email request to the Project Manager, submitted by the Proponent, prior to the Closing Time. After receipt of such a withdrawal request, the proposal will be deleted with confirmation of deletion sent to the Proponent.
9. If discrepancies or omissions are found in the specifications or other documents provided in this RFP, or if any clarification is required, a Proponent may contact the Project Manager. The Project Manager will respond by email or by issuing addenda to all Proponents if necessary. If addenda are issued or if there are any changes to the work, reasonable efforts will be made to inform all Proponents by email prior to the Closing Time. All addenda will become part of the subsequent services contract(s) between successful Proponents and the 3 Nations Society (the "**Services Contract**"), and receipt of addenda must be acknowledged by Proponents in their proposals. Failure to provide such acknowledgement will, however, not alter that all addenda will be incorporated into the terms of Services Contracts. It is the sole responsibility of the Proponent to ensure all addenda issued before the Closing Time were received by the Proponent.
10. Proposals submitted by individuals shall be signed by those individuals. Proposals submitted by partnerships shall be signed by at least one partner. Proposals submitted by corporations shall be signed by properly authorized signing officers.
11. Erasures and/or corrections must be initialled by the person(s) authorized to sign the proposal.
12. **Proposals must be submitted by email**: no proposal faxed, mailed or otherwise delivered to the Project Manager will be considered. Amendments to the proposal may be made by email provided that such amendments are received at the Closing Location by the Closing Time, and are clearly marked as an amendment to a specified proposal. **To maintain the confidentiality of the proposal, an amendment in the form of an email must specify only the change to the proposal and the authorized person submitting the amendment on behalf of the Proponent; the entire proposal should not be re-submitted unless the change has broad implications to the overall proposal.**
13. The property and/or services contracted for are for the use of, and are being purchased by, the 3 Nations Society and are not subject to the Goods and Services Tax or Provincial Sales Tax ("**GST/PST**"). It is the responsibility of the Proponent to apply directly to Canada Revenue Agency for Input Tax Credits on any GST/PST paid.
14. This is intended to be a value-driven process, with proposals to be evaluated on the basis of the evaluation criteria outlined in Part 3 of this RFP. The 3 Nations Society need not accept the lowest priced, the highest ranked, or any proposal, and reserves the right to reject or accept any or all proposals without further explanation.
15. All proposals shall be unconditional, irrevocable and open to acceptance by the 3 Nations Society at any time within *thirty (30)* days after the Closing Time.
16. This RFP does not commit the 3 Nations Society to award any Services Contracts or Standing Offer Agreement ("**SOA**"). The 3 Nations Society reserves the right to cancel this RFP at any time without award or compensation to any Proponents.

17. Failure to comply with any instruction contained in this RFP may be deemed sufficient cause for the rejection of all or part of any proposal. Any items omitted or any special conditions or qualifications added to the proposal (for example, the Proponent's standard terms of sale) may cause the proposal to be rejected, or affect the evaluation of the proposal. No escalation clauses will be accepted.
18. Submission of a proposal shall be deemed to be confirmation that the Proponent acknowledges and agrees to the general terms and conditions of the Services Contracts, as set out in Part 6 of this RFP.
19. Proponents are solely responsible for their own fees and expenses incurred in preparing, presenting, and delivering their proposals.
20. Proponents are solely responsible for delivering their proposals to the Closing Location prior to the Closing Time.
21. If, in the opinion of the 3 Nations Society, any proposal contains a minor defect, or fails in some way to comply with any requirement of this RFP that, in the opinion of the 3 Nations Society, can be remedied without providing an unfair advantage with respect to the other Proponents, the 3 Nations Society may request clarification from the applicable Proponent, and the 3 Nations Society, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity, and accept the proposal. Any failure by the Proponent to provide a written response that, in the opinion of the 3 Nations Society, properly clarifies its proposal within the specified time of receiving a request for clarification may result in rejection of the proposal.
22. Once proposals are received, they become the property of the 3 Nations Society, and will not be returned. Information contained in proposals submitted will be held in confidence.
23. Proponents are only entitled to receive information about their own proposals, and how they were evaluated.
24. After final evaluation, the 3 Nations Society may in its sole discretion, with the highest ranked or any Proponent, negotiate specific terms and conditions that are different or additional to those listed in Part 6 of this RFP. Such changes, if any, shall, however, generally fall within the scope of the RFP, and be limited to those items that would not have a material effect on the ranking of proposals.
25. This RFP, the SOA and future Services Contracts are all subject to the 3 Nations Society purchasing and contracting policies.
26. Each Proponent, by submitting a proposal, irrevocably waives any claim, action or proceeding against the 3 Nations Society and against any of 3 Nations Society's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity and/or any consequential loss for any reason including: any actual or alleged unfairness on the part of the 3 Nations Society at any stage of the RFP process; if the 3 Nations Society does not award or execute an SOA; and, if the 3 Nations Society is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached any of the terms of this RFP.
27. By submitting a proposal, the Proponent agrees that the Proponent has investigated all conditions that may affect the work, and assumes all risks associated with those conditions.

28. Proponents shall direct any questions regarding this RFP to the following:

Norm Maclean* (3NBCCSF@gmail.com , cell: 867 333 9511)
3 Nations Society
113 Kluachon Sub
British Columbia, B.C.
V0J 1K0
Phone: (250) 638-7087

(the “**Project Manager**”) ***email is the preferred method for contacting the Project Manager**

Information obtained from any other source is not official and may be inaccurate.

