

# REQUEST FOR PROPOSAL

Greater Victoria Harbour Authority: First Nations Co-Management



Monday October 21, 2024: RFP issued by GVHA

Friday November 1, 2024 at 4:00pm PST: Deadline to submit inquiries (2.3) to [JKitts@GVHA.ca](mailto:JKitts@GVHA.ca)

Monday November 25, 2024 at 4:00pm PST: Deadline to submit proposal

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## 1.0 INTRODUCTION

### 1.1 REQUEST FOR PROPOSAL

Greater Victoria Harbour Authority (“GVHA”) invites interested parties with relevant and extensive experience to submit a Proposal under this Request for Proposal (“RFP”) to provide consulting services related to GVHA’s objective of **establishing a co-managed port**.

This RFP is for consulting services and a deliverable report. A detailed scope summary of the project is provided as **Schedule D** in this RFP (the “Scope”)

The Selected Proponent will be responsible, subject to the Contract, for the Services set out in **Schedule D**.

This RFP document describes the supply of services sought by GVHA and sets out GVHA’s RFP process, evaluation and selection process and Proposal requirements. Proponents must demonstrate through their Proposal that they are qualified, able and willing to fulfil the work identified in the Scope.

GVHA makes no representations or warranties with respect to this RFP.

### 1.2 NOT A TENDER

This is a Request for Proposal only and not a tender call.

### 1.3 GREATER VICTORIA HARBOUR AUTHORITY

GVHA was incorporated as a not-for-profit corporation in February 2002 under the BC Society Act. GVHA's Board is comprised of Directors representing its 8 member agencies and organizations (Esquimalt Nation, Songhees Nation, City of Victoria, Township of Esquimalt, the Victoria/Esquimalt Harbour Society, Destination Greater Victoria, the Greater Victoria Chamber of Commerce, and the Capital Regional District). It also comprises four independent directors.

GVHA is responsible for the operation, maintenance, and development of waterfront lands and marine facilities located on Victoria’s inner and outer harbour, including the Breakwater District at Ogden Point (Victoria Cruise Ship Terminal), Fisherman’s Wharf, the Inner Harbour Customs Dock, the Lower Causeway, Ship Point, James Bay Public Boat Launch and Wharf Street, Hyack Docks and Johnson Street Docks.

Acting as an advocate for the harbour, GVHA is working to improve its function as a working harbour and a marine transportation advocate with a strong focus on tourism, harbour employment and environmental stewardship.

### 1.4 BUSINESS OPPORTUNITIES

As part of its commitment to ongoing collaboration, dialogue, and partnership with X<sup>w</sup>sepsəm Nation and Songhees Nation, GVHA was founded with the principle of First Nations Relationships. The Nations have been on GVHA’s Board of Directors since its establishment in 2002. GVHA is also committed to the [Partnership Accreditation in Indigenous Relations program](#), administered by the Canadian Council for

Indigenous Business. Proponents are encouraged to identify opportunities for Indigenous business engagement, skills training, and employment in their Proposals in support of GVHA objectives. For further information please click or visit [www.gvha.ca/first-nations-partnerships](http://www.gvha.ca/first-nations-partnerships).

## 2.0 INSTRUCTIONS TO PROPONENTS

### 2.1 DEFINITIONS

In this RFP, the following definitions shall apply:

*“Affiliated Person”* has the meaning set out in the Income Tax Act (Canada).

*“Proponent”* means an entity or individual that submits a Proposal.

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

*“Contract”* means a formal written contract between GVHA and a Selected Proponent to undertake and provide the Goods and Services.

*“GVHA”* means the Greater Victoria Harbour Authority.

*“GVHA Project Manager”* means the person from GVHA appointed to function as the authorized representative for GVHA related to this Request for Proposal.

*“Successful Proponent”* means the person, partnership or corporation selected by GVHA to provide the required Services, following the execution of a binding contract with GVHA. GVHA reserves the right to not select a Successful Proponent in respect of this RFP.

*“Services”* or *“Work”* means the scope of Services and Work set out in Section 3.

*“Terminal Operator”* means Western Stevedoring Company Ltd.

### 2.2 EXAMINATION OF RFP

Proponents will be deemed to have carefully examined the RFP and Scope prior to preparing and submitting a Proposal with respect to all facts that may influence a Proposal.

### 2.3 ENQUIRIES AND ADDENDA

In order to ensure that all addenda and clarifications are received, invited Proponents are required to email the Project Manager **Judy Kitts** (Director, First Nations Engagement) at [JKitts@gvha.ca](mailto:JKitts@gvha.ca) regarding any discrepancies or omissions in the RFP or having any doubts as to the meaning or intent of any provision.

