



MINISTRY OF TOURISM, ARTS, CULTURE AND SPORT

Request for Proposals

**MANAGEMENT AND OPERATION SERVICES FOR
PROVINCIAL HERITAGE SITES:**

BARKERVILLE HISTORIC TOWN & PARK

COTTONWOOD HOUSE HISTORIC PARK

RICHFIELD COURTHOUSE

BLESSING'S GRAVE SITE

**CARIBOO WAGON ROAD NORTHERN TERMINUS
MEMORIAL CAIRN**

Opportunity ID:	RFP25TACS14
Issue Date:	October 11 th , 2024
Closing Date and Time (Pacific Time):	November 22 nd , 2024 @ 2pm PST

Delivery of Submissions

Submissions must be submitted using one of the following delivery methods:

BC Bid Electronic Submission: Submit an electronic Submission using BC Bid. Submissions must be in accordance with the requirements set out in the process rules of the subject RFX. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.

23 September 2024

Or

Email Submission: Submit a Submission by email. Submissions by email must be submitted to the email address specified below in accordance with the email submission instructions set out in the process rules for the subject RFX. Include the opportunity description and ID in the subject line of the email.

procecon@gov.bc.ca

Official Contact

Enquiries related to this RFP may only be directed in writing to the Official Contact using the "enquiries" interface, if available, or the email address identified on the "opportunity details" tab. Information obtained from any other source is not official and should not be relied upon. Other information and rules regarding enquiries are set out in the "process rules" tab or within the attached RFP documents.

Enquiries Deadline: Refer to the "overview" tab within BC Bid. Suppliers should send questions to the Official Contact before this time. Questions received after the deadline may not be answered.

Leah Reilly
Procurement and Contract Management Specialist
procecon@gov.bc.ca

Scheduled Site Visit

A Scheduled Site Visit will not be held.

Table of Contents

1.	SUMMARY OF THE OPPORTUNITY	5
2.	RFP PROCESS RULES	9
2.1	Definitions	9
2.2	Acceptance of Terms and Conditions.....	11
2.3	Submission of Proposals.....	12
2.4	Amendments and Addenda.....	15
2.5	Additional Information.....	15
2.6	Late Proposals.....	15
2.7	Proposal Irrevocability	15
2.8	Operating Budget.....	15
2.9	Completeness of Proposal.....	16
2.10	Changes to Proposals	16
2.11	Conflict of Interest, Unfair Advantage, Bias and No Lobbying	17
2.12	Subcontractors.....	17
2.13	Evaluation	18
2.14	Contract	18
2.15	Contract Finalization Delay.....	19
2.16	Debriefing.....	19
2.17	Limitation of Liability and Proponents Expenses.....	20
2.18	RFP Information Disclaimer.....	20
2.19	No Commitment to Award.....	20
2.20	No Implied Approvals.....	21
2.21	Legal Entities	21

2.22	Reservation of Rights	21
2.23	Ownership of Proposals.....	23
2.24	Copyright	23
2.25	Confidentiality Agreement	23
2.26	Alternative Proposals	23
2.27	Collection and Use of Personal Information	23
2.28	Tax Verification Letter	24
2.29	Enquiries to Official Contact.....	24
2.30	Trade Agreements.....	25
3.	OVERVIEW	25
3.1	Ministry Responsibility	25
3.2	Background	25
3.3	Scope.....	34
4.	CONTRACT.....	41
4.1	Contract Terms and Conditions	41
5.	REQUIREMENTS.....	41
6.	PROPOSAL FORMAT	42
7.	EVALUATION.....	43
7.1	Mandatory Criteria	43
7.2	Weighted Criteria.....	44
7.3	Tie Breaker	44
7.4	Reference Check	45
	APPENDIX A: CONTRACT FORM	47
	APPENDIX B: PROPOSAL RESPONSE FORM.....	47
	APPENDIX C: SUBMISSION DECLARATION FORM	47
	APPENDIX D: ANNUAL ESTIMATED REVENUES AND EXPENSES	47

APPENDIX E: STAFFING HISTORY	47
APPENDIX F: SITE MAPS.....	47
APPENDIX G: SITE INFRASTRUCTURE	47

1. Summary of the Opportunity

The Heritage Branch of the Ministry of Tourism, Arts, Culture and Sport (the “Ministry”) is seeking proposals from non-profit organizations for the management and operations of Barkerville Historic Town and Park (Barkerville), Cottonwood House Historic Park (Cottonwood), Richfield Courthouse, Blessing’s Grave, and the Cariboo Wagon Road Northern Terminus Memorial Cairn (together, the “Sites”).

Barkerville is located 90km east of Quesnel at the edge of the Cariboo Mountains and is a heritage district comprised of a historic town, a decommissioned cemetery (north of the townsite), and three campsites (Government Hill, Forest Rose, and Lowhee sites).

Richfield Courthouse is a one storey gable-roofed wood frame building situated in a remote and densely wooded area in a narrow valley along the west bank of Williams Creek, approximately 2km south of Barkerville. Included as well is the Cariboo Wagon Road Northern Terminus Memorial Cairn and 1.6 km section of the Cariboo Wagon Road located between Barkerville and Richfield Courthouse.

Additionally, the successful Proponent will also be responsible for the maintenance and security of Blessing’s Grave, which consists of a solitary gravesite with a modest wooden headboard and a white picket fence enclosure located on a hillside just off Highway 26 to Barkerville near the unincorporated community of Pinegrove, 43km east of Quesnel, British Columbia.

Finally, Cottonwood, located 28km east of Quesnel, BC, comprises 10.68 hectares of agricultural land in a pastoral environment adjacent to the Cottonwood River. The historic place includes ten historic structures, including wooden domestic and farm buildings, and a portion of the original Cariboo Wagon Road.

The objective of this Request for Proposals (RFP) is to obtain proposals for engaging and educational management and operation of the Sites as a destination for tourism as well as a place where the local community can connect with provincial heritage.

The Province is seeking a 7-year term starting in early 2025 with up to two 2-year options to renew. The successful Proponent will operate the Sites under a Heritage Property Licence agreement, with the understanding that they are responsible for safeguarding the heritage values of the Sites as described in this RFP, and will work to promote their educational and community value.

This opportunity is open to **non-profit organizations only**. For further details on eligibility requirements for non-profit organizations, refer to Section 5.10 of Appendix A: Contract Form, which sets out the board membership requirements under the Contract at the time of Contract finalization, including that the board of directors be comprised of at least 2/3 members who reside in British Columbia and that the Site Manager makes reasonable efforts to include local First Nations representation on the board of directors or committees.