29. Any questions regarding this RFP should be communicated to the Project Manager no less than two (2) business days prior to the Closing Time to allow the Project Manager sufficient time to reply.

PART 2: STANDING OFFER AGREEMENT – BACKGROUND & SCOPE OF WORK

1. Standing Offer Agreement: Purpose

The purpose of this RFP is to establish one or more SOAs with successful Proponents (“**Contractors**”), for the provision of one or more services outlined in section 4 below. SOAs are used to provide direct access to sources of supply for goods or services, on an as required basis, for a specified time, at pre-arranged prices and delivery conditions. The 3 Nations Society may initiate a call-for-work as required, as per the terms of the SOA. For each call-for-work, a specific Services Contract will be issued. Where a Service Contract is executed, the Contractor agrees to provide the services at the agreed upon fees and terms specified in the SOA; however, the 3 Nations Society provides no guarantee and has no obligation to award any work under the SOA to any Contractor.

2. Project Background

The 3 Nations Society – British Columbia Collaborative Stewardship Forum (the “**3NBC-CSF**”) is an initiative by which the Kaska, Tahltan, and Tlingit Nations (collectively, the “**Three Nations**”) have agreed with the Province of British Columbia (“**BC**”) on the co-design and the building of shared capacity with the goal of shared management of land and resource values across the traditional territories of the Three Nations in British Columbia (the “**Collective Territories**”). The Three Nations and BC have agreed to engage in shared decision-making on the delivery of this program, thereby supporting BC’s commitments to reconciliation, and to implement the *United Nations Declaration of Indigenous Peoples* (“**UNDRIP**”), the *Truth and Reconciliation Commission Calls to Action*, and the *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples*.

The 3NBC-CSF is a 3 year program funded through the Indigenous Funding Envelope. An enabling agreement is currently being finalized, which incorporates the workplan for fiscal year 2018-19. Funding may be renewed each fiscal year, with program delivery carried out through an updated workplan for each fiscal year through to 2021.

The 3NBC-CSF is seeking specific technical resources to assist in delivering specific projects, and provide assistance the delivery of the workplan in year one for research – with focus on shared governance, technical – with a focus on wildlife, facilitation, and communication requirements. The Contractor must be familiar with the Three Nations, their Collective Territories, and their communities. Travel is required and the Contractor will be required to follow the travel instructions outlined in Appendix A.

Currently an enabling agreement is being finalized with the workplan for fiscal year 2018-19 with the delivery of funding just arriving the third quarter of 2018-19. Funding may be renewed each fiscal and delivery of the program will be through an updated workplan for each fiscal year to 2021. This SOA is valid until March 31, 2020.

3. RFP Objective

The objective of this RFP is to obtain the services of Contractors (individual and/or companies) capable of delivering on one or more of the Service Areas described in section 4 below. There are four Service Areas that are required. In their proposals, Proponents may apply for and describe their abilities for any or all of the services. Multiple SOAs can be awarded for each Service Area.

Please note that the budgets below are identified based on the 2018-19 workplan, but once the 2019-20 workplan is completed the budgets will be amended.

4. Description of Service Areas

Service Area #1 – Review of Comanagement Mechanisms, Boards, Agreements, Policies and Legislation

It is the 3 Nations Society's view there are clear commitments by provincial and federal governments to implement UNDRIP, including Free, Prior, Informed Consent. BC has indicated that it is committed to adopting and fully implementing UNDRIP. The 3 Nations Society and the Three Nations are focused on understanding the changes required to advance land and resources management decisions into a co-management framework in the Collective Territories.

BC is committed to work collaboratively on the process to implement the principles of UNDRIP in a respectful manner.

BC and the 3 Nations Society recognise there are existing co-management processes and consent-based decision making models in British Columbia, northern Canada, and internationally from which to learn successes and challenges that can be assessed, and recommendations provided on developing and implementing a successful co-management framework in the Collective Territories.

Assessment of proposals submitted for this Service Area will be based on Proponent qualifications and demonstrated ability to meet specified requirements, perform the services and provide deliverables, including as follows:

- I. Budget: Proposed budget for 2018-19 is up to \$ 60,000, however services will be included for program delivery in year 2019-20 and the budget amended with approval of Year 2 Workplan.
- II. Qualifications: Proponents must meet at least three of the qualifications below:

- At a minimum, a post-secondary diploma/certificate with 3 years' experience working with First Nations, Management Boards, Government to Government Agreements, related legal or policy reviews, or related research.
- Expertise and knowledge of the Three Nations, their Collective Territories, governments, agreements, and their communities.
- At least 3 years of experience working with First Nations on the design, delivery, negotiation, or review of land and resource related programs, comanagement agreements or organizations, governance agreements, or research initiatives.
- At least 3 years of experience working with provincial, federal, or territorial governments on the design, delivery, negotiation, or review of land and resource related programs, comanagement agreements or organizations, governance agreements, or research initiatives.

Preference will be given to Proponents with the following qualifications:

- 3 years' experience implementing Indigenous Government to Government Agreements, Final Agreements, Self-government Agreements, Management Board Agreements in northern British Columbia, Yukon Territory, Northwest Territories, Northern Quebec, Newfoundland and Labrador, or Nunavut.
- Awareness and understanding of the Three Nations.
- Postsecondary degree or at least 5 years' experience on the subject matter.