If there are any changes, additions, deletions to the Proposal Scope, conditions, or closing date, GVHA will issue a written addendum that will form part of this RFP.

Any changes relating to this RFP will be provided to Proponents by means of written addenda, which will be published on GVHA's website: [www.gvha.ca](http://www.gvha.ca), as well as through any other means by which this RFP was issued.

The Proponent shall be deemed to have acknowledged such addenda; and by submitting a Proposal each Proponent shall be deemed to have agreed with this process related to addenda.

The Proponent is to confirm receipt of all Addenda or clarifications received as per Section A: Form of Proposal.

Information given orally will not be binding. Verbal discussion with the GVHA Management, or staff, shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

## 2.3 PROPOSALS

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

## 2.4 PROPOSAL SUBMISSIONS

All Proposals must be submitted electronically in PDF Format by email and be no larger than 30 MB, with the RFP reference, *GVHA – Co-Management* stated on the subject line. Proposals will be accepted by GVHA only, via email to [JKitts@gvha.ca](mailto:JKitts@gvha.ca) (the "Delivery Location"). Proposals will not be read in public.

To participate, a Proponent must submit its Proposal to GVHA, in accordance with the instructions set forth in this RFP, before the Closing Date and Time.

## 2.5 AMENDMENTS TO PROPOSALS

Proposals may be revised by amendment, submitted by email to the Delivery Location set out in the Summary of Basic Information, at any time before the Closing, but not after. An authorized signatory of the Proponent must sign an amendment in the same manner as the original. Fax or written hand delivered amendments are not permitted

## 2.6 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of a Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against GVHA will be accepted. GVHA shall not be responsible for any costs involved in or associated with any meetings, discussion, or negotiation following submission, nor any element of the submission, whether that submission leads to acceptance of the Proposal and award of a contract.

## 2.7 LIMITATION OF DAMAGES

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process,

more than an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

## 2.8 PROPOSAL EVALUATION

GVHA recognizes that “best value” is the essential part of purchasing a product and/or service and therefore GVHA may prefer any Proposal, if it offers greater value and better serves GVHA’s interests, as determined by GVHA, over another Proposal. **Schedule B** contains the information regarding how Proposals are to be evaluated. The Evaluation Team will not be limited to the criteria listed in Schedule B, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

GVHA, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not
- Reject any Proposal it considers not to be in its best interests
- Reject any Proposal that does not meet GVHA’s financial objectives
- Waive any minor irregularity or insufficiency in the Proposal submitted
- Not be liable for misunderstandings or errors in the RFP
- Issue addenda to the RFP
- Contact references provided by the Proponents
- Retain independent persons or contractors for assistance in evaluating Proposals
- Request points of clarification to assist GVHA in evaluating Proposals
- Negotiate changes with the successful Proponent
- Award separate contracts for separate work components
- Withdraw the RFP and,
- Not select any Proponent that responds to the RFP

## 2.9 PROPOSAL PRESENTATION

GVHA reserves the right to request one or more of the Proponents whose submissions are of interest to GVHA, to make an oral presentation to GVHA upon request.

## 2.10 PROPOSAL CONFIDENTIALITY

All submissions become the property of GVHA and will not be returned to the Proponent. GVHA will consider all Proposals submitted as confidential, unless otherwise required by law, but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants, Terminal Operator, GVHA staff and, if necessary, board of directors.

## 2.11 CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Terminal Operator or any affiliated company, or GVHA,

whether directly or indirectly, or with any GVHA member agency, current director, life member, its elected or appointed officials or employees. GVHA may rely on such disclosure.

## 2.12 SOLICITATION OF GVHA STAFF

Proponents and their agents are cautioned that solicitations of staff, member agencies or directors of GVHA, Terminal Operator, or any appointed contractor, Proponent, committee, or commission, during the Proposal seeking period, through evaluation and up to award, may be cause for rejection of a Proposal as this will be viewed as that of one Proponent seeking an unfair advantage over another.

## 2.13 NO COLLUSION

Except as otherwise specified or as arising due to the provision of the contract documents, no person, whether natural, body corporate, other than the Proponent has or will have any interest or share in the Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents relating to Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party relating to the making of the Proposal.

