(TO BE RETURNED WITH PROPOSAL)



# COWICHAN VALLEY REGIONAL DISTRICT IDENTIFICATION SHEET

# RFP NO. <u>ES-020-17</u>

# FOR THE PROVISION OF <u>COWICHAN VALLEY REGIONAL DISTRICT</u> <u>CONDITION ASSESSMENTS</u>

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)		
ADDRESS	POSTAL CODE	
TELEPHONE NO.	FAX NO.	
NAME OF PERSON SIGNING FOR FIRM		
OFFICE OF PERSON SIGNING FOR FIRM		

Austin Tokarek
PROJECT MANAGER
DEPARTMENT: Engineering Services

Hamid Hatami
GENERAL MANAGER
DEPARTMENT: Engineering Services

COWICHAN VALLEY REGIONAL DISTRICT ENGINEERING SERVICES DEPARTMENT 175 INGRAM STREET DUNCAN, BRITISH COLUMBIA V9L 1N8 www.cvrd.bc.ca

# **Table of Contents**

IDENTIFICATION SHEET	1
ACKNOWLEDGEMENT OF RFP DOCUMENTS RECEIVED BY PROPONENT	
INTRODUCTION	4
TERMS OF REFERENCE	
Summary	
Background	
Objectives	
Resources Provided	
Project Milestones.	
Fees	
Proposal Submission Requirements	
PROPOSAL BID SHEET	11
Price Breakdown and Optional Pricing	
Hourly Rates	13
List of Sub-Consultants	
GENERAL INFORMATION	
1. Proposal Submission	
3. Clarification	
4. Questions & Inquiries	
5. Award	
6. Proposal Format	
7. Schedule	
8. Pricing	16
9. Acceptance Period	
10. Proponent Contact	
11. Supplemental Information	
12. Proponent Incurred Costs	
13. Third Party Proponent	1/
14. Freedom of Information	
16. Insurance Requirements	
17. Proposal Evaluation	
18. Selection Criteria	
19. Errors and Omissions	19
20. Non Collusion	19
21. Termination	19
22. Conflict of Interest	
23. Intent of Award	
24. Litigation	
25. Sub-Consulting	
26. Consultant's Responsibility	20
28. Award of Contract	
29. Addenda	
EVALUATION OF PROPOSAL	
1. Evaluation Scoring Sheet	23
2. Proposal Evaluation Table	24
CVRD PROPOSAL TERMS & CONDITIONS	
1. Scope:	
2. Definitions:	
3. Proposal Requirements	
1. Proposal Form	
Insurance Requirements	
4. Omissions and Discrepancies	
5. Withdrawal of Proposal Prior to Opening	
6. Proposal Opening	
7. Unbalanced Proposal	
8. Substitutes and Alternates	
9. Award	
10. Contract	27
11. Contract Guarantee	
12. Payment	
SCHEDULE A: CVRD SCOPE OF WORK WITH BUILDING DESCRIPTIONS	
SCHEDULE B: ASTM - Standard Classification for Building Elements and Related Siteworks - UNIFORMAT II	
SCHEDULE C: CONDITION RANKING MATRIXSCHEDULE D: INVOICE SUMMARY TEMPLATE	
OUTLEBOLE D. HTV OTOL OUTVINIANT TEIVILEATE	

#### (TO BE RETURNED WITH PROPOSAL)

### ACKNOWLEDGEMENT OF RFP DOCUMENTS RECEIVED BY PROPONENT

Identification Sheet	Page 1
Acknowledgement of Proposal Documents received by Proponent	Page 3
Introduction	Page 4
Terms of Reference	Pages 6 - 8
Proposal Bid Sheets	Pages 11 -14
General Information	Pages 15 - 21
Evaluation of Proposal	Pages 22 - 24
CVRD Proposal Terms and Conditions	Pages 25 - 28
Schedule A – CVRD Scope of Work with Building Descriptions	Page 29 (Attached)
Schedule B – UNIFORMAT II Standard Classification for Building Elements	Page 30
Schedule C – Condition Index Matrix	Page 31
Schedule D – Invoice Summary	Page 32

#### **INCLUDING ALL ADDENDA ISSUED**

#### **SUBMISSION OF PROPOSAL:**

Your proposal must be made on this form and returned sealed in an enclosed envelope **NOT LATER THAN:** 

2:00:00 O'CLOCK P.M. LOCAL TIME

Monday May 1, 2017

Addressed to: Austin Tokarek, MBA, Asset Coordinator (Project Manager)

Cowichan Valley Regional District Engineering Services Department

175 Ingram Street, Duncan, BC V9L 1N8

Time will be determined in accordance with the time clock adjacent to the front counter of the Cowichan Valley Regional District, Engineering Services Department, 2<sup>nd</sup> Floor, 175 Ingram Street.

Each Proponent is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the Region. Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax will not be considered. The lowest fee rates or any proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

I/We, the undersigned, hereby acknowledge and confirm, on behalf of		
such documents and have provid	that I/We have received and have carefully read through alled for compliance with their provisions in its Proposal.	
SIGNATURE	PRINT NAME	
DOSITION IN EIDM	DATE	

#### INTRODUCTION

The Cowichan Valley Regional District (herein after referred to as the CVRD) invites qualified and experienced Proponents to respond to this Request for Proposals (RFP) for provision of **ES-20-17 CVRD Condition Assessments**.

The Proponent's proposal must be completed and submitted in the prescribed format. If requested, the Proponent must be prepared to meet with CVRD staff to review their proposal.

The intent of the attached Terms of Reference is to describe the desired minimum specifications for the work.

The CVRD intends to enter into an agreement with the Proponent whose proposal, in the sole judgment of the CVRD, most effectively meets the requirements of this RFP.

#### Competition Intended

The CVRD's intent in this RFP is to permit competition. It shall be the Proponent's responsibility to advise the Project Manager in writing if any language, requirement, specification or any combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP. Such notification must be received by the Project Manager **no later than one week prior to the closing date**.

The CVRD expects that all Proponents will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this contract.