III. Services: The scope of services for this Service Area include the following:

- Conduct a review and assessment of comanagement initiatives and documentation in British Columbia such as the Final Agreements, First Nation Agreements with consent-based decision making or co-management decision powers, Northern Nations Summit, Northern Nations Alliance, Haida Nation Reconciliation Agreement, and relevant provincial based reconciliation approaches (e.g. policies, programs, legislation, or agreements) between First Nations and Government of British Columbia.
- Review and assess comanagement mechanisms in other jurisdictions (e.g. Canada, New Zealand, Australia) where comanagement is being delivered between First Nation and territorial, provincial, or federal governments through Final Agreements, Comanagement Boards, and First Nation Government Agreements with consent-based decision making or co-management decision powers.
- Conduct an assessment of these situations focusing on the successes and challenges related to the delivery of comanagement in relation to structure/mechanisms, policy, legalisation, funding, and decision implementation. The analysis should be focused on how the successful approaches could be implemented with the Three Nations and BC.
- Engage with the Three Nations' leadership, representatives, and communities to share information and obtain input on the view of comanagement in northwestern British Columbia.
- Engage with Skeena Region Provincial Representatives to share information and obtain input on the view of comanagement in northwestern British Columbia.
- Consolidate the review and assessments into a discussion paper with recommendations on implementing a comanagement framework with the 3 Nations and BC.

IV. Deliverables:

- A report which summarizes the success and challenges of comanagement, identifies the current state of management in the Collective Territories, the views of comanagement

approaches in the Collective Territories, identify incremental opportunities for pilot projects in the Collective Territories, and recommendations with a timeline on the changes required to develop a suitable structure with the required legislative, policy, and decision making mechanisms in northwestern B.C.

Service Area #2: Technical Support for 3NBC-CSF

The 3NBC-CSF is an opportunity for shared design, approaches and delivery of objectives, programs, and specific projects for the Collective Territories of the Three Nations. Additional capacity to deliver the technical requirements of the program is required. A workplan for Year 1 of the program is provided in Appendix D to provide the range of activities being considered which may require some technical support. A key component of the technical support will be assisting the 3 Nations Society and BC project members deliver the 3NBC-CSF with technical representatives from each of the Three Nations.

Assessment of proposals submitted for this Service Area will be based on Proponent qualifications and demonstrated ability to meet specified requirements, perform the services and provide deliverables, including as follows:

- I. Budget: Proposed budget for 2018-19 is up to \$ 155,000, however services will be included for program delivery in year 2019-20 and budget amended with the approval of Year 2 Workplan.
- II. Qualifications: Proponents must meet at least three of the qualifications below:
 - Minimum of a Bachelor's degree in biological sciences- with a focus on wildlife management, natural resource management, environmental sciences, anthropology, or 5 years' experience in land and resource management with a postsecondary diploma.
 - Minimum of 3 years of related experience including field based sampling, analysis, study design, assessment monitoring and reporting of natural resources.
 - 3 years' experience working with First Nations governments, provincial or federal governments, local governments, industry, and non-government organizations on technical land and resource matters.

Preference will be given to Proponents with the following qualifications:

- Awareness and understanding of 3 Nations Society and each of the Three Nations.
- Experience with 3 Nations Society or one or more of the Three Nations.
- Minimum of 3 years' experience in providing technical services in northern B.C. or Yukon Territory.
- Minimum of 3 years' experience providing technical services on land and resource matters with First Nations' governments, communities, provincial/territorial governments, or local governments.

III. Services: The scope of services for this Service Area include the following:

- Support the 3NBC-CSF in the coordination of the 3NBC-CSF operations, programs, and specific projects.
- Provide briefings and reports for each of the Three Nations' Leadership and 3NBC-CSF committee on the delivery of the program including technical, financial, and management requirements.
- Implement broad objectives and monitoring protocols for the delivery of the 3NBC-CSF program

- Where agreed, collaboratively develop methods, protocols and programs with each Nation for the delivery of 3 Nations Society objectives while respecting the specific technical, programs, and information requirements of the Three Nations.
- Develop and implement 3NBC-CSF projects and studies agreed by the 3NBC-CSF Committee for the Collective Territories. This could include developing methodologies, inventories, sampling protocols, or study designs.
- Develop and implement specific projects and studies within one or more of the Three Nation's traditional territory(ies) based on the agreement of such Nation. If a Nation is pursuing the project and studies as part of their respective capacity, monitoring of the project may only be required.
- Review published and unpublished research data, uses statistical techniques to analyse, quantify and synthesize data for scientific based technical reports.
- At the direction of one or more of the Three Nations, be involved in assessing, and reporting project outcomes based on Indigenous Knowledge or non-western science approaches.
- Liaise with the Three Nations' technical representatives on development, implementation, and reporting of program specific project outcomes.
- Be a member of technical and 3NBC-CSF committees and provide technical support including meeting summaries, technical reporting, proposal reviews, budgets, and technical-financial recommendations to support the program.
- Provide technical and logistical support to the other programs related to the 3NBC-CSF.

IV. Deliverables:

- A final report that will: 1) describe in detail the delivery of services with the success and challenges associated with them, 2) discuss the results and outcomes of the 3NBC-CSF objectives for fiscal year 2018-19, including the associated reporting by 3 Nations Society and BC for the program 3) report on the delivery of 3NBC-CSF objectives and workplan for fiscal 2018-19, 4) report the outcomes of any specific projects where technical services were used by one or more of the Three Nations, 4) receive reporting by the Three Nations for specific projects in their traditional territory that did not include technical services, and 5) provide recommendations on the improvement of the delivery of the 3NBC-CSF Program.