## 2.14 DISQUALIFICATION

GVHA reserves the right to disqualify or reject a Proposal in whole or in part if in the sole opinion of GVHA:

- the current or past corporate or other interests of a Proponent or any of its subcontractors or Affiliated Persons place it in a conflict of interest regarding this RFP or the activities or mandate of GVHA,
- the Proponent, including any corporation whose directors are, or were directors of any corporation is in arrears, in respect of any contractual arrangement with GVHA unless financial arrangements satisfactory to GVHA are made in respect of such arrears,
- the Proponent or any of its directors, officers, shareholders, Affiliated Persons, associates, or affiliates has a claim or has initiated a claim or legal proceeding against GVHA or any of its subsidiaries or against whom GVHA or any of its subsidiaries has a claim or has initiated a legal proceeding with respect to any previous contracts, tenders, or business transactions; or
- There is collusion between separate Proponents.

Such notice will be provided to the Proponent via the email address provided in the RFP response.

## 2.15 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against GVHA relating to any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.



## 2.16 NO CONTRACT

This RFP is not a tender and does not commit GVHA in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on GVHA by this RFP or submissions prior to the completed execution of a formal written Contract.

## 2.17 RESERVATION OF RIGHTS

GVHA reserves the right to accept the Proposal that it deems most advantageous, and the right to reject any or all Proposals for any reason, in each case without giving notice or reasons. GVHA reserves the right to contract only for selected services. GVHA reserves the right to negotiate with any Proponent as it sees fit, or with another Proponent or Proponents concurrently. In no event will GVHA be required to offer any modified terms to any other Proponent. GVHA also reserves the right not to accept any Proposal submitted and may seek additional or further Proposals from any other party or parties.

GVHA shall not incur liability to any other Proponent because of such negotiations or modifications.

## 2.18 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal, if any, will be made in writing from GVHA and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with GVHA within 7 days to satisfy the obligations and terms agreed upon in the Proposal.

## 2.19 FIRM PRICING

Proposals must be firm for 120 days after the Closing Date. Rates offered through the Proposal will be firm for the entire Contract Period. Proponents are solely responsible for ensuring rates and prices consider any fluctuations in prices or other variable costs during the Contract period.

## 2.20 CURRENCY AND TAXES

All fees, offers, capital investments and prices quoted by the Proponent are to be in Canadian dollars and exclusive of GST.

## 2.21 NEGOTIATION DELAY

If a written Contract cannot be finalized within ten (10) days of notification of the successful Proponent, GVHA may, at its sole discretion at any time, thereafter, rescind the award with that Proponent and either sign a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## 2.22 SUBCONTRACTING

Using a sub-contractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of

these Proponents must be prepared to take overall responsibility for successful interconnection of the two service lines and this must be defined in the Proposal.

Any sub-contracting of the service to any firm or individual after the award of a Contract must have prior approval by GVHA.

## 2.23 ASSIGNMENT

This RFP and any resulting Contract may not be assigned by either party without the prior written consent and approval of the other party, which consent may not be unreasonably withheld; provided however, either party, without such consent, may assign or sell the same regarding the transfer or sale of substantially its entire business to which this contract pertains or in the event of its merger or consolidation with another company. Any permitted assignee shall assume all obligations of the assignor under the Contract. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

## 2.24 LAW

This RFP and any resultant contract shall be governed by and construed in accordance with the laws of the Province of British Columbia.

# 3.0 SCOPE OF SERVICES

## 3.1 INTRODUCTION

### **Background**

- The 1995 National Marine Policy aimed to reduce overcapacity and improve efficiency of the port system in Canada. It was at this time that the Port Divestiture Program was established and the Victoria Esquimalt Harbour Society, the Township of Esquimalt, and the City of Victoria began discussions with Transport Canada on the potential transfer of harbour lands to a new local entity.
- At this same time a pivotal case in Aboriginal law was being settled – Delgamuukw v. British Columbia (1997). Delgamuukw is a key case in Aboriginal law. It is the first time that the Canadian government acknowledged that Aboriginal Title exists. Aboriginal Title refers to the inherent Aboriginal right to land based on sufficient, continuous, and exclusive evidence of territorial occupation.
- This landmark decision may have influenced Transport Canada’s direction to consider the divestiture of lands to an entity that included the full and meaningful participation of X<sup>w</sup>sepsəm Nation and Songhees Nation.
- In 2002, lands were divested to GVHA, and its founding partners - the Township of Esquimalt, the City of Victoria, the Victoria Esquimalt Harbour Society, the Provincial Capital Commission, and the two local First Nations - the X<sup>w</sup>sepsəm Nation and Songhees Nation.