PLEASE NOTE THAT PROPONENTS ARE ADVISED TO ATTEND AN OPTIONAL SITE MEETING WEDNESDAY APRIL 19, 2017 STARTING AT @ 1:00 P.M. PLEASE MEET IN THE KOKSILAH ROOM LOCATED AT THE ISLAND SAVINGS CENTRE (2687 JAMES STREET DUNCAN, BC). A TOUR OF REPRESENTITIVE SITES WILL FOLLOW:

TIME	SITE NAME	LOCATION
1:00 P.M.	Island Savings Centre	2687 James St, Duncan, BC V9L 2X5
2:15 P.M.	CVRD Head Office	175 Ingram St. Duncan, BC V9L1N8
3:00 P.M.	Sahtlam Fire Hall	4384 Cowichan Lake Road, Duncan, BC V9L 6J7
3:45 P.M.	Bright Angel Park	Robertson Rd.

# PLEASE INFORM THE CVRD OF YOUR INTENTION TO BID SENDING AN EMAIL BY APRIL 19, 2017 TO:

atokarek@cvrd.bc.ca

#### INCLUDE THE FOLLOWING INFORAMTION:

RFP NO: ES 020-17 COMPANY NAME: MAILING ADDRESS: EMAIL ADDRESS: TELEPHONE #:

#### TERMS OF REFERENCE

#### **Summary**

The CVRD is requesting proposals from qualified and experienced consultants to provide Building Condition Assessments for thirty-four (34) buildings/sites located throughout the Cowichan Valley. The data collected will be used as part of the CVRD's Asset Management Plan, and long term capital and strategic plans.

#### **Background**

The CVRD provides a broad range of services to its residents. The services provided can be regional, sub-regional or local, they include fire protection, parks and trails, community centres and recreation centres. A number of buildings have been selected for condition assessments as part of the CVRD's ongoing asset management planning process. The building types include recreation centres, community centres, community halls, fire halls, an office building and various parks and trails buildings/sites.

#### **Objectives**

Objectives of this assessment are to:

- 1. Determine the existing physical condition and remaining life of building assets and associated key elements.
- 2. Identify, prioritize, budget and schedule maintenance work that is required in order to meet operational requirements and applicable code compliance.

#### Scope of Work

#### Project Area

The buildings identified for condition assessments are spread throughout the Cowichan Valley. Full Details of all in scope buildings and their locations can be found in Schedule A.

#### Assessment Requirements

- a) Complete a building condition assessment report with findings of each building element, including a general summary of the building as a whole adhering to the ASTM Designation E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process or equivalent standard.
- b) Building elements for inspection and documentation shall align with the ASTM standard, Building Elements UNIFORMAT II (Schedule B).
- c) Establish list of deficiencies, recommendations for repair, and remaining service lifespan for building elements by means of a visual, non-destructive visual inspection.
- d) Conduct interviews with CVRD staff.
- e) All building elements shall be assigned a condition rating based on a simple 1-5 ranking system where 1 is 'very poor,' and 5 is 'excellent' (Schedule C).

f)

#### Scope

The Scope of the assignment shall include, but is not limited to the following:

- a) Identify deficiencies with respect to applicable Codes, Standards, and Manufacturer's recommendations;
- b) Assessment to include all applicable building elements as per the ASTM standard, Building Elements UNIFORMAT II (excluding *D10 Conveying*, and *E Equipment & Furnishings*)
- c) *Minimum Requirements* for data collection on each building element include:
  - i. Brief written description of element and deficiencies;

- ii. Photo of any deficiencies;
- iii. Condition rating (1-5);
- iv. Estimated date of original construction;
- v. Estimated dates of major renewals;
- vi. Estimated useful remaining life; and
- vii. Relevant code violations.
- d) Additional Requirements for data analysis, of which an optional price is requested:
  - i. Quantity definition and unit of measurement, as per UNIFORMAT II Classification;
  - ii. Recommendations to repair or replace; and
  - iii. Replacement cost per quantity unit and total cost per building element.
- e) *Optional pricing* is requested for the following (See Schedule A for full details):
  - i. All buildings (Additional Requirements)
  - ii. Site # 1 CVRD Head Office, Site #3 Island Savings Centre, and Site #7 Cowichan Lake Sports Arena (D10 Conveying Systems)
  - iii. Site #16 Mesachie Lake Fire Hall (Minimum and Additional Requirements); and
  - iv. All siteworks (Minimum and Additional Requirements).
- f) The CVRD is open to concepts and innovations that will improve the quality of the delivered products.

#### Participants & Key Stakeholders

The project will be conducted under the direction of the Project Manager, Austin Tokarek. Involvement of other CVRD Departments as stakeholders throughout this project is critical to its success.

#### **Deliverables**

All reports and electronic submissions must be compatible with AutoCAD 2010/LT 2010 compatible DWG, Microsoft Office 2010, or Adobe CS6 and Creative Cloud compatible files, and ESRI ArcGIS for Desktop 10.x compatible.

Key Deliverables will include:

- 1. Two hard copies and one electronic copy of the building condition assessment report.
- 2. One electronic excel file that includes a comprehensive list of all building elements and required data as per project scope.
- 3. One comprehensive presentation, including a visual summary (Microsoft Power Point) detailing the findings and recommendation of the building condition assessment.

#### **Resources Provided**

The Following resources are included in the RFP:

Schedule A – CVRD Scope of Work with Building Details	Page 28
Schedule B – UNIFORMAT II Standard Classification for Building Elements	Page 29
Schedule C – Condition Index Matrix	Page 30
Schedule D – Invoice Summary	Page 31

A map showing locations of Parks and Trails sites can be found at the following link:

https://www.cvrd.bc.ca/DocumentCenter/View/79845

Additional resources provided include:

- 1. Drawings and/or floor plans (if available); and
- 2. Insurance valuation reports

These resources can be accessed from the following link\*:

https://ln.sync.com/dl/bf51ed240/u39y5try-8ivwe99q-k7492myx-gt47tzdb

\*Note: if problem occurs with Hyperlink, copy and paste directly into browser.