Service Area #3: Facilitation Support for 3NBC-CSF

The 3NBC-CSF is an opportunity for shared design, approaches and delivery of objectives, programs, and specific projects for the Collective Territories. It is expected that at times facilitation services will be required to support the delivery of the program with the 3NBC-CSF committee. In addition, engagement with each respective communities, stakeholders and general public by the 3NBC-CSF committee may require facilitation services.

Assessment of proposals submitted for this Service Area will be based on Proponent qualifications and demonstrated ability to meet specified requirements, perform the services and provide deliverables, including as follows:

- I. Budget: Proposed Budget for 2018-19 is up to \$ 60,000, however services will be included for program delivery in year 2019-20 and budget amended with the approval of Year 2 Workplan.
- II. Qualifications: Proponents must meet at least three of the qualifications below:
 - Certified Professional Facilitator.

- In lieu of certification, at least 5 years' experience providing facilitation services to First Nations and governments.
- Postsecondary diploma or degree on natural resource management, environmental sciences, anthropology, law, humanities, or equivalent.
- At least 3 years' experience working with First Nations.
- At least two years of experience providing facilitation services in combined First Nation governments, provincial, federal, local governments, or non-governmental organization processes.

Preference will be given to Proponents with the following qualifications:

- Certified Professional Facilitator.
- Awareness and understanding of the Three Nations.
- 3 years' experience in providing facilitation services in northern B.C. or Yukon Territory.
- 3 years' experience providing facilitation services with First Nations' governments, communities, provincial/territorial governments, or local governments.
- Experience working with the Three Nations' communities.

III. Services: The scope of services for this Service Area include the following:

- Support the 3NBC-CSF in the facilitation of the 3NBC-CSF funds and programs.
- Support the members of 3NBC-CSF in the facilitation of 3NBC-CSF funds and programs with communities, stakeholders, or public.
- Provide engagement strategies for 3NBC-CSF including process design, and terms of reference.
- Provide facilitation support to the other programs related to the 3NBC-CSF.

IV. Deliverables:

- A final report that will: 1) describe in detail the delivery of services with the success and challenges associated with them, 2) report the outcomes of any specific projects where facilitation services were used by the Three Nations, and 3) provide recommendations on the improvement of the facilitation services delivery of the 3NBC-CSF Program.

Service Area #4: Communication and Outreach

Communication and outreach are integral to the success of the 3NBC-CSF: an internal communication process, an external communication plan, and an outreach strategy, are therefore required. It is essential that the communication and outreach plans meet the needs and styles of the governments involved in the 3NBC-CSF. They will also need to be adaptive and innovative.

Assessment of proposals submitted for this Service Area will be based on Proponent qualifications and demonstrated ability to meet specified requirements, perform the services and provide deliverables, including as follows:

- I. Budget: Proposed budget for 2018-19 is up to \$60,000, however services will be included for program delivery in year 2019-20 and budget amended with the approval of Year 2 Workplan.
- II. Qualifications: Proponents must meet at least three of the qualifications below:
 - Diploma or undergraduate degree in Communications, Public Relations, Journalism, English or equivalent.
 - At least 2 years' experience working with First Nations.

- Experience writing and editing communications materials.
- Experience using software such as Adobe Acrobat, Photoshop and Illustrator.
- Experience working with social media and developing social media strategies.
- At least two years of experience providing communication services to First Nations' governments, communities, provincial, federal or local governments, or non-governmental organizations.

Preference will be given to Proponents with the following qualifications:

- Awareness and understanding of the Three Nations.
- 3 years' experience in providing communication services in northern B.C. or Yukon Territory.
- 3 years' experience providing communication services with First Nations' governments, communities, provincial/territorial governments, or local governments.
- Experience working with the Three Nations' communities.

III. Services: The scope of services for this Service Area include the following:

- Consult with 3NBC-CSF members to identify communications priorities, requirements and objectives.
- Support the communication needs of 3NBC-CSF members.
- Recommend options and approaches to achieve communications objectives including strategies for communicating new or emerging policies, initiatives or projects.
- Research and verify content from a variety of information sources (e.g., subject matter experts, ministry service plans, policies and legislation, internet).
- Write and edit a variety of communication materials such as web content, articles, editorials, brochures, publications, speaking notes, briefing notes, presentations and other written communication products.
- Ensure communication materials are accurate, appropriate in language and tone for the audience, consistent with policy, and in compliance with communications standards.
- Serve as a writing resource on 3NBC-CSF initiatives or projects by providing advice and guidance.
- Identify target audiences and develops options that maximize the impact of communications.
- Provide cost estimates regarding printing, publishing or other related communications matters, and/or monitors the performance of contractors and verifies that contract deliverables have been received (e.g., web development, graphic design and advertising).
- Maintain information databases and provides ad hoc and/or regular reports and statistics.
- Develop and implement a social media strategy.
- Support the 3NBC-CSF in providing communication services of the 3NBC-CSF funds and programs.
- Support the members of 3NBC-CSF in providing communication services of 3NBC-CSF funds and programs with communities, stakeholders, or public.
- Provide providing communication services support to the other programs related to the 3NBC-CSF.

IV. Deliverables:

- A final report that will: 1) describe in detail the delivery of services with the success and challenges associated with them, 2) report the outcomes of any specific projects where communication services were used by one or more of the Three Nations, and 3) provide recommendations on the improvement of the communication and outreach delivery of the 3NBC-CSF Program.

