Corporation of the City of
NEW WESTMINSTER

RFx Process and General Requirements

Version: 002

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On the following pages are the City of New Westminster General Requirements that are to be applied to all RFx posted by the City. These are meant to be guidelines that manage the process for each RFx.

For some RFx there may be unique requirements and those are outlined in the appropriate Appendices. Only where noted in a specific RFx, will the enclosed requirements be revised or modified.

1.0 DEFINITIONS

1.1 **"Addenda"** has the meaning set out in Item 7.0 of this document;

1.2 **"Business Requirements"** means the detailed specifications, requirements and Services set out in a RFx;

1.3 **"City"**, **"Owner"** means the Corporation of the City of New Westminster;

1.4 **"Contract"** means a written contract for the Services that may be entered into by the City and a Respondent;

1.5 **"Evaluation Team"** has the meaning set out in 14.1 of this document;

1.6 **"Provide" "Supply"** means to provide and pay for, and supply and pay for.

1.7 **"Request for Prequalification" "RFPQ"** means a Request for Prequalification including all Schedules , Appendices, other supporting documents and any changes the City may from time to time make to the RFx;

1.8 **"Request for Proposal" "RFP"** means this Request for Proposal, including all Schedules, Appendices, other supporting documents and any changes the City may from time to time make to the RFx;

1.9 **"Request for Qualification" "RFQU"** means a Request for Qualification including all Schedules, Appendices, other supporting documents and any changes the City may from time to time make to the RFx;

1.10 **"Resource Request"** means the process that the City will follow to obtain services from the Shortlisted Supplier that are selected in a RFQU.

1.11 **"Respondent"** means a person who submits a Response to the City in response to an RFx.

1.12 **"Response"** means a proposal/response submitted to the City in response to a RFx;

1.13 **"RFx"** means RFP, RFQU, RFPQ;

1.14 **"Services"** means the provision by the successful Respondent of all services, duties, and expectations as described in a RFx, including in the Business Requirements;

1.15 **"Statement of Work" "SOW"** means a document that outlines the Services and deliverables to be provided by a Respondent;

2.0 GENERAL INFORMATION

2.1 Respondents will be solely responsible for their own expenses incurred in connection with an RFx, including in preparing and submitting a Response and in any subsequent negotiations with the City.

2.2 This RFx shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected to this RFx.

3.0 OPTIONAL INFORMATION MEETING

3.1 When applicable, the City may arrange an Optional Information Meeting and Site Viewing for all Respondents; dates and locations will be provided in the specific RFx.

3.2 While attendance is at the discretion of the Respondents, Respondents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. The City will not keep nor distribute minutes of the meeting.

3.3 The purpose of this Information Meeting is to provide Respondents with an opportunity to view the site, current equipment, and present questions relative to the specifications, requirements, and RFx process.

3.4 It is possible that some questions raised and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Response. Respondents are responsible to ensure they are fully informed and have a clear understanding of the requirements.

3.5 Respondents are encouraged to delegate a senior official to represent the Respondent at the Information Meeting.

4.0 NO CITY OBLIGATIONS TO RESPONDENTS

4.1 All RFx are a request for Responses, and not a call for tenders or request for offers and no contractual obligations shall arise between the City and a Respondent upon the Respondent's submission of a Response to the City. For clarity, the City shall have no obligations whatsoever to any Respondent until and unless the City and a Respondent enter into a formal, written contract for the Respondent to provide the Services.

5.0 CITY DISCRETION

5.1 For clarity, and without in any way limiting the City's rights, prospective Respondents should be aware that the City may, at its discretion:

a) cancel a RFx at any time;
b) select a Response that deviates from the requirements of a RFx;
c) select a Response that is not the lowest cost Response;
d) select a Response with a view to engaging the Respondent to provide only some of the Services;
e) modify a RFx at any time;
f) reject a Response for any reason, including where in the City's estimation the personnel and/or resources of the Respondent are deemed insufficient or if the City determines that a Response is incomplete or does not comply with a requirement under a RFx;
g) decide to not select any Responses;
h) split the provision of the Services requirements between two or more Respondents;

i) shortlist one or more Respondents to formally present their Response to the City's Evaluation Committee;
j) negotiate with one or more Respondents, including with respect to the form of Contract;
k) consider and select a late Response.