While the CVRD has put considerable efforts in ensuring the resources provided are accurate, the information is provided sole as a guideline for proponents. The information is not guaranteed to be accurate and all conclusions and opinions formed with regard to any of these matters of information are of the proponents.

#### Staff Resources

The Project Manager for the CVRD, Austin Tokarek, will act as a single point of contact for all consultant inquiry and reporting. A Steering Committee (SC) will be established for this project. The SC will provide input support and review for the consultant deliverables. The SC is comprised of senior management and will provide final review and sign off of all work products. The internal stakeholders that will form the Steering Committee include:

- 1. Hamid Hatami, General Manager Engineering Services Department
- 2. Brian Farquhar, Manager, Parks and Trails Division Land Use Services Department
- 3. Jim Wakeham, Manager, Facilities & Transit Community Services Department
- 4. Conrad Cowan, Manager, Public Safety Community Services Department

#### **Project Milestones**

Please note that the CVRD reserves the right to modify specific target dates at its discretion.

**Estimated Project Milestones:** 

Meeting	Target Date
Project kick-off	Week of May 8, 2017
On Site Investigations	TBD with CVRD staff coordination
DRAFT report delivered	July 31, 2017
FINAL report delivered	August 14, 2017

#### **Fees**

Proponent shall provide a Total all-inclusive upset cost (including all taxes except GST) to complete the assessment. The Proposal will be scored based on the Total all-inclusive cost.

Fees must be billed by deliverables. Payments will be made on the basis of the Detailed Work Schedule with Fees provided as part of this proposal and an agreed task breakdown. The Detailed Work Schedule with Fees will be used by the CVRD staff to monitor the progress and invoicing. An Invoice Summary (Schedule D) must be submitted with each invoice.

### **Proposal Submission Requirements**

All information is to be submitted with a covering letter on corporate letterhead, duly signed and sealed by an authorized official, and enclosed in a sealed envelope. This letter should include the following information:

Proposals must be clearly marked with Proposal Title, Reference Number (ES-020-17), and Proponent's name and contact information on the front cover.

To facilitate the equitable evaluation of all submitted proposals, Proponents should not exceed eight (8) double-sided 8.5"x11" sheets, excluding covering letter, resumes and appendixes, one (1) folded 11"x17"

sheet for the Detailed Work Schedule **without** Fees and one (1) folded 11"x17" sheet for the Detailed Work Schedule **with** Fees included only in the pricing envelope. The body of the proposal shall adhere to the following outline:

- 1. Company Profile
- 2. Project Experience
- 3. Methodology and Work Plan Description
- 4. Project Team Organization and Qualifications
- 5. Staff Allocation and Detailed Work Schedule without Fees
- **6.** Cost and Schedule Control
- **7.** Design and Clarity of Proposal
- **8.** Price (in separate sealed envelope)
- **9.** Detailed Work Schedule **with** Fees (in separate sealed envelope)

Please respond to each of the following points below, these comprise the basis for evaluation:

#### 1. Company Profile

Provide a brief introduction to the principle firm and any sub-consultants, indicating suitability for the project, qualifications and any relevant specialized services. Preference will be given to:

Experience with conducting building condition assessments.

#### 2. Project Experience

Provide a minimum of three (3) brief profiles of significant similar projects completed within the past five years, with project description, project costs at award and final costs of projects. Preference will be given to:

• Experience working with municipalities/regional districts.

#### 3. Methodology and Work Plan Description

Provide a general description of the research and design approach for this project, and detailed description of strategies and approach to the Scope of Work. Provide an outline of proposed activities to ensure proper decision-making and communications with the CVRD. Preference will be given to:

- A demonstrated understanding of the objectives, context, issues, deliverables and methodologies for developing the CVRD Condition Assessments; and
- Attendance to all aspects of the Scope of Work.

#### 4. Project Team Organization and Qualifications

Provide an outline of the respective roles and responsibilities of project team members on this project, including a brief summary of relevant expertise. For each team member, indicate a level of commitment as percentage of total work plan hours. Include a resume or one-page summary of qualifications and experience for all team members listed on the Detailed Work Schedule, including all sub-consultants. Personnel substitution will not be accepted without prior written approval by the CVRD. Preference will be given to:

- Expertise and experience of the primary project staff, defined as the project manager and person(s) with greatest number of hours assigned to complete the work; and
- Expertise, experience of senior project staff and level of support to the project, defined as the number of hours assigned to supervise the work.

#### 5. Staff Allocation and Detailed Work Schedule without Fees

Provide a Detailed Work Schedule **without** Fees (11x17 sheet) detailing the Proponent's approach to the activities described in the Scope of Work and Project Schedule and allocation of staff hours. Incorporate any refinements to the stated requirements, which you believe, are appropriate. Identify any staff time or information requirements from the CVRD, which have not been addressed in these Terms of Reference.

The Detailed Work Schedule **without** Fees should be broken down into weekly increments and show the start and finish dates for the various tasks identified in the Work Schedule (prepared in accordance with the Terms of Reference, Scope of Work) including the dates of all proposed meetings. Also, indicate requirements for client-supplied information/decisions that are required to maintain the proposed schedule.

#### 6. Cost and Schedule Control

Provide an outline of the approach to cost and time control, demonstrating the Proponent's knowledge, interest and capacity to deliver the project within the fixed budget and deadline, including a statement of availability for project team members. Preference will be given to proposals that include strategies to adapt resources to flexible timelines within a firm budget.

#### 7. Design and Clarity of Proposal

Submitted proposals should reflect the Proponent's understanding of the objectives, context, issues, deliverables and methodologies for the CVRD Condition Assessments. Proposals should demonstrate extensive knowledge of condition assessments, and the capability to write clear, concise, and comprehensive reports suitable to direct further design. Preference will be given to proposals that:

- Are free of spelling or grammatical errors;
- Minimize formatting inconsistencies;
- Exhibit a high degree of graphic design and layout skill;
- Are legible, accessible, and provide a clear visual hierarchy; and
- Demonstrate clear, succinct writing.

#### 8. Price

Proponents shall provide a **Proposal Bid Sheet** with one total all-inclusive price, including fees, travel, disbursements and expenses, and taxes (except GST), all in accordance with this document.