5. Term

The SOA will commence on March 11, 2019 and terminate March 31, 2020. These dates are not guaranteed, and may change based on circumstances.

6. Travel and Disbursements

All travel is based on the requirements listed in Appendix A. The disbursement, software, and rental costs are the responsibility of the Contractor and will be included in the Services Contract price. All costs above and beyond the Services Contract price are the sole responsibility of the Contractor.

PART 3: PROPOSAL EVALUATION PROCESS

1. Method of Evaluation

All proposals received pursuant to this RFP will be evaluated as per the criteria listed in section 3, below. A 3 Nations Society proposal evaluation committee will be formed to evaluate proposals.

Proposals will be evaluated on the basis of criteria listed in this RFP and only on information contained in the proposals submitted in accordance with this RFP. The 3 Nations Society may request clarification from a Proponent with respect to the contents of its proposal. Such clarification may, however, not result in a material or substantive change to the proposal.

The Project Manager reserves the right to refrain from entering into a Services Contract if the individual requested is not available to carry out the work.

2. Evaluation Criteria

Proposals will be evaluated based on the criteria listed below in section 3. For proponents submitting a proposal for multiple Service Areas, a separate evaluation will be carried out for each. **Proponents must provide responses to the evaluation criteria (i.e. section 3 below) separately for each Service Area of interest for which a proposal is submitted.**

Proponents must ensure that the information they provide includes sufficient material to enable the 3 Nations Society to assess their capabilities in the Service Areas indicated. Proposals will be graded to reflect the quality of the response.

3. Criteria Weighting

	TECHNICAL EVALUATION	Total Points
1)	<p>Qualifications & Experience:</p> <ul style="list-style-type: none"> Provide a brief resume of projects completed in the Service Area of interest. <p>(100 points)</p> <p>Ideally, the Proponent will be qualified to perform all services within the Service Area of interest.</p> <ul style="list-style-type: none"> For two or more projects completed in the Service Area of interest, describe: <ul style="list-style-type: none"> a) the project (scope, location, methods) b) the duration of the project (calendar dates and weeks/months of work) and how you met the timelines and schedule of the project c) the relevant skills applied, d) the project deliverables, and e) the roles of project team members. <p>Projects must clearly demonstrate the diversity and complexity of all skills relevant to the Service Area of interest (i.e. services within the Service Area). It will be assumed the Proponent lacks any relevant skills that are not clearly demonstrated and thus cannot perform services within the Service Area that are related to those skills.</p> <p>Provide a reference for each project described</p> <p>(400 points; Minimum score for Pass is 250)</p>	500
2)	<p>Methods/Work plan</p> <p><i>Briefly</i> describe (1 page max) the general approach you would take to complete the tasks described which applies to each of your proposed Service Area(s) of interest.</p> <p>Please provide some example tasks for each Service Area if you wish to include them</p> <p>Service Area 1: Service Area 2: Service Area 3: Service Area 4:</p> <p>(200 points)</p>	200
3)	<p>Northern Content</p> <p>Describe the northern content of your proposal, in terms of:</p> <ul style="list-style-type: none"> a) How your work will add value to the northern economy; and b) The percentage of time that will be spent by northern resources compared to that spent by non-northern resources. 	100

	(100 points)	
	TOTAL TECHNICAL AND ORGANIZATIONAL COMPETENCE:	800
4)	Price Please provide an hourly or day rate as part of the proposal Please indicate if the travel rate is different than the business rate Lowest price proponent = 400 points For all other proponents: Lowest price / Next lowest price X 400 points = # points awarded	400
	TOTAL PRICE CONSIDERATIONS:	400
	TOTAL POINTS	1,200

Total the points from sections 1 – 4.

Proposals scoring less than 500/800 on the Qualifications and Experience and/or 700/1200 points in total will be considered technically unacceptable and will not be considered for a SOA.

All proposals that meet these minimum point requirements will be included in the SOA.

The proposal with the greatest number of points is the highest ranked proposal. Where two or more proposals are scored equally, the proposal with the highest technical score will be ranked higher.

PART 4: PROPOSAL FORMAT

1. General Format

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration.

- a) Signed and completed Proposal form “A” (Appendix B);
- b) Title page identifying the RFP-SOA;
- c) Table of contents, including page numbers; and
- c) The body of the proposal, i.e. The “Proponent Response”.

All pages should be consecutively numbered.

2. Copies

The 3 Nations Society reserves the right to make additional copies of all or part of the Proponent’s proposal for internal use, or for any other purpose required by law.

3. Consent to Investigation

In order to assist the 3 Nations Society in determining the best qualified and capable Proponent, the 3 Nations Society reserves the right to make any investigations of a Proponent's business experience, financial capability and business practices as deemed necessary. The Proponent agrees to permit and cooperate with such investigations.

4. Conflict of Interest

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, as determined in the 3 Nations Society's sole discretion, give rise to a conflict of interest in connection with any Services Contract that may be awarded pursuant to an SOA.

PART 5: PROPONENT RESPONSE

To receive full consideration during proposal evaluation, Proponents should clearly describe (i) how the Proponent meets all the mandatory criteria and as many aspects of the desirable criteria as possible, (ii) how the Proponent proposes to carry out the applicable scope of work outlined in Part 2, and (iii) include the proposed pricing schedule in a single table.

