



Contract 5289P

Site Remediation for 14940 Triangle Road

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a Civil Engineering Consultant (the “Consultant”) to provide environmental investigation services for the property at 14940 Triangle Road (the “Site”).
- 1.2 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 Consultant 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 4.1 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 who enters into a written Contract with the City to perform and to oversee the Work.
 - e) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Consultant as resulting from this Request for Proposal, executed by the City and the Consultant 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 therefore 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) “Response” means the same as “Proposal” or “Submission”;
- n) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- o) “Services” means the same as “Work”;
- p) “Successful Proponent” means the same as “Consultant” and;
- q) “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. Key Dates

3.1 In order to assist Proponents, following are the key target dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

1. RFP issued	September 18, 2014
2. Pre-bid Meeting	September 24, 2014
3. Inquiries received up to	October 01, 2014
4. Closing Date for submission of Proposals	October 10, 2014
5. Evaluation	October 20, 2014

4. Submission Details

- 4.1 2 (two) hard copies, and 1 (one additional electronic copy (on a CD ROM or memory stick) of Proposals marked “5289P – Site Remediation for 14940 Triangle Road” 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, **3:00p.m., local time October, 10, 2014.**
- 4.2 Submissions received after this time may, at the City’s discretion, be returned to the sender unopened.
- 4.3 Hard copy and electronic copy submissions should be identical to each other and in the same file format (i.e. Excel, word).
- 4.4 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.5 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.
- 4.6 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.
- 4.7 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.

- 4.8 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:

Sharon Bentley, SCMP, Buyer II
mail: purchasing@richmond.ca
Purchasing Section
City of Richmond

- 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 Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of 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>

- 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 p.m., local time on October 01, 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. Pre-Bid Meeting

- 6.1 **Note:** There will be a pre-bid meeting conducted on **September 24, 2014 at 9:00 a.m.** with sign-in attendance forms. Potential Proponents are asked to meet at 14940 Triangle Road in Richmond, BC. The City strongly encourages all Potential Proponents to attend this session. No other sessions will be organised or arranged for this project.

7. Project Background

- 7.1 The City is owner of the Site. The 2.0 hectare property is currently zoned for industrial. The Site has a history of *Schedule 2 activity*, and several *Areas of Potential Environmental Concern* (“APEC”) were identified during a preliminary investigation of the Site. The City is evaluating options for a *Contaminated Sites Instrument* for the Site, to facilitate potential future land-use changes or development.
- 7.2 The Site is currently unused, contains a single storage shed and no other buildings or improvements. Prior to the City’s purchase of the Site, the *Schedule 2 Activities* identified on the site include:
- a) Engine or equipment repair;
 - b) Migration of hydrocarbons in soil and groundwater from adjacent property;
 - c) Soil storage and blending, including the possible use of soil and dredged sediments of unknown quality.
- 7.3 The Site is located in south Richmond, and is accessible by paved road. The Site is gently sloped and covered with mixed fill and Fraser River dredge sediments, excepting a low area in the south portion. The lowest elevation is only a few metres above the adjacent, tidally-influenced River, which is approximately 100m to the south and separated from the site by a 4m-high earthfill dike.
- 7.4 Previous investigations have indicated soil conditions are between 1-4m of sandy fill (with some wood, plastic, and concrete debris) on top of silty and locally clay-rich native soils of unknown depth. Native soils may contain significant peat deposits, up to 1.9m thick. Shallow groundwater was generally encountered in the shallow fill layer, as shallow as 0.3 m or as deep as 4.5m across the site.

As is common on Lulu Island, due at least partially to the lack of gradient to force flow and the abundance of peat soils, groundwater is generally

low in oxygen and high in dissolved iron, invariably exceeding the drinking water standards under the CSR for dissolved metals.

The Site is proximate to the tidal estuary of the Fraser River, and may be influenced both by tidal and river stage changes, and by saline wedge intrusion and fossil saline groundwater related to marine and estuarine silt soils.

7.5 During a 2013 Phase 1 investigation, the following APEC were identified:

APEC 1: Onsite construction equipment maintenance area;

APEC 2: Offsite AST and association hydrocarbon contamination in groundwater;

APEC 3: Onsite imported Fraser River dredged sediments;

APEC 4: Onsite imported fill;

APEC 5: Onsite empty ASTs.

7.6 During a 2013 Phase 2 investigation of the above APEC, the following Areas of Environmental Concern (AEC) were retained:

AEC 1: Site-wide salt impacts in soil and groundwater and metals impacts in groundwater likely associated with APEC 3 (Fraser River dredged sediments).