#### 9. Detailed Work Schedule with Fees

The Detailed Work Schedule (11 x 17) with Fees shall be submitted with the proposal outlining the hours of each team member allocated to each task shall be included with fees and subtotal of hours for each task detailed.

The Proponent's invoices must be accompanied by the Invoice Summary Sheet (Schedule D) with task pricing based on the Detail Work Schedule with Fees provided.

The PROPOSAL BID SHEETS and DETAILED WORK SCHEDULE WITH FEES shall be submitted in a separate sealed envelope.

#### RFP ES-020-17 CVRD Condition Assessments

Each pricing envelope should have only the following information clearly identified on the front panel.		
NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)		
ADDRESS		
CITY, TOWN OR VILLAGE	POSTAL CODE	
TELEPHONE NO.		
E-MAIL ADDRESS		

(TO BE RETURNED WITH PROPOSAL)

#### PROPOSAL BID SHEET

To provide Services for **ES-020-17 CVRD Condition Assessments** for a total all-inclusive price, including disbursements and expenses, and all taxes (excluding GST) all in accordance with this document.

ALL INCLUSIVE PRICE TO PROVIDE MINIMUM REQUIREMENTS AS IDENTIFIED IN SCOPE OF WORK IN THIS DOCUMENT	\$
+ 5% (GST)	\$
TOTAL PROPOSAL PRICE including GST for CVRD Condition Assessments	\$

# The Proposal BID SHEETS and THE DETAILED WORK SCHEDULE With FEES shall be submitted in a separate sealed envelope enclosed in the sealed Official Proposal envelope.

A Detailed Work Schedule **with** Fees shall be provided on one 11x17 sheet in the same format as the Detailed Work Schedule **without** Fees, detailing the Proponent's approach to the activities described in the Scope of Work and Project Schedule. Additional details to be provided in the Detailed Work Schedule **with** Fees will include an estimate of the number of hours that each team member will be allotted to each task and provide a subtotal of hours for each task. The Invoice Summary will add hourly rates and subtotals for all listed tasks to the information provided in the Detailed Work Schedule.

Proponents shall provide a total, all-inclusive, price to complete this engagement, including fees, disbursements, expenses, and applicable taxes (excluding GST). There are to be no additional costs.

The CVRD reserves the right to cancel the award without penalty, at the sole discretion of the CVRD.

All prices to be in Canadian funds.

The lowest or any Proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)

(TO BE RETURNED WITH PROPOSAL\*)

#### Price Breakdown and Optional Pricing

Please include breakdown of the total all inclusive price (excluding GST) for condition assessment of minimum requirements for building elements at each CVRD building/site and optional pricing for additional requirements and siteworks as per Schedule A.

\*Fill out the price breakdown and optional pricing information in the Schedule A excel file (link below) and submit a printed paper copy that includes the name of firm in your sealed pricing envelope. Note: blue cells are for the minimum requirements and the pink cells are for optional pricing.

An excel file of Schedule A with pricing breakdown can be downloaded from the following site\*\*:

https://ln.sync.com/dl/450a8cea0/mhbn98ee-h94566ja-jgkmwwzm-6b92p89d

\*\*Note: if problem occurs with hyperlink, copy and paste directly into browser.

(TO BE RETURNED WITH PROPOSAL)

#### **Hourly Rates**

Proponents shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the Scope of Work. Where the Consultant receives written instructions from the CVRD to provide services that are clearly in addition to the services described in the RFP; the services will be provided at the hourly rates quoted below, or as otherwise negotiated with the CVRD. Additional services may not commence without the CVRD's written approval, and the CVRD must approve any claim for such additional service in writing.

Hourly Staff Charge-out Rates (8 hours per day)

STAFF	HOURLY RATE (excluding GST)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Hourly rates shall be effective for the duration of the project. All administrative costs, disbursements and normal expenses are to be carried in the hourly rates provided. **No additional fees will be considered without express written permission of the Project Manager of the CVRD.** 

#### (TO BE RETURNED WITH PROPOSAL)

# **List of Sub-Consultants**

The Proponent submits the following list of sub-contractors whom he proposes to use. Any additions or changes to this list will not be permitted without prior approval by the CVRD.

SUB-CONTRACTOR	ADDRESS	TRADE / FUNCTION

#### GENERAL INFORMATION

#### 1. Proposal Submission

Two (2) copies of the Proposal (plus one original copy) must be submitted and SEALED, to the CVRD's office, 2<sup>nd</sup> Floor, 175 Ingram Street, Duncan, British Columbia, V9L 1N8, NOT LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME **May 1, 2017** all in accordance with the attached Proposal Document. All information is to be submitted on corporate letterhead, duly signed and sealed by an authorized official.

# One (1) original copy of the Proposal BID SHEETS and DETAILED WORK SCHEDULE WITH FEES shall be submitted in a separate sealed envelope enclosed WITHIN the sealed Official Proposal.

Proponents must clearly mark the original submission.

RFP documents received after the specified closing time will not be considered and will be returned unopened to the sender.

As this RFP is for proposals rather than specific tendered items, the opening will not be public.

#### 2. Delivery of Proposals

Time will be determined in accordance with the time clock adjacent to the front counter of Engineering Department, 2<sup>nd</sup> Floor, 175 Ingram Street.

Each Proponent is responsible for the actual delivery of its Response to the address and location listed above and Responses will not be considered unless actually received at that location prior to the Closing Time on the Closing Date regardless of whether the Responses have been given to couriers, delivery services, Canada Post or employees or agents of the CVRD.

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax or email will not be considered.

#### 3. Clarification

Any Proponent who has questions with regard to the Proposal should contact the Project Manager:

Austin Tokarek, Asset Coordinator – Engineering Services Department

Phone: 250-746-2504

E-mail: atokarek@cvrd.bc.ca

Alternate Contact:

Hamid Hatami, General Manager – Engineering Services Department

Phone: 250-746-2538

E-Mail: hhatami@cvrd.bc.ca

No information given verbally by the CVRD or by means of telephone will be binding nor will it be construed as to change the requirements of this Proposal in any way. Proponents are cautioned to secure clarification on the Proposal information PRIOR to submitting a Proposal.