- These founding parties recognized that the harbour lies within the traditional territory of the X<sup>w</sup>sepsəm Nation and the Songhees Nation and it is well understood that these Nations did not waive any of their Aboriginal rights related to these lands.
- To protect GVHA, the Transfer Agreement was drafted to recognize that GVHA is not liable for the settlement of any Aboriginal rights claim. This is understood to be a responsibility of the Crown.
- The 2002 Incorporation MOU also acknowledges:
  - that with the examination and discussion of potential land and asset divestiture, issues arose associated with aboriginal rights and title and the role of X<sup>w</sup>sepsəm Nation and Songhees Nation in the divestiture process.
  - that the X<sup>w</sup>sepsəm Nation's and Songhees Nation's participation in the Authority and the divestiture process is based on a recognition of them as governments and as equal participants in the Authority.
  - that one objective of the X<sup>w</sup>sepsəm Nation's and Songhees Nation's participation in the Authority is to facilitate a greater role in the economy of the Harbour Area and to generate employment opportunities. The Parties agree that this objective will be an objective of the Authority, and it will seek creative methods to meet this objective through the management and development of the Harbour Area.
  - the concerns of the X<sup>w</sup>sepsəm Nation and Songhees Nation in regard to the historic environmental degradation of the Harbour Area and, in sharing these concerns, will work cooperatively with those parties that will be undertaking remedial work.
- Since 2002, the Nations have been on the GVHA Board of Directors providing strategic advice and leadership into the future of the organization.

### **2024 Vision/Mission**

In April 2023, GVHA embarked on its strategic planning process. From April to June interviews were conducted, and engagement sessions were held with rightsholders, stakeholders, partners, staff, and directors. A Visioning Task Force (the “VTF”) was formed to conduct an in-depth review of the vision and mission of the organization. The members of the VTF included the Board Chair, Vice Chair, Past Chair, CEO, and three Directors (including the Songhees Nation Director).

The VTF, with feedback from Member Agencies and rights holders, drafted an updated vision and mission. On May 17, 2024, GVHA received support from X<sup>w</sup>sepsəm Nation to adopt this new vision and mission. On June 5, 2024, GVHA received support from Songhees Nation to adopt this new vision and mission.

On June 11, 2024, GVHA’s Board of Directors approved GVHA’s new vision and mission as drafted below.

Vision

- Canada's Most K'wamK'wam (Vibrant) and X'w'cičtəs (Harmonious) Harbour.

#### Mission

- Ensure the long-term stewardship of Lək'wəŋən territory by creating Canada's first co-managed port.
- Galvanize support and investment in land, sea and people.
- Ensure a productive and inclusive working harbour leading in regional sustainability.

As GVHA proceeds to move forward to sharing its new vision and mission publicly, questions will arise around co-management and what this may look like for the future of GVHA. Scope of Work is further detailed in **Schedule D**.

### 3.3 SUMMARY OF SERVICES

The Proposal should identify how the Proponent intends to provide Services and support GVHA's operations. The successful Proponent will be responsible for the Services as described in **Schedule D**.

### 3.4 TERMS AND CONDITIONS

GVHA intends to enter a Contract with the successful Proponent. The Proponent should include their form of contract in the Proposal. GVHA reserves the right to review and provide suggested revisions and comments to the proposed contract.

## 4.0 FORMAT OF PROPONENTS RFP RESPONSE

### 4.1 PROPOSAL FORMAT

Proponents shall prepare their Proposal documents in PDF format, set up to print on 8.5x11" paper.

All pages should be consecutively numbered. **Proposals will be accepted in digital format only and must be sent to JKitts@gvha.ca in advance of the deadline.** Proposals must be 30 MB or less. Links to Dropbox and Google Drive are not permitted.

Proposals must address the RFP content requirements outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring and adequate, accessible documentation are essential to GVHA's ability to conduct a thorough evaluation.

### 4.2 PROPOSAL CONTENTS

General marketing and promotional material will not be reviewed or considered.

The Proposal should contain, at minimum, two parts:

1. **Technical Proposal** outlining the Proponent's business experience and ability to undertake the Scope.
  - a. The Technical Proposal must contain the following components:

- i. Introductory letter - brief description of the company scope and description of ability to deliver the Scope of Work.
    - ii. Demonstrate expertise and experience in consultancy of similar scope, size and complexity, and are familiar with associated challenges and opportunities of the Scope of Work.
    - iii. Experience working in Coast Salish communities
    - iv. Experience supporting Indigenous governance
  - b. The Technical Proposal may contain the following components:
    - i. Any value-add elements unique to the Proponent's qualifications, abilities or otherwise.
    - ii. References that support the Proponent's experience and claims within the Proposal.
2. **Financial Proposal** outlining the Proponent's financial offer to provide the Services outlined in the Scope.
- a. The **Financial Proposal** must contain the following components.
    - i. Schedule A – Form of Proposal attached with PDF Submission (first page)
    - ii. Detailed information on the costs/fees associated with providing the Scope of Work.

## SCHEDULE A – FORM OF PROPOSAL

To be attached at front of Proposal Submission:

RFP Project Title	
Name of Proponent:	
Contact Person and Title	
Business Address:	
Telephone:	
E-mail Address	
Date Submitted:	

Attention: Judy Kitts, Director, First Nations Engagement  
 GREATER VICTORIA HARBOUR AUTHORITY  
 100 – 1019 Wharf Street Victoria, BC V8W 2Y9  
 Phone: 250.480.9670 Email: jkitts@gvha.ca

1.0 - I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all the Proposal documents, including the RFP and any issued addenda posted by GVHA, and having informed ourselves of the intent, difficulties, and facility conditions in order to carry out the Work as described in the Scope.

2.0 - I/We confirm that this Proposal is accurate and true to the best of my/our knowledge.

3.0 - I/We confirm that, if I/we am/are awarded the Contract, I/we will always be the “prime contractor” as provided by the Workers Compensation Act (British Columbia) with respect to the consulting services.

4.0 - I/We have the authority to bind the Proponent.

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(Name of Proponent)

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(Signature of Authorized Signatory)

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Print Name/Position of Authorized Signatory

## SCHEDULE B – EVALUATION CRITERIA

### EVALUATION OF PROPOSALS

All submitted Proposals which are responsive and meet the requirements outlined in this RFP Evaluation of Proposals will be conducted by a team formed by GVHA.

The Evaluation Team will not be limited to the criteria referred to in this RFP, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process.

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal. All criteria will be applied evenly and fairly to all Proposals.

The Evaluation Team will use the following criteria to compare and evaluate the Proposals, with the goal of determining the strength and ability of each Proponent to conduct the required work, to establish which of the Proposals is most advantageous to GVHA:

Evaluation of the responses shall be based on a weighted scoring tabulated as follows:

	<b>WEIGHTING</b>
<b>a. Experience &amp; Key Personnel</b>	<b>20%</b>
<b>b. Financial</b>	<b>15%</b>
<b>c. References</b>	<b>10%</b>
<b>d. Experience working with Coast Salish communities</b>	<b>25%</b>
<b>e. Experience supporting Indigenous Governance</b>	<b>15%</b>
<b>f. Resources and Ability to Undertake Work</b>	<b>15%</b>
Maximum Possible Score	<b>100%</b>

## SCHEDULE C - MAP OF FACILITIES





## SCHEDULE D – SCOPE OF WORK & DELIVERABLES

GVHA is seeking a consultant to:

- Research and report on examples of co-management between Indigenous groups and industry, not-for-profit organizations, and crown agencies, regionally and internationally, including various approaches, principles, processes undertaken, and lessons learned.
- Research and report on legislative changes that have supported the implementation of UNDRIP, and recent landmark court cases related to Aboriginal title.
- Consideration of how co-management can be conceived to support the delivery of GVHA's new mission and vision.
- Assess benefits and risks associated with different models of co-management.
- Support GVHA in meetings with X<sup>w</sup>sepsəm Nation and Songhees Nation on what co-management may look like to them.
- Advise on how to meaningfully consider traditional Indigenous knowledge in co-management.
- Consider co-management in the realm of operations, commercial activities, community wellbeing, ecosystem health, sustainability, and economic development.
- Identify the resources required to more fully consider and develop co-management.
- Identify next steps to develop and implement co-management within GVHA's organization.

The scope of work, including key findings and recommendations, is to be delivered to GVHA in the form of a draft report in April with the final report delivered in May. Exact dates to be discussed with successful Proponent. Timelines are connected to GVHA's First Nations Economic Development Committee and Board meetings.

## SCHEDULE E – KEY DATES

Monday October 21, 2024: RFP issued by GVHA

Friday November 1, 2024 at 4:00pm PST: Deadline to submit inquiries (2.3) to JKitts@GVHA.ca

Monday November 25, 2024 at 4:00pm PST: Deadline to submit Proposals for RFP

April 2025: Draft Report delivered to GVHA

May 2025: Final Report delivered to GVHA