



5122P – Consulting Services for Development Cost Charge Program Review

1. Introduction

- 1.1 The City of Richmond (the “City”) is seeking the services of an experienced engineering/planning consultant to review and recommend changes to the City’s Development Cost Charge (DCC) program.
- 1.2 The consultant must be familiar with the respective provisions of the Community Charter and Local Government Act; as well as the latest “Development Cost Charge Best Practices Guide” and “Development Finance Choices Guide” documents, published by the Local Government Department of the Ministry of Community, Sport and Cultural Development.
- 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, interview and selection.

2. Background

- 2.1 The City, incorporated in 1879, with a current 2013 population of 205,000, is located just south of the City of Vancouver at the mouth of the Fraser River.
- 2.2 Occupying approximately 130 square kilometres, the City is comprised of Lulu Island, Sea Island, Mitchell, and Twigg Island in the Fraser delta, as well as two unserviced islands in the south arm of the Fraser.
- 2.3 The City has a strong and diverse economic base, including well-established fishing and agricultural communities, state-of-the-art technological and manufacturing industries and strong retail, tourism and service sectors. Much of Richmond’s economic base is made up of technical and support services for the aviation industry, centered at the Vancouver International Airport, located on Sea Island.
- 2.4 Richmond offers excellent development potential. The population of the City is projected to reach about 280,000 by the year 2041.
- 2.5 The City’s current Official Community Plan (OCP) titled “Moving Towards a Sustainable Community” was approved in November 2012 and will guide development within the City. See:

http://www.richmond.ca/shared/assets/OCP_9000_sustainable34165.pdf

Request for Proposal – Development Cost Charge Program Review

- 2.6 Urban growth has been directed primarily to the City Centre, while major industrial development is anticipated for the East Sector of Lulu Island, as well as for Mitchell/Twigg Islands. See:

<http://www.richmond.ca/plandev/planning2/ocp/sched2.htm>

- 2.7 Richmond is divided into 19 separate Planning and Sub-Planning Areas. There is a current Area Plan for each of these areas, which presents goals, objectives and policies specific to each area, and outlines the steps necessary to implement the plan. A profile of each area is also presented.

- a) The Hamilton Area Plan is currently being updated (including a servicing and amenity analysis). Other Area and Sub-Area plans have been updated in 2013 to be consistent with the 2041 OCP.

3. Definitions

- 3.1 Throughout this RFP 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 or Richmond;
- c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this RFP;
- d) “Consultant” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract 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 RFP, executed by the City and the Contractor and evidenced
- g) “G.S.T.” means the Goods and Services 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

Request for Proposal – Development Cost Charge Program Review

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 RFP;
- 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 RFP;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this RFP;
- 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.

4. Submission Details

- 4.1 2 (two) hard copies, and one additional electronic copy (on a CD ROM or memory stick) of Proposals marked “**Contract 5122P –Development Cost Charge Program Review**” 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 3:00pm, local time on March 11th, 2014.
- 4.2 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.3 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.
- 4.4 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.

Request for Proposal – Development Cost Charge Program Review

- 4.5 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.
- 4.6 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.

5. Enquiries and Addenda

- 5.1 Clarification of terms and conditions of the RFP document and RFP process and all other inquiries shall be directed to:

Julia Turick
Buyer II
Purchasing Section
City of Richmond

mail: purchasing@richmond.ca

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 5.3 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 RFP 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) BCBid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 5.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 5.5 The deadline for inquiries for this RFP is 5:00 pm, local time on March 4th, 2014. The City reserves the right not to respond to inquiries received after this deadline.
- 5.6 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.

6. Presentation and Interviews

- 6.1 Individual interviews by Proponents, if any, may be required. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Proponent, its own qualifications for services required, and any other area of interest relative to its Response.

7. Project Objectives

- 7.1 The primary objective of the project is to devise a DCC program and corresponding rate structure that will ensure an adequate and equitable distribution of costs associated with the provision of services necessary to support the projected growth in the City.
- 7.2 Additional objectives include:
- a) A review of the current and proposed policies and procedures, relating to Development Cost Charges, is an integral component of this project.
 - b) To identify alternatives to maintain/increase regional competitiveness in DCC rates.
 - c) To provide the City with an assessment of the range of tools available to the City/Developers for funding DCC items (i.e. DCC Front ender agreements).
 - d) To ensure the City aligns with best practises of DCC programs in general.