A meeting with proponents for one or more Service Area to answer questions or discuss the proposed work may occur February 25th, 2019 if sufficient numbers of proponents request this occur by February 20th, 2019. Otherwise, responses to proponent will occur through email or phone by the Project Manager.

PART 6: GENERAL CONDITIONS OF THE SERVICES CONTRACT

The terms and conditions contained herein shall apply to any individual Services Contract(s) issued pursuant to the SOA. In the event of conflict between terms and conditions of this RFP and the 3 Nations Society standard contract form, the terms and conditions of this RFP will prevail.

For the purpose of interpretation, 3 Nations Society is the "Owner" in this Services Contract, and the successful Proponent is the "Contractor".

1. **TIME OF ESSENCE** Time is of the essence of this Services Contract.
2. **COMPLETION** This Services Contract will be for the completion of the applicable services described in Part 2 of the RFP.
3. **CONFIDENTIALITY** The Contractor shall treat as confidential and shall not, without the prior written permission of the Owner, publish, release or disclose or permit to be published, released or disclosed either before or after termination of this Services Contract, any information supplied to, obtained by or which comes to the knowledge of the Contractor under this Services Contract. The Contractor shall ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the Services Contract, are strictly controlled, to the satisfaction of the Owner.
4. **PERFORMANCE** The Contractor shall carry out its obligations under this Services Contract to the complete satisfaction of the Owner. The Contractor shall:
 - a. work on its own premises, with its own workstations and software;
 - b. maintain close contact with the 3NBC-CSF committee and 3 Nations Society coordinators and specific project leads as needed for direction, review, feedback, and acceptance of services and deliverables;

- c. attend meetings as required in person, by telephone, or by video or tele-conference (Skype or a similar service that is acceptable to the 3 Nations Society); and
 - d. commit resources to dedicated periods of work as determined with the 3 Nations Society.
5. **WARRANTY BY CONTRACTOR** The Contractor warrants that the Contractor is competent to perform the work required under this Services Contract, and has the necessary qualifications, including the knowledge, skill and ability, to perform the work.
6. **GOVERNING LAW** This Services Contract shall be deemed to have been made in and shall be interpreted and enforced in accordance with the laws in force in British Columbia.
7. **LAWS, PERMITS AND BY-LAWS** The Contractor shall comply with all laws and regulations applicable to the place of the work, and shall pay for all permits and certificates required in respect of this Services Contract.
8. **BUSINESS LICENSE** The Contractor must obtain and maintain throughout the term of this Services Contract a valid business license applicable to the location of this Services Contract.
9. **WORKERS COMPENSATION** The Contractor must obtain and maintain throughout the term of this Services Contract workers compensation coverage applicable to its employees and the location of the Services Contract. The Contractor must provide proof of such coverage to the Owner; the Owner may withhold payment pursuant to this Services Contract until such proof is provided to the satisfaction of the Owner.
10. **INTERPRETATION** Should any dispute arise regarding the meaning or intent of this Services Contract, the Owner will make a decision which will be final.
11. **EXECUTION OF THE WORK** The Contractor shall provide all necessary labour, materials, tools and equipment to carry out the work, and shall carry out the work in a careful and professional manner and to the satisfaction of the Owner throughout the term of this Services Contract. A failure on the part of the Contractor to complete services and deliverables as agreed to or to the standard required by the Project Manager may be cause for the Owner to withhold payment and/or terminate this Services Contract. The Owner may review the work at any point during the term, and may, in its sole discretion, withhold payment and/or terminate this Service Contract based on the results of such reviews.
12. **NO ASSIGNMENT** Without the prior written consent of the Owner, which consent will be provided in the Owner's sole discretion, the Contractor shall not assign or sublet this Services Contract or any of the Contractor's rights, benefits or monies accruing hereunder, and any purported assignment without such consent will be void and of no force or effect.
13. **CHANGES** Changes to the Services Contract may only be made on prior written approval from the Owner. Any resulting adjustment to the contract price must first be agreed to by the Owner and the Contractor and must represent the reasonable and proper costs incurred by, or savings accruing to, the Contractor.
14. **DELAY** No payment will be made for any extension of the completion date for this Services Contract granted by the Owner to the Contractor due to delay encountered during the execution of this Services Contract, unless such delay was directly caused by the Owner as confirmed by the Owner in its sole discretion.

