



REQUEST FOR PROPOSALS

FOR

CONSULTING SERVICES FOR City Hall Design

RFP #: 2020-10-P700

ISSUED ON: October 28th, 2020

CLOSING DATE AND TIME: November 30th, 2020 AT 2:00 PM, Local Time

Summary, Contents & Instructions:

Summary:

Through this Request for Proposal (RFP), the City of West Kelowna (the “City”) invites Proposals for consulting services for the City Hall Design project (the “Services”), as described further in Part A herein.

This RFP document sets-out: the details of the Services required; the process for submission, evaluation and award of the Contract; the terms and conditions of the Contract; plus forms which outline the information a Respondent to this RFP should submit in their Proposal.

Contents:


This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Services** – full details of the consulting Services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the City will enter into with the selected Consultant
- **Part D: Submission Forms** – the forms a Respondent should submit in their Proposal

Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
---	---

Part A: The Services



This Part A provides details on the consulting Services required by the City of West Kelowna. Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form the scope of work in the final Contract.

1. Overview / Background:

The City of West Kelowna (CWK) is seeking a team of qualified design & engineering professionals to act as the Coordinating Registered Professionals, with an identified lead consultant, to work with the CWK to complete multiple phases associated with the design, inspection and reporting of a City Hall construction project.

Phase 1 Concept Plan and Needs Assessment

1. Finalize pre-design work associated with site analysis, needs assessment, and building footprint in preparation for developing a conceptual plan
2. Finalize project needs assessment based on Government Office Space Standards (GOSS) of BC space requirements
3. Work with owners project design and construction committee to finalize conceptual plan on selected site
4. Complete a concept plan and Class D cost estimate
5. Work with 3rd party service provider to develop approximately 15,000 additional square feet of space (Optional)

Phase 2 Detailed Drawings and Specifications

1. Consult with owners project design team to develop detailed design drawings
2. Finalize project drawings, functional servicing reports, and specifications
3. Complete a Class A cost estimate
4. Support CWK and Construction Management team with in creating a tender package for future procurement process.
5. Work with 3rd party service provider to develop detailed design drawings for that space (Optional)

Phase 3 Construction Review

1. Coordinate with the Construction Management team (yet to be hired), to declare what inspections need to happen and when
2. Act as the coordinating registered professional to meet the statutory inspection requirements associated with their designs
3. Deliver all required documentation, field notes, shop drawings, approvals, reports, etc. associated with the design and inspection
4. Work with 3rd party service provider to complete the necessary coordination, inspections, reporting and documentation (Optional)

2. Introduction:

The City of West Kelowna (CWK) is a growing community located in British Columbia's Okanagan Basin. The municipality was incorporated in December 2007. Prior to that time it formed part of the Regional District of Central Okanagan (RDCO).

Consulting Services City Hall Design

In 2008, Council asked staff to conduct a study to determine the best possible locations for municipal offices to serve the newly incorporated municipality. Staff provided several options to Council, including the possibility of temporarily renting commercial space.

In the summer of 2008, Council approved a conversion of an existing Community Hall located at the Mount Boucherie Complex into Municipal Hall office space. The Mount Boucherie Complex is located at 2760 Cameron Road and the conversion of the Community Hall was to be for an interim period until a future Municipal Hall could be built.

In 2012, the CWK completed an Office Accommodation Study to analyze the current and future office space needs. The study compared the current Municipal Hall to the Government Office Space Standards (GOSS) and found that the facility is at capacity. To ensure future staffing needs could be accommodated, the study recommended that the CWK increase and add to its existing work space.

Between 2012 – 2016, the CWK worked with consultants, architects, and engineers to design a Civic Centre project that would include a 3rd party partnership to build a Municipal Hall facility as well as a Commercial Office Building, Two Residential Buildings, and a Public Plaza. On September 17, 2016 a referendum was held to seek approval to borrow \$7.7 Million to complete this mixed-use project; however, the borrowing bylaw was defeated and that project and the City of West Kelowna needed to seek alternative options for Municipal Hall space.

Between 2016 – 2020, the CWK completed multiple space addition projects that included, but was not limited to the following: purchased additional temporary portable trailer systems, renovated existing spaces into additional workspaces, leased office space, and created a work from home program for special circumstances when working from the office was not possible. Currently staff are spread across 4 different sites throughout the community.

On October 6, 2020 Council approved a borrowing bylaw for the CWK to borrow up to \$11M to build a City Hall. The City has an additional \$7M in reserves to bring the total project budget to \$18M.

Project Details at a Glance:

In 2020, the CWK completed a preliminary space needs assessment to determine the estimated space needs required for a City Hall project.

Estimated City Hall Space Needs ~25,000 square feet (*see Schedule A for further details*). Future expansion should be considered with an additional floor and expansion into other areas.

It is anticipated that a minimum of an additional ~15,000 square feet of other community service space will be added to the project once formal partnership agreements have been established. This additional space does not include any partnerships with private developers and is intended to offer community services to benefit the Greater Westside.

TOTAL Project Construction Budget \$18M (incl. design, construction management, site works, servicing, construction, off site improvement, all permit fees, etc.)

+ possible future partnership work outside this budget

Project Location: Located in the neighbourhood of Westbank Centre, however the specific site remains confidential until Council has approved a proposed site and rises and reports. The site location will be provided to the successful consultant once Council has approved the location and subsequently upon contract award and signing of a confidentiality agreement.

3. Requirements & Scope of Work:

3.1. Design Services:

Detail	Status	Responsibility
<p>Preliminary Needs Assessment</p> <ul style="list-style-type: none"> - CWK completed a preliminary needs assessment that included, but was not limited to the following: current staffing levels, estimated future staffing levels, current work space needs, estimated future workspace needs, completed a GOSS space review, current fleet vehicle inventory, estimated future fleet vehicle inventory, estimated special space provisions (offices, workstations, meeting rooms, council chambers, lunch room, reception, washrooms, file rooms, first aid room, server rooms, mechanical spaces, etc.). - The design team will be required to complete further review, refinement and finalization of this document. - A copy of all background documents will be provided to the successful Design team. - Collaborate, provide input, feedback and recommendations to the City and design team to finalize the Preliminary Needs Assessment. 	<p>DRAFT Complete</p> <p>Incomplete</p> <p>Incomplete</p>	<p>CWK</p> <p>Design Team</p> <p>Construction Management Team</p>
<p>Conceptual Design</p> <ul style="list-style-type: none"> - The City have completed a conceptual plan for the site, which highlights some of the development potential on the preferred site. Further refinement of this plan is required to understand the development potential for the entire site, site servicing, offsite improvements, grading, etc. - Consultation with the design review team, and development of presentation materials for City Hall staff, stakeholders and the public will be a required part of the proposed consultation strategy. The city will lead stakeholder and public consultations with support from the consultant. - All renderings & illustrations must be provided to the City upon its reasonable request, and be submitted to the satisfaction of the City. - A copy of all existing conceptual documents will be provided to the successful design team. 	<p>DRAFT</p> <p>DRAFT</p> <p>Incomplete</p>	<p>Design Team</p> <p>City</p> <p>Construction Management Team</p>

<ul style="list-style-type: none"> - Collaborate, provide input, feedback and recommendations to the City and design team to finalize the Conceptual Design and corresponding cost estimates. 		
<p>Geotechnical Investigation</p> <ul style="list-style-type: none"> - A preliminary geotechnical investigation is planned for completion this fall. - Results will be made available to the successful proponent. - If the consulting team feels that further geotechnical investigation is warranted, the scope should be outlined in the proponents RFP, however may be procured by the City outside of the contract resulting from this RFP. 	<p>Pending</p>	<p>CWK & their consulting geotechnical engineer</p>
<p>Design Services</p> <ul style="list-style-type: none"> - The design team will be required to meet regularly with the City’s integrated design & construction committee, which will consist of internal stakeholders, design and construction specialists, construction management teams, and others on an as needed basis. - The design team will consist of all the required qualified professionals to deliver a final conceptual design, functional servicing reports, detailed design, issuance of IFC Drawings & supporting tender documentation for the planning, civil works, building design & construction for the entire project that are compliant with the applicable Policies, Bylaws, Acts, and Regulations, of the day. - The design team will be responsible to work with the design and construction committee to finalize the design requirements, design a product that is achievable within the given budget. - Consultation with the design review team, and presentation materials for City Hall staff, stakeholders and the public will be a required part of the proposed consultation strategy. - All renderings & illustrations must be provided to the City upon its reasonable request, and be submitted to the satisfaction of the City. <p>Considerations for Design</p> <ul style="list-style-type: none"> - The final product should have expansion potential for another floor or into other outdoor spaces. - Shared resources and common areas should be considered for building tenants throughout. - Consideration of sustainable building, site design and construction practices should be explored. - Durable finishing, back up power, utility servicing routes, energy and environmental efficient design, etc. - A wood first theme may be explored through design and construction of the frame, flooring, and interior design elements. - Site security and CEPTED principles should be prioritized through the design. - Consideration of local Indigenous art and culture elements that celebrates the heritage across the Greater Westside. - Consideration for Active Transportation initiatives and the end of trip 	<p>Incomplete</p>	<p>Design Team</p>

Consulting Services City Hall Design

<p>requirements.</p> <ul style="list-style-type: none"> - Work with the City’s design team and engineering to explore the opportunity for a “District Geothermal Energy System”. - Unique, practical and cost effective solutions for retention and disbursement of onsite stormwater, snow storage, etc. - Collaborate, provide input, feedback and recommendations to the City and design team to finalize the Detailed Design and corresponding cost estimates. 	<p>Incomplete</p>	<p>Construction Management Team</p>
<p>Construction</p> <ul style="list-style-type: none"> - The design team will be responsible to complete the necessary statutory site inspections to facilitate project close out. - The design team will be responsible for all costs associated with these inspections throughout construction. - The design team will be responsible to coordinate site inspections with the construction management team on an as needed basis. - Respond to all City and Construction Manager communications during the tender and construction process. - Prepare all tender and contract documentation for each trade in accordance with the City’s Purchasing Policy, and in accordance with all applicable trade agreements of the day - Review tender submissions, make recommendations for hiring sub-trades based on tender reviews, coordinate scheduling - Collaborate with the design team to coordinate the necessary statutory site inspections, reporting, etc. - Serve as the construction site superintendent and all associated duties - Responsible for all financial tracking, purchasing, lien and deficiency holdbacks, invoicing payment recommendations, etc. - Deliver regular construction updates that will be defined by the City on schedule, finance, invoicing, communications, etc. - Coordinate site meetings, walk throughs and tours with the City and design team, prepare meeting material, ensure the construction contractor provides pole-mounted time lapse video for the construction period, take meeting minutes and disseminate to all necessary parties, etc. - Responsible for site health and safety 	<p>Incomplete</p>	<p>Design Team</p> <p>Construction Management Team</p>
<p>Construction Reporting</p> <ul style="list-style-type: none"> - The design team will be responsible to complete all the necessary statutory reporting to facilitate project close out. - The design team will be responsible for all costs associated with this reporting. 	<p>Incomplete</p>	<p>Design Team</p>

Consulting Services City Hall Design

<ul style="list-style-type: none"> - The design team will be responsible to coordinate with the construction management team, and contractors on an as needed basis to complete the necessary reporting. - As built information will be required and must follow City data standards as it related to Asset Data and Budget Data. - Responsible to coordinate the compilation and delivery all QA/QC inspections, meeting notes, weekly updates, warranty information, turn over, as built information, record documentation, etc. - As built information will be required and must follow City data standards as it related to Asset Data and Budget Data. 	<p>Incomplete</p>	<p>Construction Management Team</p>
---	-------------------	-------------------------------------

4. Other Requirements:

To deliver a comprehensive design, review and close out package for the City of West Kelowna.

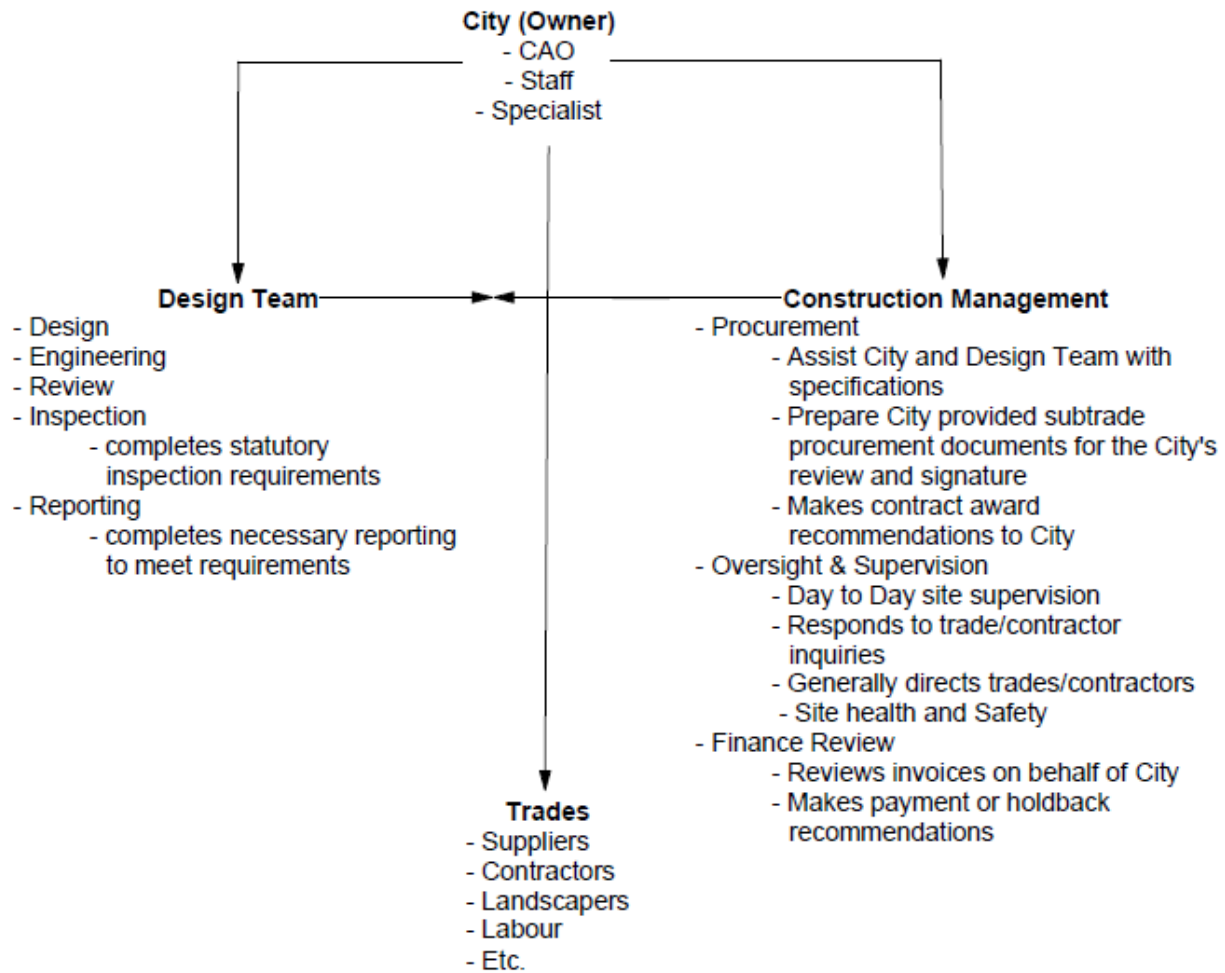
5. Proposed Timeline:

Item	Deadline
Contract Award	December 7, 2020
Conceptual Design Complete	February 16, 2020 (8 weeks + 2 weeks at Xmas)
Detailed Design Complete	March 26, 2020 (8 weeks)
IFC Drawings Complete	April 23, 2020 (4 weeks)
Start of Tendering Process	May 17, 2020 (3 weeks)
Building Occupancy	September 30, 2022
Total Completion	December 31, 2022

6. Reference Material / Appendices:

Below is an example of the design and construction process:

Construction Management Overview



Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the City, and how the Consultant will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. Questions Regarding this RFP:

Any question a Respondent has related to this RFP process must be submitted to the City through the Bids & Tenders System by clicking on the “Submit a Question” button for the specific bid opportunity.

Questions regarding this RFP must not be submitted to the City via any other method. Answers to questions received will be provided either directly to the Respondent or via an addendum to all Respondents, through the Bids & Tenders System. Information obtained from any source other than the City through the Bids & Tenders System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the ‘Deadline for Questions’ detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the City shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the City’s discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	October 28, 2020
Deadline for Questions	November 20, 2020 @ 2pm
Last Day for Issue of Addenda	November 24, 2020, @ 2pm
RFP Closing Date and Time:	November 30, 2020 at 2:00pm Local Time
Contract Execution Date (estimated)	December 7, 2020

1.3. Submission of Proposals (Location, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

Electronic Submissions Only: Proposals must be submitted electronically through the City’s online *Bids & Tenders* System at

<https://westkelowna.bidsandtenders.ca/Module/Tenders/en/Home/BidsHomepage>

- Proposals sent by Email, paper copy, fax, or other methods will not be accepted.

- **RFP Closing Date and Time:** Electronic Proposals must be completed and confirmed as ‘submitted’, in accordance with the submission requirements of the *Bids & Tenders* System instructions, no later than the RFP Closing Date and Time detailed in section 1.2. The RFP Closing Date and Time shall be determined by the *Bids & Tenders* System web clock. Late submissions are not permitted in the *Bids & Tenders* System.
- **Format:** A Proposal must be submitted in accordance with the *Bids & Tenders* System submission requirements, which will include submitting all of the information required in the forms listed under Part D – Submission Forms, of this RFP.
- ***Bids & Tenders* System Instructions:**
 - All Respondents shall have a *Bids & Tenders* System ‘Vendor Account’ and shall be registered as a ‘Plan Taker’ for this RFP opportunity, which will enable the Respondent to follow the on-screen instructions to: download the RFP document; receive addenda email notifications; download addenda; and submit a Proposal electronically through the *Bids & Tenders* System.
 - Respondents are cautioned that the timing of their Proposal submission is based on when the Proposal (also referred to in the system as the “Bid”) is received by the *Bids & Tenders* System and not when a Proposal is submitted. Uploading of Proposals can be delayed due to file transfer size, transmission speed and other factors. For this reason, it is recommended that Respondents allow sufficient time to upload their Proposal, including all attachments and other submission details.
 - If any problems are encountered in using the *Bids & Tenders* System, Respondents should contact the *Bids & Tenders* Support team at support@bidsandtenders.ca at least 24 hours prior to the RFP Closing Date and Time.
 - Once a Proposal is successfully submitted, the *Bids & Tenders* System will send a confirmation email to the Respondent advising that the Proposal was submitted successfully. If this confirmation email is not received, Respondents should contact support@bidsandtenders.ca.
 - Attachments uploaded to the *Bids & Tenders* System must not exceed 500MB in total file size.

The City of West Kelowna assumes no responsibility for the receipt of Proposals where the instructions detailed above, or on the *Bids & Tenders* System, have not be complied with.

2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.

- 2.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the City in accordance with Section 5 of this Part B.
- 2.2. "Bid", "Bids" or "Tenders" are terms used in the *Bids & Tenders* System and mean either the RFP opportunity within the system, or an aspect of the RFP opportunity, depending on the context. The use of these terms in no way infer that this RFP is an irrevocable bid or tender process.
"Bids & Tenders System" means the City's online bidding platform, which all Respondents must register, login and follow in order to submit a Proposal to this RFP. The *Bids & Tenders* System is accessed at
<https://westkelowna.bidsandtenders.ca/Module/Tenders/en/Home/BidsHomepage>
- 2.3. "City" means the City of West Kelowna
- 2.4. "Contract" means a written agreement for the provision of the Services that may result from this RFP, executed between the City and the successful Respondent to this RFP.
- 2.5. "Consultant" means the successful Respondent to this RFP who enters into a Contract with the City.
- 2.6. "RFP Closing Date and Time" means the date and time that Proposals to this RFP must be received by in accordance with Section 1.3 of this Part B. The time will be determined by the *Bids & Tenders* System web clock.
- 2.7. "Proposal" means a Proposal submitted by a Respondent in response to this RFP.
- 2.8. "Respondent" means a person or entity that submits a Proposal to this RFP.
- 2.9. "RFP" means this Request For Proposals # 2020-10-P700, including all Parts A to D.
- 2.10. "Section" means the numbered section of the referenced part of this RFP.
- 2.11. "Services" means the consulting Services which the City seeks to be provided by the Consultant, as outlined in Part A.
- 2.12. "Sub-Consultant" means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 1.3 of this Part B.

4. Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date and Time, the Respondent should amend the Proposal through the *Bids & Tenders* System. To withdraw a Proposal after the Closing Date and Time, the Respondent should submit a request in writing to: Attn: Purchasing Manager, City of West Kelowna, 2760 Cameron Road, West Kelowna, BC. V1Z 2T6.

5. Addenda Issued by City:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the City may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the RFP opportunity on the *Bids & Tenders* System. Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the City deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the City may extend the RFP Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Respondents will be requested to acknowledge any addenda issued through the *Bids & Tenders* System before they can submit a Proposal.

6. Evaluation of Proposals & Award of Contract:

The City will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include City employees. The City's intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

6.1. Mandatory Criteria:

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

Mandatory Criteria:	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.3
2	The Proposal must include the following completed forms: <ul style="list-style-type: none">• Pricing Form• Proposed Methodology and Approach• Experience on similar projects, resumes & references• Resource allocation• Exceptions to Contract Form

6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

EVALUATION SCORE SHEET –

PROJECT:		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
PROPONENT:							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
Proposed Methodology & Approach	25						
Experience on similar projects, resumes & references	25						
Resource Allocation	15						
Exceptions to the Contract	5						
Price	30						
EVALUATION TOTAL:							

6.3. Scoring Method:

The following method will be used to score the criteria:

- **Price:** Price will be scored relative to other Respondents using the following formula:
 - *Lowest Price ÷ Respondent’s Price × Weighting = Score*

Other Criteria: All other criteria (except Price) will be scored by the evaluation committee, which will then be multiplied by the Weighting factor to provide a total weighted score out of 100 which includes price.

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the City will allow the following remedies and clarifications at its sole discretion:

- **Remedy for missing Mandatory Criteria:** If the City finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the City may provide written notification to a Respondent which identifies the requirements not met and

provides the Respondent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the City to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time.

- Clarification of Proposals: During evaluation of the scored criteria, the City may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the City may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the City. In the event that two or more Proposals have an equal total weighted-score, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the City.

6.6. Conclusion and Execution of a Contract

Neither the City nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the City, to conclude a Contract, it is expected that the City and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The City would seek to execute a Contract within 10 days of issuing an invitation to the Respondent to conclude a Contract. If the City and Respondent do not, for any reason, execute a Contract within this time-period, the City may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The City may then continue this process until a Contract is executed, or there are no further Respondents, or the City otherwise elects to cancel the RFP process entirely. For clarity, the City may discontinue discussions with a Respondent if at any time the City is of the view that it will not be able to conclude a Contract with that Respondent.

7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:

All Proposals are to be in the English language only.

7.2. **Only One Entity as Respondent:**

The City will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. Any other entity involved in delivering the Service should be listed as a Sub-Consultant. The Respondent may include the Sub-Consultant and its resources as part of the Proposal and the City will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Consultants to be used in the Service must be clearly identified in the Proposal.

7.3. **Proposals to Contain All Content in Prescribed Forms:**

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The City may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. **References and Experience:**

In evaluating a Respondent's experience, as per the scored criteria, the City may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the City's own experience with the Respondent.

7.5. **RFP Scope of Work is an Estimate Only:**

While the City has made every effort to ensure the accuracy of the Services described in this RFP, the City makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. **Respondent's Expenses:**

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the City, if required. The City will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. **Retention of Proposals and FOIPPA:**

Proposals submitted to the City will not be returned and will be retained by the City and shall become the property of the City upon submission. Respondents should note that the City may choose to make public any part of this Proposal, any Proposal and any executed contract including the Contractors name and total contract price and further that, regardless of whether and the extent to which the City elects to make anything available to the public, the City would be required to disclose all or part of a Proposal or the executed contract pursuant to a request for disclosure under the Freedom of Information and Privacy Act (FOIPPA). Respondents should be aware of and review the City's obligations under FOIPPA and the

City's limited ability to refuse to disclose third party information pursuant to Section to section 21 of FOIPPA.

7.8. Notification and Feedback to Unsuccessful Respondents:

At any time up until or after the execution of a written Contract with the Contractor, the City may notify unsuccessful Respondents in writing through the *Bids & Tenders* System that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with a City representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the City's sole discretion in order to protect the confidentiality of other Respondents and the City's commercial interest.

7.9. Conflict of Interest:

All Respondents must disclose an actual or potential conflict of interest, by answering the questions related to Conflict of Interest that are requested of Respondents by the *Bids & Tenders* System when submitting a Proposal. The City may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and City employees) create or could be perceived to create a conflict of interest.

The City may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process.

7.10. Confidentiality:

All information provided to Respondents by the City as part of this RFP process is the sole property of the City and must not be disclosed further without the written permission of the City.

7.11. No Contract A and No Claims:

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the City and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the City are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the City for any damage or other loss resulting from a Respondent's participation in this RFP, including where the City does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the City not execute a Contract with the Respondent for any reason whatsoever.

7.12. Right to Cancel RFP:

Although the City fully intends to conclude a Contract as a result of this RFP, the City may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.13. [Governing Law and Trade Agreements:](#)

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

Part C: The Contract



This Part C details the Contract terms and conditions that the City will enter into with the Consultant at the conclusion of the process outlined in Section 6.6 of Part B.

The City and the successful Respondent shall enter into a Contract for the Services using the following terms and conditions:

Consultant Services Contract for

THIS AGREEMENT dated the **XX day of Month, year**

BETWEEN: **CITY OF WEST KELOWNA**
2760 Cameron Road
West Kelowna BC V1Z 2T6
(the "City")

AND: Company Name
(the "Consultant")

GIVEN THAT the City wishes to engage the Consultant to provide certain services to the City and the Consultant wishes to contract with the City to provide such services to the City, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the City and the Consultant agree as follows:

1. Definitions

In this Agreement, in addition to the words defined above,

- (a) "Consultant's Proposal" means the Consultant's written proposal to the City for performance of the Services, dated month, day 202X, a copy of which is attached.
- (b) "City Representative" means **Manager's Name & Title** or such other person as the City may appoint in writing.
- (c) "Governmental Approvals" means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.

- (d) “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- (e) “Personnel” means any individuals identified by name in the Consultant’s Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the City;
- (f) “RFP” means the Request for Proposals for the services issued by the City dated **Month, day, 202X**.
- (g) “Services” means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) “Specifications” means the specifications and other requirements for the Services set out in the RFP.
- (i) “Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

2. Consultant Services

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Consultant shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) assist the City in obtaining and maintaining in good standing and Consultant shall comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the City and the City Representative in accordance with the customary standard of care;
- (e) and pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

Project Scope Modifications

2.1 The consultant is advised that the City may modify elements of the project scope where these modifications are in the best interests of the City. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The City will ensure the consultants are paid all eligible fees for works completed to the date of any proposed modification. Where

unanticipated delays occur (for any reason) that impact (delay) aspects of the consultants work program, the consultant shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of City staff.

3. Term

This Agreement shall commence on **start date, 202X** and expire on **end date , 202X**.

4. Consultant Personnel

The Consultant will perform the Services using only the Personnel named in the Consultant's Proposal, unless otherwise approved in writing by the City Representative.

5. Warranty as to Quality of Services

The Consultant represents and warrants to the City that the Consultant and the Personnel have the education, training, skill, experience and resources reasonably necessary to perform the Services in accordance with this Agreement and the customary standard of care and the Consultant acknowledges and agrees that the City has entered into this Agreement relying on the representations and warranties in this section.

6. Remuneration & Reimbursement

The City shall pay the Consultant for the performance of the Services as follows:

For fees in the amount of **Contract Value** (excluding taxes and options) as outlined in your company's proposal submission dated **Month, day, 202X**.

7. Taxes

The City shall be responsible for paying any goods and services taxes and provincial sales taxes payable with respect to the provision of the services to the City.

8. Invoices & Payment

Not more than once each month, the Consultant may deliver an invoice to the City, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The City shall, acting reasonably, to the extent the City is satisfied the fees and disbursements are for Services satisfactorily performed by the Consultant, pay the Consultant the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the City.

9. Hold Back or Set Off

The City may hold back payment or set off against payment if, in the opinion of the City acting reasonably, the Consultant has failed to comply with any requirements of the Contract.

10. City's Representative

The City appoints the City Representative as the only person authorized by the City to communicate with the Consultant in respect of this Agreement. The City shall not be bound to the Consultant by communication from any person other than the City Representative.

11. Indemnity

The Consultant shall indemnify, and save harmless (but not defend), the City, and its elected and appointed officials, and employees, from and against all losses, damages, costs, expenses (including reasonable legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, to the extent caused by any negligent act or omission, on the part of the Consultant, its employees, Consultants or agents, connected with the performance or breach of this Agreement by the Consultant. The Consultant's obligations under this section shall survive the expiry or earlier termination of this Agreement

12. Workers Compensation

The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the City, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

13. Insurance Requirements

The Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than **\$5,000,000.00** per occurrence, or in such a greater amount as may be required by the City Representative from time to time, acting reasonably.

The Consultant shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the City and to:

- (a) name the City as additional insured on the commercial general liability insurance
- (b) include a cross liability and severability of interest clause to ensure that any act or omission by an insured employee of the Consultant that might cause coverage to be invalidated will not affect the coverage afforded to the Consultant itself.
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and shall provide that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or reduced in limits without the insurer providing the City with 30 days written notice stating when such cancellation or reduction in limits is to be effective;

Consulting Services City Hall Design

- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the City Representative, acting reasonably.

14. Errors & Omissions Insurance

The Consultant shall, at the Consultant's expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

Minimum Insurance

- (a) Consultant Services for projects
not exceeding \$500,000 in value ----- \$1,000,000
- (b) Consultant Services for projects
exceeding \$500,000 in value ----- \$5,000,000

*The Maximum deductible in all categories shall be \$50,000/\$100,000

The Consultant accepts responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the Service on the Project.

The Consultant's professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the City of West Kelowna with prior notice of changes and cancellations.

"The Insurer and the Insured Consultant shall provide written notice to be delivered by hand, or sent by registered mail to the City of West Kelowna at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy"

15. Insurance Certificates

The Consultant shall provide the City with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the City.

16. City May Insure

If the Consultant fails to insure as required, the City may effect the insurance in the name and at the expense of the Consultant and the Consultant shall promptly repay the City all costs incurred by the City in doing so. For clarity, the City has no obligation to effect such insurance.

17. Termination at City's Discretion

The City may, in its sole discretion and without reason, terminate this Agreement upon thirty (30) days' written notice to the Consultant. If the City terminates this Agreement under

this section, the Consultant shall be entitled to be paid for all Services satisfactorily performed by the Consultant (based on the City's reasonable judgement) up to the date of such termination in accordance with this Agreement. The Consultant is not entitled to, and irrevocably waives and releases the City from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

18. Termination for Default

The City may terminate all or any part of, the Services by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this Agreement and the Consultant has not cured the breach, within seven days after notice of the breach is given to the Consultant by the City; or
- (b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the City, if the City terminates part or all of the Services under this section, the City may arrange, upon such terms and conditions and in such manner as the City considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Consultant shall be liable to the City for any expenses reasonably and necessarily incurred by the City in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the City exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The Consultant may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement.

19. Records

The Consultant:

- (a) **shall keep proper accounts and records of its performance of the Services**, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the City, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the City, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the City and shall furnish the City with such information as the City may from time to time require regarding those documents; and

- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

20. Copyright & Intellectual Property

The Consultant irrevocably grants to the City the unrestricted license for the City to use and make copies of for the City's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright may exist. Without limiting the foregoing, the Consultant irrevocably grants to the City the unrestricted license for the City to use for the City's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

21. Agreement for Services

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the City as an agent of the City or has any authority to bind the City in any way whatsoever.

22. Withholding Taxes

The Consultant will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above.

23. Assignment

The Consultant shall not assign this Agreement or the benefit hereof without the prior written consent of the City, at its sole discretion.

24. Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

25. Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or e-mail, addressed as follows:

- (a) To the City:
City of West Kelowna
2760 Cameron Road
West Kelowna, BC V1Z 2T6
E-mail Address:
Attention:

To the Consultant:

Address
E-mail Address:
Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

26. Interpretation & Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

27. Binding on Successors

This Agreement ensures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

28. Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

29. Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

30. No Media Clause

The Consultant may only communicate publicly about the project once written consent from the City has been provided to the Consultant. This includes pre-approval for print, electronic and verbal communications in the public realm. All matters under this contract will be considered confidential as the City's role is to lead and be responsible for public communications. Employees of the consultant and all sub-contractors shall not issue personal posts about the project, including on their private social media accounts.

CITY OF WEST KELOWNA
by its authorized signatories:

Mayor:

Clerk:

Company Name
by its authorized signatories:

Name:

Name:

Part D: Submission Forms



This Part D contains forms detailing the information that should be submitted with the Proposal, as detailed in Part B.

Part D Contents:

This Part D contains the following forms:

- Pricing Form
- Methodology & Approach Form
- Experience & References Form
- Resource Allocation Form
- Exceptions to Contract Form

PRICING FORM



Proposals must include this Pricing Form (Page 29), with all pricing tables completed. No changes to this form shall be made, except for completing the requested pricing information in the spaces provided.

In addition to completing this Pricing Form, Respondent should also provide a task fee schedule breakdown, as detailed under section 5 of this this form.

The form should be completed with; a PDF writer program; or by print, hand completion and scan. The completed form must be uploaded with the Proposal as prompted by the 'Document Upload' instructions in the *Bids & Tenders* System.

Evaluation Factors:

The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part B of this RFP.

1. Pricing Basis:

Pricing entered into the tables **A & B (Page 32)** below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes including the PST, but not the GST.
- b. The Total Contract Price is all-inclusive and includes for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c. Prices shall be firm for the entire Contract term.

2. Fixed Lump Sum Prices:

The following are the Fixed Lump Sum Price items, and apply to the services identified as fixed lump sum work in Part A – the Services:

Scope of Work Item
Conceptual Design
Detailed Design
IFC/Tender Service
Collaboration
Review and Inspection
Close Out/Reporting
Post Disaster Design – Optional Price Item
3 rd Party Optional Work - Conceptual design

- | |
|-----------------------------------|
| - Detailed design & Collaboration |
| - IFC/Tender Services |
| - Construction Review |
| - Close out & Reporting |

Unit Prices:

The following are Unit Prices items, and will apply if, as and when required, to the services identified as unit price work in Part A – the Services:

Unit Price Item
Consultant A
Consultant B
Consultant C
Mileage
Misc. Expenses & Disbursements

3. Payment Terms:

The Consultant shall invoice as follows:

- Fixed Lump Sum Prices shall be invoiced following the completion of each Scope of Work Item. The City shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.
- Unit Price work shall be invoiced at a monthly frequency for unit price work completed and expenses incurred during the prior month. The City shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.