8. Guidelines and Principles

- 8.1 The City's current guidelines and principles for the DCC program and rate calculation include the following:
- a) Rates are levied on a municipal-wide basis and an area specific basis in the Alexandra area.
 - b) DCC program and projected growth are based on "build-out" scenario of all current Official Community Plans and Area Plans (e.g. OCP is to 2041 and the City Centre Area Plan is to 2021).
 - c) Charges are assessed based on the actual use of the land, regardless of zoning.
 - d) There are no developments exempt from DCCs, except those specified under the Local Government Act.
 - e) Single family dwellings are assessed per unit; multiple family dwellings are assessed based on building area.
 - f) Commercial DCCs and light industrial are based on building area.
 - g) Industrial DCCs are based on gross site area.

Request for Proposal – Development Cost Charge Program Review

- h) DCC projects eligible for inclusion in the program are explicitly defined with some flexibility for revisions resulting from changing development needs.
 - i) Benefit allocation and cost apportionment between existing taxpayers and new development are analyzed for each group of projects, based on specific merits.
 - j) There are separate DCCs for park acquisition and park development.
 - k) Current Municipal Assist Factor is 1%.
 - l) Single-family residential DCCs are payable at subdivision approval stage and all other developments, including multi-family residential, at the time of Building Permit issuance; or at the time of application, if sufficient information for the issuance of such permit has been submitted to the municipality. Additionally, you can also pay the industrial DCC at Subdivision approval if the owner elects to do so.
 - m) A grace period (normally one year) has been previously offered, as notification that a new DCC bylaw is coming into effect.
- 8.2 Consultants are to be prepared to provide comments, recommendations on the forgoing guidelines and principles.

9. Project Components

- 9.1 The following components of the project are identified as a guide to the many tasks required. They are not intended to be limiting or exhaustive.
- 9.2 Review the following documents and determine the necessary infrastructure servicing and parkland acquisition and development for the “Build Out” scenario:
 - Current and proposed policies and procedures in the context of the “DCC Best Practices Guide” and the provisions of the Local Government Act
 - Guidelines and Principles as outlined in Section 8.
 - Current (2010) Development Cost Charge program, including related policies and bylaws
 - Land-use and zoning designations, Official Community Plans (including all amendments) and all current and proposed Area Plans
 - Subdivision and Development Bylaw and design criteria
 - Richmond Agricultural Viability Strategy
 - Richmond Employment Lands Strategy
 - Current long range Capital Expenditure Program (CEP) for public works infrastructure
 - Current Park DCC and Land Acquisition Plan
 - Flood protection requirements as imposed by the Ministry of the Environment
 - Current growth and population projections, including the underlying assumptions

Request for Proposal – Development Cost Charge Program Review

- Parks, Recreation, Culture Master Plan
 - Richmond Construction Cost Estimating Guide
 - Water, sewer and drainage studies completed as part of the 2041 OCP
 - Urban Futures 2010 Community-level Projections of Population, Housing & Employment.
- 9.3 The consultant shall utilize all tools at its disposal, including but not limited to input from City of Richmond Engineering, Planning & Development, Parks and Finance and Corporate Services Department staff, consultation with other relevant jurisdictions, acceptable engineering practices and sound judgement, to estimate the infrastructure requirements for the DCC Program.
- 9.4 The consultant is expected to identify additional tasks, sub-tasks or issues necessary for the satisfactory completion of the project.

10. Project Deliverables

- 10.1 The consultant is expected to complete the following project deliverables:
- a) Update the cost estimates for the engineering infrastructure of the CEP with input provided by City of Richmond.
 - b) Review criteria for projects eligible for inclusion in the DCC program; and make recommendations with respect to the validity of all projects within the CEP.
 - c) Allocate benefit and corresponding cost ratios, between existing taxpayers and new development, based on the specific merits of each group of projects.
 - d) Assess the relative impact of all developments and make recommendations with respect to a more detailed breakdown of all development categories (i.e. retail commercial, office commercial, Business Park, etc.).
 - e) Determine service use criteria and equivalency factors for the identified and approved categories of development.
 - f) Calculate the DCCs based on 1%, 2%, and 5% Municipal Assist Factors and determine the impact on the City's share of the program under each option.
 - g) Prepare a comparative study of the costs of developing in Richmond with at least six other municipalities in the GVRD, incorporating ALL costs of developing unserviced land, including DCCs, using representative examples of different common types of development. Include in this study a comparison of the costs of unserviced land in each of the relevant municipalities, so as to clearly show the costs of developing in relation to the costs of land. Regional DCCs and Parkland dedication should be included in this analysis.
 - The intention of this study is to provide a meaningful comparison of all costs of development in various municipalities in the Lower Mainland.