Proponents should provide summary information describing the proposed use(s) and management of each site and how the proposed use(s) will address the vision, goals and strategies of the Province as referenced herein. The Province encourages Proposals which balance heritage conservation, public access, and effective business management.

The Sites are located within the territory of Lhtako Dene Nation. The Province is committed to the implementation of the United Nations Declaration on the Rights of Indigenous Peoples, including Article 11, which details the right of Indigenous Peoples to “maintain, protect, and develop the past, present and future manifestations of their cultures, such as archaeological and historic sites”. The Province is interested in receiving Proposals which incorporate plans to engage with Lhtako Dene Nation and neighbouring communities including Williams Lake First Nation, Lheidli T’enneh First Nation, Xat’sūll First Nation and Northern Secwepemc te Qelmucw (NStQ) to guide interpretation, care of Indigenous cultural belongings, and future direction of the historic Sites.

Proposals will be evaluated based on completeness of the Proposal, the experience and capabilities of the Proponent, breakdown of operating budget, and the suitability of the proposed approach.

Unless an exception applies as described in section 2.28 b, as a condition of the contract finalization the successful Proponent will be required to provide the Province with a Tax Verification Letter. Please see section 2.28 for further details.

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

VISION AND GOALS

The Ministry encourages uses of the Provincial Heritage Sites that provide BC residents and visitors with access to meaningful heritage experiences, activities, events and programs that enrich local communities and support economic wellbeing, while preserving the heritage value of the Sites. Proposed uses for the Sites must be in keeping with their heritage values. The structures and landscape of the Sites contain provincially (and in the case of Barkerville, nationally) recognized heritage significance and character defining elements in need of ongoing maintenance and conservation.

Currently Barkerville is operated as a living history museum, which aims to transport visitors back in time to the late 19th century and provide an experiential interpretation of British Columbia's past. The Province is open to receiving proposals outlining continued use plans that strengthen the connection between the Sites and British Columbians and provides a forward-thinking vision that integrates heritage into its contemporary context. Proposals should demonstrate an approach to museum management that is open to the public, accessible and inclusive, fosters diversity and sustainability, and is inline with the International Council of Museums' 2022 definition of a museum:

“A museum is a not-for-profit, permanent institution in the service of society that researches, collects, conserves, interprets and exhibits tangible and intangible heritage. Open to the public, accessible and inclusive, museums foster diversity and sustainability. They operate and communicate ethically, professionally and with the participation of communities, offering varied experiences for education, enjoyment, reflection and knowledge sharing.”

The Province encourages Proponents to describe how their proposed approach works to conserve the Sites character defining elements and maintain its heritage value, while creating opportunities for sustainable growth. Proposals rooted in the principles of diversity, inclusivity, reconciliation and partnerships are preferred.

Management of the Sites also includes the care of the Provincial Heritage Artifact Collection held at the Sites, which consists of over 80,000 artifacts, cultural belongings,

as well as an extensive archival collection. Proposed approaches must include care and management of these collections in keeping with the Heritage Branch's Collections Management Policy. For further details, refer to Schedule I of Appendix A: Contract Form.

2. RFP Process Rules

2.1 Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural). Some definitions contain cross references to other defined terms of like meaning that may be found in BC Bid.

“Addenda” means all additional information regarding this RFP including Amendments to the RFP. The “Addenda” menu tab is located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.

“Amendment” means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended. Amendments will be noted in the amendment reason section of the “Overview” menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.

“BC Bid” means BC Bid located at <https://www.bcbid.gov.bc.ca>.

“Business BCeID” means a password ID that is required if a Proponent intends to prepare and submit Proposals electronically using BC Bid. See <https://www.bceid.ca/> for more information.

“Closing Date and Time” means the closing time and date for this RFP as set out in the “RFx general information” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

“Closing Location” means, as applicable, the hard copy delivery location; email address; or BC Bid for the submission of Proposals as indicated in the “delivery of submissions” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

“Contract” means a written agreement executed by the Province and the Contractor as a result of this RFP.

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

“Enquiries Deadline” means the preferred cut-off date for supplier questions set out

on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.

“Government Electronic Mail System” means the electronic mail system of the Province.

“Issue Date” means the date the RFP was posted to BC Bid as set out in the “RFx general information” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

“Ministry” means the Ministry of Tourism, Arts, Culture and Sport issuing this RFP and includes the Province.

“must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration.

“Official Contact” means the individual named on the “opportunity details” menu tab for the RFP serving as the official RFP contact person for the Province; and as initially set forth on the cover page of this RFP.

“Proponent” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal, (see also “You” and “Your”).

“Proposal” means a written response to the RFP and includes the information and documentation, if any, required by the applicable Response Form(s), including the Appendix B – Proposal Response Form and if required, the Appendix C Submission Declaration Form that is submitted by a Proponent (see also “Submission”).

“Province” means His Majesty the King in right of the Province of British Columbia and includes the Ministry.

“Request for Proposals” or “RFP” means this solicitation process described on BC Bid, 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.

“Response Form” means the Appendix B Proposal Response Form and any other document that is required to be submitted, if any, as part of a Proposal, including, if applicable, the Submission Declaration Form.

“RFx” has the same meaning as RFP as the term may appear in BC Bid, the Submission Declaration Form or BC Bid pop-up advisories associated with submitting a Proposal.

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

“Sites” means the Barkerville Historic Town and Park, Cottonwood House Historic Park, Richfield Courthouse, Blessing’s Grave and the Cariboo Wagon Road Northern Terminus Memorial Cairn.

“Submission” as used in the Submission Declaration and within BC Bid and its pop-up advisories related to this RFP has the same meaning as Proposal.

“Submission Declaration Form” means the form so identified and named in the RFP for use with Proposals submitted by email or hard copy delivery if such submission methods are allowed by the RFP.

“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 2.28.

“You” and “Your” as used in the Submission Declaration Form and any pop-up advisories related to this RFP has the same meaning as Proponent.

2.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda and these RFP process rules.

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) For Proposals submitted by a Proponent with a Business BCeID that is registered to submit its Proposal electronically through BC Bid, clicking the “I Agree and Submit” button that follows the pop-up advisory associated with Proposal submission constitutes the signature of the Proponent and is acceptable without additional signature. By submitting its Proposal electronically through BC Bid, the Proponent is agreeing to the terms and conditions of the RFP.

