

**REQUEST FOR PROPOSAL
NWRFP-09-27**

Civic Facilities Fire and Emergency Plan Development

Closing Time:

Tuesday, December 15, 2009
3:00 P.M., Local Time, Vancouver BC

Closing Location:

Main Reception Desk – City Hall
511 Royal Avenue,
New Westminister, BC V3L 1H9

Mandatory Information Meeting

9:00 am on Wednesday, December 2, 2009
Committee Room #2, City Hall,
511 Royal Avenue, New Westminister, BC

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Appendix A – List of Facilities	2 Pages
Appendix B – Fire Safety Plan Example	73 Pages
Appendix C – Emergency Evacuation Plan Example	25 Pages
Appendix D – Bomb Threats / Terrorism Response Plan	6 Pages
Appendix E – Facility Safety Plan Status Summary	4 Pages
Appendix F – Draft Consulting Service Agreement	7 Pages

Further requests for information :

Purchasing: Heather Rossi, Intermediate Buyer
Telephone: 604-515-3781 or email: hrossi@newwestcity.ca

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

CORPORATION OF THE CITY OF NEW WESTMINSTER

INTRODUCTION

PURPOSE AND BACKGROUND OF THE REQUEST FOR PROPOSAL

The City of New Westminister (the “City”), the first city in western Canada, is seeking Proposals from qualified, experienced firms to assist in the development of Fire and Emergency Plans for Civic Facilities.

The City of New Westminister owns and operates 41 civic facilities. The safety of its staff and the public is of the highest priority for the City. The City is conscious of the requirement for safety plans that will facilitate the protection and/or the evacuation of staff and the public in the event of fire, earthquake, physical threat, and other community emergencies in their facilities. It is intent on developing a comprehensive coordinated document for each of its facilities that would provide for a set of consistent procedures to be followed during all of the aforementioned emergencies.

To that end, the City has developed emergency evacuation plans for most of its facilities through the City’s Occupational Health and Safety officer. The plans address the requirements of Work Safe BC as well as other criteria specific to each facility.

In addition, the City has developed fire safety plans for some of the facilities, mostly because of renovations to the buildings in recent years. The requirements of the City Fire Department and the British Columbia Fire Code have more or less determined the format and the content for these plans. Many of the facilities lack an adequate fire safety plan and/or an emergency evacuation plan. Some facilities have fire safety plans that are outdated or that do not conform to the requirements of the City Fire Department or the British Columbia Fire Code. No one plan addresses all of the aspects of emergency response and no one plan includes a structure for responsibility and lines of communication.

The City intends to develop a coordinated comprehensive document specific to each civic facility, but within the same template, that includes procedures to deal with all emergencies that could affect the safety of staff and the public to a substantial degree. In addition, the plan will need to describe specific roles and responsibilities of staff within the facilities as well as other departments that will need to respond, distinct lines of communication and an organization structure.

While the plan will provide a basic structure, each plan will need to be “customized” to fit the actual requirements of each facility.

MANDATORY INFORMATION MEETING

The City has arranged a Mandatory Information Meeting and Site Viewing for all Proponents on **Wednesday, December 2, 2009 at 9:00 am at Committee Room #2, City Hall, 511 Royal Avenue, New Westminister, BC**. Following the meeting, dates and times will be provided for group tours of the facilities. The City will receive Proposals only from Proponents signed in at the orientation meeting and the tours.

To be eligible to submit a Proposal for this RFP, Proponents must attend the Mandatory Information Meeting and Site Tours. **Failure to attend the Mandatory Information Meeting and Site Tours will result in disqualification of the Proponent.**

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RESPONSE TIME AND PHYSICAL FORMAT OF PROPOSAL

Three (3) copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

FIRE AND EMERGENCY PLAN DEVELOPMENT NWRFP-09-27

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated Closing Time. The City does not accept facsimile, electronic mail, or other unsealed submissions. The City **will not consider** late proposals.

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Proponents must make requests for clarification in writing to Heather Rossi, Intermediate Buyer, City of New Westminster at hrossi@newwestcity.ca

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at http://www.newwestcity.ca/business/bid_opportunities/request_for_bids_proposals_-_open.php along with any additional information and addenda to this RFP.

It is the sole responsibility of the Proponent to check the City's website regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of sixty (60) days from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

Proposals must not exceed ten (10) pages in length excluding attached appendices. All Proposals must clearly identify:

1. Understanding of the assignment;
2. Proposed approach;
3. Cost/Schedule;
4. Project Team and Experience.

CORPORATION OF THE CITY OF NEW WESTMINSTER**MANDATORY REQUIREMENTS**

The following are **Mandatory Requirements** for submitted Proposals. The City will not consider any Proposal that does not include all Mandatory Requirements.

1. A brief outline of the Proponent's understanding of the project;
2. A clear and detailed work program and description of the methodology and data sources to be used for all parts of the work;
3. A schedule of activity from date of award to project completion;
4. The fixed fee to complete the services with an explanation of the basis of the fee proposed;
5. An estimate of project related disbursements and the charge-out schedule for personnel and disbursements in general, no overhead costs shall be added to disbursements;
6. The names of the project manager and project team, along with brief resumes and a description of the role of each member in the team and the number of hours to be spent on the project by each team member;
7. Information on directly relevant experience undertaken by the Proponent;
8. Names of three references of clients who have undertaken similar work, the City may contact the references to assess the performance of the Proponent.
9. A statement of commitment to undertake the project and provide the staff and support necessary to complete the project on time and on budget;

The City of New Westminster reserves the right to invite Proposals from other parties and reject any or all Proposals received. The City is looking for a Proposal offering the best overall value. The City will evaluate the Proposals based on selection criteria such as understanding of the project requirements, work methodology, team experience, qualifications, schedule, and costs. The lowest fee submission or any Proposal may not necessarily be accepted.

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GENERAL CONDITIONS

OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Proponents that parts, or all, of their Proposals may 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 may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

CONFIDENTIALITY OF CITY INFORMATION

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, 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 to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization. Proponents may not use any portion of this RFP for any purpose other than the submission of Proposals. The successful Proponent must agree not to divulge or release any confidential information received during the course of performing its duties and/or services.

PROFESSIONAL CONDUCT

Proponents will comply with published professional standards governing these services.

PROPONENT'S EXPENSES

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City 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 final Contract, or any other matter whatsoever.

LIMITATION OF DAMAGES

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal. The Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

THE PROPONENT ACKNOWLEDGES AND AGREES THAT:

1. Other City officers (except those stated on the Title page), City employees and elected officials will not be contacted directly or indirectly regarding this Request for Proposal;
2. This RFP is not a call for Tenders but is intended to invite Proponents to submit detailed Proposals by which the City's objectives, as stated herein, can be met, following which the City will enter into further negotiations with the successful Proponent for the provision of the required services;
3. The City has the absolute right to accept or reject 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;
4. There shall be no obligation on the part of the City of New Westminster neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received. If the City accepts a Proposal, following negotiations with the City, the Proponent will be required to execute a formal Contract to provide the services, in a form acceptable to the City;

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5. The City of New Westminster shall not be obligated in any manner whatsoever until a written agreement has been duly executed relating to an approved proposal.

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 contract, including those of WorkSafe BC.

FORM OF CONTRACT

The selected Proponent shall agree to enter into a Contract with the City based on the Consulting Services Agreement attached as Appendix F of this Request for Proposal.

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, and the administration of any resulting contract for service 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 authorization of the City of New Westminster.

LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a proposal if the Proponent, or any officer or director of the proponent, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the proponent indicates a risk the City will incur increased staff and legal costs in the administration of the contract if awarded to the Proponent.

INSURANCE

Any contract for service, which results from this RFP process, will include a term requiring the service provider(s) to carry Errors and Omissions insurance for one million dollars (\$1,000,000.00), for staff or others involved in performing the contract responsibilities on behalf of the service provider.

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 City, unless specific prior waiver of that term has been given in writing by the City in each instance.

CONFLICT OF INTEREST

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

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SCOPE OF WORK

1.0 TERMS OF REFERENCE

- 1.1** The proponent will need to provide one document for each facility as listed in Appendix A.
- 1.2** The successful Proponent will provide the documents in duplicate and in electronic format (CD). The following coordinated information will need to be included, but not limited to:
- a) Fire and Explosion Safety Plan – the plan must include written and graphic information that addresses the requirements of the British Columbia Fire Code 2006 and the requirements of the City of New Westminister Fire Department (sample format included in Appendix B). The final document will require the formal approval of the Fire department;
 - b) Emergency Evacuation Plan – the plan is to include designated personnel (some facilities will require that the position not name a designated employee) and duties, building floor plans, evacuation routes, assembly areas (see sample plan in Appendix C)
 - c) Earthquake Response Plan – emergency procedures during event, post seismic assessment, and post seismic operation.
 - d) Bomb Threats /Terrorism Response Plan – (see Appendix D for general emergency procedures)
- 1.3** The plan will include recommendations for training of personnel.
- 1.4** The City will provide electronic format base floor plans and other PDF drawings. However, the City does not guarantee the accuracy of the drawings. The successful Proponent is responsible for confirming actual building and site conditions.
- 1.5** See Appendix E for a summary of Emergency Evacuation Plans and Fire Safety Plans status per facility. The Proponent may use these plans for reference in preparation of the comprehensive plans. However, the formats and contents vary and may not comply with the requirements for the comprehensive plans required in this RFP.

2.0 PROJECT MANAGEMENT

- 2.1** Wayne Werbovetski, Building Management Coordinator will act as the liaison and coordinator between City departments and the successful Proponent. The successful Proponent will work in close collaboration with staff from the City of New Westminister.

3.0 ADDENDA

- 3.1** Should addenda to the Request for Proposal documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.
- 3.2** Proponents are responsible for checking the City's website for any addenda or other information relating to this Request for Proposal.
- 3.3** All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

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4.0 PROPOSAL EVALUATION AND SELECTION

4.1 The City of New Westminster will evaluate all submitted valid Proposals. Any or all proposals will not necessarily be accepted. The City will disqualify Proponent(s) that fail to meet a minimum requirement for qualifications, experience, and methodology from the process prior to cost considerations. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.

4.2 The City, in assessing best value:

- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;
- b) Has no obligation to receive further information, whether written or oral, from any Proponent, nor to disclose the nature of any Proposals received;
- c) 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.

4.3 The City's evaluation team, at its discretion, may invite some or all of the Proponents to attend an interview to provide clarifications of their Proposals. In such event, the evaluation team will be entitled to consider the answers received in evaluating Proposals.

4.4 The City will evaluate all valid Proposals. The evaluation criteria includes, but is not limited to:

- a) Proponent's history of successful project plans;
- b) Nominated staff experience (technical and other);
- c) Proponent's and team members' experience;
- d) Proponent's familiarity and understanding of the project, local experience;
- e) Proponent's demonstrated experience in the development of similar plans;
- f) Proposed methodology;
- g) Commitment of key team members to the project for the term of the project including consideration of current workloads;
- h) Fee Structure (fixed fee, hourly rates of proposed team members, and basis of fee estimate).

5.0 REFERENCES

5.1 NOTE: Failure To Provide References May Result In Disqualification

5.2 Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past two (2) years, including the City of New Westminster).

***End of Request for Proposal Document**