4. Task Fee Schedule Breakdown

Proposals should include a Task Fee Schedule Breakdown. This Task Fee Schedule Breakdown can be in a format of the Respondent’s choosing, but should detail the following in order for the City to be able to evaluate the level of effort included as per the Scored Criteria (section 6.2 of Part B).

Task Fee Schedule Breakdown should provide the following detail:

- Detail of personnel, hours and the hourly rate for each Scope of Work for Fixed Lump Sum Work identified in Part A – the Services, and section 2.
- Detail of expenses and disbursements for each Scope of Work for Fixed Lump Sum Work identified in Part A – the Services, and section 2.
- The total of the Task Fee Schedule Breakdown must match the Total Fixed Lump Sum Contract Price submitted in section 2 of this Pricing Form.

Price Form (upload with your submission)

Fixed Lump Sum Prices:

Table A

Scope of Work Item	Fixed Lump Sum Price
Conceptual Design	\$
Detailed Design	\$
IFC/Tender Service	\$
Collaboration	\$
Review and Inspection	\$
Close Out/Reporting	\$
3 rd Party Optional Work - Conceptual design - Detailed design & Collaboration - IFC/Tender Services - Construction Review - Close out & Reporting	\$
TOTAL FIXED LUMP SUM CONTRACT PRICE:	\$

GST Extra

Unit Prices:

Table B

Unit Price Item	Cost/Price
Consultant A	_____ per hour
Consultant B	_____ per hour
Consultant C	_____ per hour
Mileage	_____ per km
Misc. Expenses & Disbursements	Cost plus _____ % markup

GST Extra

METHODOLOGY AND APPROACH FORM



Proposals must include, in a format of your choice, the details requested in this Methodology & Approach Form.

This section of your Proposal must be labelled as “Methodology & Approach Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders System*.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of methodology, team and schedule will include:

- Demonstration that the Respondent understands the work required and factors to be considered during the Services;
- Experience and expertise of the proposed team;
- Ease of working with the proposed team considering the setup and ease of meeting;
- Suitability of the schedule proposed; plus
- Level of effort and hours proposed for Fixed Lump Sum Price Work (as per the Task Fee Schedules submitted under Pricing Form).

1. Methodology & Approach:

Please provide, in a format of your choosing, the following details of the methodology and approach to be employed by your firm and Sub-Consultants (if applicable) to deliver the Services outlined in Part A:

- Detail your overall approach and methodology to deliver the Services
- Detail the organization of your team
- Address the scope of work and related issues
- Demonstrate your understanding of the assignment
- Describe project management techniques to be used for successful project delivery
- Detail the schedule for performance of the Services, including the task / phases of the work and timelines to meet the required dates detailed in Part A.
- Detail the number of visits to be made by team members to the City of West Kelowna and/or the Project Site.

EXPERIENCE & REFERENCES FORM



Proposals must include, in a format of your choice, the details requested in this Experience & References Form.

This section of your Proposal must be labelled as “Experience & References Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders System*.

Respondents should provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Services. Respondents should note that the City may request the Respondent to supply contact details for the client, and may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback). The City may also, in its sole discretion, contact other owners, consultants and contractors to gather additional information which may be used to further evaluate the Respondent.

If Subcontractors are to be used in delivering the Service, then the details requested in this form should also be provided for each Subcontractor as an additional form.

Also, include resumes for each team member assigned to this project.

Factors to be considered in assessing suitability of experience will include:

- Suitability of experience with similar work and projects;
 - Civic facility experience
 - Experience with West Kelowna geography and regional context experience
 - Ability to deliver project during Covid-19 Pandemic restrictions
 - Co-location/3rd party project development experience
 - Delivery of complex projects with cost effective and practical solutions
 - Experience with wood first, sustainability, energy efficiency, etc.
- Feedback from Client references and others, if the City chooses to contact references
- Team strength
- The City’s own experience with members of the design team

RESOURCE ALLOCATION FORM



Proposals must include, in a format of your choice, the details requested in this Appendix C – Resource Allocation Form.

This section of your Proposal must be labelled as “Resource Allocation Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of resource allocation will include:

- Value for dollar
- Number of hours dedicated to the various tasks
- Efficiencies identified
- Timeline & Schedule
 - It is understood that an aggressive and challenging timeline has been proposed.

1. Resource Allocation:

Please provide, in a format of your choosing, the following details for the resources to be allocated by your firm and Sub-Consultants (if applicable) to deliver the Services outlined in Part A:

- Describe the work, time and effort proposed to be spent on each task/phase of the Services.
- Indicate the appropriate balance of skills and level of effort required of each team member according to the work plan for each task/phase.
- Provide details on the overall expertise of your firm and any sub-consultants to be used.
- Provide details on the expertise of the proposed Project Manager.
- Provide details on the quality of the team proposed.

EXCEPTIONS TO CONTRACT FORM



Proposals must include, in a format of your choice, the details requested in this– Exceptions to Contract Form. No changes to this form must be made, except for completing the requested information in the spaces provided.

This section of your Proposal must be labelled as “– Exceptions to Contract Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders System*.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of exceptions to contract will include:

- Ease for the City in accepting any proposed exceptions to the terms and conditions.

1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Consultant.

We further understand that by selecting Statement A, the City will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Consultant:
(please specify exceptions in space below):

H:\PURCHASING\RFP_