

REQUEST FOR PROPOSAL NWRFP-11-17

Multi-Use Civic Facility and Office Tower Project Management Services

Closing Time:

Tuesday June 21, 2011
3:00 PM, Local Time, Vancouver BC

Closing Location:

Main Reception Desk
City of New Westminster
511 Royal Avenue,
New Westminster, BC, V3L 1H9

Further requests for information :

Purchasing: Roy Moulder, SCMP

Manager, Purchasing
Telephone: 604-527-4525
Facsimile: 604-527-4509
Email: rmoulder@newwestcity.ca

COMPANY NAME			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
Signature: by officer with express authority to enter into contract			Dated

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1.0 DEFINITIONS

“Agreement” “Services Agreement” “Contract” means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the Owners based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the Owners.

“City” means the City of New Westminster.

“UPG” means UPG Property Group Inc.

“MUCF” “FACILITY” means the Multi-Use Civic Facility.

“Owners” means the City of New Westminster and UPG Property Group Inc. collectively.

“Project Manager” means the person(s) firm(s) or corporation(s) appointed by the Owners to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Project Manager” and “Proponent” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Project Management Services.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

2.0 PROPOSAL INSTRUCTIONS

Three (3) written paper copies of your Proposal, including one signed and initialled copy of this Request for Proposal (“RFP”), and one CD version are to be submitted and clearly marked on the outside of an envelope or box as follows:

**Multi-Use Civic Facility and Office Tower
PROJECT MANAGEMENT SERVICES
NWRFP-11-17**

Submissions to this RFP must be received at:

MAIN INFORMATION DESK, CITY HALL
511 Royal Avenue,
New Westminster, B.C. V3L 1H9

on/or before **Tuesday, June 21, 2011 at 3:00 pm** local time (the “Closing Date”). The clock at the Main Information Desk is the official clock.

Faxed or electronically submitted proposals or amendments **will not be accepted**. Any proposals received after the Closing Date and time **will not be considered**.

It is the responsibility of each proponent to seek clarification on any matter relating to this RFP. Requests for clarification must be made in writing to only Roy Moulder, Purchasing Manager, City of New Westminster E-mail: rmoulder@newwestcity.ca

The Owners will respond to enquiries that it considers relevant to this RFP, which the Owners will determine in their sole discretion. The Owners or Purchasing Manager will only respond to those written queries received before 4:00 pm on Wednesday, June 15, 2011.

Enquiries will not be answered directly. Enquiries and replies will be recorded and posted on BC Bid and the City’s website along with any additional information and addenda to this RFP. It is the respondent’s sole responsibility to check these websites regularly (www.bcbid.ca or www.newwestcity.ca) to ensure that you have all information related to this RFP. The Proponent shall acknowledge any and all Addenda in its Proposal.

The Owners accept no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. Proponents are cautioned not to seek or rely on any such information.

3.0 INTRODUCTION

The Owners are seeking Proposals from qualified, experienced Project Management professionals (the “Proponents”) to provide Project Management Services (the “Services”) for the proposed development of a new Multi-use Civic Facility and Office Tower in Downtown New Westminster (the “Project”).

4.0 KEY CONTENT

In addition to the information in Section 8 of this RFP, it is strongly recommended that the following content be addressed (and clearly identified as such) in your Proposal:

1. a brief outline of the Proponent’s understanding of the Project;
2. a work plan approach and methodology to successfully accomplish this assignment;
3. the cost to complete the Project with an explanation of basis of the fee proposal, including an anticipated level of effort detailing hours on the Project;
4. an estimate of Project related disbursements and the charge-out schedule for personnel and disbursements in general, the Proponent may not add overhead costs to disbursements;
5. the name(s) of the Project team complete with brief resumes;
6. names of three references of clients who have undertaken similar work. The Owners may contact the references to assess the performance of the Proponent;
7. a statement of commitment to undertake the project, provide the staff, and support necessary to complete the Project on time and on budget. The Owners are seeking the services of a Project Manager that can start immediately upon contract award.