During the competitive bid process, bidders are cautioned not to contact the employees of the CVRD concerning this bid request. The only contact should be with the persons named in the bid request.

Any Proponent found to be in communication with other than the persons named in the bid document may result in the CVRD disqualifying the Proponent's bid or any future bids from consideration.

#### 4. Questions & Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all firms. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided however, all questions must be received no later than one week prior to the closing date (April 24, 2017).

#### 5. Award

The award of this Proposal will be based upon the most qualified Proponents that can provide the service required at a reasonable cost while having the greatest overall benefit to the CVRD. Price shall be considered, but need not to be the sole determining factor.

There is no obligation on the part of the CVRD to purchase more or less than the amount listed. The CVRD reserves the exclusive right to purchase more or less than the amount listed, depending upon actual requirement during the term of the Agreement.

After acceptance by the CVRD, a written acceptance will be issued to the successful Bidder. The CVRD will issue a Purchase Order with the successful Proponent.

#### 6. Proposal Format

Please follow the structure of this document in your Proposal (i.e., use the same part, section, structure and identification). The CVRD discourages overly lengthy and costly Proposals, however, in order for the CVRD to evaluate Proposals fairly and completely, Proponents should follow the format set out herein and provide all of the information requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their Proposal. All information is to be submitted on corporate letterhead, duly signed by an authorized official, in a sealed envelope.

Bound Proposals shall be submitted on double sided paper. Color brochures are acceptable. Proponent must clearly mark their original submission.

#### 7. Schedule

The CVRD reserves the right to revise the dates in this Proposal or to cancel this Proposal without penalty or cost to the CVRD.

Event	Date
Release of RFP	April 5, 2017
Site Meeting	April 19, 2017 @1:00 P.M. Local Time
Confirm Intent To Bid	April 19, 2017
End of Question Period	April 24, 2017
RFP Closing	May 1, 2017 Not Later Than 2:00 P.M. Local Time
Award Contract	May 5, 2017
DRAFT Report Available for Review	July 31, 2017
Estimated Completion Date	August 14, 2017

#### 8. Pricing

All Proposals will be irrevocable after the date and time of opening and will remain open to acceptance for a period of one hundred and twenty (120) days. All prices will be quoted in Canadian dollars.

The lowest or any Proposal will not necessarily be accepted and the CVRD reserves the right to accept any portion thereof.

Each Proponent will be fully responsible for the validity and accuracy of all costs and rates identified in its response to the RFP.

Quoted prices/rates shall remain firm for the duration of the contract period.

#### 9. Acceptance Period

All Proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of one hundred and twenty (120) days.

#### 10. Proponent Contact

Please name one representative for all communication concerning the Request of Proposal process.

#### 11. Supplemental Information

Subsequent to the formal closing of the Proposal, the CVRD may request additional information about the Proponent's Proposal by email, inquiry to the Proponent's contact. The Proponent will provide a signed written response. The CVRD may require interviews to clarify a Proponent response.

#### 12. Proponent Incurred Costs

All costs incurred in the preparation and presentation of the RFP shall be wholly absorbed by the Proponent. All supporting documentation, details and manuals submitted with the Proposals shall become the property of the CVRD. Proponents are advised that the information provided in this Proposal shall be at their own expense for all costs related to the submission of the RFP.

#### 13. Third Party Proponent

Proponents must disclose the use of any third party Proponent.

#### 14. Freedom of Information

All information obtained by the Proponent in connection with this Proposal is the property of the CVRD and shall be treated as confidential and not used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract. Proponents may declare confidentiality of their Proposal; however, the CVRD is required to adhere to the requirements of the Freedom of Information and Protection of Privacy Act, as amended.

#### 15. WorkSafeBC's

The successful Proponent will be required to show proof of WorkSafeBC's coverage confirming that the Proponent is active, in good standing, and has met WorkSafeBC's criteria for advance clearance.

#### 16. Insurance Requirements

The successful Proponent shall at all times during the currency of the TERM of this AGREEMENT and any extension or renewal thereof, at its own expense, obtain and provide the CVRD with evidence of:

a) Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than One Million (\$1,000,000.00) per occurrence. Such policy shall name The CVRD as an additional insured with respect to the liability

arising out of the operations of the named insured.

The CVRD reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this AGREEMENT as the CVRD may reasonably require from time to time.

#### Indemnification

The Proponent will be required to agree to the following respecting liability and indemnity:

The Proponent agrees that the Cowichan Valley Regional District (referred hereinafter as the CVRD) shall not be liable for any injury or damage (including death) to any employees, officer or agent of the Proponent, unless the injury loss or damage is caused by the negligence of an officer or employee of the CVRD while acting within the scope of his/her employment.

The Proponent agrees that it shall, at all times, indemnify and save harmless the CVRD, and each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the CVRD in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Proponent or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Proponent under this contractual agreement.

**b) Professional Liability Insurance** with a minimum per claim limit of not less than One Million (\$1,000,000.00), and a minimum annual aggregate of not less than Two Million (\$2,000,000.00).

#### 17. Proposal Evaluation

- Following the close of the Proposal call, all Proposals will be evaluated;
- The CVRD, at its sole discretion may negotiate any aspect of any Proposal with one or more of the Proponents at any time;
- Negotiations with any Proponent shall not oblige the CVRD to enter into a contract with any Proponent or be construed as an acceptance of the Proposal;
- All negotiations shall be in writing, in a form satisfactory for inclusion into the contract;
- In addition to reviewing the written Proposals, the evaluation process may include a formal interview
  with one or more of the Proponents involved in the Proposal to allow the CVRD team to verify the
  capability and resources of the Proponent;
- All costs associated with the preparation of the Proposal will be the responsibility of the Proponent and will not be recoverable from the CVRD; and
- All proposals shall become the property of the CVRD.