6.0 RESPONSE INSTRUCTIONS

6.1 Responding to requests on City website:

a) Unless otherwise noted all Responses should be submitted electronically in one (1) Adobe (PDF) file to https://fileshare.newwestcity.ca/filedrop/purchasing_submissions

b) It is the Respondent's responsibility to ensure that the City receives its Response prior to the closing time indicated on the title page of an RFx. The City does not accept facsimile or other unsealed Responses.

c) Requests for clarification or further information should be made in writing only to the individual from the City identified on the first page of an RFx. The City may respond to enquiries that it, in its sole discretion, considers relevant to the RFx. The City intends to respond only to those relevant written enquiries received at least seven (7) calendar days prior to the closing time indicated on the title page of an RFx. The City may record enquiries and post written responses on its website at https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/request-for-bids-and-proposals-open

6.2 Responding to requests on City eBidding system:

a) For submissions only, the use of Bid or Bidders is synonymous with Response and Respondents.

b) ELECTRONIC BID SUBMISSIONS ONLY shall be received by the eBidding System at http://newwestcity.bidsandtenders.ca. Hardcopy submissions are not permitted.

   i. Where applicable single, or multiple, document uploads within the online submission form may be required.

c) Respondents are cautioned that the timing of their Response is based on when the Response is RECEIVED by the eBidding System, not when a Response is submitted, as Response transmission can be delayed due to file transfer size, transmission speed, etc.

d) For the above reasons, the City recommends you allow sufficient time to complete your Response and to resolve any issues that may arise. The eBidding System's web clock shall determine the closing time and date.

e) Respondents should contact bids&tenders® support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The eBidding System will send a confirmation email to the Respondent advising that their Response Submission was received successfully. If you do not receive a confirmation email, contact bids&tenders® support at support@bidsandtenders.ca.

f) Late Responses are not permitted by the eBidding System.

g) To ensure receipt of the latest information and updates via email regarding this bid, or if a Respondent has obtained this RFx from a third party, the onus is on the Respondent to create an eBidding System Vendor account and register as a Plan Taker for the RFx opportunity.

h) Respondents may edit or withdraw their Response prior to the closing time and date. However, the Respondent is solely responsible to ensure the re-submitted Response is received by the eBidding System no later than the stated closing time and date.

7.0 ADDENDA

7.1 Should addenda to an RFx be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Closing date and time.

7.2 Respondents are responsible for checking the City's eBidding website for any addenda or other information relating to an RFx.

7.3 Addenda may become part of the final agreement between the City and a Respondent. Respondents should include adjustment costs in their Response.

8.0 CONTRACT REQUIREMENTS

8.1 The City uses several forms of contracts, noted below are some examples of the types of contracts that may be used. Copies of the Agreements and Supplementary General Conditions can be found at this link https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/procurement_policy.php

a) For RFP – the City will typically use the standard Consulting Services Agreement or the City's Construction Services Agreement

b) For RFQU - the City will typically use the standard Consulting Services Agreement.

c) For RFPQ the Contract will be determined by the RFP or Tender issued to the shortlisted Respondents.

9.0 PERFORMANCE AND PAYMENT SECURITY

9.1 Where applicable and noted in specific RFx, the Successful Respondent may be required to provide to the City of New Westminster, in a form acceptable to the City, Performance Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
a) A Bank Draft;
b) An Irrevocable Letter of Credit; or
c) A Performance Bond.

9.2 The Successful Respondent may be required to provide to the City of New Westminster, in a form acceptable to the City, Labour and Material Payment Security in an amount equal to fifty percent (50%) of the Contract Price, and in one of the following types:
a) A Bank Draft;
b) An Irrevocable Letter of Credit; or
c) A Labour and Material Payment Bond, the Bond **must be** a Broad Form bond protecting all companies with a direct contract with the Principal or any Sub-Contractor of the Principal.