5.0 GENERAL CONDITIONS

5.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All Proposals and documents submitted to the Owners in response to this RFP become the property of the Owners, and as such, the Owners advise Proponents that parts, or all, of their proposals may (including the intellectual property) be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Proponent’s who wish to ensure particular parts of their Proposals are protected from disclosure under the FOIPP Act should specifically identify any information or records provided with their proposals that constitute a) trade secrets, and b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories could be subject to disclosure under the law to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

5.2 OWNERSHIP OF PROJECT DOCUMENTATION

In addition to the Proposal, all subsequent related contracts, information and documents shall be the property of the Owners, whenever provided whether before, during, after or within a period of two years following completion of the Project.

5.3 CONFIDENTIALITY OF OWNER INFORMATION

Any information acquired about the Owners by a Proponent during this RFP process must not be disclosed unless authorized in writing by the Owners and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of Services (the “Project Services Contract”) to the Owners will not permit any

Proponent to advertise a relationship with the Owners without the Owners' prior written authorization.

5.4 PROPONENT'S EXPENSES

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the Owners, if any. If the Owners elect to reject all proposals, the Owners will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any prospective Project Services Contract arising out of this RFP, or any other matter whatsoever, and howsoever related to this RFP.

5.5 ACCEPTANCE OF PROPOSAL

The Owners reserve the right to accept or reject any or all proposals received in response to this RFP. The Owners are under no obligation to proceed with the RFP and, should it decide to abandon the same, it may, at any time, invite further Proposals for the provision of the Services or enter into discussions or negotiations with any party in respect of the provision of the Services.

The Owners may, at its sole discretion at any time, choose to terminate the RFP process.

No contractual or other legal obligations are created or imposed on the Owners, or any other individual, officer or employee or other of the City or UPG by this RFP or by submission of or consideration by the Owners of any Proposal.

5.6 LIMITATION OF DAMAGES

Without limiting S. 5.4, the Proponent, by submitting a Proposal, agrees that it will not claim expenses, compensation, or damages, for whatever reason, relating to the Owners' entering into a prospective Project Services Contract with any Proponent or other person, or in respect of the competitive process arising out of this RFP.

5.7 THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. No Owners' officers or employees (except those stated on the Title page), no elected officials will not be contacted, engaged or spoken to directly or indirectly regarding this RFP;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the Owners' objectives, as stated herein, can be met;
3. The Owners have the absolute right to pursue or not pursue any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason, and to enter or not enter into a Project Services Contract with any Proponent;
4. There shall be no obligation on the part of the Owners to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the Owners pursue a Proposal, and arrive at terms acceptable to them with a Proponent, the Owners will prepare and execute a formal Contract under which that Proponent is to provide the Services;
5. The Owners shall not be obligated in any manner whatsoever until a Project Services Contract in writing has been duly executed by the signing officers of the Owners;
6. In submitting a Proposal, a Proponent acknowledges and agrees that it has read, understood, and agreed to all terms and conditions of this RFP and they have the necessary experience, skills, and ability to effectively provide the Services.

5.8 COMPLIANCE WITH LAWS AND REGULATIONS

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the Services in the City of New Westminster and to comply with all Federal Provincial and Municipal laws applicable to the Services or the performance of the Project Services Contract, including, without limitation, those of WorkSafe BC.

5.9 SUBCONTRACT AND ASSIGNMENT

In the event of any proposed sub-contracting arrangement (which includes a joint Proposal submitted by two bodies having no formal corporate links), the responsibility for the submission of a Proposal, any subsequent negotiation, will be that of the first Proponent named on the title page.

Under no circumstances may any part of an executed contract resulting from this Request for Proposal be sub-contracted or assigned to another firm, person, or company without the prior written consent of the Owners, which consent shall be at the absolute and unfettered discretion of the Owners.