- b)** For Proposals submitted by hard copy to a physical address or Proposals submitted by email, Proponents must complete and submit the Submission Declaration Form that is available for download and located in the “RFx documents” section of the “overview” menu tab for the RFP.

2.3 Submission of Proposals

- a)** Proposals must be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods specified on the cover page of this RFP or as may be set out in the “delivery of submissions” section of the “overview” menu tab of this RFP. Proposals must not be sent in a manner not authorized by the RFP, except in the circumstances set out in the paragraph g) in this section below. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the Province receives a complete Proposal, including all attachments or enclosures, before the Closing Date and 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 Date and Time;
 - ii)** The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less;
 - iii)** The maximum size of each email attachment is required to 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);
 - iv)** 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...");

- v)** 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;
- vi)** 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)** Proponents are encouraged to become a registered e-bidding user of BC Bid. Only registered e-bidding users of BC Bid can make electronic Proposals on BC Bid. BC Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Proponents should refer to the BC Bid website for further information. For email or hard copy Proposal submissions, including any withdrawal of a Proposal or any changes to a Proposal referred to in Section 2.10, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.
- d)** 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 the Closing Date and Time.
- e)** 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.

- f)** While the Province may allow for email Proposal submissions, the Proponent acknowledges that email transmissions may be unreliable. The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before the Closing Date and 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 the Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after the Closing Date and Time. If the Proponent receives any email confirmation from the Province that is associated with an email Proposal submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Proposal or other related submission has been made by the Proponent or received by the Province.
- g)** An alternate submission method not initially permitted by the RFP may be made available, at the Province’s discretion, before the Closing Date and 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 Date and Time. The Province makes no guarantee that an alternative submission method will be available or that the alternate method available will ensure that a Proponent’s Proposal is received before the Closing Date and Time.
- h)** Submitting through BC Bid may afford the Proponent with tooltips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Proponents that nonetheless elect to use other submission methods (if allowed) will not benefit from these advisories and assume all risks of submitting by such submission methods. Should a Proponent elect to use submission methods (if allowed) other than submitting through BC Bid, the Proponent consents to the Province taking such steps that are necessary to input information from Proponent’s Proposal into BC Bid for evaluation purposes.
- i)** For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.7.

2.4 Amendments and Addenda

Proponents should continually monitor the RFP as published on BC Bid in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the “overview” menu tab on BC Bid. All Addenda will be noted on the “addenda” menu tab.

2.5 Additional Information

It is the sole responsibility of the Proponent to check for Addenda and Amendments on BC Bid.

Proponents are encouraged to become a registered user of BC Bid and to subscribe to BC Bid’s email notification service in order to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid’s email notification service is an annual fee-based subscription service and the duration of the registration process may vary for different users. Proponents should refer to the BC Bid website for more information.

2.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only Proposals received and marked before the Closing Date and 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.

2.7 Proposal Irrevocability

Proposals will be open for acceptance and irrevocable for at least 120 days after the Closing Date and Time.

2.8 Operating Budget

The Province intends to contribute up to \$2.085 million annually as part of the operating funds for the management and operation of the Sites.

2.9 Completeness of Proposal

By submitting a Proposal, the Proponent covenants and 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.

2.10 Changes to Proposals

- a)** For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.7. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the Province for purposes of clarification. Proposals cannot be amended after the Closing Date and Time.
- b)** For Proposals submitted through BC Bid, in order to amend the Proposal electronically through BC Bid, the Proponent will need to copy the previous submission using the “other actions” menu and submit a new Proposal before the Closing Date and Time.
- c)** For Proposals submitted through BC Bid, in order to withdraw a Proposal electronically through BC Bid, the Proponent will need to go to the “submission history” tab and select “submission withdrawn” from the dropdown in the “withdrawn” column of the table on that screen. Withdrawn Proposals cannot be recovered. This must be done before the Closing Date and Time or the Proposal will not have been withdrawn. Proposals cannot be withdrawn after the Closing Date and Time.
- d)** In lieu of amending or withdrawing a Proposal in accordance with above subsections b) or c) as applicable (instances where the Proposal was initially submitted electronically through BC Bid), the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection d) the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its

agreement to all of the terms and conditions of the RFP, including these RFP process rules.

2.11 Conflict of Interest, Unfair Advantage, Bias and No Lobbying

- a)** By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent (including a Proponent's subcontractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any) with respect to the procurement process. A Proponent may be disqualified if the Proponent's (including a Proponent's subcontractors and named personnel, if any) current or past corporate or other interests, may, in the Province's opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any) and thereby import unfairness into the Procurement process. This includes, but is not limited to, involvement by a Proponent (including a Proponent's subcontractors and named personnel, if any) 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, unfair advantage or reasonable apprehension of bias, the Proponent should consult its own advisors and notify and consult with the Official Contact prior to submitting a Proposal.
- 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.

2.12 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 a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in RFP section 2.11.
- 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.

2.13 Evaluation

Proposals will be assessed in accordance with the evaluation criteria and will be by an evaluation committee formed by the Province and may include employees and contractors of the Province. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.

- a)** The Province is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.
- b)** 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.

2.14 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: Contract Form and such other terms and conditions to be finalized to the satisfaction of the Province, if applicable. During contract finalization, the Province reserves

the right, in its discretion, to reallocate the approved operating budget among the service categories.

- 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 providing the goods or services until the occurrence of both such events.
- c)** Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.) If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept the Appendix A: Contract Form (or any associated content, Schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.
- d)** If an interested supplier has any questions about the form of contract, the supplier should pose any questions to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.

In addition, interested suppliers and Proponents should carefully review the entire RFP, including these RFP process rules, including sections 2.2 and 2.3.

2.15 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. During contract finalization, the Province may in its sole discretion negotiate with the successful Proponent to adjust the allocation of its proposed operating budget within service categories to meet program objectives.

2.16 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Province. At the option of the Province, any debriefing meeting will be held by telephone conference or in-person meeting.

2.17 Limitation of Liability and Proponents Expenses

By submitting a Proposal, the Proponent agrees on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and successors or assigns, that they will not make claims for and otherwise irrevocably waives any claims whatsoever (whether arising under contract law, tort law, administrative law or otherwise) and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the RFP or with respect to the RFP competitive process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent, including any other Proponent.

Notwithstanding the foregoing, nothing in this section shall limit the right of a Proponent to access and utilize the Bid Protest Mechanism established under the New West Partnership Trade Agreement.

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with the Province. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole discretion of the Province, the Province reserves the right to pay a Proponent an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal.