Request for Proposal – Development Cost Charge Program Review

- The scope of review should include all significant and measurable cost of developing unserviced land, using representative examples of different common types of development.
- h) Recommend updates, if necessary, to the current DCC credit/rebate policies and recommend policies relating to the implementation of Development Servicing Agreements.
- i) Recommend implementation procedure including a suggested “Grace Period”.
- j) Prepare 10 copies of a draft report, outlining the policies, assumptions and calculations for review by City staff. Allow for three presentations: public review, stakeholders’ review, Council review.
- k) Incorporate review comments into the final “Background Report” for ultimate submission to the Local Government Department of the Ministry of Community, Sport and Cultural Development.
- l) Upon completion of the study, provide 10 (ten) copies of the final report to the City.
- m) Submit to the City a copy of the computer model used to calculate the DCCs including the required documentation for City Staff to run the program.
- n) Identify and recommend alternatives to bring new DCC rates down in order to maintain regional competitiveness if new rates are found to be relatively high from regional perspective.
- o) Identify factors or conditions that create differences in costs between other municipalities within the lower mainland.

11. Project Schedule

- 11.1 To further assist Respondents, the following target dates are provided for informational purposes only and are subject to change based upon circumstances:

| | |
|--|----------------------|
| Award of Contract and Execution of Agreement | By End of April 2014 |
| Project Completion | December 2014 |

- 11.2 If in the Consultant’s opinion more time is required to achieve the specified objectives, this should be clearly indicated in the proposal.
- 11.3 For the purposes of the proposal a minimum number of 4 (four) internal meetings with City Staff, including an initiation meeting and a presentation to the DCC

Administration Committee, and 4 (four) additional meetings with project stakeholders (Council, committees, public open house), shall be assumed.

12. City Provided Items

- 12.1 The City will provide the following items to the Successful Proponent including:
- a) Richmond Development Cost Charge Program and related Bylaws
 - b) Digital mapping including legal, topographical and overlay of existing services
 - c) Current long range Capital Expenditure Program
 - d) Parks DCC and Land Acquisition Plan
 - e) Parks, Recreation, Culture Master Plan
 - f) Official Community Plans and Area Plans, including all amendments
 - g) Population and development projections
 - h) Subdivision and Development Bylaw
 - i) Richmond Construction Cost Estimating Guide
 - j) Other reports and relevant reference materials in possession of the City
 - k) Richmond Employment Lands Strategy.

13. Successful Proponent Provided Items

- 13.1 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.

14. Submission Format

- 14.1 Proposals should be no more than 25 (twenty five) single pages (or equivalent double sided pages) in length, not including appendices, and should adhere to the following structure and in the order that follows:

SECTION A: Cover Letter and Executive Summary

- a) This covering letter referencing the RFP number and title. 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.

- b) The executive summary should provide a synopsis of your overall approach and key points in your Proposal.

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) Provide sufficient information about your company 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.
- ii. Any other name(s) Proponent is, or has, been doing business under.
- iii. Location of head office and subsidiary offices, as applicable;
- iv. Number of employees;
- v. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- vi. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Proponent's experience with providing the types of services required by this RFP;
- vii. Detailed information of the Proponent's years of relevant experience in providing the services required by this RFP;
- viii. An organization chart of the Proponent's organizational structure as this will relate to the Proponent's team members that will be assigned to perform the services under this Contract;
- ix. Team Composition – provide a complete listing of all personnel and resources who will be assigned to this project including:
 - a. A brief resume identifying each individual's qualifications and experience.
 - b. Number of years each individual has worked for the company and specific projects worked on.
 - c. A description of available support staff and firm resources
 - d. Confirmation of the availability of the key staff during the required time frame

Note: The City will not accept substitutions to the Proponent’s proposed team after the time and date set for receipt of Proposals as per Section 4.1 - Submission Details.

Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their experience, capacity; resources or value added options 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 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

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 different phases of the work, including timelines for completion of specific tasks, time requirements and identification of specific deliverables
- ii. List the City’s staff, and relevant agencies 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 (including background, objectives and scope), the 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. This methodology should also include information explaining each project task, including what will be expected of both the consultant and the City with respect to each task, and how the tasks achieve the project objectives/outcomes. This section should be clearly laid out, with each task succinctly described, and deliverables/outcome associated with each task identified.