5.10 SUBJECT TO AGREEMENT TO THE CONTRARY, THE OWNERS EXPECT THAT ANY RESULTING PROJECT SERVICES CONTRACT MAY CONTAIN THE FOLLOWING TERMS AMONGST OTHERS

(a) Insurance

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the Owners:

- i) Automobile Liability Insurance with a liability limit of two million dollars - \$2,000,000
- ii) Commercial Comprehensive General Liability Insurance protecting the Owners, for an amount of five million dollars (\$5,000,000) naming the City and UPG as additional insured
- iii) Professional Liability Insurance of one million dollars (\$1,000,000)
- iv) Builders Risk and Wrap-up Liability Insurance for the Project will be the responsibility of the Owners.

(b) Indemnity

Notwithstanding the provision of insurance coverage by the Owners, the Consultant hereby agrees to indemnify and save harmless the Owners, their successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "claims") that the Owners may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of the Owners, their other consultant(s), assign(s) and authorized representative(s) or any other person.

(c) Acting in Conflict

Any contract for service, which results from this RFP process, will include a term prohibiting the service provider(s) from acting for any party whose interests are in conflict

with those of the Owners', unless specific prior waiver of that term has been given in writing by the Owners in each instance.

(d) Mediation

The parties agree that, both during and after the performance of their responsibilities under the Project Service Agreement, each of them shall make bona fide efforts to resolve any disputes arising between them by amicable negotiations and provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.

The parties further agree to use their best efforts to conduct any dispute resolution procedures herein as efficiently and cost effectively as possible. The parties agree to attempt to resolve all disputes arising out of or in connection with this Project Service Agreement, or in respect of any legal relationship associated with it or from it by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules.

If the dispute cannot be settled within 30 calendar days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules. Place of arbitration shall be Vancouver, British Columbia, Canada.

(e) Force Majeure

Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or, delay in performing, any of its obligations contained in this Project Services Contract where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impractical including but not limited to labour disruptions, fire, flood, storm, or, other natural disaster, accident or governmental regulations, or, restrictions of any kind but excluding financial incapacity.

(f) Termination or Cancellation

Either party may terminate or cancel the Project Services Contract upon sixty (60) days written notice. In the event of such termination or cancellation by either party, the successful Proponent shall, within the 60 day notice period, pass over all files to an alternate firm or firms as instructed by the Owner and shall, under the authority and direction of the Owners, provide all information and other information relating to the Services that may either be in privilege or held in files and shall not hinder the process of early settlement of or, resolution to, any outstanding matters concerning the Services.

5.11 LAW

This RFP and any resultant Project Services Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia.

5.12 LIVING WAGE EMPLOYER

Effective January 1, 2011, the City of New Westminster became a "Living Wage Employer". As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2011 for the Lower Mainland is \$18.81 per hour, assuming no benefits are provided by the employer.

In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility.

<http://livingwageforfamilies.ca/calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. Completion and submission of the Declaration with a firm's bid or proposal is mandatory.

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration.

Please review the City's Living Wage Policy for further information.

http://www.newwestcity.ca/business/living_wage_employer.php

6.0 TERMS OF REFERENCE

6.1 BACKGROUND

The Owners wish to retain an experienced Project Manager to coordinate the planning, design, procurement, and construction of the Project, which consists of the City's new Multi Use Civic Facility ("MUCF") and a commercial office tower to be owned by UPG.

In December 2007, the City, the Provincial Government, the British Columbia Lottery Corporation, and Gateway Casinos signed a four party Development Assistance Compensation (DAC) Agreement. This DAC Agreement outlined the potential for five priority projects in New Westminster. The second priority identified a \$35 million Multi Use Civic Facility to be built in the Downtown by December 31, 2013.

The Project will be constructed in Downtown, New Westminster, in the City's Historic District. The site is a consolidated parcel made up of properties formerly known as 765 Columbia Street, 743 Columbia Street, 739 Columbia Street, 731 Columbia Street and a portion of Alexander Street. This consolidated site would become a 0.8 acre parcel with frontage on both Columbia Street and 8th Street. The parcel is identified of the site map below as "Site A".