2.18 RFP Information Disclaimer

While the Province has used 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 licence 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 natural person, subcontractors, and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve 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 Date and 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 clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) 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;
- g)** at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- h)** to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
 - vii)** bankruptcy;
 - viii)** false declarations or misrepresentations;
 - ix)** significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the Province;
 - x)** final judgments in respect of serious crimes or other serious offences;
 - xi)** engaging in conduct prohibited by the Competition Act such as bid rigging as described in section 47 of the Competition Act, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the Competition Act;
 - xii)** professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
 - xiii)** failure to pay taxes.

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.

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 Date and 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 Proposals

If more than one approach to deliver some or all of the services described in the RFP are offered, Proponents should submit the alternative approach in a separate Proposal clearly identified as an alternative to a different Proposal submitted by the Proponent in response to the RFP. Failure to abide by this rule may result in the disqualification of a 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 Tax Verification Letter

- a)** As a condition of Contract finalization as described in Section 2.15, 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 2.15.
- 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.

2.29 Enquiries to Official Contact

Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact using the "enquiries" interface or the email address identified on the "opportunity details" menu tab, who (subject to the Enquiries Deadline, the preferred cut-off date and time for enquiries set out in the RFX general information section of the "overview" tab), will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Proponents. Despite the foregoing, the Province may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. The Province may in its sole discretion choose whether to post any such enquiries (as

reformulated if reformulated) and responses to BC Bid or otherwise distribute to Proponents.

2.30 Trade Agreements

This RFP is covered by the following trade agreements:

- a) New West Partnership Trade Agreement
- b) Canadian Free Trade Agreement
- c) Canada-European Union Comprehensive Economic and Trade Agreement
- d) Canada-UK Trade Continuity Agreement
- e) Comprehensive and Progressive Agreement for Trans-Pacific Partnership
- f) WTO Agreement on Government Procurement

3. Overview

3.1 Ministry Responsibility

The Ministry is committed to the goals of vibrant and healthy communities through thriving tourism and heritage sectors, as well as a commitment to advance reconciliation with Indigenous peoples. Within the Ministry, this Contract will be administered by the Heritage Branch. The Heritage Branch works to fulfil the Ministry's mandate through the stewardship of the Provincial Heritage Sites in a way that enables strong fiscal management, supports conservation and public access, reflects the diverse values and interests of all British Columbians and supports true and lasting reconciliation.

3.2 Background

Barkerville Historic Town and Park

Historic Context

The land which now forms Barkerville Historic Town and Park has a long history of occupation and use by Indigenous communities.

Barkerville remains today as the most intact example of the types of communities and buildings that were constructed during the Cariboo Gold Rush. Beginning in 1858, the British Columbia gold rushes drew gold seekers from around the world and directly led to the creation of the British colony which set the foundation for the future province (1871). Although it burnt to the ground in 1868, Barkerville was quickly rebuilt and this 'second town' – which includes a large Chinatown – is what remains today. The Province began acquiring lots in the townsite and developing Barkerville as a historic park in 1958.

Site Description

The buildings and grounds commonly known as Barkerville are situated on a 457-hectare (more or less) parcel of land located at the edge of the Cariboo Mountains.

Included are the Barkerville Campgrounds which consist of three distinct campgrounds: Government Hill Site (containing approximately 3 hectares), Forest Rose Site (containing approximately 32 hectares), and Lowhee Site (containing approximately 20 hectares). Please refer to Appendix F – Site Maps.

The main historic area of Barkerville contains various buildings and associated infrastructure, including but not limited to, septic systems (sewage lagoon), water systems and irrigation systems to service the site. Please refer to Appendix G – Site Infrastructure.

Significance of the Site

The heritage values of Barkerville lie in its importance in the Cariboo Gold Rush of the 1860s and its impact on patterns of economic development and the resettlement of British Columbia, and in its role as the province's primary project for the 1958 British Columbia Centennial.

Originating in 1862 around English miner Billy Barker's strike, Barkerville is valued primarily as the most intact example of the types of communities and buildings that were constructed during the Cariboo Gold Rush. The British Columbia gold rushes, which started in 1858, are important to the history of BC because they brought gold seekers from around the world and directly led to the creation of the British colony which set the foundation for the future province (1871).

Once the Cariboo region's largest and most important town, it is significant that Barkerville survived and prospered in the extreme conditions of the natural environment high in a remote mountainous region of British Columbia's snowbelt. Although burnt to the ground in 1868, Barkerville was quickly rebuilt; this 'second town' - which included a large Chinatown - is a testament to the symbiotic nature of gravel, gold, water, and habitation in the Gold Rush boom town. It is significant that Barkerville's wooden architecture, layout of streets, historic cemetery, and authentic mining equipment remained largely intact to illustrate the evolution of the community and gold mining up to 1958, when the Province began acquiring lots in the townsite and developing Barkerville as a historic park.

Barkerville's secondary heritage value resides in its importance as a British Columbia Centennial project, which has become the province's most noted museum town and one of its foremost heritage resources. Barkerville is an icon of the Cariboo Gold Rush and possesses significant social value as a place that effectively presents aspects of British Columbia's multi-cultural settlement, and its economic and developmental history.

Character Defining Elements of the Site

The character-defining elements of Barkerville include:

- the containment of the place by the Williams Creek valley and the gentle rise of the valley from north to south
- the meandering nature of Williams Creek and its close proximity to the townsite
- the harsh climate and challenging physical environment of the historic place
- the careful and appropriate screening of modern intrusions into the historic place
- the unfinished nature of the earth and gravel main street, its rise from north to south along Williams Creek, and its slight bends
- the historic natures of all resources (such as wooden boardwalks, flumes, and piping systems) and buildings dating from the period of 1860 to 1958, both restored and unrestored
- a variety of building styles and construction types, such as balloon-framing, log construction, post-and-beam construction, and wood framing

- historic exterior and interior features such as finishes, patinas, fixtures and fittings of all pre-1958 structures
- the evidence of multiculturalism, seen in such physical elements of the town as the varied building designs, the large number of buildings in Chinatown in relation to the rest of the town, and the Chinese terraced gardens
- the historic mining equipment, paraphernalia, and remains within the surrounding landscape, including slag heaps and monitor pits
- the intactness and nature of the pre-1958 section of the Barkerville cemetery and the rustic nature of the headboards and grave cribs which symbolize the passing of time

Cariboo Wagon Road Northern Terminus Memorial Cairn

Historic Context

Erected in 1929, the Cariboo Wagon Road Northern Terminus Memorial Cairn is a stone monument featuring a bronze plaque and marks a rare surviving stretch of the Cariboo Wagon Road, one of the key and earliest infrastructure projects undertaken by the newly created Colony of British Columbia to access the colony's inland gold fields and govern the sudden influx of people attracted by the discovery of gold.