7.7 A complete list of soil samples from the 2013 Phase 2 investigation that exceeded the IL standards is summarized on this table:

parameter	# of samples	# of samples >IL	Avg. Conc. of all exceeding samples	Highest concentration	Depth range of exceeding samples
BTEX /VPH	7	0	n/a	n/a	n/a
EPH	17	0	n/a	n/a	n/a
PAH	11	0	n/a	n/a	n/a
Metals	29	0	n/a	n/a	n/a
Chloride	14	7	1,043 mg/kg	4000 mg/kg	1 – 7.3 m
Sodium	14	1	1790 mg/kg	1790 mg/kg	3 – 3.3m

7.8 A complete list of groundwater samples from the 2013 Phase 2 investigation that exceeded the AW and DW standards is summarized on this table:

parameter	# of samples	# of samples >DW/AL	# of samples > MDL	Avg. Conc. of all exceeding samples	Highest concentration
BTEX /VPH	4	0	0	n/a	n/a
EPH	7	0	0	n/a	n/a
PAH	7	0	4	n/a	n/a
Metals - As	9	5	various	various	various
Chloride	5	5	5	1,078 mg/L	2,620 mg/L
Sodium	9	6	9	770 mg/L	1,210 mg/L

7.9 The City has set aside funds and set a schedule for the completion of remediation on the site. Timing of redevelopment of site, and eventual site use has not been determined, so the City will make appropriate decisions regarding the type of Ministry instrument received based on cost-benefit analysis once a Remedial Action Plan is developed as part of a future phase of works on the site.

8. Scope of Services

- 8.1 The City is seeking a Consultant to complete a Detailed Site Investigation (DSI) meeting the standards of the BC Ministry of Environment under the *Contaminated Sites Regulations*.
- 8.2 This DSI will identify and delineate and contaminants present on the site associated with the identified APEC, such that estimates and a strategy towards a Remedial Action Plan (RAP) can be developed.

9. Consultant Duties

- 9.1 The Consultant shall dedicate an experienced and efficient team capable of undertaking the necessary project tasks that include, but are not limited to those set out in this section.

- a) Complete a review of the existing documentation on the Site, including a Phase 1 and limited Phase 2 Environmental Site Assessment completed in March 2013.
- b) Develop an investigation plan (DSI) that, in a timely and efficient manner, addresses any data gaps in the existing knowledge of Site conditions.
- c) Complete the planned Detail Site Investigation, identifying any potentially unaddressed Areas of Potential Environmental Concern (APEC) or AEC, and assessing the scope and scale of each, with the goals of meeting the investigation standards of the Ministry of Environment and providing adequate data to inform the development of a remediation plan.
- d) Manage and coordinate any required communications with the Ministry of Environment to assure full compliance with the Environmental Management Act, and manage necessary communications with City departments and other regulatory agencies or parties.

10. Deliverables

- 10.1 The Deliverable will be a Detailed Site Investigation (DSI) report that meets the standards set out by the BC Ministry of Environment under the Environmental Management Act and the Contaminated Sites Regulation, including all associated data, maps, and supporting documentation .
- 10.2 The Consultant should provide 3 (three) printed copies of the DSI, signed and stamped by a Qualified Professional , and an electronic version on either CD, DVD, or memory stick in .pdf format.

11. Project Timeline

- 11.1 The project is to be completed within 12 (twelve) months of the award of the contract. A draft project schedule is to be submitted with the proposal outlining the major milestones and tasks, and final scheduling coordinated with City Staff as major milestones are reached.
- 11.2 These dates are for planning purposes only and are subject to change based upon circumstances.

12. City Provided Items

- 12.1 In order to complete the requirements, the City will provide the Consultant with the following items or services:
- a) Phase I and Phase II Environmental Site Assessment will be provided to the successful bidder.
 - b) The City owns the adjacent lands, and will not fetter the access of those lands if necessary for the investigation.
- 12.2 Any and all 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 Responses submitted should be no more than 30 (thirty) pages 15 (fifteen) double sided cumulative in length, not including appendices, and should adhere to the following structure – including section title and order as indicated below:

SECTION A: Cover Letter and Executive Summary

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the 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.
- 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; number of employees;
- iv. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- v. 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;
- vi. Detailed information of the Proponent's years of relevant experience in providing the services required by this RFP;
- vii. 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. This should include the Proponent's internal reporting structures;
- viii. Team Composition – team resources should be presented as follows:
 1. Include a complete listing of all personnel assigned to this project:
 - 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.
 2. A description of available support staff and firm resources
 3. Confirmation of the availability of the key staff during the required time frame.

