



## **Request for Proposals**

### **General Contractor - Childcare Centre Project**

**Issued: June 21, 2022**

**Submission Deadline: July 19, 2022, 3:00 pm Local Time**

#### **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

##### **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the City of Quesnel (“the City”) to prospective proponents to submit proposals for a **General Contractor for the Childcare Centre Project**, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

##### **1.2 RFP Contacts**

For the purposes of this procurement process, the “RFP Contact” shall be:

Jeff Norburn (email: [jnorburn@quesnel.ca](mailto:jnorburn@quesnel.ca))

##### **1.3 Type of Contract for Deliverables**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City's intention to enter into an agreement with only one (1) legal entity.

##### **1.4 RFP Timetable**

Issue Date of RFP: **June 21, 2022**

Deadline for Questions: **July 12, 2022**

Final Addendum Issued: **July 14, 2022**

Submission Deadline: **July 19, 2022 3 p.m.**

The RFP timetable is tentative only, and may be changed by the City at any time.

## **1.5 Submission of Proposals**

The proposal shall be submitted in a sealed envelope clearly marked “Quesnel Daycare Centre Project.” Submissions shall be provided as both a paper format and in a digital format.

The paper format shall be submitted on 8 ½ x 11 inch paper, bound, pages numbered with the text divided into sections addressing the requirements set out herein in a logical manner reflecting the requirements of this RFP.

The digital format must include the same content as the paper format and must be included on a USB drive included in the submission envelope.

The complete submission must be received at Quesnel City Hall, 410 Kinchant Street, Quesnel BC, V2J 7J5 by the Submission Deadline. Submissions received after the Submission Deadline will not be considered.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted as set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

### **1.5.3 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email to the RFP Contact set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.4 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION AND NEGOTIATION**

### **2.1 Stages of Evaluation and Negotiation**

The City will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements.

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or

queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent.

The mandatory submission requirements are as follows:

### **2.2.1 Form of Agreement (Appendix A)**

Each proposal must include commentary on the Form of Agreement (Appendix A) included in the RFP. A list of any requested changes must be listed using an 'add and delete' format.

### **2.2.2 Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2.2.3 Pricing Form (Appendix C)**

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

### **2.2.4 RFP Particulars (Appendix D)**

Each proposal must include the Material Disclosures as listed in Appendix D Section B.

## **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

### **2.3.1 Rated Criteria**

The City will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D).

## **2.4 Stage IV – Ranking and Contract Negotiations**

### **2.4.1 Ranking of Proponents**

After the completion of Stage II, scores will be added and the proponents will be ranked based on their total scores. The highest scoring proponent(s) may be asked for an interview and any responses given during the interview would form part of the evaluation process.

### **2.4.2 Negotiation Process**

The top-ranked proponent will be selected to enter into a final round of negotiations to finalize the agreement. The City anticipates commencing this final round of negotiations in late April 2022.

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

#### **2.4.3 Time Period for Negotiations**

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### **2.4.4 Failure to Enter into Agreement**

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

#### **2.4.5 Notification to Other Proponents**

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the City and a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

### **3.1.4 References and Past Performance**

In the evaluation process, the City may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

### **3.1.5 Information in RFP Only an Estimate**

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

### **3.1.6 Proponents to Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

### **3.1.7 Proposal to be Retained by the City**

The City will not return the proposal or any accompanying documentation submitted by a proponent.

### **3.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RFP.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.1.10 Living Wage**

The City has established a Living Wage Policy that requires all firms that are contracted directly or subcontracted by the City to provide services on City premises to pay their employees who perform the services a Living Wage as calculated by the Living Wage for Families Campaign. Effective November 1st, 2016 all new or renewed contracts where the contractor is doing more than 120 hours of work for the City will require a living wage clause in the contract. Contractors will also need to sign the attached living wage declaration as part of their RFP submission. The following wording has been added to the Supplementary General Conditions, GC Section 3.7.