Site Description

The site is located within the designated boundaries of Barkerville Historic Town along a surviving stretch of the Barkerville-Richfield Road, also known as 'the last mile,' a 1.6 km stretch of the 1865 Cariboo Wagon Road. The 8- to 10-foot-wide unpaved road runs through the forest above and to the west of Williams Creek. Please refer to Appendix F – Site Maps.

Significance of the Site

The site is historically and aesthetically important as a typical example of the 1920s provincial campaign to identify and mark historic sites after the creation of the Historic Sites and Monuments Board of Canada (HSMBC) in 1919. Recommended for commemoration by HSMBC in 1923, this site marking the northern terminus of the Cariboo Wagon Road (matching the twin site marking the southern terminus at Yale) represents one of the first provincial historic sites to be identified for commemoration in BC.

Installed on a remote surviving stretch of the 1865 Cariboo Wagon Road, this monument is valued as an example of the typical historic site monument produced by the province from the 1920s to the 1950s, consisting of a commemorative bronze plaque on a pyramidal-shaped stone cairn.

The Memorial Cairn has historical value as an example of early recognition by the Province of BC for sites connected to BC's Gold Rush history. It is a significant early commemoration of the Wagon Road as the transportation route that first made the Interior of British Columbia accessible for mining, commerce and settlement in the 1860s, predating the formal recognition of Barkerville in 1958.

The Barkerville-Richfield Road is a surviving stretch of the northern end of the Cariboo Wagon Road valued as a tangible remnant of the Gold Rush driven infrastructure introduced in the BC wilderness in the 1860s and as the last existing access road to the remains of Richfield, the first town established in the Cariboo Gold Rush in 1861.

With many portions of the 1865 Cariboo Wagon Road rerouted, replaced with highways or abandoned over the decades, the remaining Barkerville-Richfield Road is valued as a rare segment of the original Cariboo road access to Barkerville from Yale via Quesnel. The Barkerville-Richfield Road is also significant for its association with the Cariboo Wagon Road's surveyors and construction overseers, the Columbia Detachment of the Royal Engineers.

Roughly eight feet wide, the Barkerville-Richfield Road is valued because it demonstrates the graded, unpaved road conditions of the 1865 Wagon Road, which generally followed the creek lines along the hillside, and illustrates the Royal Engineers specifications for dimensions and grading. Although the road has been widened and repaired over the decades, its unpaved, rustic state illustrates the conditions travellers would have experienced in the 19th century.

Character Defining Elements

Key character-defining elements of the Cariboo Wagon Road Northern Terminus Memorial Cairn include:

- Location on a publicly accessible and visible spot
- Location on a surviving stretch of the 1865 Cariboo Wagon Road
- Commemorative bronze plaque
- Pyramid-shaped stone cairn

Key character-defining elements of the Barkerville-Richfield Road include:

- Location connecting Richfield and Barkerville
- Remains of the road in its original alignment
- Winding nature of the road following the creek below
- Trail form, including the original width (and associated earthworks and retaining structures used to create the standard roadbed)
- Use of the road as an entry and exit point from Barkerville
- Seasonal interpretive signage along the road
- Use of the road for experiential tourism and as a recreational trail

Richfield Courthouse

Historic Context

Richfield Courthouse was constructed in 1882 on the site of a demolished 1863 log Supreme Court building. The courthouse is the only remaining structure of the once prosperous mining town and administrative centre of Richfield.

Site Description

Containing an area of twenty-three hundredths (0.23) of an acre, more or less. Please refer to Appendix F – Site Maps.

Significance of the Site

Richfield Courthouse is valued as one of the earliest manifestations of the English Common Law judicial system in British Columbia. Constructed in 1882 on the site of a demolished 1863 log Supreme Court building, Richfield Courthouse reflects the continued need for regulation and authority which arose in the gold-rush mining towns of the interior of British Columbia during colonial times.

Situated along the original entry route to Barkerville on the Cariboo Wagon Road, this courthouse stands as a lone reminder of the once prosperous mining town and administrative centre of Richfield. The now remote and solitary location of this historic place – in an area where most other physical evidence of habitation lies in ruins – is a significant reminder of the transitory nature of non-Indigenous settlement and centres of government in British Columbia’s Cariboo Region in the nineteenth century. The architectural design of the courthouse is also notable as it provides insight into the functional nature of early public works in British Columbia. Constructed as a more permanent and staid replacement to its log predecessor, the exterior form of the courthouse reflects the need to accommodate severe winter snowfalls, and the

interior represents the types of facilities deemed necessary for the judiciary, jury, and the legal processes of both the Supreme and County courts at the time of its construction.

Character Defining Elements of the Site

- the location of the building adjacent to the original Cariboo Wagon Road.
- the remote location within a forested environment.
- the one-storey gable-roofed form.
- the wood frame construction and exterior architectural elements attributable to its 1882 design.
- the interior layout attributable to its 1882 design.
- the relationship between the courthouse and nearby archaeological ruins such as cabins representing remnants of early mining activities.

Blessing's Grave

Historic Context

Blessing's Grave is the last resting place of Charles Morgan Blessing, an American miner murdered on the site in 1866 by his Cariboo Wagon Road travelling companion.

Site Description

Approximately 0.5 of a hectare. Please refer to Appendix F – Site Maps.

Significance of the Site

Blessing's Grave is significant as the last resting place of Charles Morgan Blessing, an American miner murdered on the site in 1866 by his Cariboo Wagon Road travelling companion. The site is important as a tangible reminder of the 1860s Cariboo Gold Rush that brought tens of thousands of prospectors and investors from all over the world to this area, and links the establishment and development of the Cariboo region to the feverish quest for gold.

The grave has historical and cultural value as evidence of the efficient, organized policing of the area and the law-enforcement and judicial systems that handled murder cases urgently and seriously in extremely remote areas of early British Columbia. It contrasts a Canadian concern for fairness and justice with the disorder of the earlier California Gold Rush.

The site is significant for its association with the historic Cariboo Wagon Road travelled by miners, such as Blessing, on their way to the gold fields. The Cariboo Wagon Road was a crucial transport route constructed between 1862 and 1865 that allowed the interior to be accessed, exploited and settled. The gravesite's location in the forested hillside above the road still recalls the wild, remote setting travellers would have encountered along the Cariboo Wagon Road and the rustic conditions they would have experienced in this area from the 1860s until the 1960s when the road was paved.