Request for Proposal – Development Cost Charge Program Review

- v. A detailed Project schedule of all activities, including milestones, project meetings, public consultation strategy, interim reports and progress reports 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 complete Appendix One – Fee Schedule should be submitted in the format included with this RFP and shall represent the maximum fees, excluding applicable taxes, to complete the Project including budget, resources to complete the work, including hours and hourly rates for staff assigned and estimated expenses and disbursements.
- b) Confirm that all invoices are in Canadian Funds;
- c) Please include any cost saving strategies that will benefit the City.

Note: The City's payment terms are Net30 days from receipt of invoice. Detailed invoices shall be submitted on a monthly basis.

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

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_Consuming_Services_Provided_to_the_City28608.pdf).
- iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

15. Evaluation of Proposals

- 15.1 All Proposals will be evaluated for their compliance and suitability with respect to the requirements of the City by a committee composed of City staff or designates, which may include 3rd party consultants.

Request for Proposal – Development Cost Charge Program Review

- 15.2 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.
- 15.3 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations on any or all of the Responses prior to award, including but not limited to contacting references, to verify or clarify 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.
- 15.4 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) including.
 - i. Project deliverables.
 - c) Capacity of the firm to complete the Project, 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;
 - ii. Proven experience communicate and work effectively with project stakeholders;
 - iii. Ability to complete project deliverables within the City's stated schedule as per Section 11 – Project Schedule.
 - iv. Quality of references;
 - v. Previous experience with similar type projects.
 - d) Presentation or Interview;
 - e) Schedule and strategy for sequencing of the Work;
 - f) Fee allocation to tasks and value for money and
 - g) Clarity and brevity of the Proposal.
- 15.5 Proponents may be scheduled for interviews at the discretion of the City.
- 15.6 Reference checks may also be conducted by the City.
- 15.7 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.

Request for Proposal – Development Cost Charge Program Review

- 15.8 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 15.9 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.

16. RFP Process

- 16.1 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;

Request for Proposal – Development Cost Charge Program Review

- 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.
- 16.2 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.

17. Negotiations

- 17.1 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.
- 17.2 If a written contract cannot be negotiated within 30 (thirty) 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.

18. Working Agreement

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

19. Award of Contract

- 19.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 19.2 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.
- 19.3 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

Request for Proposal – Development Cost Charge Program Review

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.
- 19.4 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.
- 19.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

20. Publication of the Results of the RFP

- 20.1 The City will publish the name of the successful Proponent on the websites listed in Section 5.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this RFP.

21. General Terms of this RFP

- 21.1 All Proposals shall remain open for a minimum of 90 (ninety) days after the Closing Time, whether or not another Proposal has been accepted.
- 21.2 The City reserves the right to cancel this RFP for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 21.3 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.
- 21.4 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.
- 21.5 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.

Request for Proposal – Development Cost Charge Program Review

- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

22. Ownership of Proposals

- 22.1 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.

23. Conflict of Interest

- 23.1 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.
- 23.2 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.

24. Confidentiality

- 24.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 24.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

25. No lobbying

- 25.1 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 5.1.

26. Information Disclaimer

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

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

- 27.1 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.

Appendix One - Fee Schedule

| Hourly Rates | |
|---------------------|----|
| Project Member 1: | \$ |
| Project Member 2: | \$ |
| Project Member 3 | \$ |
| Project Member 4 | \$ |
| Project Member 5 | \$ |

| Professional Fees Allocation | | | | | | |
|-------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|--------------|
| <i>Task</i> | <i>Project Member 1</i> | <i>Project Member 2</i> | <i>Project Member 3</i> | <i>Project Member 4</i> | <i>Project Member 5</i> | <i>Total</i> |
| 1 | \$ | \$ | \$ | \$ | \$ | \$ |
| 2 | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 | \$ | \$ | \$ | \$ | \$ | \$ |
| 4 | \$ | \$ | \$ | \$ | \$ | \$ |
| 5 | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | \$ | \$ | \$ | \$ | \$ | \$ |
| 7 | \$ | \$ | \$ | \$ | \$ | \$ |
| 8 | \$ | \$ | \$ | \$ | \$ | \$ |
| 9 | \$ | \$ | \$ | \$ | \$ | \$ |
| 10 | \$ | \$ | \$ | \$ | \$ | \$ |
| Total | \$ | \$ | \$ | \$ | \$ | \$ |

| | |
|------------------------------------|----|
| Total Professional Fees | \$ |
| Estimated disbursements (expenses) | \$ |
| Subtotal Fees and Disbursements | \$ |
| Estimated G.S.T. (5%) | \$ |

Note 1 - Add lines as necessary

Note 2 – In the Hourly Rates table insert project member’s job title in the Project Member field.