#### 18. Selection Criteria

The CVRD may select a Proposal, which can satisfy the requirements of the Proposal in a practical manner with assured project management and control. The selection will be based on but not limited to the following criteria, and not necessarily in the order shown below:

- The Proponent's understanding of the CVRD's requirements for services;
- The Proponent's demonstrated ability to carry out the work including qualifications & affiliations, and ability to meet the noted completion date;
- The Proponent's relevant and successful experience in carrying out similar projects; and
- History of the firm or firms involved in the project (names and experience of key individuals involved is required with submission).

The Proposals will be reviewed and rated based on the completeness of the Proposal as per the Evaluation Scoring Sheet (Page 23).

#### 19. Errors and Omissions

It shall be understood and acknowledged that while this Proposal includes basic specifications, minor items or details not herein specified, but obviously required, shall be provided as if specified in conformance with modern practices and workmanship. Any omissions or errors or misinterpretation of these requirements and specifications or within the proposal bid shall not relieve the Proponent of the responsibility of providing the goods as aforesaid.

#### 20. Non Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of their Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without collusion or fraud. If the CVRD discovers there has been a breach of this requirement at any time, the CVRD reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

#### 21. Termination

**Termination for Convenience**: The CVRD may terminate a contract, in whole or in part, whenever the CVRD determines that such termination is in the best interest of the CVRD without showing cause, upon giving written notice to the Proponent. The CVRD shall pay all reasonable costs incurred by the Proponent up to the date of termination. However, in no event shall the Proponent be paid an amount, which exceeds the price bid for the work performed. The Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**Termination for Default:** When the Proponent has not performed or has unsatisfactorily performed the contract, the CVRD may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the CVRD. Failure on the part of a Proponent to fulfill contractual obligations shall be considered just cause for termination of the contract. The Proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the CVRD in re-procuring and completing the work

#### 22. Conflict of Interest

All Proponents shall disclose to the CVRD any potential conflict of interest. If such conflict of interest does exist, the CVRD may, at its discretion, withhold the award. If during the Proposal evaluation process or the negotiation of the contract, the Consultant is retained by another client giving rise to a potential conflict of interest, then the Consultant will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

#### 23. Intent of Award

The CVRD reserves the right to make an award based on the following considerations:

- a) Is the intention of the Proponent clear from the Proposal documents?
- b) Has the Proponent made a conscientious attempt to comply with the requirements?
- c) Are the best interests of the CVRD being served?

#### 24. Litigation

The CVRD reserves the right to reject any bids received from a company, that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the CVRD, or who has given notice to the CVRD of its intent to commence litigation or other legal proceedings against the CVRD.

#### 25. Sub-Consulting

The successful Proponent shall not assign the agreement or retain subcontracting without the prior written consent of the CVRD. No assignment or subcontract shall relieve the successful Proponent from the obligation set out in this document or impose any liability on the CVRD.

In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications.

All known Sub-Consultants must be listed in the Proposal submission. Sub-Consultants not listed in the Proposal submission must be approved by the CVRD or his authorized designate prior to any commencement of work.

#### 26. Consultant's Responsibility

The Consultant shall carefully examine all Proposal documents for this contract, to determine the extent of work. By submitting a Proposal the Consultant acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The CVRD will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that by submitting a Proposal by the Consultant serves as his stated commitment to fulfill all of the conditions referred to in this Proposal.

### 27. Automatic Payment

The CVRD prefers to pay by Electronic Fund Transfer (EFT). The Successful Proponent shall be requested to complete the Accounts Payable direct Deposit Set-Up form; if the Proponent wishes to have their payments sent as automatic deposit. Please submit the Direct Deposit Authorization for EFT form with your first invoice. The form can be found at the following link:

#### http://www.cvrd.bc.ca/DocumentCenter/View/77070

The Successful Proponent will send all invoices and statements sent to <a href="mailto:ap@cvrd.bc.ca">ap@cvrd.bc.ca</a> and carbon copying (cc) the CVRD contact identified in this proposal; if the Proponents system does not create statements, he/she can send an email to the above address asking to have the CVRD look into any invoices over 30 days.

The Proponent shall provide GST Number on initial invoice for CVRD accounts payable record.

#### 28. Award of Contract

Notice of acceptance of the Bid and award of the Project will be given to the successful Proponent by the CVRD by written Notice of Award and an accompanying Purchase Order. The details outlined in the RFP and any Addenda will form the basis for the agreement.

The Bidder to whom this contract is awarded will be required to provide within ten (10) days from the Notice of Award mailing date by the CVRD the following items:

- 1. CVRD Certificate of Insurance
- 2. WorkSafeBC Clearance Certificate

#### 29. Addenda

During the bidding period Proponents may be advised by addenda of required additions to, deletions from, or alterations to the requirements of the Bid Documents. Addenda shall become part of the Bid Documents. Proponents shall include the cost implications of all addenda in the Base Bid.

#### RFP ES-020-17 CVRD Condition Assessments

The requirements of all addenda issued during the bidding period shall be included in the Bid.

The onus is on the Proponent to ensure they have received all addenda issued.

#### **EVALUATION OF PROPOSAL**

At the close of the Proposal call, all Proposals will be evaluated by the Steering Committee. Selection of the successful Proponent will be based on the Proponent providing the greatest overall benefit to the CVRD and will include the Proponent's compliance in meeting the requirements.

The CVRD, at its sole discretion may negotiate any aspect of any Proposal with one or more of the Proponents at any time. Negotiations with any Proponent shall not oblige the CVRD to enter into a contract with any Proponent(s) or be construed as an acceptance of the Proposal. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All Proposals shall become the property of the CVRD. All costs associated with the preparation of the Proposal will be the responsibility of the Proponent and will not be recoverable from the CVRD.

Proposals received on time will be reviewed. Proponents may be contacted to explain or clarify their Proposals however they will not be permitted to alter information as submitted. A Proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) will be reviewed.

Short-listed Proponents may be requested to attend a meeting, clarify points, and show samples of previous successes. Scores will then be adjusted accordingly and the first ranked Proponent determined.