10.0 DOCUMENTS REQUIRED OF THE SUCCESSFUL RESPONDENT

10.1 Where applicable and noted in specific RFx, within seven (7) business days of receipt of the Owner's Notice of Award the successful Respondent shall provide some of the following documents and/or requirements to the City:
a) Certificate of Good Standing from WorkSafe BC;
b) Proof of Insurance as required under the City's Consulting Services Agreement;
c) Proof of Insurance as required under the City's Contract for Construction Services;

d) Proof of Insurance as required under the CCDC Contract General Conditions, the current CCDC -41, and the City's Supplementary General Conditions;
e) Proof of Insurance as required under the MMCD Contract General Conditions, and the City's Supplementary General Conditions;
f) Proof of Certificate of Vehicle Third Party Legal Liability Insurance covering the duration of the Contract;
g) Names of all Subcontractors and description of the work to be performed by them, or confirmation that no Subcontractor will be involved in this project;
h) Written assurance of sufficient manpower in your employ to fulfil satisfactorily this Contract;
i) Proof of a valid City of New Westminster or MetroWest Inter-Municipal Business License;
j) A Construction Schedule as required under the CCDC/MMCD Contract General Conditions;
k) Performance Security and Labour and Material Payment Security as called for in the RFx.

11.0 GENERAL CONDITIONS

11.1 OWNERSHIP OF RESPONSES AND FREEDOM OF INFORMATION

All documents submitted to the City in response to this RFx or as part of any subsequent negotiation will become the property of the City, and will not be returned.

11.2 RESPONSE CONFIDENTIALITY & FREEDOM OF INFORMATION

Respondents should be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) ("Act"). A Respondent may stipulate in their Response that a portion(s) of their Response that contains confidential information and is supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a Response in response to a request made under the Act, even if the Respondent has stipulated that part of their Response is supplied in confidence. The Respondent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

11.3 CONFIDENTIALITY OF CITY INFORMATION

All information provided by the City to a Respondent in connection with a RFx is provided on a confidential basis, and Respondents will not disclose any such information to any person (other than the Respondent's legal advisers or consultants) without the City's prior written consent, nor may any Respondent publicize or advertise its involvement with this RFx process without the prior written consent of the City.

11.4 RESPONDENT'S EXPENSES

For clarity, Respondents will be solely responsible for their own expenses incurred in connection with this RFx, including in preparing and submitting a Response and in any subsequent negotiations with the City.

11.5 CONTACTING CITY REPRESENTATIVES

Respondents shall not contact City elected officials, officers or employees directly or indirectly regarding this RFx, except as indicated in this RFx.

11.6 CONFLICT OF INTEREST

Respondents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may reject a Response if the City considers that selection of the Respondent to enter into a Contract would give rise to a conflict of interest. The Contract may include a clause providing that a failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Respondent may have with the City or any of its elected or appointed officials or employees shall

be grounds for immediate termination of the Contract, in the City's sole discretion, without compensation from the City.

11.7 PERMITS AND LICENSES

a) The successful Respondent may be required to obtain a City of New Westminster or MetroWest Inter-Municipal Business license prior to commencement of work.

b) All non-road diesel powered equipment that is 25 hp (19 kw) or greater must comply with Metro Vancouver's Non-Road Diesel Engine Emission Regulation Bylaw No. 1329, 2021 (the Bylaw). The Bylaw requires owners or operators of Tier 0 and Tier 1 non-road diesel engines to register, label, and pay fees in order to operate within Metro Vancouver. Please advise what Engine Tier your proposed equipment meets and if it complies with Metro Vancouver's Bylaw. Provide the engine registration number issued by Metro Vancouver if applicable. The City, at its discretion, may give preference to equipment that meets higher emission standards. To register your equipment visit http://www.metrovancouver.org/nonroaddiesel

c) If requested, the Respondent shall apply and pay for all permits required, by authorities having jurisdiction, to carry out the work. The City will apply for and pay for the building permit when required.

d) The Respondent must protect all trees in accordance with City policy. Requirements for tree protection are available on the City's website. The Respondent is required to make application and obtain a tree protection permit prior to the start of the work. Final location of the tree protection is to be reviewed with, and approved by the City Arborist.