4. Note – the team members should include:
 - a. Project Manager, responsible for coordination of other staff, communications with the City, and management of the budget;
 - b. Project Engineer/Scientist, responsible for oversight of the technical aspects of the field work and data management and on-site Health and Safety;
 - c. Hydrogeologist, responsible for evaluation and interpretation of groundwater data, and providing framework for contaminate migration and fate analysis within the hydrostratigraphy (if applicable);
 - d. Field Staff, responsible for day-to-day field operations, sample and data collection, and day-to-day reporting of field activities;
 - e. Members of the Project Team may only be replaced with staff of similar experience at the same hourly rate for the position, and only after mutual, written agreement of the City and the Consultant.

Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their 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 has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past 5 (five) 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 Services as outlined in section 8 (eight), 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 (including background, objectives and scope), the Requirements, Project deliverables and Project objectives and how these will be achieved by the Proponent's methodology, further:
 - a. The Consultant should outline an approach to the undertaking of the project reflecting a clear understanding of the scope of work;
 - b. The Consultant should demonstrate an understanding of the unique groundwater and soil conditions present at the Site, including the potential for elevated concentrations of metals in groundwater from natural sources, the potential impact of proximity to the Fraser River Estuary, and issues relating to the management of sodium and chloride as contaminants in soils and groundwater.
 - c. The Consultant should demonstrate an understanding of the evolving CSR process, and an ability to apply creative solutions towards fulfilling Ministry requirements for a Contaminated Sites Instrument.
- 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.

- a. The Consultant will outline a methodology for each step of investigation that is consistent with Industry Practice and will lead to timely submission of Reports.
 - b. All works will be completed in compliance with the Environmental Management Act, and all reporting must contain sufficient information and meet the QA/QC standards to support submission to the Ministry of Environment for review under the Contaminated Sites Program.
- v. A detailed Project schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this Project.
- a. The project should be completed by July 1, 2015. If in the Proponent's opinion more time is required to achieve the specified objectives, this should be clearly indicated in the proposal.
 - b. The Proponent should provide a preliminary schedule for all services to be provided and a summary of levels of effort of personnel, their rates, hours, and costs for each stage of the project.
 - c. A statement of commitment to undertake the project and provide the staff with the necessary experience on time and on budget shall be included.
- 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: PROPOSED FEES FOR METHODOLOGY

- a) Appendix One – Fee Schedule should be submitted in the format included with this RFP and shall represent the total fees to complete the Project including expenses and disbursements. Further, the fees should be broken down by the different phases of the work for each investigation and reporting deadline.
- b) Additionally, in this section Proponents should provide pricing, payment options and cost saving strategies to the City, including:
- c) Provide a separate detailed listing of anticipated disbursements and expenses.
- d) Include a maximum (upset) fee for all services. All proposed fees are required to be valid for a minimum of 1 (one) calendar year.
- e) Confirm that all invoices will be in Canadian Funds;
- f) Please include any cost saving strategies that will benefit the City.
- g) Note that the Successful Proponent will be required to provide time-and-effort summaries at each monthly invoice period, compared to budgeted time and effort allowances.

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

- h) 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.

14. Evaluation of Proposals

- 14.1 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.
- 14.2 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.

14.3 The City, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Proposals, without having any duty or obligation to do so for all, 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.

14.4 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 proposed methodology, work plan and schedule (including time and resource impact to City staff);
- c) Capacity of the firm to complete the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Work. In addition, the City will place consideration on the Proponent's:

- 14.4.c.1 Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Work;
- 14.4.c.2 Ability to communicate and work effectively with the City, and its stakeholders;
- 14.4.c.3 Ability to complete project deliverables within the City's stated schedule as per Section 9 – Project Timeline.
- 14.4.c.4 Quality of references;
- 14.4.c.5 Previous experience with similar type projects.
- 14.4.c.6 Schedule and strategy for sequencing of the Work;
- 14.4.c.7 Fee allocation to tasks and value for money and
- 14.4.c.8 Clarity and brevity of the Proposal.

- d) Preference may be given to Submissions offering innovative methodology, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 14.5 Proponents may be interviewed by the City. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.
- 14.6 Reference checks may also be conducted by the City.
- 14.7 Prior to Contract award, the Proponent may be required to demonstrate financial stability. As such, the Proponent may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.
- 14.8 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 14.9 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.

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.
- d) structure of the Consultant team and participants

- 16.2 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 enters 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 RFP 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, with any Proponent, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Proponent). 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 Consultant 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 this Request for Proposal

19.1 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 Request for Proposal.

20. General Terms of this Request for Proposal

20.1 All Proposals shall remain open for a minimum of 60 (sixty) days after the Closing Time, whether or not another Proposal has been accepted.

20.2 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.

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 Consultant agrees that this obligation of confidentiality will survive the termination of the Contract between the Consultant 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 5.1.

25. Information Disclaimer

- 25.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Consultants 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, Consultants 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 Consultants 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.