References, credit checks, or any other type of information that will aid the CVRD in its selection may be obtained. The CVRD reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

The CVRD reserves the right to reject Proposals in accordance with the criteria/method outlined in the RFP in its sole and absolute discretion. The CVRD reserves the right to select and retain the Proponent it deems most appropriate for the work at its sole and absolute discretion.

#### **Step One Evaluation – Written Proposals**

During Step One of the evaluation process, the Steering Committee will independently read, review and evaluate each Proposal on the basis of the technical evaluation criteria and as depicted on the Proposal Evaluation scoring sheet contained herein. In submitting a Proposal, each Proponent agrees to be bound by the evaluation of the Steering Committee. Scores shall be from 0 to 10 points in each of the technical evaluation criteria listed. The criteria point score shall be multiplied by the weight factor to obtain a criteria score. Criteria scores shall be totaled for the Proponent's total score. The Steering Committee will then come together to form a consensus evaluation score for each Proponent and a composite rating is developed which indicates the collective technical ranking of the highest rated technical Proposals in a descending order.

Proponents must achieve a minimum score of seventy percent (70%) in Step One evaluation of the technical proposal.

#### **Step Two Evaluation – Cost Proposal**

Once Proponents have successfully passed Step One of the evaluation process, the sealed pricing envelope submitted by those successful Proponents will be opened and evaluated for price by calculating the Price per Point. Price per Point shall be calculated as follows: Total Price (as calculated on the Cost Proposal) divided by the Total Awarded Score.

The sealed pricing envelopes submitted by the Proponents that did not pass Step One will be returned unopened.

The top ranked Proponent which the CVRD, in its sole discretion, deems to be best suited for this contract shall be notified and will conduct all subsequent negotiations and will make a recommendation for the contract award.

### 1. Evaluation Scoring Sheet

Proponent:	

Criterion	Potential Points (circle one)	Weight Factor	Independent Review Points x Weight = Score
1. Company Profile	012345	15	
Comments:	•		<u> </u>
2. Project Experience	01 2 3 4 5 6 7 8 9 10	15	
Comments:		1	1
3. Methodology and Work Plan Description	012345 678910	20	
Comments:	·		
4. Project Team Organization and Qualifications	012345	20	
Comments:			
5. Detailed Work Schedule and Staff Allocation	012345	10	
Comments:			
6. Cost and Schedule Controls	0 1 2 3 4 5 6 7 8 9 10	15	
Comments:			
7. Design and Clarity of Proposal	012345	5	
Comments:			
Total Score		100	
Total Proposal Cost (excluding GST)			\$
Cost Per Point Value (Proposal Cost divided by Total Score)			

**Instructions to Evaluator:** Complete a separate evaluation form for each Proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel. The point values entered above reflect my best independent judgement of the merits of the identified Proponent's Proposal.

Committee Member (please print):	Dept.:	
Signature:	Date:	

# 2. Proposal Evaluation Table

RATING 10	Excellent	<b>DESCRIPTION</b> Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the CVRD's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the CVRD's needs.
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion.  May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Poor to Very Poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1		Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

#### **CVRD PROPOSAL TERMS & CONDITIONS**

#### 1. Scope:

These Terms and Conditions form a part of each Proposal, and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

Any contracts issued by the Cowichan Valley Regional District (CVRD) further to this RFP will bind the Proponent to the Terms and Conditions herein set forth, except as specifically qualified in the Special Provisions issued in connection with any individual proposal and except as negotiated between the CVRD and the Proponent.

#### 2. Definitions:

As used herein as well as in all specifications, RFPs, proposals, awards, contracts, etc., issued by the CVRD, the following definitions shall apply, unless otherwise indicated.

**CVRD**: The Cowichan Valley Regional District.

**AGENCY**: Any CVRD Department.

**PROPONENT**: Any Individual, Firm, Company, or Corporation submitting a bid on a RFPs issued by

the CVRD.

**REQUEST FOR** 

**PROPOSAL**: The documents comprising an invitation to submit Proposals to furnish commodities

or services for the CVRD.

**PROPOSAL**: The offer of a Proponent to furnish commodities or services in response to a RFP.

**CONTRACT:** The acceptance by the CVRD of a contract further to a Proposal by a Proponent to

furnish commodities or services.

**CONTRACTOR:** Any Individual, Firm, Company or Corporation to whom a contract is awarded against

a bid submitted.

#### 3. Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

#### 1. Proposal Form

- a. The correct Proposal form, as supplied by the CVRD must be used and returned in a sealed envelope, addressed to the Project Manager, 175 Ingram Street, Duncan, British Columbia V9L 1N8, on or before the specified Proposal Closing Date and Time. <u>PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE CONSIDERED</u>. <u>THIS APPLIES TO PROPOSALS SENT BY MAIL OR DELIVERED IN PERSON</u>. <u>PROPOSALS RECEIVED BY FACSIMILE (FAX) OR EMAIL WILL NOT BE CONSIDERED</u>.
- b. All Proposals must be legibly written in ink and <u>ALL REQUIRED ITEMS MUST BE COMPLETED</u>, unless otherwise specified, with the unit price for every item and other entries clearly shown.
- c. The Proposal must not be restricted by a statement added to the Proposal form or a covering letter or alterations to the Proposal form provided by the CVRD (unless otherwise specified).

- d. Adjustments by telephone, facsimile (FAX), email or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.
- e. The Proponent declares that the Proposal is NOT made in connection with any other Proponent submitting a bid for the same work and is in all respects fair and without collusion or fraud.
- f. The Proposal form(s) must be signed in the space(s) provided on the form, with the signature of the Proponent or of a responsible official of the organization submitting a Proposal. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he shall sign separately on behalf of each Proponent. In the case of an incorporated Company, the corporate seal must be affixed to the Proposal forms.
- g. Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization submitting the Proposal.
- h. All information required in the Proposal forms in connection with each item against which a Proposal is submitted must be given to constitute a valid Proposal.

#### 2. Insurance Requirements

The Contractor covenants and agrees to carry such insurance as may be required by the CVRD, and to furnish satisfactory proof thereof when required by the CVRD within ten (10) days from the date of request.

#### 3. Goods and Services Tax (GST)

The CVRD is required to pay the Goods and Services Tax on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in total all-inclusive price.