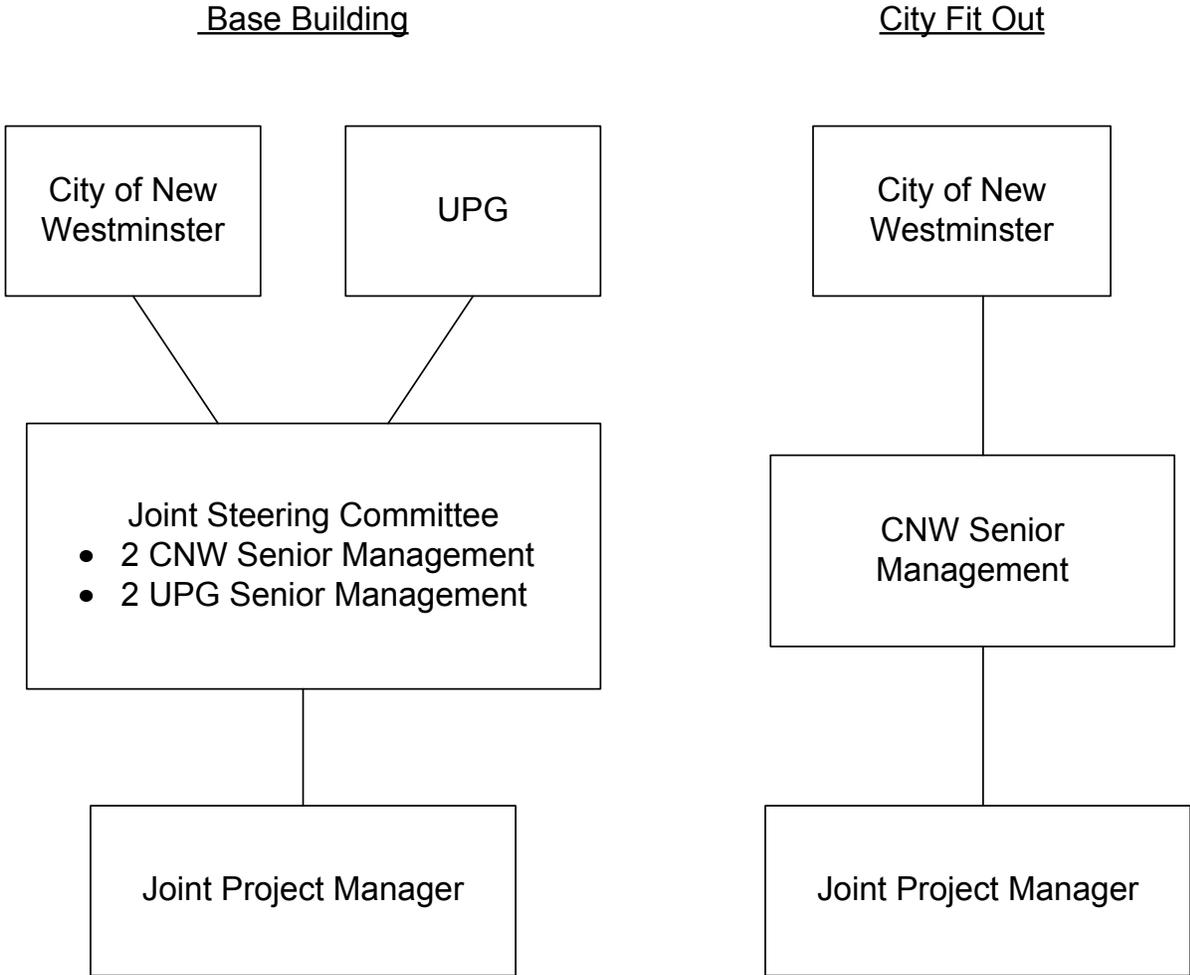
Site Map



In 2010, the City sought the interest of private developers to partner with the City to construct either a residential or commercial office tower above the Facility. In November 2010, UPG was selected as the City's partner in the Project. Through UPG's participation, the Project will see additional underground parking provided on site, and an office tower estimated to be 100,000 to 130,000 sq. ft. constructed above the Facility.

