



Sunshine Coast Regional District

Request for Proposal

Number: 18 370

for

Corporate Space and Site Planning

Issue Date:

November 16, 2018

Closing Date of

December 13, 2018 at 3:00 PM local time

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

Hard Copy Submission: Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC
V0N 3A1**

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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1. GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP, including amendments to the RFP;

“**BC Bid**” means the BC Bid website located at www.bcbid.ca;

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

“**Closing Time**” means the closing time and date for this RFP as set out on the cover page of this RFP;

“**Contract**” means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the Regional District;

“**Must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“**Proposal**” means a written response to the RFP that is submitted by a Proponent;

“**Request for Proposals**” or “**RFP**” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

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

“**SCRD**” or “**Regional District**” means Sunshine Coast Regional District.

1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

1.3 ORAL OR ELECTRONIC PROPOSAL

Oral, email or faxed Proposals will not be accepted. It is the Proponents sole responsibility to ensure that the Proposal and the number of copies are received on time, in the form requested and at the proper location. Proposals received after the closing time will be returned, unopened.

For electronic submissions (BC Bid), the following applies:

- (a) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- (b) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

1.4 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V0N 3A1

purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District. Questions regarding this Proposal must be received by 3:00 p.m. five business days prior to the closing date.

1.6 WITHDRAWAL OR REVISIONS

Proposals may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by facsimile, electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to Purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

1.8 CONFLICT OF INTEREST/NO LOBBYING

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.9 INDEMNITY

The Proponent must indemnify and save harmless the Regional District, its employees, Board Members and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Regional District or any of the Regional District's employees, Board Members or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, to the extent the loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Proponent or by any of the Proponent's agents, employees, officers, directors or Subcontractors in connection with this agreement; or
- (b) any representation or warranty of the Proponent being or becoming untrue or incorrect.

1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable policy and considers Proposals not only on the total cost of services, but Proposals that addresses the environment and social factors.

1.11 ENVIRONMENTAL RESPONSIBILITY

The Regional District is committed to preserving the environment. Proponents shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supplies materials, and where such materials may cause adverse effects, the Proponent shall indicate the nature of the hazard in its submissions. The Proponent agrees to advise the Regional District of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse condition of the environment.

1.12 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the account payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

1.13 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

1.14 IRREVOCABLE OFFER

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

1.15 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.16 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

1.17 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.18 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract.

1.19 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

1.20 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

1.21 OPENING OF PROPOSALS

Proposal will be opened:

- in public, at the Closing Location, immediately after the Closing Date and Closing Time, and the proposals will be opened and read; or
- in private, and total bid prices will not be made public until after the Contract is signed with the successful Proponent.

The Contract will not be awarded at the time of opening.

1.22 EVALUATIONS

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

1.23 ACCEPTANCE OF TERMS

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

1.24 MANDATORY REQUIREMENTS

Proposals not clearly demonstrating that they meet the following requirements will receive no further consideration during the evaluation process.

1.25 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

1.26 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

1.27 CONFLICT OF INTEREST

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

1.28 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

1.29 TRADE AGREEMENTS

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- (a) Canadian Free Trade Agreement; and
- (b) New West Partnership Trade Agreement.

1.30 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

1.31 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that

such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.32 CONFIDENTIALITY

Responses submitted in confidence shall be so honoured. The Regional District will not release to the public any specific information regarding any submitted responses except as may be required under law. To request documentation confidentiality, Bidders are requested to submit a covering letter, with their submission, detailing the specifics of their request. Confidentiality cannot be fully guaranteed as all submissions are subject to the Freedom of Information and Protection of Privacy Act. Bidders will treat all information received through this RFP process and subsequent contract award, as confidential. The Bidder agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Bidder by the Regional District or otherwise produced, developed or known by the Bidder in providing this service (collectively the "Confidential Information") will not publish or disclose to any third party not either during or after the Agreement except as otherwise authorised by the Regional District. This section shall survive the termination of this Agreement.

1.33 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

1.34 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

2. INTRODUCTION

2.1 Purpose

The Regional District is seeking quotes from qualified space planners, designers, and/or architects to perform a Corporate Space and Site Planning project for six office and three land locations at the Regional District (locations discussed in Section 2.2). The purpose of the project is to:

1. Improve worker morale by improving workspace layout, improving/adding breakout/meeting areas, and addressing nuisance items such as decreasing ambient noise, improving thermal comfort, and increasing natural light;
2. Address current and short-term (<3 years) space constraints in the six office locations through changing layout of desks and existing spaces;
3. Address medium-term (3 years to 10 years) space constraints in the six office locations through modifications of internal structural layout (where required);
4. Address long-term (>10 years) space constraints in the six office locations through extension, expansion, or new construction of the buildings (where required);
5. Improve layout and optimize usage area for exterior land spaces such as roadways, parking areas, storage areas, fueling areas, etc.; and,
6. Provide a basic cost estimate (Level D or better) of the above described work for use in Regional District budgeting.

The above items will be addressed by developing a thorough understanding of the Regional District's business processes, facility layouts, and staff requirements.

3. SITUATION/OVERVIEW

3.1 Background

The Regional District operates six corporate office facilities on three land plots on the Sunshine Coast. This includes:

1. The Field Road Office (1975 Field Road, Sechelt, BC)
2. The Field Road IT Building (1975 Field Road, Sechelt, BC)
3. The Utilities Division Office and Shop (5920 Mason Road, Sechelt, BC)
4. The Transit Division Office and Shop (5920 Mason Road, Sechelt, BC)
5. The Parks Hut (5920 Mason Road, Sechelt, BC)
6. The Pender Harbour Satellite Office (12828 Lagoon Road, Sechelt, BC)

The Regional District also operates some smaller site specific office spaces such as the Chapman Lake Water Treatment Plant, the South Pender Harbour Water Treatment Plant, the Sechelt Aquatic Facility, the Gibsons and Area Community Centre, the Gibsons & District Aquatic Facility, the Sunshine Coast Arena, the Gibsons & District Fire Department, the Roberts Creek Fire Department, the Halfmoon Bay Fire Department, the Egmont Fire Department, and the Gibsons & District Public Library. However, these spaces are not considered part of the scope of this project

because they have site specific uses, and are currently adequate to cover office space needs for their site specific support staff.

The Field Road Office is a single story commercial building with a floor space of approximately 560 m². The building is currently utilized as the primary administrative office of the Regional District. This building acts as the Regional District's hub for many departments including corporate, financial, infrastructure (office staff), parks (office staff), facilities (office staff), planning, building, human resources, purchasing, administration, emergency program, bylaw compliance, and GIS. It currently contains working space for 70 staff members and utilizes that space with 66 full-time staff positions and 9 directors (part-time presence). The building has several meeting areas including the Regional District's official board room, an 18 seat meeting room, a 10 seat meeting room, an 8 seat meeting room, and a 23 seat lunch room. The building contains several essential services including central file storage (with the Inactive Records Centre housed in the Field Road IT Building), finance file storage, emergency communications operations, first aid attendant space, staff change rooms/showers, and the main public service desk. The general layout of the building can be described as one third offices, one third cubicles, and one third open concept space. The land and improvements at the Field Road location are owned by the Regional District outright.

The Field Road IT Building is a smaller outbuilding adjacent to the Field Road Office. The building is a single story (high ceiling) structure with a floor space of approximately 150 m². The building is currently utilized as the primary IT services building and inactive records storage area, and houses the majority of the Regional Districts records both physically and digitally. The building contains working space for 4 staff members and utilizes that space with 4 full-time staff positions. The building is not currently fitted with an appropriate fire protection system for the building usage type. The general layout of the building can be described as one open concept office space, one large file storage area, and one server room. The land and improvements at the Field Road location are owned by the Regional District outright.