#### *General*

*3.7.1.4 It is a condition of this Agreement that, for the duration of this Agreement:*

*(a) the Contractor pays all employees who are employed by the Contractor to perform services pursuant to this agreement not less than the Living Wage, as set annually by the Living Wage for Families Campaign; and*

*(b) notwithstanding 3.7.1.4 (a), the contractor has up to 6 months from the date on which any increase in the Living Wage is adjusted by Living Wage for Families Campaign, to increase any or all wages such that the Contracted Employees continue to be paid not less than the Living Wage.*

#### *Sub-Contracting:*

*If the Contractor sub-contracts all or part of the provision of the Services to a subcontractor, the Contractor shall ensure that any sub-contractor adheres to clause 3.7.1.4 as though it were the contractor.*

#### *Termination of Contract*

*A breach by the Contractor of its obligations pursuant to clause 3.7.1.4 shall constitute a material breach by the Contractor of this Agreement which shall entitle the client to terminate this Agreement.*

### **3.1.11 COVID-19 - Proof of Vaccination**

The successful proponent will be required to comply with the City's COVID-19 Vaccination Policy.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contacts on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP

Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

## **3.3 Notification**

### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the City and a proponent, the other proponents will be notified by email.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

### **3.4.2 Disqualification for Prohibited Conduct**

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.3 Prohibited Proponent Communications**

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.4 Proponent Not to Communicate with Media**

A proponent shall not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.5 No Lobbying**

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.6 Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.7 Past Performance or Past Conduct**

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.



### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP shall not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The City may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

### **3.8 List of Appendices:**

Appendix A: Form of Agreement

Appendix B: Submission Form

Appendix C: Pricing Form

Appendix D: RFP Particulars

Appendix E: Document Listing

Appendix F: Proposed Supplementary General Conditions

Appendix G: Proposed Amendment to Definitions

## **APPENDIX A – FORM OF AGREEMENT**

It is the intent of the City to use the CCDC 2, 2020 Stipulated Price Contract as modified in the Proposed Supplementary General Conditions (Appendix F) and Proposed Amendment to Definitions (Appendix G).

Any contract issues that the proponent may have with CCDC 2, 2020 and the Supplementary Conditions and Amendment to Definitions provided should be clearly identified within your Proposal. Please provide a list of requested changes utilizing an 'add and delete' format.

## **APPENDIX B – SUBMISSION FORM**

### **1. Proponent Information**

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

### **2. Acknowledgment of Non-binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

#### 4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### 5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_. If this section is not completed, the proponent will be deemed to have received all posted addenda.

#### 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### 7. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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## 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## **APPENDIX C – PRICING FORM**

### **Project: Quesnel Daycare Centre Project**

#### **1. Contact Information**

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

#### **2. Offer**

2.1. Having examined the Place of The Work and all matters referred to in the RFP Documentation including Appendices and Addenda issued for the above mentioned Project, we, the undersigned, hereby offer to enter into a contract using CCDC 2, 2020 Contract Form, to perform the Work for the price of:

\$\_\_\_\_\_ excluding GST.

We confirm that this amount excludes any General Contractor Performance Bond or Labour and Material Bond. However this does include any Sub-Contractor Surety, Performance Bonds, Labour and Material Bond and/ or SubGuard Insurance that the Contractor has chosen to put in place.

#### **3. Additional Pricing for Bonding**

3.1. We offer to provide a 50% Performance Bond for the additional amount of:

\$\_\_\_\_\_ excluding GST.

3.2. We offer to provide a 50% Labour and Material Bond for the additional amount of:

\$\_\_\_\_\_ excluding GST.

These amounts are in addition to the amount in 2.0 above.

#### **4. Add/Deduct Price**

The following items are to be excluded from the price given in 2.0 and shown as a separate price below:

- 4.1. Cubbies: Provide a separate price for 52 cubbies at 65" tall as per detail 1/A8.01, and 11 cubbies at 84" as per detail 2/A8.01 providing all work and materials as noted in the drawings and specifications.

\$\_\_\_\_\_ is to be added to the price given in 2.0

- 4.2. Mass Timber Exterior Elements: Provide a separate price for the mass timber exterior elements at all four (4) entryways, providing all work and materials as noted in the drawings and specifications.