The City and UPG have decided to jointly develop the Project. The City and UPG will jointly be responsible for the construction of the base building of the Project, including the underground

parking facility, the civic centre base building, and the office tower. The City will solely be responsible for the fit out of the MUCF as illustrated in the following diagram:



- Base Building Consists of:
- 1.) Office Tower Base Building
 - 2.) MUCF Base Building
 - 3.) Parkade Complete

- Fit Out Consists of:
- 1.) MUCF Fit Out Only

For clarity, the following are specifically and expressly excluded from the scope of work:

- A.) Office Tower Fit Out (by future tenants)
- B.) Retail + Restaurant Fit Out (by future tenants)

Collectively, the City and UPG are looking to retain an experienced Project Manager to oversee the entire development and to ensure the Project comes in on budget and on time. The Project Manager will report to an Owners' steering committee consisting of 2 senior management staff of the City and 2 representatives of UPG.

6.2 PROJECT BUDGET

It is the expectation of the Owners that the successful Proponent, through consultation with the design team, will refine the budget.

6.3 PROPOSED MUCF PROGRAM

The Project Planning team, consisting of City staff and subject matter experts, has developed a preliminary inventory of programming needs and related space allocations. This work has been informed by numerous studies completed in recent years including:

- Downtown Community Plan
- Tourism Plan
- Convention Centre Study
- New Westminster Community Arts Strategy
- Parks & Recreation Comprehensive Plan
- Centre for Community Achievement Arts Centre Design Brief
- Museum & Archives Planning and Feasibility Study
- Theatre Study

The main program priorities were identified in the studies:

- Convention Centre/Banquet Facilities (capacity for 500 person event)
- 350 seat Non-proscenium Theatre (flexible - black box theatre)
- Museum & Archives/ Art Gallery / Canadian Lacrosse Hall of Fame
- Multi-purpose Community Spaces / Multi-built Arts Spaces

Along with the above priorities, the City has identified the need for both restaurant and retail space on the ground floor. The MUCF, including the restaurant and retail spaces will be 95,000 sq. ft of floor space.

A comprehensive work plan for the MUCF commenced a year and a half ago. The preliminary planning work completed by B.E. Beck and Associates examined the overall programming and development options for the Facility. A Functional Program was developed by B.E. Beck and Associates for each of the program areas. A second team headed by Proscenium Architecture and Interiors evaluated and determined theatre needs. Roger Hughes of Hughes, Condon, Marler Architects was retained as the City's architect and has transformed the preliminary planning work for the City's building components into schematic design, with detailed design in progress (anticipated completion end of June 2011).

Schematic designs are provided as Appendix C.

7.0 SCOPE OF RFP

The Project Manager's scope of work is summarized below.

1. **Facility Design** – The Project Manager will manage the design team and oversee the completion of the working drawings for the Project. The Owners have determined that this will be a LEED® Gold Project.
2. **Contract for the Development** – The Project Manager will assist in the negotiation and completion of (a) the development agreement and (b) the cost allocation agreement between the City and UPG.
3. **Construction Procurement** - The Project Manager will be required to manage the firm the Owners will be soliciting under a Construction Manager at Risk Contract. This contract will then be rolled into a Stipulated Price Contract with the successful firm as the construction packages are tendered. The Owners anticipate to solicit Proposals for this separate function shortly. The Project Manager will act as the Owners' representative during the construction of the Project.
4. **Project Management of the Construction of the Project** – The Project Manager will manage the procurement of the construction of the Project; oversee the construction of the Project ensuring quality control, budget control, and schedule control.
5. **Fit Out Improvements** - The Project Manager will oversee coordination of interior improvements (fit out) to the City's MUCF.