Blessing's Grave is a reminder of the often-harrowing events and stories associated with the gold rush that took place along the Cariboo Wagon Road between the communities of Quesnel, Barkerville and Wells during the Cariboo's gold bonanza. Its enduring social value is evident in the ongoing marking of and care for the site over many decades by local residents and historical groups, including local MLA Louis Lebourdais and the Cariboo Historical Society.

Character Defining Elements of the Site

- Location just off the 1865 Quesnel-Barkerville Cariboo Wagon Road route
- Relatively remote and isolated location in the forest
- Cleared forest trail leading from the road to the gravesite with wooden steps near the parking area
- Permanent sign marking the site at the roadside
- Gravesite surrounded by a fence
- Wooden headboard in the gravesite with painted, handwritten text: "In Memory of C.M. Blessing, A Native of Ohio, Age 30 Years, was murdered near this spot, May 31, 1866"
- White painted wood picket fence around the burial site with decorative corner columns

Cottonwood House Historic Park

Historic Context

Cottonwood House, situated along the historic route of the Cariboo Wagon Road, was owned by the Boyd Family who conducted business at the site between 1874 and 1951. The site historically functioned as a roadhouse, ranch, farm, telegraph station, post

office, and social and commercial hub of the area. The roadhouse, general store, various farm structures and pastoral surroundings are a tangible example of the early non-Indigenous settlement and commerce driven by the nineteenth century quest for gold in the Cariboo region of British Columbia.

Site Description

The buildings and grounds comprising 10.68 hectares more or less, commonly known as Cottonwood House. Please refer to Appendix F – Site Maps.

Significance of the Site

Cottonwood House is valued as an excellent example of the legacy of commercial enterprise and settlement associated with travel and transportation along the Cariboo Wagon Road. The value of this place lies in its situation on the historic route of the Wagon Road, and in its various historic functions as roadhouse, ranch, farm, telegraph station, post office, and social and commercial hub of the area. It also holds significant heritage value in its association with the Boyd family, who owned the property and conducted business here between 1874 and 1951.

The roadhouse, general store, various farm structures, and their pastoral surroundings are integral to the heritage value of this place, as they provide a tangible example of early non-Indigenous settlement and commerce which were driven by the nineteenth century quest for gold in the Cariboo region of British Columbia. It is also noteworthy that Cottonwood House has survived as one of the few remaining examples of a Cariboo roadhouse which flourished after the peak of gold-rush activity.

Character Defining Elements of the Site

- the situation of the historic place within a pastoral environment
- the large cottonwood tree in front of the roadhouse
- the portion of the original 1863 Cariboo Wagon Road which runs through the property
- the cluster of original pre-1951 log buildings which comprises the core area of the historic place
- the identifying features of the buildings such as scale, colour, detail, patina, fittings, locations and spacing, attributable to their time of construction
- the construction methods evident in the forms and materials of the historic wooden structures

- evidence of historic farming and ranching activities as seen in such buildings as the double barn, horse barn, and root cellar
- evidence of historic commercial activities as seen in such buildings and structures as the roadhouse, general store, and telegraph poles and wires

Properties in Wells

The Province also owns several assets in Wells, BC that are to be managed and maintained by the Contractor to be used for staff accommodation, or other appropriate uses approved by the Province. For details, refer to Section K of Appendix A: Contract Form.

Previous Site Management

The Sites have been operated through the current Heritage Site Management Agreement (HSMA) with the Barkerville Heritage Trust, a non-profit organization, since April 1, 2005. The current HSMA ends March 31, 2025.

3.3 Scope

The scope of this opportunity is the site operation and management of Barkerville Historic Town and Park, Cottonwood House Historic Park, Richfield Courthouse, Blessing's Grave and the Cariboo Wagon Road Northern Terminus Memorial Cairn for a seven-year term, with up to two 2-year options for renewal.

The Contractor must not operate the Sites as a for-profit business. This opportunity is open to **non-profit organizations only**.

3.3.1. Current Site Operation

The Sites have been managed by the Barkerville Heritage Trust (the incumbent) under the current Heritage Site Management Agreement since 2005. The Barkerville Heritage Trust is eligible to respond to this RFP. Staff currently working at Barkerville under the current operator belong to the British Columbia Government and Services Employee's Union (BCGEU).

3.3.2. Transition Activities

If the successful Proponent is not the incumbent operator, the following transition activities will be carried out:

1. The successful Proponent must honour the event bookings that were arranged for the Sites by the incumbent operator for at least the first year of the Contract.
2. The incumbent operator will be responsible for the removal of the incumbent's private property as well as all subcontractor or leased property within the first three months of the new site operator's Contract.
3. The successful Proponent will accommodate access by the incumbent operator and any subcontractors or lessees/tenants of the Sites (buildings currently under lease agreement are identified in Appendix G: Site Infrastructure) to facilitate the removal of private property during this transition period.
4. Detailed arrangements to ensure the smooth and successful transition of site services will be discussed with the successful Proponent and the incumbent operator.

3.3.3. Scope of Service

Barkerville Historic Town and Park

The Contractor shall provide the following core services at Barkerville Historic Town and Park:

Year Round:

- a. Provide services of routine property management, including security monitoring and visual condition inspection of the building and grounds (including campgrounds) and associated infrastructure (including sewage lagoon), and listed properties in Wells. Routine care and cleaning of the building interiors and exteriors either by staff or through subcontract.
- b. Maintain the site grounds to the standards acceptable to the Province. Refer to Section 5.3 in Appendix A: Contract Form.
- c. Report to the Heritage Branch on any maintenance requirements, changes to key personnel or contact information, operational changes, problems or concerns, and key public questions or concerns.

d. Management, care, and exhibition of artifacts and collections in accordance with Heritage Branch standards as outlined in Schedule I of Appendix A: Contract Form and any further standards specified by the Heritage Branch. Services will include managing and updating the electronic collections records held on the Provincial Heritage Artifacts Database

(<https://apps.nrs.gov.bc.ca/pub/heritageartifactcollection/>) as well as physical records held onsite, routine condition inspections and inventory.

e. Establish and maintain a website and social media presence which provides (at minimum) information on opening hours, site location, and contact details.

f. Maintain staffing levels required to support general site operations and visitor and site safety and security. For historical information on historic staffing levels at the Sites, please refer to Appendix E – Staffing History.