\$\_\_\_\_\_/ is to be added to the price given in 2.0

#### **5. Alternate Price**

- 5.1. Light Fixtures: Provide alternate pricing to replace the suspended architectural Linear Mark 1 pendent lighting in the vaulted areas with a less expensive alternative option.

Identify alternate fixture proposed: \_\_\_\_\_

\$\_\_\_\_\_/ is to be subtracted from the price given in 2.0.

#### **6. Acceptance**

- 6.1. This offer shall be open to acceptance and is irrevocable for forty-five (45) calendar days from the RFP Closing date and time.



## 7. Addenda

7.1. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the proposed price.

Addendum # \_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_ dated \_\_\_\_\_

## 8. Signatures

SIGNED, SEALED, AND DELIVERED by the Contractor

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Legal Signing Authority)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Date)

### 9. Break-out of Proposed Price (excluding GST)

In the table below, provide a listing of the General Contractor amount plus each sub-trade – name, trade and amount. Please provide a separate list breaking out your General Conditions into line items.

Company Name	Item of Work	Amount incl. PST
General Contractor		
Own forces	General Conditions	\$
Own forces	Overhead and Fee	\$
Sub-Trades		
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Proposal Total		\$

## Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Please provide pricing with a breakout of fees, overhead, and General Conditions. Submit a detailed itemization of the General Conditions.
- (d) The pricing is open for acceptance until sixty days (60) have expired from the proposal closing date.

## 2. Evaluation of Pricing

Pricing is worth **40 points** of the total score.

Pricing will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{total available points} = \text{proponent's score}$$

## 3. Pricing Form

Identify hourly rates for key staff members. All staffing rates to be inclusive of travelling costs, allowances, overtime costs, communications, information technology support, benefits and burdens. But not including General Contractor fee.

These rates will be included in the contract for use in calculation of any work claimed by the contractor that is in addition to the Contract Work. These rates will be included in the pricing evaluation.

End of Pricing Form

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

Please see the document listing (Appendix E).

### **B. MATERIAL DISCLOSURES**

The successful, proponent will be required to provide both a 50% Performance Bond and a 50% Labour and Material Payment Bond. The cost of the bonds shall be included in your submission as a separate line item on the Pricing Form – Appendix C.

If there are any limitations on Proponent's bonding capacity that could impact their ability to bond the Project, please indicate.

If the Proponent intends to require sub-trade bonding indicate if this is provided by the market place or if Sub Guard will be utilized. If Sub Guard is proposed, which will be separate from the Contractor's bond, confirm the cost per thousand that will be applicable for this project.

Final selected or required bonds will be noted as Schedule C to the Supplementary Conditions.

### **C. MANDATORY TECHNICAL REQUIREMENTS**

Before evaluating the proposals, the team will first ensure that Appendices A, B, and C were completed and submitted as requested. Failure to adequately meet these requirements may result in disqualification of the proposal.

### **D. RATED CRITERIA**

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

The City will evaluate each submission on the basis of the rated criteria set out below:

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weighting</b>	<b>Sub-Total</b>
Fee Proposal (Appendix C)	/10	4.0	40
Work Plan & Schedule	/10	2.0	20
Contract Terms (Appendix A)	/10	2.0	20
Personnel/ Local Trades	/10	1.5	15
Value Added Services	/10	0.5	5
<b>Total</b>			<b>100</b>

Points will be assigned for each criteria based on the information provided in the RFP. Scoring shall be awarded on a scale of 0 to 10, where the range is defined as follows:

**Proposed Work Plan and Schedule – Total Points = 20 points**

Provide a construction schedule for the work, reflecting your understanding of the optimum construction durations to obtain best value for money. Clearly identify milestone dates within the schedule. Identify major issues, challenges and risks associated with the project and schedule. Identify measures that will be taken to mitigate risks associated with the project and schedule.

The Work plan should identify key milestones required to facilitate completion of the facility in a timely manner. Construction may commence anytime after May 1, 2022 and be substantially complete by January 2, 2023. The schedule and its identified milestones will be noted as Schedule G to the Supplementary Conditions.

0	Lack of response or complete misunderstanding of the requirements, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success
4	Partially meets expectations; minor weakness or deficiencies, fair probability of success.
6	Fully meets expectations; Proponent has good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations; high probability of success
10	Fully exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.

**Proposed personnel – Total Points = 15 points**

Provide an overview of your organization – organizational structure, responsibility matrix describing roles and accountabilities, and the qualifications of the proposed Team members (complete with identified roles and responsibilities)

Provide relevant educational background and experience in the applicable role for each Team member. Clearly identify the proposed Project Manager & Site Superintendent. Identify who will assume responsibility for managing project deliverables on a daily basis and serve as the proponent's main point of contact with the Owner

Provide a brief history of the safety record of the General Contractor and a Work Safe Clearance Letter.

The proponent must provide 3 references for projects similar to this project. The reference projects should specifically demonstrate the Proponent's participation, expertise and leadership in the following areas:

- Project controls - such as meeting time lines and staying within budget
- Jobsite culture focused on team communication, attitude and positive working relationships
- The proponent should describe the scope, status, timelines, and budget of the projects along with the key individuals involved
- The key individuals on the projects should be members of the proposed Project Team.
- Provide contact information for each reference.

The City of Quesnel would like to maximize the engagement of local trades and suppliers. Please outline how you will achieve this goal.

**Value Added Services – Total Points = 5 points**

Please list any strategies that your firm can identify which will potentially improve cost or schedule

Describe any additional value added services that the Proponent can offer to this project or examples, if applicable, where the proponent has employed innovative technology, management systems, and approaches that have provided additional value to clients in past projects.

## **APPENDIX E. DOCUMENT LISTING**

### **ARCHITECTURAL DRAWINGS – Issued for RFP**

A0.01	COVER SHEET & PROJECT DATA
A0.02	LOCATION PLAN & GENERAL NOTES
A0.03	ASSEMBLIES
A0.04	WINDOW & DOOR SCHEDULE
A1.01	SITE PLAN
A2.01	FOUNDATION & BASEMENT PLAN
A2.02	GROUND FLOOR PLAN
A2.03	ROOF PLAN
A3.01	REFLECTED CEILING PLAN
A3.02	FLOOR FINISHES PLAN
A4.01	BUILDING ELEVATIONS
A5.01	BUILDING SECTIONS
A5.02	BUILDING SECTIONS
A5.03	BUILDING SECTIONS
A6.01	SECTION DETAILS
07.01	INTERIOR ELEVATIONS
A7.02	INTERIOR ELEVATIONS
A7.03	INTERIOR ELEVATIONS & MILLWORK - WASHROOMS
A8.01	MILLWORK DETAILS
A9.01	SPECIFICATIONS
A9.02	SPECIFICATIONS
A9.03	SPECIFICATIONS
A9.04	SPECIFICATIONS

### **STRUCTURAL DRAWINGS – Issued for RFP**

S001	GENERAL NOTES
S002	GENERAL NOTES
S003	GENERAL NOTES
S101	FOUNDATION PLAN
S110	FRAMING PLANS
S301	BUILDING SECTIONS
S501	DETAILS

### **MECHANICAL – Issued for RFP**

M01	FOUNDATION PLAN
M02	BASEMENT PLAN
M03	MAIN FLOOR PLUMBING PLAN
M04	MAIN FLOOR HVAC PLAN
M05	MECHANICAL DETAILS
M06	MECHANICAL SCHEDULES

### **ELECTRICAL – Issued for RFP**

E0.0	SYMBOL LEGENDS & DRAWING LIST
E0.1	PROPOSED SITE PLAN

E0.2	SINGLE LINE DIAGRAM & SERVICE DETAILS
E0.3	SERVICE PROFILE
E0.4	SITE PLAN EXTERIOR WORK
E1.0	BASEMENT POWER & LIGHTING PLAN
E2.0	POWER PLAN
E2.1	LUMINAIRE SCHEDULE & DETAILS
E2.2	MECHANICAL & PANEL SCHEDULES
E2.3	DETAILS
E2.4	FIRE ALARM RISER
E3.0	REFLECTED CEILING PLAN
E4.0	POWER PLAN
E5.0	ELECTRICAL SPECIFICATIONS

**CIVIL – Issued for RFP**

TO BE ISSUED AS AN ADDENDUM TO THE RFP