

REQUEST FOR PROPOSALS

For

Air Quality Classroom Education

- RFP TITLE: Air Quality Classroom Education
- RFP NUMBER: RFP #24010
- DATE ISSUED: August 1, 2024
- CLOSING DATE: August 15, 2024 / 3:00pm (local time)



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Part A - INTRODUCTION

A.1 **RFP Overview**

The Fraser Valley Regional District ("FVRD") is seeking proposals from qualified consultants ("Proponents") in response to this request for proposals ("RFP") for the operation and management of an in-class air quality education program for a three-year term commencing September 2024.

The FVRD consists of 6 municipalities (City of Abbotsford, City of Chilliwack, City of Mission, District of Hope, District of Kent, and Village of Harrison Hot Springs), 8 electoral areas, and more than 30 First Nations. More information about the region's demography and growth is available in the statistics section of the FVRD's website.¹

Air quality education is an important component of the FVRD's air quality program. The FVRD is part of the sensitive Lower Fraser Valley airshed that experiences high levels of pollution. Teaching students the importance of good air quality and the connections between the choices we make and the air we breathe is important to keep the air clean, to reduce exposure to pollutants, and to inspire airshed stewardship.

Part B- OBJECTIVES

B.1 Scope of Services

1. OBJECTIVES

The FVRD's <u>Air Quality Management Plan</u> (AQMP) identifies education as an essential action the FVRD will take to promote awareness of air quality challenges and reduce sources of pollution. To meet the objectives of AQMP, FVRD staff is looking for a qualified proponent to deliver air quality education programming for the 2024/25, 2025/26, and 2026/27 academic years.

Education is an important aspect of the FVRD's ambient air quality program. The FVRD is located within the sensitive Lower Fraser Valley airshed and therefore it is crucial that protecting air quality be a shared responsibility. Therefore, content of the program should include important information related to: what is the airshed and why should we protect it, how to protect ambient air quality, what degrades the air quality in the region, and what actions they can take to reduce emissions and improve the health of the region.

2. SCOPE OF WORK

The successful proponent will fulfill the following essential deliverables of this project (collectively, the "**Services**"), all to be provided with consideration being given to a focus on value, completeness, and alignment with existing FVRD goals:

1. Produce education materials that fit with the grade 5 curriculum

¹ FVRD Regional Statistics available at: <u>https://www.fvrd.ca/EN/main/about-the-fvrd/statistics.html</u>

- 2. Develop contacts with teachers and within schools to promote the program
- 3. Offer a minimum of 50 classroom 1-hour workshops, to both public and private schools, per academic year throughout the region
- 4. Create a year-end report for the FVRD that includes school locations, classroom contacts, and feedback received during the year

The "Services", as identified above, are all to be provided, with consideration being given to a focus on value to the FVRD, customer service, responsiveness, and effectiveness.

B.2 Timeline

All proposed workshops will be completed within the academic years starting in September 2024.

Part C- INSTRUCTIONS AND INFORMATION FOR PROPONENTS

C.1 Closing Date and Location

Proposals must be received by 3:00 PM (local Chilliwack time) August 15, 2024 ("**Closing**") at the following address:

Fraser Valley Regional District 45950 Cheam Avenue Chilliwack, BC. V2P 1N6 Email: <u>environment@fvrd.ca</u>

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

C.2 Form of Proposal Submissions

Proponents are required to submit their proposal ("**Proposal**") in digital form only (no hard copies) via email to <u>environment@fvrd.ca</u>. The RFP number and title must be clearly shown in the email's subject line.

Faxed or printed Proposals will not be considered. It is the responsibility of the Proponent to ensure that the Proposal has been received by the FVRD.

C.3 Mandatory Requirements

Proponents must include in their Proposals the following:

- (i) A complete and concise Proposal that must contain sufficient detail to allow the FVRD to determine the Proponent's understanding of Program requirements, their experience and knowledge, references, details of the Proponent's team, proposed work plan, timeline, and proposed budget for the Proponent's provision of the Services.
- (ii) A completed Schedule A: Summary of Proposal (project costs).

C.4 Information Meeting

A Proponent's meeting will not be held.

C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

| Contact Person: | Elias Ross, Environmental Services Coordinator |
|-----------------|--|
| Email: | environment@fvrd.ca |

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part D- TERMS AND CONDITIONS OF RFP

D.1 General

The terms and conditions in this Part D will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

D.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

D.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

D.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated based on the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- (i) Financial terms;
- (ii) Completeness and clarity of the proposal;

- (iii) Demonstrated understanding of the material and context
- (iv) Experience providing air quality education in British Columbia classrooms;
- (v) Experience in providing exemplary customer service;
- (vi) References;

D.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

D.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated.

D.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section D.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

D.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

- (i) reject any or all Proposals,
- (i) reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP,
- (ii) modify the terms of this RFP at any time in the FVRD's sole discretion,
- (iii) to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted, and
- (iv) communicate with, meet with, or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

D.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

D.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

D.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

D.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

D.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

D.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

D.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

D.16 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

D.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

D.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contact. If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

D.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

D.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's standard form document, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's conditions and specifications, if any, set out within this RFP.

D.21 Fuel Consumption Tracking and Reporting

The FVRD requires all Third Party Service Providers, meaning any person, contractor, sub-contractor to a Third Party Service Provider, consultant, non-profit society, organization, or business entity who provides a service to the FVRD to submit annual fuel usage data to the FVRD. The report shall include fuel consumption data relating to the amount of all fuel used and consumed while delivering services to the FVRD, including all fuel used for vehicles, equipment, and helicopters used to deliver and complete the services. This report is to be remitted to the FVRD along with each annual year-end report.

Schedule A: SUMMARY OF PROPOSAL

| Name: | | | |
|--------------------------------|---------------------------|------------------------|-------------------------------|
| Address: | | | |
| Name and title of | f Representative: | | |
| Telephone: | | Email: | |
| Form of Business | Organization | | |
| □ Sole Proprietor | ship | | |
| □ Partnership | Date of Establishment _ | | |
| □ Corporation | Date of Incorporation | | Business No |
| | | | |
| We hereby offer base price of: | to perform the Services I | required by this RFP f | or the stipulated total annua |
| Proposed | Price for Goods/Services | | \$ |
| Plus G.S.T | • | | \$ |
| TOTAL | | | \$ |
| | | | |

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ____ day of _____, 2024.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Title/Position

Name & Title/Position: