



Islands Trust

## Request for Proposals No. RFP-2023.005

*Development Application Approvals Software Solution*

Issued: *May 6, 2022*

### Closing Date and Time:

Proposals must be received before **2:00PM** Pacific Time

on: *May 27, 2022*

### Contact:

Questions are to be directed (at least 24 hrs before the closing time) to:

*Mark van Bakel, Senior Technical Analyst, Information Systems*, Islands Trust

Email: [mvanbakel@islandstrust.bc.ca](mailto:mvanbakel@islandstrust.bc.ca)

Website: [www.islandstrust.bc.ca](http://www.islandstrust.bc.ca)



# Request for Proposals

Ministry: ISLANDS TRUST | RFP Number: *RFP-2023.005*

Issue date: *May 6, 2022*

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**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in Section 2.2:

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at [www.bcbid.ca](http://www.bcbid.ca)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

**Email Submission:** Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to [procecon@gov.bc.ca](mailto:procecon@gov.bc.ca) in accordance with the instructions at Section 2.3 of this RFP.

Regardless of submission method, proposals must be received before Closing Time to be considered.

**A proposal is deemed to incorporate the Confirmation of Proponent’s Intent to Be Bound below, without alteration.**

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**CONFIRMATION OF PROPONENT’S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE (please print): \_\_\_\_\_

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# 1 SUMMARY OF THE REQUEST

Islands Trust is now soliciting submissions from qualified firms to lead the configuration, implementation and ongoing support of an off the shelf Development Application Approvals Software Solution, working closely together with Islands Trust staff. Custom software built specifically for this project will not be considered. Both on premise and Cloud Software Solutions will be considered. This work must be completed by May 31, 2023, consistent with the Scope of Services identified in this RFP.

The Successful Proponent will be required to provide implementation services including, but not limited to; project management, system installation, configuration, data conversion, migration, training, go-live support and post-implementation ongoing support and maintenance including upgrades and new releases as part of the support contract.

Unless an exception applies as described in Section 2.29 b), as a condition of Contract finalization the successful Proponent will be required to provide the Province with a Tax Verification Letter. Please see Section 2.29 for further details. As set out in Section 2.29, the Province will be unable to finalize a Contract with a Proponent that is unable to produce a Tax Verification Letter as a part of Contract finalization, if required.

<b>Milestones</b>	<b>Schedule</b>
RFP closing date	May 27, 2022 at 2:00 p.m.
Formal Presentations	Week of June 6 <sup>th</sup>
Award Contract	June 20, 2022
Kick off meetings(s)	June 27, 2022
Project development and implementation	June 27, 2022 – May 31, 2023
Final deliverables due	May 31, 2023
Contract ends	June 30, 2023

Further details related to the scope and requirements of this opportunity can be found within this RFP.

## 2 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP;

“**BC Bid**” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

“**Closing Time**” means the closing time and date for this RFP as set out on the cover page of this RFP;

“**Contract**” means the written agreement resulting from the RFP executed by the Province and the successful Proponent;

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the Province;

“**Government Contact**” means the individual named as the contact person for the Province in the RFP;

“**Government Electronic Mail System**” or “**GEMS**” means the electronic mail system of the Province;

“**Ministry**” means the Islands Trust.

“**must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“**proposal**” means a written response to the RFP that is submitted by a Proponent;

“**Province**” means Her Majesty the Queen in Right of the Province of British Columbia and includes the Ministry and Islands Trust;

“**Request for Proposals**” or “**RFP**” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Province by Addenda;

“**should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

“**Tax Verification Letter**” means a letter issued by the Province’s Ministry of Finance to verify that a Proponent meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations, which may be required to be produced by a Proponent as a

condition of Contract finalization, as described in Section 2.29.

### 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted via BC Bid attachment of the e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

### 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Province receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);
  - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order

and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");

- (iv) For email proposal submissions sent through multiple emails the Province reserves the right to seek clarification or reject the proposal if the Province is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Province may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Province strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- g) While the Province may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing

Time. If the Government Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Government Contact immediately to arrange for an alternative submission method if:

- (i) the Proponent's email proposal submission is rejected by the Government Electronic Mail System; or
- (ii) the Proponent does not receive an automated response email from the Province confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the Province's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Province before the Closing Time. The Province makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

#### **2.4 Additional Information**

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

#### **2.5 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the Province at the Closing Location will prevail whether accurate or not.

#### **2.6 Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

#### **2.7 Firm Pricing**

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## **2.8 Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

## **2.9 Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the Province for purposes of clarification.

## **2.10 Conflict of Interest/No Lobbying**

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Province, including members of the evaluation committee and any elected officials of the Province, or with the media, may result in disqualification of the Proponent.

## **2.11 Subcontractors**

- a) Unless the RFP states otherwise, the Province will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Province will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Province involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Government Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Province.

## **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent. The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

### **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the Province within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of 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.

### **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province.

### **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the Province, if any. The Province will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of 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 Contract is made with the Proponent.

### **2.18 Liability for Errors**

While the Province has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### **2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Province in any way to award a Contract.

### **2.20 No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### **2.21 Legal Entities**

The Province reserves the right in its sole discretion to:

- a) disqualify a proposal if the Province is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the Province that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Province that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the Province's satisfaction.

### **2.22 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the Province reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;



- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the Province, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### **2.23 Ownership of Proposals**

All proposals and other records submitted to the Province in relation to the RFP become the property of the Province and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

### **2.24 Copyright**

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

### **2.25 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Province in order to obtain access to confidential materials relevant to preparing a proposal.

### **2.26 Alternative Solutions**

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

### **2.27 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents should specify that the personal information may be forwarded to the Province for the purposes of responding to the RFP and used by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.

### **2.28 Trade Agreements**

This RFP is covered by the following trade agreements:

- a) Trade, Investment and Labour Mobility Agreement;
- b) New West Partnership Trade Agreement;
- c) Canadian Free Trade Agreement;

For more information, Proponents may contact the Government Contact.

### **2.29 Tax Verification Letter**

a) As a condition of Contract finalization as described in Section 2.14, the successful Proponent (or any successor to that Proponent) will be required to provide the Ministry with a valid Tax Verification Letter, unless an exception applies as described below. If a Proponent is not able to produce the required Tax Verification Letter during Contract finalization, then the Province will be entitled to terminate discussions with that Proponent and proceed as described in Section 2.14.

- b) A Tax Verification Letter will not be required if:
  - (i) the Contract is valued at *less than* CAN\$100,000, including all fees, expenses and all options to extend or renew the Contract; or
  - (ii) the Contract is in relation to a government transfer as described in Chapter 21 of the Province's Core Policy and Procedures Manual.

- c) If a Tax Verification Letter is required, the Contract will contain, in addition to all other applicable schedules, a schedule that describes the Tax Verification Letter requirements of the Contract.

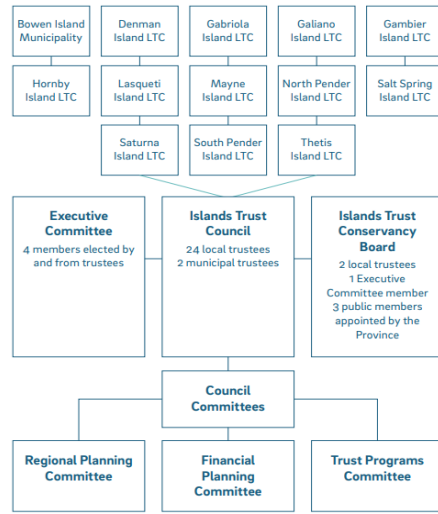
## 3 OVERVIEW

### 3.1 Islands Trust

The Islands Trust Area covers 5,200 square kilometres and includes 13 major islands and over 450 smaller islands. The region is home to 26,000 residents, 10,000 non-resident property owners and is the homeland of over 28,000 Coast Salish Peoples. Islands Trust Council is committed to reconciliation and acknowledges that the Trust Area is located within the treaty lands and territories of the BOKÉĆEN, K'ómoks, Lək'wəḡən, Lyackson, MÁLEXEŁ, Qualicum, Quw'utsun Tribes, scəwáθən məsteyəxʷ, Scia'new, səłilwətaʔt, SEMYOME, shíshálh, Skw̓xwú7mesh, Snaw-naw-as, Snuneymuxw, Spune'luxutth, SʔÁUTW, Stz'uminus, ʔaʔəmen, toq qaymıxʷ, Ts'uubaa-asatx, Wei Wai Kum, We Wai Kai, WJOLÉLP, WSIKEM, Xeláitxw, Xwémalhkwu/ʔop qaymıxʷ, and xʷməθkʷəy̓əm First Nations. These Nations had and still have village sites, cultural areas, and spiritual areas in the lands and waters comprising the Trust Area.

The mandate of Islands Trust is *“to preserve and protect the Trust Area and its unique amenities and environment for the benefit of the residents of the Trust Area and of British Columbia, in cooperation with municipalities, regional districts, improvement districts, other persons and organizations, and the government of British Columbia”* (Islands Trust Act). The Trust Area features spectacular beauty, extensive archaeological and culturally important sites, and some of the worlds most endangered and biodiverse ecosystems.

Across the Trust Area, there are thirteen local trust areas and Bowen Island Municipality. Every four years, island residents elect two trustees to represent them on their local trust committee / Bowen Island Municipal Council and the regional Islands Trust Council. Local trust committees and Bowen Island Municipality make decisions about local land use planning and regulation. As a regional body, Trust Council acts on matters that affect the entire Islands Trust Area, including setting the annual budget; creating and monitoring a Trust-wide Strategic Plan; implementing and amending the Islands Trust Policy Statement; advocating on issues important to the entire region; and engaging with First Nations and other governments, agencies, and organizations to preserve and protect the Trust Area for future generations. Official community plans and land use bylaws in the Trust Area have a strong emphasis on preserving and protecting the unique amenities and environment of the region.



For more information on Islands Trust, please visit: <https://islandstrust.bc.ca/about-us/>

### 3.2 Summary

The Islands Trust has been awarded a Government of British Columbia “Local Government Development Approvals Program” (LGDAP) grant intended to assist in improving public service delivery. For the Islands Trust the grant will assist in improving Islands Trust Local Planning service delivery through the implementation of an industry standard software suite in support of development application approvals.

The Islands Trust currently utilizes a legacy in house developed web application referred to as Trust Area Property Information System (TAPIS). TAPIS serves as the sole repository and management console for all Islands Trust land use information and development applications. The Islands trust first developed the software in 2003, with ongoing updates continuing till this day. This application, although central to Islands Trust information management, represents a series of technological challenges and limitations, including but not limited to; no online transaction capacity, no online application status tracking, limited integration of mapping, no online access from the field, and limited reporting capacity.

The Islands Trust is seeking Proposals from software providers for the transition from the legacy TAPIS application to an off the shelf product, including configuration, implementation and ongoing support. Custom software built specifically for this project will not be considered. Both on premise and Cloud Software Solutions will be considered.

The Successful Proponent will be required to provide implementation services including, but not limited to; project management, system installation, configuration, data conversion, migration, training, go-live support and post-implementation ongoing support and maintenance including upgrades and new releases as part of the support contract.

The Islands Trust is looking for Consultants that will provide experience and expertise, and lead the creation, configuration and rollout of Development Application types and workflows. The objectives of the contract include:

1. A web-based capability to review existing development application approval business processes.
2. Streamline and accelerate development application approvals.
3. Increase development application transparency.

### **3.3 Scope of Services**

The Islands Trust requires a Software Solution to create a new online development application system that follows accepted BC local government protocols. The new system will provide expanded application reporting options, including resource allocations (i.e. staff time), an application portal for the public to submit online and track applications, and the ability for staff to tweak processes and workflows in order to further the objective over time.

The Software Solution should be commercially available and off the shelf. Custom software solutions will not be considered. The Software Solution must include easy to use mobile and desktop interfaces, supporting the public, planners and administrative staff who may have never used online systems for submission or review of development applications. The solution should not require ongoing Consultant administration of day to day operational tasks and configurations.

Specific Areas of improvement include:

- Automate common local government processes related to development applications with tools to track assignments; define deadlines; automatically generate subsequent activities and create a record of business processes. Development applications include:
  - rezoning applications
  - development variance permit applications
  - development permit applications
  - temporary use permit applications
  - heritage alteration permit applications
  - siting and use permit applications
  - Soil Deposit and Removal applications
  - agricultural land commission applications
  - strata conversion applications
  - board of variance applications.
  - building permit referrals
  - subdivision referrals
  - crown land referrals
  - liquor and cannabis referrals
  - Innovation, Science and Economic Development referrals (cell towers)
- Improve data accuracy, completeness and reliability through data validation tools and business rules.
- Integrated fees management, automatically calculate and collect fees using even the most complex fee structure.
- Centralized data access for staff, collating all information associated with an application, including property details (1:1 and 1:n) such as PID, Assessment Roll #, legal description, civic address and owner, and all correspondence, transactions, documents, and images.
- Ability to track files and applications by PID, Assessment Roll #, File number, civic address, and owner,
- Load and integrate BC Assessment and Land Title data,

- Preconfigured and ad hoc reports including Open Applications, Planner Activity, Outstanding Application Fees, Closed Applications.
- Standard configurable document and letter templates.
- Provide easy access to property Information, including address and ownership, key parcel details including zoning, and customer defined business process data.
- Embedded or integrated map viewer (ESRI compatible).
- Public facing portal for submissions, payments, status updates, and correspondence.
- Staff facing portal (desktop and mobile) for administration of development applications to allow planners to keep track and update and run reports as necessary.
- Tutorial videos for new portal user.
- Mobile compliant, providing access to key functionality using handheld devices.