Status of Project

For clarity, it is hereby communicated that the following tasks have been completed to date or are nearing completion:

- a. selection of UPG as the City's partner in the Project and completion of interim agreements between the partners
- b. consolidation of the project site, the rezoning of the property and the public consultation for development approvals. The City anticipates the DP approval for the Project to the completed prior to contract award.
- c. demolition of previous structures from the Project site. Expectation for completion by end of June 2011
- d. assembly of the Project design team
- e. issuance of the excavation and shoring tender. To close at the end of June, 2011
- f. design of the Project to the completion of Schematic Design stage. The design consultants anticipate completion of the Design Development stage by June 30, 2011.

Composition of Design Team

The following consultants have been awarded the various components of the design of the base building and fit-out improvements, and have been working collectively on the design of the Project:

- a. Architect and Prime Consultant: Musson Cattell Mackey
- b. Structural: Glotman Simpson
- c. Geotechnical: GeoPacific Consultants
- d. Mechanical: AME Group
- e. Electrical: Acumen

- f. Landscape: Eckford & Associates
- g. Civil: McElhanney
- h. Cost Consultants: Jim Bush Associates (City) and Altus (UPG)

In addition, the following firms are working with HCMA and the City on the City's components of the Project:

- i. Design Architect for City's MUCF: Hughes Condon Marler
- j. Acoustic: TBD
- k. Theatre: The Shalleck Collaborative Inc.
- l. Museum: Public Architecture + Communication Inc.
- m. Mechanical (Fit Out): AME Group
- n. Electrical (Fit Out): Acumen

8.0 PROJECT MANAGEMENT REQUIREMENTS

The responsibilities of the Project Manager will be the items listed below. Please include details within your response of your ability to deliver the following responsibilities by providing past performance examples, which clearly demonstrate your ability to deliver each of the items listed below:

Base Building and MUCF Fit-out requirements

- Assisting with design;
- Establishing, managing and reporting on project schedules and progress on a regular basis;
- Establishing, managing and reporting on project budgets;
- Managing the project team;
- Proactively identifying and managing variances to project scope, schedule and budget;
- Proactively identifying and mitigating risks to the project;
- Assisting with bid evaluation;
- Maintaining Risk Management, Change Management and Issue Management logs;
- Ensuring accurate project billing including payment recommendations of Consultants;
- Ensuring appropriate project financial management processes are in place;
- Ensuring all project communications and change management needs are addressed;
- Assessing the status of the work and establishing and administering quality assurance and control programs;
- Leading team meetings;
- Preparation and distribution of meeting agendas and minutes;

MUCF Fit-out requirements

- Assisting with the preparation of Council Status Reports;
- Attending Council meetings and presenting status updates, as required;
- Engaging and consulting with the general public and project stakeholders;
- Engaging and consulting with various Provincial government and other regulatory agencies.

9.0 PROJECT TIMELINES

It is anticipated that the project will follow the timeline as outlined below. Of utmost importance to the City is the December 2013 completion date.

June to October 2011:	Completion of design and working drawings
July to October 2011:	Shoring installation and bulk excavation of the Site under a separate excavation permit.
November 2011:	Construction commencement of the Project
December 2013:	Construction completion, including deficiencies, DAC Project funding for the MUCF requires total completion by this time.

10.0 PROPOSAL SUBMISSIONS

Submission Contents shall include:

10.1 Services and Qualifications

1. Project Management Team / Individual
 - 1.1 Profile of the firm
 - 1.2 Organization chart to indicate personnel roles and relationships
 - 1.3 Brief resumes of key personnel and nominate the person responsible as/for:
 - 1.3.1 Project Manager
 - 1.3.2 Other Project Team Staff
 Proposals shall list project for which personnel were responsible, their resumes and their role in the project, value and year project was completed.
2. Related Experience
 - 2.1 Provide descriptions and details of past project of a similar scale and nature.
 - 2.2 Identify work for local government clients, public works.
 - 2.3 Identify work involving regional, provincial, and federal regulatory agencies such as those that may be involved in this project;
 - 2.4 Identify work similar to the Project including government and institutional multi-use community facilities, public and private performing arts and museum spaces, and commercial & retail spaces.
 - 2.5 List references and contact numbers.
3. Current Work Commitments
 - 3.1 Of Firm.
 - 3.2 Of proposed staff for this project.
4. Provide a description of the project management tools and methodologies that will be used by the Proponent's team in the implementation of this project. This should include, but not be limited to scheduling, cost control, quality control, contract and administration, communications. Provide examples of the tools and methodologies.
5. Provide examples of the proponent's success in completing work within time and budget constraints.