The Utilities Division Office and Shop is a light industrial building with a floor space of approximately 225 m². The building is currently utilized as an office, shop, and warehouse space for the utilities field crew. The space is divided roughly in half by an interior office/shop space and warehouse space. The office/shop space is a two storey partition with the lower floor utilized as changing rooms, shops, and washrooms and the upper space utilized as offices and meeting areas. The warehouse space is a single storey (high ceiling) partition and is used as interior storage. The building currently contains working space for 7 staff members and utilizes that space with 6 full-time staff positions and a flex space for approximately 20 utilities staff members. The building also contains a 16 seat meeting room. The improvements at the Mason Road site are owned by the Regional District and the land is leased through the Province.

The Transit Division Office and Shop is a light industrial building with a floor space of approximately 900 m². The building is currently utilized as an office, shop, and warehouse space for the transit administration, drivers, and mechanics. The space is divided roughly in thirds with one third utilized as office space and two thirds utilized as shop/warehouse space. The office space is a two storey partition with the lower floor utilized as change rooms, washrooms, mechanics offices, and administration offices and the upper floor utilized as administration offices and a meeting room. The shop/warehouse space is a one storey partition (high ceiling) with the entire space utilized as shop space for working on buses and other equipment. The building currently contains working space for 9 staff members and utilizes that space with 7 full-time staff positions and 2 flex spaces for approximately 5 mechanics. The building also contains a 20 seat meeting room, a 4 seat lunch room, washrooms, change rooms, and other small storage spaces. The improvements at the Mason Road site are owned by the Regional District and the land is leased through the Province.

The Parks Hut is a light industrial single storey quonset building with a floor space of approximately 180 m². The building is currently utilized as combined office space and storage space. The office space currently contains working space for 3 staff members and utilizes that space with 2 full time staff positions and 1 flex space for approximately 20 parks staff. The improvements at the Mason Road site are owned by the Regional District and the land is leased through the Province.

The Pender Harbour Satellite Office is a two storey commercial structure with a floor space of approximately 100 m². The building is currently utilized as an office space upstairs and storage space downstairs. The building currently has working space for 2 staff members, one 20 seat meeting room, a kitchen, and some small storage spaces and utilizes this space with 1 full-time employee. The space is used as a satellite office for staff members located in Pender Harbour. The land and improvements at the Pender Harbour Satellite Office location are owned by the Regional District outright.

The Pender Harbour Satellite office was acquired in 2009 and has been underutilized since its acquisition. The building is staffed part-time by a single staff member and is used as a public desk for residents in Pender Harbour.

The land lease on the Mason Road site expires in 2020. The Regional District is currently in the process of constructing a business case to determine if there is any benefit to moving the facility to a different location. This project will interface with this business case process and Regional District staff will discuss this case with the successful proponent

3.2 Scope

The scope of work for this project will include:

- Attending a project kickoff meeting with Regional District staff for both parties to discuss project expectations and key milestone dates at the Regional District Main Office on Field Road. The Proponent will be provided with a tour of the Regional District buildings that are the subject of this planning study on this date.
- Reviewing background information on the Regional District buildings, current staffing requirements, future staffing requirements, and business processes to understand the tangible requirements of space planning.
- Conducting individual meetings or surveys with Regional District staff members from various departments to develop a baseline for existing staff wants and needs. Methodology on this item is open to Proponent interpretation.
- Preparation of a draft report with conceptual drawings showing the proposed short-, medium-, and long-term space and land plans at the Regional District, a Level D cost estimate to accomplish these space plans, and a report providing the supporting information and concepts for review by Regional District management.
- Presenting the proposed plans at the Regional District Main Office following Regional District review. This meeting will held at a time of the Regional District's choosing.
- Finalizing and submitting a completed version of the report both in paper and digital copy. Digital copies shall include the drawings in their native format (AutoCAD or similar) for use by Regional District staff.

The scope of work for this project will not include:

- Detailed structural, civil, mechanical, or electrical engineering required for building modifications as a result of the short- and long-term plans.
- Space planning for the Regional District's satellite and site-specific usage offices discussed in Section 2.2.
- Human resource planning or any other activities related to staffing requirements.

The Regional District does not currently have digital (AutoCAD or similar) drawings of any of the spaces that are the subject of this study. The Regional District does not have copies of reliable as-built drawings that would show the dimensions of the current layout of these structures that could be utilized by the Proponent. Accordingly, it is the responsibility of the Proponent to take their own measurements required to develop conceptual space drawings as part of their design. It is understood that these measurements would be made with accuracy and precision that is consistent with industry standards for "Conceptual Purposes Only" drawings, and would not be considered accurate enough to "Issue for Construction".

The Regional District encourages the Bidders to provide a prescriptive approach to the space planning process in their Proposal. Proposals will be evaluated on their ability to present a clear and reasonable approach to the space planning process.

3.3 Schedule

It is the Regional District's intent to have a working copy of a space planning report completed prior to February 15, 2019. The working report may be a draft or final, but should contain all relevant information required space planning and budgeting to a completion/correctness of 90% or better. Ideally, the Proponent would meet the following schedule:

- RFP Advertisement Closes: December 13, 2018
- Contractor Selection: December 19, 2018
- Contract Awarded: December 19, 2018
- Project Kickoff Meeting: January 4, 2019
- Staff Consultation Complete: January 18, 2019
- Reports/Drawings Complete: February 1, 2019
- Staff Presentation: February 8, 2019
- Final Submission Complete: February 15, 2019

The Proponent must include a copy of their proposed schedule as part of their submission package. The proposed schedule does not need to meet the above schedule provided by the Regional District; however, it will be a consideration in bid evaluation (methodology & objectives).

3.4 Report and Drawing Format

It is expected that this project will produce both drawings and reports as part of its final product. The Regional District expects to receive one physical copy of the report and drawings, one finalized digital copy of the report and drawings (.PDF), and one raw digital copy of the report and drawings (.DOCX and .DWG). It is important to note that the Regional District's records management policy states that digital information cannot cross international boundaries in submission. Accordingly, sites such as Google Drive, Dropbox, Microsoft Drive, and iCloud may not be utilized to transfer data. Memory sticks or the Regional District's internal FTP site are be considered suitable for the purpose of data transfer.

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found as Appendix 1.

4.2 Service Requirements

4.2.1 Progress Reports, Reviews, and Approvals

The successful Proponent must provide a short written or meeting progress report to the Regional District on a weekly basis as part of the ongoing Work. The Regional District may request spot reviews of design progress during the space planning process. Otherwise, it is assumed that the Proponent will provide a first draft copy of their design to the Regional District for review and comment. Changes made to the design based on review and comment are considered part of this contract. Approvals will be provided from the Regional District in writing following spot reviews or first draft reviews. More drafts may be required following submission of the first draft depending on the quality of the design and the ability of the design to meet Regional District requirements.

4.2.2 Hours of Work

The Regional District maintains regular office hours at the Field Road Office Monday to Friday 8:30 am to 4:30 pm, not including statutory holidays. The Mason Road Office is open Monday to Friday 8:00 am to 3:00 pm. The nature of the work does not require the Proponent to be present during regular working hours, other than for meetings or consultation with staff

4.2.3 Security

It is the responsibility of the Proponent to ensure that digital and physical security of confidential Regional District information is maintained throughout and after the project. Breaches in the proponent's security resulting in quantifiable damages to the Regional District will be the responsibility of the proponent.

5. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District’s expectations.

5.1 Capabilities

5.1.1 Relevant Experience

Potential Bidders must be qualified to undertake space design in a project of this size and magnitude. It is expected that the Bidder provide the limitations of their experience and professional boundaries, where required, in their bid submission so that this information can be considered in the evaluation process. It is recommended that Bidders provide an abbreviated curriculum vitae of critical project team members.

5.1.2 References

Proponents **must** provide a minimum of **3** references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent’s own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent’s and any subcontractor’s performance under any past or current contracts with the Regional District or other verifications as are deemed necessary. This is intended to verify the information contained in the proposal and to confirm the suitability of the Proponent for the work described in this document.

5.1.3 Sample Project

A sample project including drawings and a report are requested as part of the submission package provided by the Bidder. This is intended to be utilized in proposal evaluation. Sample project drawings and/or reports will be considered confidential and viewed only by the purchasing officer and the reviewing committee unless otherwise specified by the Bidder.

5.1.4 Pre-Proposal Site Meeting (Optional)

Regional District staff will provide a tour to Bidders of the subject facilities on November 30, 2018 starting at the Field Road Office (1975 Field Road, Sechelt, BC) at 1:00 PM. Bidders must provide their own means of car transportation between sites.

5.2 Approach

The Proposal must outline the Proponent's proposed approach to completing the Scope of Services Required. The Proposal must demonstrate an understanding of the required services, and include a recommended service implementation schedule.

5.3 Price

Proponents need to submit a fee proposal that sets out the separate costs of each project described as well as an all-inclusive cost for all the projects; the proposal should include a breakdown of the prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

- in Canadian dollars ;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

Payment for this project will be on a cost-plus with ceiling basis. This is not a lump sum or fixed fee contract. All costs levied to the Regional District must reflect the actual costs incurred to the Proponent. The project ceiling will not be extended without receipt of written change order approved by signatories of the Regional District and the Proponent. Single pass contracts either in verbal, written, or implied-in-fact contracts will not be considered acceptable for extension of scope or proposed ceiling price.

6. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) List any subcontractors
- g) Identification of Proponent (legal name)

- h) Identification of Proponent contact (if different from the authorized representative) and contact information.

7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

7.1 Mandatory Criteria

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

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP

7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight (%)
Qualifications & Experience This criterion considers the Contractor's qualifications and experience in providing similar services.	20
Methodology & Objectives This criterion considers the understanding of the project's objectives, the methodology as well as the quality and completeness of the submission.	20
Sample Report and Design This criterion considers the quality of the provided sample report and design.	20
Fees and Charges This criterion considers the price of the services.	40
TOTAL	100

7.3 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula:

$$\text{Fees and Charges} = \text{Lowest Priced Proposal} / \text{Price of this Proposal} * \text{Total Points Available for Price}$$

Appendix 1 Contract General Terms and Condition

DEFINITIONS

In this Agreement, unless the context otherwise requires:

“Business Day” means a day, other than a Saturday or Sunday, on which Regional District offices are open for normal business in British Columbia;

“Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

“Material” means the Produced Material and the Received Material;

“Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

“Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Regional District or any other person;

“Services” means the services described in Part 2 of Schedule A;

“Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the “Services”) in accordance with this agreement you must provide the Services during the terms described in Schedule A regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Service.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may, from time to time, give you reasonable Instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions, but, unless otherwise specified in this agreement, you may determine the manner in which the instruction, are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. During the Term and thereafter until the later of three years (or such longer period as may be required by Applicable Law) or the date all disputes or other matters relating to any Agreement that is developed from this Statement of Work are resolved, the Contractor will keep and maintain complete and accurate data, records, and documents in accordance with generally accepted accounting principles consistently applied to support and document all claims and amounts becoming payable to Contractor by the Regional District hereunder, and all data, records, and documents relating to the performance of the Services, and compliance with Contractor's obligations under this Agreement.
8. If we are investigated, you must support us at reasonable times to review and copy material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the “Material”) including, without limitation, accounting records findings, software, data, specifications, drawings, reports and documents whether complete or not.
9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.

11. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favor any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You must maintain and pay for Insurance and WorkSafeBC coverage required in the terms, including form, the amounts and deductibles in SCHEDULE D, if any, as modified from time to time in accordance with our direction.
13. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
14. You must comply with applicable laws.
15. The Contractor must indemnify and save harmless the Regional District and the Regional District's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Regional District or any of the Regional District's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Regional District and the Regional District's employees and agents.
16. You must comply as required in the wording of SCHEDULE D, if attached.
17. You must not assign any of your rights or obligations under this agreement without our prior written consent.
18. You must not subcontract any of your obligations under this agreement other than to persons listed in SCHEDULE C, without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement in performing the subcontracted obligations.
19. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
20. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
21. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

22. If you comply with this agreement, we must pay you:
 - (a) The fees described in SCHEDULE B; and
 - (b) The expenses, if any, described in SCHEDULE B, if they are supported, where applicable, by proper receipts and, in our opinion are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the ‘Maximum Amount specified in SCHEDULE B on account of fees and expenses.
23. In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in SCHEDULE B.
24. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
25. Our obligations to pay money to you is subject to on appropriation being available by the Regional District in the fiscal year at the Regional District during which payment becomes due.

26. Unless otherwise specified in this agreement, all references to money are in Canadian dollars.
27. We certify to you that the Services purchased under this agreement use and are being purchased by us with Organization funds and are therefore subject to the Goods and Services Tax, unless specifically exempted by regulation.
28. If you are not a resident of Canada, we may be required by law to withhold income tax from the fees described in SCHEDULE B and then remit that tax to the Receiver General of Canada on your behalf.

AUDIT

29. The Regional District will have the right upon reasonable prior written notice to audit and inspect:
 - a) Any site, facility, vehicle or equipment relating to the performance of the Services,
 - b) All data, records, documentation and other information of Contractor relating to the Services.
30. Without limiting any other audit right, during the term the Regional District may conduct composition studies, without notice, of any materials collected, transported, processed, or otherwise handled under this Agreement, at any stage of the Services and regardless of the location of such materials.
31. Contractor will co-operate with and provide to the Regional District reasonable assistance in order to exercise the rights set out in this Section.

TERMINATION

32. We may terminate this agreement:
 - a. For your failure to comply with a this agreement, immediately on giving written notice of termination to you and;
 - b. For any other reason, on giving at least 15 days written notice of termination to you.

Further to paragraph (a), should the Contractor fail to comply with the terms and conditions of this Agreement or fail to satisfactorily perform the services contemplated by this Agreement, the Regional District may issue a notice of default to the Contractor who will have five days to comply or correct or make right any default or unsatisfactory performance, or, where such correction will reasonably take longer than five days, provide the Regional District with a schedule of corrective measures. If we terminate this agreement under paragraph (b), we must pay that portion of the fees and expenses described in SCHEDULE B which equals the portion of the Services that was completed to our satisfaction before termination, that payment discharges us from all liability to you under this agreement.
33. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent Contractor and not our employee, agent or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this agreement.
39. Any notice contemplated by this agreement, to be effective, must be in writing and either;

- (a) Delivered by hand to the addressee's address specified in this agreement, or
- (b) Mailed by prepaid registered mail to the addressee's address specified in this agreement.

Any notice mailed in accordance with paragraph (b) is deemed to be received 24 hours after mailing. Either of the parties may give notice to the other of a substitute address from time to time.

40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. This agreement, and any modification of it, constitutes the entire agreement between the parties as to the performance of the Services.
42. All disputes arising out of, or in connection with, this agreement, or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia Domestic Commercial Arbitration Center under its rules.
43. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 4.2 other than those costs relating to the production of expert evidence or representation by counsel.
44. No change to the services provided under this Agreement may be made without a prior written Change Order approved by both the Contractor and the Regional District. The Regional District shall have no obligation to pay for any changes to the services without an approved Change Order. The Regional District will be issued an amendment for all Change Orders which will form part of this Agreement.
45. For Change Orders, the Contractor will provide an initial response within fifteen Business Days of receipt of a Change Order indicating if able to comply with the Change Order. If Contractor is unable to comply with the Change Order, the parties will meet to discuss, in good faith, why Contractor is unable to comply with the Change Order.
46. Where Contractor is able to comply with the Change Order, Contractor will provide a further, more detailed response (a "Change Response") within ten calendar days of providing its initial response, and such Change Response will include details of any costs or other changes required to this Agreement to comply with the Change Order.
47. Section 6 to 11, 13, 14, 24, 25, 28 to 30 and 39 continue in force indefinitely even after this agreement ends.
48. The SCHEDULES to this agreement are part of this agreement.
49. If there is a conflict between a provision in a schedule to this agreement, and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this agreement.
50. In this agreement, "we", "us", and "our" refer to our Organization alone and never refer to the combination of the Contractor and the organization; that combination is referred to as "the parties".
51. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Organization or any of its agencies in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the Organization or its agencies of any statutory power or duty.
52. This agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or email copy) and delivering it to the other party.