12.0 LIVING WAGE EMPLOYER

12.1 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 current living wage rate for Metro Vancouver is $25.68 per hour, assuming the employer provides no benefits.

12.2 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://www.livingwageforfamilies.ca/living_wage_calculator

12.3 The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy (attached as Appendix B). **Completion and submission of the Declaration is required prior to Contract award**.

12.4 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 Page for further information.

13.0 GOOD NEIGHBOUR PROTOCOL

13.1 This policy is for City-led construction projects and works. The Good Neighbour Protocol (GNP) provides guidelines to minimize construction related impacts to residents and businesses.

13.2 The successful Respondent will be required to adhere to the Good Neighbour Protocol. Please review the City's Good Neighbour Protocol for further information.

14.0 EVALUATION CRITERIA AND PROCESS

14.1 Evaluation Team – the evaluation of a Response will be completed by a team of one (1) or more individuals. The Evaluation Team may consist of internal or external members and may be assisted by others as required by the Evaluation Team such as technical, financial, legal, and other subject matter experts.

14.2 The City intends to evaluate Responses in order to identify a Response that, in the City's opinion offers the best value to the City.

14.3 Each RFx will provide an overview of what is to be evaluated and the weighting applied to the criteria.

14.4 The City reserves the right to review the references provided and determine if they pass or fail the City's requirements. Where the reference is considered a fail no further review of the Response will be completed.

14.5 In evaluating a Response, the City may also review and investigate the following:

a) Respondent's ability to comply with Living Wage Employer requirements
b) Protection of Privacy Assessment if required in the RFx
c) Reference checks

and the City may choose not to select a Respondent if the City is not satisfied, in its sole discretion, that the Respondent can meet these requirements.

14.6 In evaluating a Response, the City may request financial information regarding a Respondent and may choose not to select a Respondent where the City is not satisfied, in its sole discretion, that the Respondent is in a financial position to perform the Services.

14.7 There shall be no obligation on the part of the City to receive further information, whether written or oral, from any Respondent or to disclose the nature of any Response received.

14.8 The City may invite one or more Respondents for an interview or to provide clarifications of their Response(s) and the City may consider the results of such Respondent interview(s) or clarifications in evaluating Responses.

14.9 The City at its discretion, may invite some or all Respondents to provide a product demonstration and the City may consider the product demonstration in evaluating Responses.

14.10 In evaluating a Response, the City may consider qualifications and experience of the Respondent and past performance of the Respondent in providing similar services.

15.0 NEGOTIATIONS

15.1 The award of a contract may be subject to negotiations with the lead Respondent(s) that are deemed to provide the best value to the City. Such negotiations may include, but are not limited to, the following:

a) Changes to the requirements or Summary of Work proposed by the Respondent
b) Price; and
c) Specific contract details as deemed reasonable for negations by the City

15.2 If a written contract cannot be negotiated within fourteen (14) days of notification with the lead Respondent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead Respondent and either enter into negotiations with the next qualified Respondent or cancel the RFx or negotiate with another supplier.

1.0 RFQU ONLY

1.1 For an RFQU only the following processes are used.

2.0 RESOURCE REQUEST PROCEDURE

2.1 The City will contact the suppliers on the Shortlist when there is a need for Services as defined in the RFx through a "Resource Request". The City will generally use the following steps:

a) Email a "Resource Request" to suppliers identified and listed in a specific category.
b) City may hold a non-mandatory conference call with all qualified Shortlist suppliers two (2) Business Days after the email is sent to provide answers to questions that arise.
c) Each supplier will provide a Submission to the Resource Request with a resume for the best response within five (5) Business Days; the City reserves the right to extend the response time based upon skills and requirements needed.
d) Submissions will be reviewed and Shortlisted suppliers may be invited to participate in an interview process.
e) The City may enter into negotiations for a Contract or a Statement of Work (SOW) with the Shortlisted supplier who has been identified as providing the best value to the City.

2.2 Where services are less than $15,000, the City reserves the right to negotiate directly with a Shortlisted supplier without issuing a Resource Request when it is deemed in the best interest of the City.