6. Provide a list of any additional value added services the Proponent can offer to the overall success of the Project.
7. Provide a statement confirming and committing adequate resources needed to achieve the noted milestones established for this project as noted in section 9.0 of this document.

10.2 Fee Proposal and Submission

Within the Proponent's response, the Owners are looking for an anticipated total fixed fee based on the details of the project expressed within the "Terms of Reference" and the "Project Management Requirements".

The Owners are looking for the following breakout of the fee:

Fee 1: Managing the completion of the design and construction of the base building, parkade and office tower

Fee 2: Managing the design and construction of the fit out of the City's component of the Project

The submission shall also include hourly rates for the key members and an estimated schedule of level of effort for each.

All fees and rates shall be stated in Canadian currency.

Note: the fee proposal shall not include the Harmonized Sales Tax. HST will be shown as a separate item at time of invoicing.

11.0 PROPOSAL EVALUATION AND SELECTION

- 11.1 The Owner will consider the Proposals it receives. The object of any evaluation and selection process is to identify the Proposal that, in the Owner's opinion offers the best value for the Owner.
- 11.2 The Owner, in assessing what it considers to be best value:
 - 11.2.1 Need not accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal regardless of adherence to the terms and requirements of this RFP;
 - 11.2.2 Has no obligation to receive further information, whether written or oral, from any Proponent, nor to disclose the nature of any Proposals received;
 - 11.2.3 May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.

Following an initial screening and subsequent reference verifications, the Owner may or may not decide to invite some number of firms to make oral presentations before any further decisions are made.

The Owner reserves the right to negotiate with a preferred Proponent and if such negotiations do not conclude in a Services Agreement, the Owner may negotiate with the next preferred Proponent.

The following criteria will be used to evaluate the Services and Qualifications, which are listed in no particular order or precedence. Proponents should address each of the following items in its Proposal:

	Criteria for Evaluation
•	Recognition of the Proponent’s history of successful project completion and general reputation in the industry including similar experience with project management;
•	Nominated staff experience (technical and other) on multi-use facilities;
•	Proponent’s familiarity and understanding of the project, and local experience;
•	Proponent’s demonstrated experience managing multi-use facility development construction work;
•	Methodology and experience regarding cost and schedule control;
•	Commitment of key individual to the project for the term of the project including consideration of current workload;
•	Quality and completeness of proposal submission;
•	Proponent’s experience in and methodology for communicating with owners, consultants, contractors and others;
•	Fee proposal

APPENDIX A

Receipt Acknowledgement Form

Document Number: NWRFP-11-17	
Document Title:	Request for Proposal #NWRFP-11-17
	Multi-Use Civic Facility – Project Management Services
Please complete this form and return by 11:00 am June 15, 2011 via facsimile or e-mail to:	
Roy Moulder, SCMP Manager, Purchasing Email: rmoulder@newwestcity.ca Fax: 604-527-4509	
Company:	_____
Address:	_____
City:	Prov/State: _____
Postal Code:	Country: _____
Contact:	Title: _____
Phone:	Cell: _____
Email:	_____
We have received a copy of the above noted document. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Further information about this RFP will be posted on the BC Bid Website and the City’s website (www.bcbid.ca) and (www.newwestcity.ca). Respondents are solely responsible for ensuring that they have all the information available on this RFP, and should therefore check the two website regularly.	
Signature:	Date: _____
Print Name:	Title: _____

APPENDIX B



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:
