



Contract 4716P

Consulting Services for the Lansdowne Road Project

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a consulting team to develop and prepare the concept, design and implementation strategy (the “Strategy”) for the transformation of Lansdowne Road.
- 1.2 Consulting firms which are currently engaged in the in development projects within the Project area described for this RFP may not be considered for this Project.
- 1.3 The objective of this Request for Proposal (“RFP”) is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
 - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - b) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this Request For Proposal;
 - d) “Consultant” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract under this RFP and who enters into a written Agreement with the City to perform and to oversee the Work.

- e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
- f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced
- g) “H.S.T.” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- h) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- j) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- n) “Services” means the same as “Work”;
- o) “Successful Proponent” means the same as “Consultant” and
- p) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its

obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Submission Details

- 3.1 One (1) hard copy, and one additional electronic copy (on a CD ROM or memory stick) of Proposals marked “**Contract 4716P - Request for Proposal for Consulting Services for the Lansdowne Road Project**” and addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 3:00 pm, local time on August 17th, 2012. Submissions received after this time will be returned to the sender unopened.
- 3.2 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.3 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.4 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 3.5 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 3.6 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

4. Enquiries and Addenda

- 4.1 Clarification of terms and conditions of the Request for Proposal document and RFP process and all other inquiries shall be directed to:

Kerry Lynne Gillis

Buyer II, Contracting Specialist

E-mail: purchasing@richmond.ca

Purchasing Section

City

- 4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of the potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:
- a) City: <http://www.richmond.ca/busdev/tenders.htm>
 - b) BC Bid:
<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 4.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 4.5 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Friday, August 10th, 2012. The City reserves the right not to respond to inquiries received after this deadline.
- 4.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

5. Project Background

- 5.1 Lansdowne Road intersects No 3 Road, Richmond's pre-eminent retail avenue and civic spine, at the geographic centre of the downtown. The Lansdowne Road West Transformation Project area encompasses an 800 m long section of the existing street between No. 3 Road and River Road to the west (refer to the map appended to this RFP). This section connects the Lansdowne and Oval Villages, two of downtown Richmond's emerging urban villages, and will be the primary pedestrian, bike, transit, and vehicle route linking the iconic Richmond Olympic Oval and the Middle Arm riverfront with the "centre of the Centre" at the intersection Lansdowne Road and No. 3 Road.

- 5.2 Lansdowne Road is unique. While the proposed project is focused west of No. 3 Road, the entire 1.7 km length of Lansdowne Road, from the Middle Arm to the Garden City Lands will ultimately be transformed by a series of important civic destinations including the Oval, No. 3 Road, Lansdowne Canada Line station, Kwantlen University, and a possible future main library. A 4 ha (10 acre) landmark urban park is identified for inclusion in the future redevelopment of the Lansdowne Shopping Centre site, and within the project area, a 10 m (33 ft) wide linear park incorporating public art, sustainable development features, and a variety of community amenities is proposed to stretch the full length of the street's north side. The total combined street width, including the proposed park, will be over 30 m (98 ft), allowing for the creation of an exceptionally green and beautiful walking, rolling, and cycling environment punctuated by memorable places and opportunities for special events (e.g., parades, street festivals), together with its general traffic, transit and other related functions.
- 5.3 Redevelopment is occurring rapidly in Richmond's downtown with of a number of rezoning applications already underway within the project area. The transformation of the street will occur incrementally, with land acquisition and construction taking place in concert with adjacent development sites and City initiated transportation and infrastructure improvement projects. In light of the challenges inherent in the incremental transformation of Lansdowne Road West, the City of Richmond requires a design framework and a coherent implementation strategy to guide the development of this important civic corridor.

6. Project Objectives

- 6.1 To create a vision for a new, dynamic civic corridor and urban promenade that is structured to function in multiple modes; in daily use through the seasons, for special event use at various scales, and as the stage for large-scale civic events that will occupy the entire street.
- 6.2 To identify a series of distinctive character zones, responding to location-specific program objectives and opportunities along the route, united within a coherent, pedestrian-friendly streetscape.
- 6.3 To develop a plan for a "street of art" that includes large-scale, iconic public art as well as more intimate, interactive works and interesting street furniture.
- 6.4 To provide direction for the integration of places for social gathering, recreational activities and other public open space program elements (e.g., seating areas, weather protected activity areas).

- 6.5 To provide direction for the integration of high performance infrastructure (e.g., innovative rainwater management integrated within the urban realm, significant numbers of street trees in complete growing environments) that will advance the City’s “Eco-plus” objectives.
- 6.6 To articulate design guidelines for fronting developments to encourage high-quality, sophisticated architectural design that contributes towards, among other things, a rich, distinctive character and an appropriate sense of scale, enclosure, transparency and permeability.
- 6.7 To establish the Lansdowne Road West Transformation Strategy, a multi-disciplinary development framework that will guide the incremental development of Lansdowne Road west of No. 3 Road.

7. Scope of Work and Requirements

- 7.1 The City wishes to retain a multi-disciplinary team with expertise in urban design, landscape architecture, transportation design, innovative urban infrastructure, public art, urban ecosystems, and urban event planning to accelerate the process of preparing the necessary Transformation Strategy and provide design and technical expertise complementary to that of City staff.
- 7.2 Understanding of the street’s current conditions and related City policy including the current development context (e.g., existing and anticipated land uses, rate of change, ownership), opportunities and constraints, existing infrastructure and planned improvements, and the future direction as articulated in the CCAP, City Centre Transportation Plan, City Centre Public Art Plan, Development Cost Charge program and elsewhere.
- 7.3 Facilitation and documentation of a series of 3 one-day charettes with City staff including:
 - a) Program and Development Principles (i.e., strengths, weaknesses, opportunities, threats);
 - b) Alternative Concept Scenarios (i.e., themes, spatial relationships, etc., and their relative roles and priority in respect to achieving the vision) including the participation of development stakeholders for part of the day (e.g., 2 hours)
 - c) Preliminary Transformation Concept (i.e., examination of key program, design, phasing and implementation features and relationships).

- 7.4 Development of a preferred concept and rationale based on the Preliminary Transformation Concept for approval by the City including:
- a) A composite illustrative conceptual design plan with supportive representative images of best practices, statistics and related information
 - b) Brief description, program statement and illustrative sketches for;
 - i. Each major character area; and,
 - ii. Key nodes, outdoor rooms and landmark locations.
 - c) Brief descriptions of strategic directions in respect to:
 - i. Public open space character and programming;
 - ii. Public art;
 - iii. Sustainable, eco-friendly development;
 - iv. Multi-modal transportation;
 - v. Architectural form and character; and
 - vi. Space requirements for underground infrastructure.
 - d) Brief descriptions of strategic directions in respect to conceptual phasing strategy including:
 - i. Phase definition and flexibility (e.g., minimum length/width of street, scope of enhancements);
 - ii. Implementation requirements by phase (e.g., land acquisition, construction timing, funding considerations);
 - iii. Interim conditions and required mitigation (e.g., temporary landscaping, road transitions).
 - e) Optional public and stakeholder consultation (public open house, on-line forum or other)
- 7.5 Preparation of the Transformation Concept Report for Council approval to include, in addition to the above:
- a) Vision Statement

- b) Design Principles
 - c) Supporting illustrations, colour renderings, and aerial and ground level perspectives
 - d) A visual overview presentation of the Concept (e.g., slide show, virtual animation or other format)
- 7.6 Preparation of the Transformation Design Framework for City approval including:
- a) Plans and cross-sections/elevations for typical conditions including the configuration and look of the street;
 - b) Guidelines for the relationship of the adjacent buildings to the street including, but not limited to, setbacks, semi-public spaces, entries, façade treatments, windows, and grade separation;
 - c) Guidelines for urban realm design (e.g., universal design, rainwater management, landscape character, public art integration);
 - d) Identification of major streetscape element families (e.g., ground plane materials, site furnishings, street lights, and street trees).
- 7.7 Preparation of the Transformation Implementation Strategy for City approval including:
- a) Projected construction sequencing taking into account in-stream rezoning applications and projected development;
 - b) Land acquisition strategy for park and road, including DCC, density and related considerations;
 - c) Lansdowne Road Infrastructure Plan including road geometrics & utility up-grades.

8. Consultant Duties

- 8.1 The Successful Proponent shall be responsible to provide/complete the following:
- a) One start-up meeting with the Staff Steering Committee;
 - b) One initial site visit to review existing conditions and understand the context;

- c) All charette materials and compilation of the results for record purposes;
- d) Meetings with Staff at key milestones (five minimum), and as determined by the consultant team's work program and schedule;
- e) Presentation of the Transformation Concept to General Purposes Committee;
- f) Presentation of Transformation Design Framework to the Staff Steering Committee and
- g) Submission of the Transformation Implementation Strategy.
- h) Preparation and submission of all meeting minutes to the City project manager for review, comment and distribution.

9. Deliverables

- 9.1 The Successful Proponent will provide the following deliverables to the City:
 - a) Charette results:
 - i. Materials and results compiled into one document
 - b) Transformation Concept:
 - i. Annotated Conceptual Design plan and Conceptual Phasing Strategy plan produced in colour in both hard copy and digital formats
 - c) Transformation Concept Report:
 - i. Digital file and 20 full colour hard copies in 8 ½ x 11 format
 - ii. Presentation materials
 - d) Transformation Design Framework:
 - i. Full size scale drawings and supporting documents in colour in both hard copy and digital formats
 - e) Transformation Implementation Strategy
 - i. Full size Infrastructure Plan and supporting documents in both hard copy and digital formats
 - f) Complete Transformation Strategy

- i. Digital file and 20 full colour hard copies of the Design Framework and Implementation Strategy compiled into one document in 8 ½ x 11 format.

10. Project Schedule

- 10.1 The project schedule is provided in the table below including key dates and associated milestones. All dates are in the year 2012, unless otherwise indicated. Note that these dates are subject to change at the sole discretion of the City.

Date	Milestone
Aug. 17	RFP Closing Time
Aug. 24	Contract Awarded
Aug. 27 (week of)	Project Start-up Meeting & Site Visit
Sept. 14	Completion of Charettes
Sept. 28	Submission of Preferred Concept for review
Oct. 12	Submission of Transformation Concept
Nov. 19	Presentation to General Purposes Committee
Nov. 26	Council Meeting
Dec. 7	Submission of Design Framework
Dec. 20	Submission of Implementation Strategy
Jan. 18, 2013	Completion of Implementation Strategy

- 10.2 The project is to be completed by January 18th, 2013, with work commencing soon after the Contract is awarded. Proponents should include a project schedule in their Proposals.

11. Budget

- 11.1 A budget of \$135,000.00 Canadian, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

12. City Provided Items

- 12.1 The City will provide the following items to the Successful Proponent:
 - a) Relevant background materials, planning documents and detailed site information.
 - b) Meeting space and coordinate staff participation.
 - c) Timely review of submissions.
 - d) Coordination of optional consultation.
 - e) Preparation of staff reports to Committee/Council.

- 12.2 Any expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

13. Submission Format

- 13.1 All Proponents should provide the following information with their Submissions and in the order that follows:

SECTION A: Cover Letter

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the goods and services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.

SECTION B: Table of Contents

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

SECTION C: Experience, Reputation, Capacity, Team Composition and Resources

- a) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP.
- b) Note that the proposed Consultant team should include, at minimum, an urban designer (e.g., a registered architect), a registered landscape architect, a registered professional engineer, and a public art planner. The additional expertise of a registered professional biologist and event planning expertise is desirable.
- c) Provide sufficient information about the proposed Consultant team that includes, but is not limited to the following:

Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers for the Consultant team lead (the lead Consultant).
- ii. A corporate profile of each of the proposed Consultant team's entities outlining their histories, philosophies and target markets;
- iii. A detailed listing, with descriptions, of successfully completed projects that demonstrate the proposed Consultant team's experience with providing the types of services required by this RFP;
- iv. Detailed information of the proposed Consultant team's years of relevant experience in providing the services required by this RFP;
- v. An organization chart of the proposed Consultant team's organizational structure as this will relate to the proposed Consultant team's members that will be assigned to perform the services under this Contract. This should include the proposed Consultant team's internal reporting structures;
- vi. Proposed Consultant team's composition – provide a complete listing of all resources who will be assigned to this project. Resources will be identified as follows:
 1. A list of all personnel assigned to this project:
 - a. A brief resume identifying each of the key team member's qualifications and experience.
 - b. number of years each key team member has worked for the company and specific projects worked on.
 2. A description of available support staff resources.
 3. Confirmation of the availability of the key team members during the required time frame.
- vii. **Note:**
 1. No substitutions to the Proponent's proposed Consultant team will be allowed to perform the services without permission by City staff.
 2. Consulting firms and teams already engaged in development projects within the project area should not be included on the Proponent's proposed Consultant team. Proponent teams which include such firms (including their individual employees) may not be considered by the City.

Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their proposed Consultant team's experience, capacity and resources which they feel would be informative and beneficial to the City.

Part 3: References

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent's proposed Consultant team has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

SECTION D: TECHNICAL INFORMATION

- a) In this section Proponents should provide:

Part 1: Methodology, Work Plan and Schedule

- i. In this section, provide a specific timetable, milestones, meetings and detailed work plan for the Project, including timelines for completion of specific tasks, time requirements and identification of specific deliverables
- ii. List the City's staff, and time requirements of each that would be required to participate during the performance of the Services.
- iii. A short narrative (no more than two pages) that illustrates the Proponent's understanding of the Project, the City's Requirements, Project deliverables and Project objectives and how these will be achieved by the Proponent's methodology;
- iv. A methodology that describes the key elements of the approach that would be employed by the Proponent in undertaking this Project for the City as outlined in this RFP. Step by step procedures, documentation and a schedule of activities which indicate how it proposes to meet these needs should also be provided.
- v. A Project schedule that includes all activities, including milestones, Project meetings and reports (including interim and progress) required for this Project.

- vi. A detailed description of Project deliverables that will be provided to the City.

Part 2: Applicable Standards

- i. Proponents should reference all applicable standards to be used in determining and completing their methodologies. If there are any standards specific to the Proponent's firms (not required by applicable industry standards) that will be applied during the performance of the services, then these should be specified in the Proposals as they will need to be considered by the City.

SECTION E: FEES

- a) In this section Proponents should provide pricing, payment options and cost saving strategies to the City, including:
 - i. Total fees to the completion of the Strategy and an optional fee for the optional public consultation.
 - ii. Fee Schedule including charge out rates and level of effort for each proposed Consultant team member and disbursements. These rates should be the basis for adjustments to the value of the contract in the event the staff varies from that proposed;
- b) Confirm that all invoices are to be paid in Canadian Funds;
- c) Provide all payment terms and options available and any cost saving strategies that will benefit the City.
- d) Note that all fees should be expressed exclusive of H.S.T.

SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE

- a) In this section Proponents should provide:
 - i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
 - ii. Confirmation of Required Insurance (See section 9.1 of http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf).
 - iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

SECTION G: CONTRACT TERMS

- a) In this section Proponents should provide:
 - i. Proponents are to use this section to list their contract terms. These terms will be reviewed and at City's sole discretion, may be accepted subject to negotiation, or rejected. The City will not be obligated for any reason to accept or negotiate any of the Proponent's terms.
 - ii. Proponents may submit a copy of their standard or prototype agreement with their Proposal for reference purposes and consideration.
 - iii. Proponents may list separately any contractual terms which should be included as part of the Agreement if awarded to the Proponent and which would be a condition to acceptance of its Proposal.

14. Evaluation of Proposals

- 14.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 14.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 14.3 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
 - a) Understanding of project objectives/outcomes and vision;
 - b) Quality of methodology (including time and resource impact to City staff.
 - c) Capacity of the firm to complete the Strategy, company reputation and resources; experience and qualifications of those staff to be assigned to the Services. In addition, the City will place consideration on the Proponent's:
 - i. Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Strategy and
 - ii. Ability to communicate and work effectively with the City.

- d) Schedule and strategy for sequencing of the Work;
 - e) Fee allocation to tasks and value for money;
- 14.4 Proponents may be scheduled for interviews at the discretion of the City.
- 14.5 Reference checks may also be conducted by the City.
- 14.6 Prior to Contract award, the Proponent will be required to demonstrate financial stability the Proponent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 14.7 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 14.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

15. RFP Process

- 15.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:
- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
 - b) accept a Proposal which is not the lowest cost Proposal;
 - c) accept all or any part of a Proposal;
 - d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
 - e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;

- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
- g) cancel the RFP process at any time and reject all submissions;
- h) not accept any Proposal in response to this RFP;
- i) reject a Proposal even if it is the only Proposal received by the City;
- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.

15.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

16. Negotiations

- 16.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
 - c) specific contract details as deemed reasonable for negotiation by the City.
- 16.2 If a written contract cannot be negotiated within thirty (30) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either

enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

17. Working Agreement

- 17.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this Request for Proposal and the Successful Proponent's Submission and any negotiated modifications thereto.

18. Award of Contract

- 18.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 18.2 No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The City is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 18.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Proponent and the City;
 - c) The Proposal; and
 - d) The RFP and any subsequent addenda.
- 18.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.
- 18.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

19. Publication of the Results of the Request for Proposal

- 19.1 The City will publish the name of the successful Proponent on the websites listed in section 4.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

20. General Terms of this Request for Proposal

- 20.1 All Proposals shall be irrevocable and remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Proposal has been accepted.
- 20.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 20.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 20.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 20.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 20.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 20.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP

or because they have not complied with the process for submission set out herein.

20.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

20.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

21. Ownership of Proposals

21.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

22. Conflict of Interest

22.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.

22.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

23. Confidentiality

23.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.

23.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

24. No lobbying

24.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers,

agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 4.1.

25. Information Disclaimer

- 25.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 25.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 25.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 25.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

26. Freedom of Information and Protection of Privacy Act (BC)

- 26.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.