2.3 Until an individual Contract or SOW is signed, the City reserves the right in its sole discretion not to proceed with work defined in the Resource Request.

2.4 The Resource Request should not be considered a request for or an authorization to perform any work or to supply any goods or services. Any development work undertaken by the Shortlisted supplier and any costs and/or expenses involved in the preparation of replying to the Resource Request , and for subsequent presentations and/or demonstrations and/or negotiations will be the sole responsibility of the Shortlisted supplier, including any travel costs.

2.5 The City reserves the right to modify the Resource Request Process at any time and at its sole discretion. This includes the right to cancel the Resource Request at any time without entering into a contract with any Shortlisted supplier.

3.0 ADDITION OR REMOVAL OF A SUPPLIER TO/FROM THE SHORTLIST

3.1 The City intends to close this qualification once to receive the initial Responses. After this, the Qualification will be re-opened as noted below. This will create an opportunity to remove or add qualified respondents to the shortlist at the City's discretion. Newly added suppliers term will expire with the original term of the RFQU.

- On the anniversary date of the closing of the original RFQU
- Anytime – if a previously shortlisted supplier is no longer able to provide the service
- Anytime – if the original shortlist did not qualify the expected number of suppliers
- Anytime – if the City deems it is in the best interest of the City to add supplier(s) to the shortlist

3.2 Adding and removing Suppliers to the Shortlist.

a) Respondents who have been removed from the Shortlist list will have an opportunity to resubmit a response to the RFQU
b) Respondents who were not selected previously will have an opportunity to resubmit a response to the RFQU

c) All shortlisted respondents maintaining their position on the list will not need to resubmit a response to the RFQU

3.3 At the City's discretion, the City may remove a supplier from a Shortlist where in the opinion of the City any occurrences of the following have occurred:

a) Failure to notify the City of a change in ownership
b) Failure to comply with terms of the contract awarded
c) Failure to respond or notify the City that no Submissions will be forthcoming to three (3) or more Resource Requests
   - If a supplier fails to inform the City of changes to contact information, the City will not be responsible to contact the supplier to obtain current information.
d) Failure to submit Submissions to Resource Requests in a timely manner
e) Providing false or misleading information to a Resource Request
f) Submitting invoices that contain errors
g) Contacting a City staff other than the contacts designated under this Qualification process to provide Submissions or solicit business
h) Providing unacceptable service levels as determined by the City through a collaborative evaluation process
i) Failure to deliver services in accordance with an awarded contract to the satisfaction of the City
j) Employing or attempting to recruit any employee, contractor, or subcontractor who is engaged to perform work for the City.
k) Failure to register and maintain WorkSafeBC assessment coverage, if required to be registered by the *Workers Compensation Act*
l) If requested by the supplier(s) to be removed from the Shortlist.

3.4 The City will notify the supplier(s) in writing of its intent to remove the supplier(s) from a Shortlist. Such removal will be effective immediately.

3.5 The City reserves the right to reinstate the supplier(s) at the City's discretion, if the supplier(s) provides corrective action that is satisfactory to the City.

3.6 The City reserves the right in its sole discretion, not to replace a removed supplier from any Shortlist, or to replace a supplier on a Shortlist by way of a new Request for Qualification (RFQU), or add any Respondent from this original RFQU to a Shortlist.

3.7 For further clarity, if a supplier is removed from a Shortlist through any of the reasons noted above, the City may or may not replace the supplier.

3.8 If the City determines that the number of Shortlisted suppliers does not meet its needs, the City reserves the right to increase or decrease the number of suppliers(s) on the Shortlist based upon but not limited to the following:

a) Volume of work
b) Industry changes
c) Changes to the City's business requirements

3.9 The City reserves the right to use the same suppliers(s) for multi phases of any project.

3.10 The successful supplier(s) will not be guaranteed any volume of business. There is no guarantee that when a specific Resource Request is awarded to a supplier(s) that any subsequent project work will automatically be awarded to that supplier(s). The City reserves the right to award contracted resource at its discretion as deemed in the best interest of the City.