The Islands Trust is looking for a Consultant to manage the Project, by providing a detailed project plan, best practices documentation, and training for internal administrators and end users, and to install and configure the majority of the Software Solution.

Limited internal staff resources will be available to assist with requirements gathering, installation, system configuration, workflow creation, documentation, and user training. The Consultant will be expected to manage all aspects of the project, including available internal staff resources.

The Consultant is required to provide support for internal administrators at each stage of the roll out, with the expectation that internal staff is to be able to administer the Software Solution at the end of the implementation.

Islands Trust is committed to reconciliation and is working to implement the Truth and Reconciliation Commission's (TRC) Calls to Action. Contractors should be aware that approaches and materials that they provide must adhere to the TRC Calls to Action, specifically Call to Action #47 which states: *"We call upon federal, provincial, territorial, and municipal governments to repudiate concepts used to justify European sovereignty over Indigenous peoples and lands, such as the Doctrine of Discovery and terra nullius, and to reform those laws, government policies, and litigation strategies that continue to rely on such concepts"*. Contractors must work closely with Islands Trust staff to ensure that processes and materials align with the [TRC Calls to Action](#) and the [Islands Trust Reconciliation Declaration](#), follow guidelines for cultural safety, and acknowledge and recognize the treaty and territorial areas of First Nations and Indigenous communities in which they are working.

Note: Any deliverables not identified in this RFP that the Consultants will also provide to the Islands Trust should be listed in their Consultants application. Progress reports with due dates to be determined at inaugural meetings.

## **4 CONTRACT**

### **4.1 Contract Terms and Conditions**

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules.

The term of the contract is expected to be from **June 20, 2022 – June 30, 2023**. At the sole discretion of Islands Trust, this term may be extended for a period of an additional six months, subject to funding availability and satisfactory Contractor performance.

## **4.2 Service Requirements**

The Proponent’s responsibilities will include the following:

- a) Provide project management services throughout all phase of project, including weekly project reports complete with key achievements, schedule updates, and transparent budget tracking,
- b) Provide implementation of Development Application Software Solution with all necessary licenses and support,
- c) Lead review of existing business processes,
- d) Lead the installation and configuration of development and production instances with required functionality according to business requirements,
- e) Lead integration with other 3<sup>rd</sup> party systems/applications (i.e. ESRI ArcGIS Portal and Islands Trust Finance System),
- f) Provide data conversion and migration from existing systems as required,
- g) Provide training and user documentation to all members of team, including administrators and end users,
- h) Provide for access to consultant’s key personnel during core business hours or 8:00 AM to 5:00 PM, and
- i) Provide ongoing software maintenance and support strategy.

## **4.3 Related Documents**

**Appendix A** – Islands Trust Service Contract Template

## 5 REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Province’s expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

### 5.1 Capabilities

#### 5.1.1 RELEVANT EXPERIENCE:

Organizational experience:

- The proponent and any subcontractors of the proponent included in its proposal should have a minimum of three or more years’ experience within the past five years in delivering services of a similar scope and complexity, as defined by Section 3.3 of this RFP.

Key Personnel:

- Provide curriculum vitae of key project team members, reasons why they were selected for this project, and how they will add value to the project; and
- Identify any staff with degrees and certifications.

Examples:

- Provide two to four examples of programs the proponent has completed within the past five years (as of the closing date of the RFP) that have been on a similar scale, including an overview of the controls that were embedded into the processes

#### 5.1.2 REFERENCES

Proponents should provide a minimum of three references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent’s own organization or from named subcontractors are not acceptable.



The Province may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The Province reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Province or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the Province's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Province in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

### **Response Guidelines for Capabilities**

1. Name a contact person for the Proponent, and include this person's address, phone and fax numbers, and email address. This information will not be evaluated, but will be used to contact the Proponent as required.
2. Provide evidence to support the requirements identified in section 5.1.1 above.
3. Provide a minimum of three references specific to the experience cited, each of which includes a contact name, phone number and email address.
4. Provide resumes of each of the key resources being proposed. The resumes should clearly indicate how the key resources meet the requirements identified in this RFP.