Summer Season:

a. Facilitate public access to the grounds and interpretive areas inside the site. Opening hours are negotiable but should be at minimum 35 hours per week during the summer season. The timing of the summer season is negotiable, but should consist of, at minimum, 3 months (for example June 1-August 31). The Contractor must charge admission during most opening hours.

b. Provide visitor services at the site, including but not limited to: interpretive information, tours, educational programming, community events, and other special events. The Contractor may charge special rates for these events.

e. Provide hospitality services at the site including overnight accommodation and restaurant services.

f. Operate and maintain the Barkerville Campgrounds as a campground per BC Parks specifications.

Livestock

Historically, animals including horses, goats, and chickens have been present at Barkerville and Cottonwood for interpretation and site animation. The inclusion of animals onsite at the Sites is not a requirement of this RFP. It is at the Proponent's

discretion whether or not they choose to include the use of livestock at the Sites in their business plan.

Should the Proponent choose to include livestock as part of their business plan for the Sites in some capacity, it is expected that the Contractor will ensure that the care and management of livestock present on the Sites is carried out according to generally accepted animal management practices.

Cottonwood House Historic Park

The Contractor shall provide the following core services at Cottonwood House Historic Park:

Year Round:

- a. Provide services of routine property management, including security monitoring and visual condition inspection of the buildings and grounds. Routine care and cleaning of the interiors and exteriors of buildings either by staff or through a subcontract.
- b. Maintain the site grounds to the standards acceptable to the Province. Refer to Section 5.3 in Appendix A: Contract Form.
- c. Report to the Heritage Branch on any maintenance requirements, changes to key personnel or contact information, operational changes, problems or concerns, and key public questions or concerns.
- d. Management, care, and exhibition of artifacts and collections in accordance with Heritage Branch standards as outlined in Schedule I of Appendix A: Contract Form, and any further standards specified by the Heritage Branch. Services will include managing and updating the electronic collections records held on the Provincial Heritage Artifacts Database (<https://apps.nrs.gov.bc.ca/pub/heritageartifactcollection/>) as well as physical records held onsite, routine condition inspections and inventory.
- e. Establish and maintain a website and social media presence which provides (at minimum) information on opening hours, site location, and contact details.
- f. Maintain staffing levels required to support general site operations and visitor and site safety and security.

Summer Season:

- a. Facilitate public access to the grounds and interpretive areas inside the site. Opening hours are negotiable but should be at minimum 35 hours per week during the summer season. The timing of the summer season is negotiable, but should consist of, at minimum, 3 months (for example June 1-August 31). The Contractor has the option to charge admission during opening hours.
- b. Provide visitor services at the site, including but not limited to: interpretive information.

Richfield Courthouse

The Contractor shall provide the following core services at Richfield Courthouse:

Year Round:

- a. Provide services of routine property management, including security monitoring and visual condition inspection of the building and grounds. Routine care and cleaning of the interior and exterior of building either by staff or through a subcontract.
- b. Maintain the site grounds to the standards acceptable to the Province. Refer to Section 5.3 in Appendix A: Contract Form.
- c. Report to the Heritage Branch on any maintenance requirements, changes to key personnel or contact information, operational changes, problems or concerns, and key public questions or concerns.
- d. Management, care, and exhibition of artifacts and collections in accordance with Heritage Branch standards as outlined in Schedule I of Appendix A: Contract Form, and any further standards specified by the Heritage Branch. Services will include managing and updating the electronic collections records held on the Provincial Heritage Artifacts Database (<https://apps.nrs.gov.bc.ca/pub/heritageartifactcollection/>) as well as physical records held onsite, routine condition inspections and inventory.
- e. Establish and maintain a website and social media presence which provides (at minimum) information on opening hours, site location, and contact details.
- f. Maintain staffing levels required to support general site operations and visitor and site safety and security.

Summer Season:

- a. Facilitate public access to the grounds and interpretive areas at the site. Opening hours are negotiable but should be at minimum 35 hours per week during the summer season. The timing of the summer season is negotiable, but should consist of, at minimum, 3 months (for example June 1-August 31).
- b. Provide visitor services at the site, including but not limited to: interpretive information.

Blessing's Grave site

The Contractor shall provide the following core services at Blessing's Grave:

Year Round:

- a. Provide services of routine property management, including security monitoring and visual condition inspection of the grounds. Routine care and cleaning of the site either by staff or through a subcontract.
- b. Maintain the site grounds to the standards acceptable to the Province. Refer to Section 5.3 in Appendix A: Contract Form.
- c. Report to the Heritage Branch on any maintenance requirements, changes to key personnel or contact information, operational changes, problems or concerns, and key public questions or concerns.
- d. Maintain staffing levels required to support general site operations and visitor and site safety and security.

Cariboo Wagon Road Northern Terminus Memorial Cairn

The Contractor shall provide the following core services at Cariboo Wagon Road Northern Terminus Memorial Cairn:

Year Round:

- a. Provide services of routine property management, including security monitoring and visual condition inspection of the grounds. Routine care and cleaning of the site either by staff or through a subcontract to enable recreational use.

- b. Maintain the site grounds to the standards acceptable to the Province. Refer to Section 5.3 in Appendix A: Contract Form.
- c. Report to the Heritage Branch on any maintenance requirements, changes to key personnel or contact information, operational changes, problems or concerns, and key public questions or concerns.

Optional Services for all Sites

The Contractor may also choose to include the following Services as part of their Proposed Approach:

- a. Open the Sites to the public outside of the minimum hours of operation, or to run special events outside of normal opening hours.
- b. Operate a gift shop and sell merchandise or other products at the Sites. The Province retains the right to determine what merchandise is appropriate for sale.
- c. Coordinate requests to access the property for promotional purposes, filming and regional tourism etc. Prior written permission from the Province will need to be obtained for promotional uses and filming at any of the Sites.
- d. Provide other services which may be proposed by the Contractor as part of their unique proposed approach to site management and incorporated by agreement of the Province into the Contract.

3.3.4. Budget

The funding provided by the Province for the Core Services for the operation of the Sites is up to \$2.085M annually for the initial seven-year term of the Contract. The Province may provide a possible future increase to funding, if additional funding becomes available. However, there is no guarantee that additional funding will be available during the term or renewal, if any; therefore, Proponents should demonstrate what they are able to provide within the available budget and approved operating plan.

While the Contractor may operate a gift shop and any concession stands or restaurants at a profit, the Contractor will be required to use any net it receives from the sale of any goods, admission fees or any net revenues from any businesses

operated at the Sites, whether by the Contractor or any subcontractors, lessees or licensees at the Sites for the operation and management of the Sites (e.g. through extended program offerings, expanded operating hours, additional staff). For more detail, refer to Section 9.6 and 9.7 of Appendix A: Contract Form. During Contract finalization, the Province reserves the right to adjust the budget allocation among the services provided under the Contract.

For details on services and other historical costs, refer to Appendix D: Annual Estimated Revenues and Expenses.

4. Contract

Appendix A: Contract Form sets out the form of contract or the select base terms and conditions. Proponents should carefully review RFP process rule 2.14 and the terms and conditions set out in Appendix A: Contract Form , including the Schedules.

Any form of Contract will also require Contractors to comply with Province policies, as they may be established and or updated from time to time.

4.1 Contract Terms and Conditions

The duration of the Contract is for a 7-year term (early 2025 to March 31, 2032) with up to two 2-year options to renew.

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. Proposals that do not meet all mandatory criteria will not be considered further.

The RFP Appendix B or a form substantially similar to the Appendix B must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.

The Appendix B includes the evaluated requirements and response guidelines that are intended to assist Proponents in the development of their Proposals in respect of the weighted criteria as 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 relative to a specific response guideline to demonstrate that the Proponent meets or exceeds the Province's expectations.

6. Proposal Format

- a)** Proponents should ensure that they comply with all mandatory requirements and to fully respond to all other requirements in the RFP in order to receive full consideration during evaluation.
- b)** The following format, sequence, and instructions should be followed in order to provide consistency in Proponent responses and ensure each compliant Proposal receives full consideration. All pages should be consecutively numbered.
- c)** If the RFP allows email or hard copy Proposal submission and if the Proponent is submitting its Proposal by email or hard copy then a signed Submission Declaration Template must be submitted as part of the Proponent's Proposal.
- d)** The RFP Appendix B Proposal Response Form or a form substantially similar to the Appendix B must be prepared and completed to the extent applicable; and must be submitted as the Proponent's Proposal.
- e)** Proposals should not contain links to information that is not set down directly in the Proponent's Proposal. Should this occur, the Province may disregard any referred to source of information that is not contained in the Proposal being evaluated.

7. Evaluation

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

The Province'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.

Mandatory Criteria
The Proposal must be in English
The Proposal must be received at the Closing Location before the Closing Date and Time
The Proposal must comply with the Response delivery submission method requirements set out in the "delivery of submissions" section located on the "overview" menu tab and the RFP cover page of this document and in accordance with RFP section 2.2 and 2.3.
If the Response is submitted by email or by hardcopy delivery to a physical address (if either submission method is allowed by the RFP), the Response must include a Submission Declaration (located in the "RFx documents" section of the "overview" menu tab in BC Bid) signed by an authorized representative of the Proponent
The RFP Appendix B: Proposal Response Form or a form substantially similar to the Appendix B: Proposal Response Form must be prepared

and completed to the extent applicable; and must be submitted as the Proponent's Proposal

7.2 Weighted Criteria

Proposals meeting all the mandatory criteria set out above will be further assessed against the following weighted criteria.

Weighted Criteria	Weight	Minimum score (if applicable)
Experience: See Appendix B	45	29
Approach: See Appendix B	50	33
Operating Budget: See Appendix B	5	
Total	100	

7.3 Tie Breaker

If there is a tie between one or more Proponents, then the Proponent with the highest score in the Approach category set out in above section 7.2 will be considered the lead Proponent. If after the foregoing a tie remains between one or more Proponents, then the Proponent with the highest score in the Experience category set out in above section 7.2 will be considered the lead Proponent. If after all of the foregoing, there remains a tie between one or more Proponents, then in that event, the tie shall be finally broken by utilizing www.random.org/lists/. All tied Proponents authorize the Province to utilize www.random.org/lists/ and the tied Proponents' names in relation to randomly generating the lead Proponent using www.random.org, which will be deemed the final and conclusive method to break the tie.

The Province will enter the tied Proponent names into the www.random.org/lists/ application (in no particular order) and select the button "randomize" once. The order returned will be used to rank the tied Proponents. For further clarity, the Proponent

that is assigned number “1” will become the lead Proponent.

The order assigned to the tied Proponents by www.random.org/lists/ shall also serve as the order of Proponents for the purpose of the RFP, including in relation to section 2.15.

The Official Contact will notify all tied Proponents in the event of a tie and offer all tied Proponents the opportunity to witness the tie breaking procedure. In such a case, all tied Proponents consent to their respective identities being made known to each other and consent to the tiebreaking procedure being conducted and broadcast through, at the option of the Province: video conferencing technology; or in person, or some combination thereof.

7.4 Reference Check

The Province may conduct reference checks on the Proponent and, if applicable, any personnel resources proposed by the Proponent.

The Proponent, on request by the Province, will provide referee information set out below for itself and for personnel resources (if applicable) that corroborates the relevant work experience.

References need to be from a referee that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name (if applicable) of referee;
- b) Current contact name, position, mailing address, telephone number and email address of the referee; and
- c) Brief description of work performed by the Proponent and the Proponent resources, if applicable.

Failure to provide the referee information set out above will result in the Proponent and Proponent resource, if applicable, failing the reference check. Reference checks

will be conducted, on a pass-fail basis, on the Proponent and Proponent resource, if applicable. The Province reserves the right to reject the Proponent and any Proponent resource whose references, in the Province's sole opinion, are deemed to be unsatisfactory.

In addition, the Province reserves the right to contact referees that were not provided to the Province by the Proponent to obtain references pertaining to the Proponent and Proponent resource (if applicable). This includes contacting substitute referees from the same reference company as the one provided by the Proponent.

The Province reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, if any, in the Province's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of the Province, including any reservation of rights set out in section 2.22 of this RFP.

Appendix A: Contract Form

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 of the attached draft agreement, and such other terms and conditions to be finalized to the satisfaction of the Province.

Appendix B: Proposal Response Form

The Proposal Response Form is available for download in the “RFx documents” section for this RFP.

Appendix C: Submission Declaration Form

Document is available for download in the “RFx documents” section for this RFP.

Appendix D: Annual Estimated Revenues and Expenses

Document is available for download in the “RFx documents” section for this RFP.

Appendix E: Staffing History

Document is available for download in the “RFx documents” section for this RFP.

Appendix F: Site Maps

Document is available for download in the “RFx documents” section for this RFP.

Appendix G: Site Infrastructure

Document is available for download in the “RFx documents” section for this RFP.