15. **SUSPENSION OF WORK** In the event that any work is suspended, the Contractor will arrange for protection of such work as directed by the Owner. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work as a result of suspensions directly caused by the Owner as confirmed by the Owner in its sole discretion.
16. **TERMINATION** The Owner may at any time, upon 6 days' notice in writing to the Contractor, suspend or terminate this Services Contract for reasonable cause. The Owner may additionally terminate this Services Contract without cause by giving the Contractor 6 days' written notice of its intention to terminate. The Owner's obligation to make payment to the Contractor will cease when payment for the work satisfactorily performed has been made. Unless otherwise directed by the Owner, the Contractor shall continue in good faith the work until the date of termination.
17. **CO-OPERATION AND MAKING GOOD** The Contractor shall perform the work under this Services Contract with minimum disturbance to personnel and the public and will ensure that the health and safety of persons occupying adjacent or contiguous parts of the building or project is protected. The Contractor shall obtain the approval of the Owner for the hours during which the work will be performed and shall provide a work schedule for approval by the Owner before commencing the work, unless otherwise directed by the Owner.
18. **PROPERTY OF THE OWNER** The Contractor shall be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of this Services Contract, unless and to the extent that such loss or damage is caused or contributed to by the Owner.
19. **FACILITIES** The Contractor shall comply with all rules, policies and standards governing access to, and use of, facilities owned or occupied by the Owner and in or around which the Contractor will be working. The Owner shall provide the Contractor with copies of, or information regarding, applicable rules, policies and standards applicable to such facilities owned or occupied by the Owner.
20. **PAYMENT** The Contractor shall submit monthly invoices to the Owner. Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 days after receipt thereof. As the contract price is not subject to GST/PST, the Contractor's invoice must show the amount claimed for work satisfactorily performed, excluding GST/PST.
21. **INTEREST ON OVERDUE ACCOUNTS** If the Owner fails to make payment to the Contractor within 30 days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid accounts provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly.
22. **DEDUCTIONS** The Contractor shall pay all valid claims for wages and other fees and expenses it incurs in respect of this Services Contract, as and when such claims become due. If the Contractor fails to do so, the Owner may do so and deduct from monies owing to the Contractor by such sums including: any outstanding wages owing to persons employed to perform this Services Contract; any assessments of applicable health and safety, unemployment insurance and/or workers' compensation boards relating to this Services Contract; and any other claims, charges or encumbrances arising in any manner whatsoever from the operations of the Contractor which the Owner determines, in its sole discretion, to be valid and enforceable. The Owner may also set off against amounts owing to the Contractor any sums owing by the Contractor to the Owner.

23. **WORKERS** The Contractor shall ensure that all workers engaged in this Services Contract are competent and qualified to carry out their duties and responsibilities. The Contractor shall be responsible for all assessments, returns, remittances, and deductions in respect of the Contractor's workers under the applicable workers compensation legislation, unemployment insurance legislation, income tax legislation and pension plan legislation.
24. **INDEMNIFICATION** The Contractor shall indemnify and save harmless the Owner from and against all claims, demands, losses, damages, costs, fees, expenses, actions and suits that may arise, directly or indirectly, from its performance of this Services Contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its subcontractors and/or any of their agents or employees with respect to this Services Contract.
25. **INSURANCE** The Contractor, during the period of time this Services Contract is in force and during any warranty period stated in this Services Contract, will provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner.
- Commercial General Liability Insurance with a minimum liability limit of \$2,000,000 per occurrence covering bodily injuries and property damage and including the Contractor's premises, property and operations; contingent liability with respect to the Contractor's subcontractors; and contractual liability covering the Contractor's liability under this Services Contract with the Owner;
 - Automobile Insurance in accordance with all applicable legislation, covering all vehicles used in the performance of this Services Contract; and
 - Aircraft Liability Insurance with a minimum liability limit of \$5,000,000 per occurrence, if aircraft are to be used in the performance of this Services Contract.

In addition, professionals may be requested to provide proof of professional liability insurance.

The Contractor shall ensure that:

- each insurance policy states that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to the Owner;
- any deductible is borne in full by the Contractor; and
- the Owner is listed as an additional insured on all insurance policies contemplated in this Services Contract, except Professional Liability insurance and Automobile insurance.

Preceding the start of any work under this Services Contract, the Contractor shall provide the 3 Nations Society with a certificate of insurance showing that all required coverage is in force.

If the Contractor fails to provide, maintain and pay for insurance as required by this section 25, the 3 Nations Society shall have the right to obtain and pay for the required insurance, the cost of which shall be payable on demand by the Contractor. The 3 Nations Society shall have the right to offset such amounts from monies due to the Contractor if not paid within 15 days.

26. **ACCESS TO WORK** The Contractor shall permit the Owner and/or its representatives to have access to the work at all times during the execution of the work and shall co-operate fully with other contractors or workers sent to the place of the work by the Owner.
27. **OWNERSHIP** The Owner is the sole and exclusive owner of any material produced under this Services Contract. Without the prior written approval of the Owner, the Contractor shall not use or disclose for any purpose (other than for the Work) any material produced under this

Services Contract. In this section 27, "material" includes both tangible and intangible (including intellectual) property.

28. **ENTIRE AGREEMENT** This Services Contract, the RFP and the proposal submitted by the Contractor (including amendments submitted in accordance with the RFP), constitute the entire agreement between the Parties in respect of the subject matter of this Services Contract and supersedes all previous negotiations, communications and other agreements in respect of it, unless they are specifically incorporated by reference into this Services Contract. Where a conflict exists between any provision of this Services Contract and a provision of the Proposal, the provision of this Services Contract shall prevail.
29. **WAIVER** The failure by the Owner to exercise or enforce any of the terms or conditions of this Services Contract will not constitute or be deemed a waiver of the Owner's rights to enforce each and every term of this Services Contract. The failure by the Owner to insist upon strict performance of any of the terms or conditions of this Services Contract will not be deemed a waiver of any subsequent breach or default in the terms or conditions herein.
33. **PRICING** Prices quoted in the proposal are to remain firm, except that if the Contractor offers the service or product for public sale at a lower cost, the Contractor shall immediately extend the same or better pricing to the Owner pursuant to this Services Contract.

Appendix A - Travel Instructions and Allowances for Contractors

Travel Rates for 3 Nations Society

Mileage	\$0.54/km
Airfare	Receipt
Full Day Perdiems	\$82.52 (includes \$15.87 Incidentals)
Breakfast	\$13.53
Lunch	\$13.78
Dinner	\$39.33
Private Accommodation	\$50.00
\$50 taxi in Vic/Vancouver	\$50.00
Outside Vic/Van	Receipt
Hotel	Receipt
Other	Receipt

Appendix B - Proposal form "A"

PROPONENT SECTION:

For proposals, a person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal. An electronic signature is deemed to be an original signature and indicates agreement with the below statement. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals ("RFP"), including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the RFP and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the RFP, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative:

Printed Name of Authorized Representative:

Title:

Legal Name of Proponent (and Doing Business As Name, if applicable):

Address of Proponent:

Date:

Authorized Representative phone, fax or email address (if available)

Appendix C – 3NBC-CSF Fiscal 2018-19 Workplan

This table includes items that have been identified for completion in Year 1 (ending March 2019), as well as additional work categories being considered for Year 2 (April 2019 to March 2020). Note that due to timeline constraints, items planned for Year 1 may be deferred to Year 2.

Purpose	Project	Area	Deliverables	Notes
Governance Category				
Clear understanding of how all parties work together, capacity	Development of 3NBC-CSF governance structure (operational and governance)	Collective Territories	Explicit governance structure	
Working towards co-management and consent-based decision-making*	Identification and establishment of consent-based decision-making projects for lands and resources	Collective Territories	Identified existing or new opportunities for piloting co-management	
Wildlife Management Category				
Monitoring the effectiveness of hunting regulation changes, including land use and hunter activity outside of Moose Hunting Areas	Traffic monitoring, surveys of communities and indigenous and non-indigenous hunters, joint patrols by guardians and COS	Collective Territories	Baseline information on land use and hunting activity	
Moose Management Planning and Implementation	Development of Moose Population Action Plans or Subcomponents	Collective Territories	Each nation will identify populations and priorities for management planning	Include scoping and identifying co-management opportunities with assistance from a technical capacity (see governance)
Strategies to share practices of traditional knowledge and harvest, as well as data	Development of information, sharing requirements, and technology	Collective Territories	Information-sharing protocols for each nation, with input from communities and reviewed by legal counsel	

Purpose	Project	Area	Deliverables	Notes
Integrated harvest management based on all sources of knowledge for assumptions, assessing and collecting harvest data in the 3 Nations territories	Create assumptions, harvest analysis techniques, harvest unit modifications, and recommendations for BC licenced harvest data collection and analysis	Collective Territories	<ul style="list-style-type: none"> • Identification of key species • Review of wildlife management unit boundaries • Standardized ratio of harvest for analysis using CI data, community knowledge, TK • Recommendations, including legislative, for provincial harvest management program, wildlife management units and regulatory assessments/techniques 	Include vision on transformative approach for wildlife harvest management
Wildlife health	Health sampling program for identified wildlife species	Collective Territories	<ul style="list-style-type: none"> • Annual training program • Funding program for community members who collect or submit samples • Coordinated sharing of health sampling results • Standardized process for collection and submission for analysis with reporting requirements 	
Conflict wildlife	Human-wildlife conflict reduction	Collective Territories	<ul style="list-style-type: none"> • Annual reporting for conflict wildlife, including industry reporting • Annual report incorporating community, industry and provincial reporting for human-wildlife incidents • Community and guardian training in prevention 	

Purpose	Project	Area	Deliverables	Notes
Access Management	Up-to-date inventory of status and non-status roads	Collective Territories	<ul style="list-style-type: none"> • Identification of study areas • Agreement on resolution and coverage of digital data • Acquisition of digital data and sharing with members • Development of decommissioning strategy and schedule 	Identify study areas in Year One Consider Year 2 for funding
Wildlife Inventory Category				
	Atlin East (6-25) Sheep	Atlin East sheep	<p>Updated population estimate for Atlin East sheep polygon</p> <p>Enough information to make informed decisions on how to improve relationship with sheep/management</p>	
	6-23, 24 and 7-52,51,54 Liard Post-rut Moose Composition Surveys	WMU 6-23 and 6-24	Information on sex ratios and post-hunt distribution in areas near communities and inside and outside of Moose Areas	This project would support post hunt sex distribution and hunting regulation monitoring
	Turnagain Post Rut Moose Composition Surveys	Turnagain	Information on sex ratios and post-hunt distribution in shared area with significant moose harvesting	Seek information from Kutcho Copper on baseline inventory plans. Reconsider for Year 2 funds
	Tsenaglode, Edziza Caribou surveys – information review	Tsenaglode and Edziza caribou herds	Review of available information and planning for survey in Year 2 or 3	Consider as larger caribou survey program with Horseranch, LRG, etc...
	Klappan Moose Guardian Observation Study	Klappan	Information on sex ratios and post-hunt distribution in an area with significant moose harvesting.	Funding required will depend on how much is delivered through program dollars for guardian funding.

Purpose	Project	Area	Deliverables	Notes
Examples of additional categories considered for Year 2 Work-planning				
Education and Community Engagement	Including outreach materials, signage, community meetings, cultural awareness education, etc.	Collective Territories	TBD	
Climate and Invasive Species	Including invasive plant and animal species management and prevention, monitoring wildlife range expansion, collecting climate change data, etc.	Collective Territories	TBD	
Aquatic Monitoring	Water quality sampling program, watershed health assessments, etc.	Collective Territories	TBD	
Habitat	Biogeoclimatic ecosystem classification, moose habitat suitability monitoring, habitat restoration, etc.	Collective Territories	TBD	