## **5.2 Approach**

### **5.2.1 PROJECT MANAGEMENT AND TIMELINES**

The Proponent will provide project management services throughout all phase of project, including:

- a) Kick off meeting coordination and facilitation within two weeks of signing contract,
- b) Detailed billing,
- c) Weekly status reports and bi-weekly team meetings,
- d) Issues resolution,
- e) Resource allocation,
- f) Scheduling,
- g) Transparent budget tracking, and
- h) Transparent change order tracking and management.

The Proponent will provide final deliverables by no later than **May 31, 2023**.

### **5.2.2 IMPLEMENTATION SERVICES**

The Proponent will provide the following implementation services:

- a) Existing hardware and software infrastructure, data, and business processes reviews,
- b) Setup of production and test environments, in coordination with Islands Trust IT staff,
- c) Data mapping and migration of historic data,
- d) Configuration of software, including but not limited to custom data fields, business rules, pre-configured letters, and custom workflows,
- e) Integration of 3<sup>rd</sup> party applications (i.e. ArcGIS and Island Trust Finance System),
- f) Integration of 3<sup>rd</sup> party data sources (i.e. BC Assessment and LTO data deliveries),
- g) Thorough acceptance testing, including review, validation and refinement of all configuration, business rules, workflows etc.,
- h) Development and delivery of training material, including end user, system configuration and administration, and report development,
- i) Final data update, bringing system up-to-date before go-live date.

### **Response Guidelines for Approach**

Explain the proposed methodology in 5.2.1 and 5.2.2 including timelines, risks, issues, and assumptions.

## **5.3 Price**

Prices quoted will be deemed to be:

- a) in Canadian dollars;
- b) inclusive of duty, FOB destination, and delivery charges where applicable; and
- c) exclusive of any applicable taxes.

### **Response Guidelines for Price**

1. Provide a firm, fixed, all-inclusive price for all services proposed. Islands Trust will not pay for any costs or expenses not included in the price, unless otherwise expressly provided. Provide cost details in alignment with the stages found in 3.3 Scope of Service.

## 6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (two – three page) summary of the key features of the proposal and project team and how they work with clients.
- d) The body of the proposal, including pricing, i.e. the “Proponent Response”.
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name).
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7 EVALUATION

Evaluation of proposals will be by a committee formed by Islands Trust and may include employees and contractors of the Province and other appropriate participants.

The Islands Trust’s intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.

**Mandatory Criteria**

The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, or (3) be submitted by using the e-bidding key on BC Bid (if applicable) in accordance with the requirements set out in Section 2.2.

**7.2 Weighted Criteria**

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

<b>Weighted Criteria</b>	<b>Weight</b>
1. Understanding of the scope of the work, the deliverables of the public engagement activities, and the timeframes required.	15
2. Experience that demonstrates project management and meaningful facilitation of community engagement as they relate to government bureaucracy, housing policies, community and land use planning.	20
3. Demonstrated qualifications of members on the team.	20
4. Relevant examples of recent work performing services of similar size and complexity and references.	15
5. Proposed Work Plan that includes Timelines.	20
6. Price (all-inclusive fixed price) (section 5.3)	10
<b>TOTAL</b>	<b>100</b>

Proponents that do not meet a minimum score within a weighted criterion will not be evaluated further.

**7.3 Price Evaluation**

Price will be evaluated using the following formula:

$$(\text{Lowest price}/\text{your price}) * \text{points available}$$

**7.4 Formal Presentation**

Top scoring proponents will be asked to make a formal presentation to the Islands Trust. The date for the presentation is expected to be the **week of June 6<sup>th</sup>**. Proponents advancing to this portion of the evaluation will be notified and appointments will be scheduled.

All presentations are to be delivered, in person, at the Islands Trust office in Victoria, B.C. The proposed project manager must be in attendance. The presentation should not exceed one hour in length; additional time will be available for discussion following the presentation. Presenters are required to bring their own computer for the presentations. The remaining audio video equipment will be provided.

**Presentation Evaluation Criteria**

Each Proponent’s presentation will be measured against the following criteria:

- Quality and clarity of the presentation
- Ability to carry out the project
- Understanding of the Islands Trust and the project requirements
- Methodology and approach
- Clarity and cohesiveness of the proposed work plan
- Experience with similar projects

## **Appendix A – Islands Trust Contract Template**

See separate document.