#### 4. Omissions and Discrepancies

Should a Proponent find discrepancies prior to the closing date or omissions from the documents, or should he be in doubt as to their meaning, he should notify the Project Manager as soon as possible, who may send a written instruction or an addendum to all Proponents.

#### 5. Withdrawal of Proposal Prior to Opening

A Proponent who has submitted a Proposal on a RFP may request that it's Proposal be withdrawn (adjustments or corrections to Proposal submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this Proposal. Withdrawal requests may be directed to the official receiving the bids, by letter, email, or in person. Telephone requests will not be considered.

Withdrawal requests received after the closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

**NOTE:** The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same RFP prior to the specified Proposal closing time.

#### 6. Proposal Opening

All Proposals will not be opened publicly. After opening, all Proposals will be checked by CVRD Steering Committee for arithmetic errors, correct deposits, if required, and any other irregularities. If arithmetic errors are found in a unit price Proposal, the unit prices proposed shall govern and the extensions(s) and additions(s) shall be corrected accordingly. The lowest or any proposal need not necessarily be accepted.

#### 7. Unbalanced Proposal

Each item in the Proposal sheet shall be reasonably priced for such item. Proposals that contain prices which appear to be unbalanced as to affect adversely the interest of the CVRD may be rejected.

#### 8. Substitutes and Alternates

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict Proponents to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the commodity desired, but the commodity on which Proposals are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a Proposal on a commodity other than as specified, the Proponent must furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to Proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the CVRD. If the Proponent does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Proponent proposes to furnish the exact commodity as described in the RFP.

#### 9. Award

- a. The CVRD reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the RFP, and to award contracts to one or more Proponents; to reject any and all Proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the CVRD will be served.
- b. The CVRD reserves the right to make awards within sixty (60) days from the date Proposals are opened, unless otherwise specified in the RFPs, during which period the Proposal shall not be withdrawn unless the Proponent distinctly states in his Proposal that acceptance thereof must be made in a shorter specified time.
- c. A Proponent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the RFPs.

#### 10. Contract

- a. Each Proposal will be received with the understanding that the acceptance in writing by the CVRD of the offer to furnish all or any part of the services described therein shall constitute a contract between the Proponent and the CVRD, which shall bind the Proponent on his part to furnish and deliver the services at the prices given and in accordance with conditions of the accepted Proposal and the RFP Terms and Conditions.
- b. No alterations or variations of the terms of the contract shall be valid or binding upon the CVRD unless authorized in writing.
- c. It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm Company or corporation without the previous written consent of the CVRD.
- d. The placing in the mail to the address given in his Proposal or delivery of a notice of award to a Proponent will constitute notice of acceptance of a Proposal. When so requested by the CVRD the Contractor shall execute a formal contract with the CVRD for the complete performance specified therein.
- e. The contract may be cancelled by the CVRD upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance security within the (10) days from date of request.

- f. Failure of the Contractor to deliver within the time specified or within reasonable time as interpreted by the CVRD, or failure to make replacements of rejected services when so requested, will constitute authority for the CVRD to purchase in the open market to replace the commodities rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse the CVRD for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the CVRD reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the CVRD.
- g. When commodities are rejected, same must be removed by the Contractor from the premises of the CVRD within forty eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery, in which case the CVRD may take such action as it deems necessary. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the CVRD shall have the right to dispose of them as its own property.
- h. The CVRD reserves the right to remove from the list of Proponents, for an indeterminate period, the name of any Proponent or Contractor for unsatisfactory performance of contract.

#### 11. Contract Guarantee

Contractor hereby covenants and agrees:

- a. To perform the contract in accordance with the specifications under which the contract is awarded.
- b. To save the CVRD, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee or licensee.
- c. To guarantee his work against defective materials or workmanship and to replace any damage or marring occasioned in transit. The guarantee must be in writing with the Proposal, stating period of quarantee.
- d. To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other Contractors.
- e. To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the Corporation.

#### 12. Payment

- a. All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the CVRD's authorized designate.
- b. All charges against the Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the CVRD, on demand, the amount of such charges.

# SCHEDULE A: CVRD SCOPE OF WORK WITH BUILDING DESCRIPTIONS

Schedule A is attached as a separate .pdf document.

# SCHEDULE B: ASTM - Standard Classification for Building Elements and Related Siteworks - UNIFORMAT II

Major Element	Group Element	Individual Element
A- Structure	A10- Foundations	A1010- Standard Foundation
B- Shell	A20- Basement Construction	A1020- Special Foundation
C- Interiors	B10- Superstructure	A1030- Slab on Grade
D- Services	B20- Exterior Enclosure	A2010- Basement Excavation
E- Equipment & Furnishings	B30- Roofing	A2020-Basement Walls
F- Special Construction & Demolition	C10- Interior Construction	B1010- Floor Construction
•	C20- Stairs	B1020- Roof Construction
	C30- Interior Finishes	B2010- Exterior Walls
	D10- Conveying	B2020- Exterior Windows
	D20- Plumbing	B2030- Exterior Doors
	D30- HVAC	B3010- Roof Coverings
	D40- Fire Protection	B3020- Roof Openings
	D50- Electrical	C1010- Partitions
	E10- Equipment	C1020- Interior Doors
	E20- Furnishings	C1030- Fittings
	F10- Special Construction	C2010- Stair Construction
	F20- Selective Building Demolition	
	. 10 Delective Dallating Delitorition	C3010- Wall Finishes
		C3020- Floor Finishes
		C3030- Ceiling Finishes
		D1010- Elevators & Lifts
		D1090- Other Conveying Systems
		D2010- Plumbing Fixtures
		D2020- Domestic Water Distribution
		D2030- Sanitary Waste
		D2040- Rain Water Drainage
		D2090- Other Plumbing Systems
		D3010- Energy Supply
		D3020- Heat Generating Systems
		D3030- Cooling Generating Systems
		D3050- Distribution Systems
		D3050- Terminal & Package Units
		D3060- Controls & Instrumentation
		D3070- Systems Testing & Balancing
		D3090- Other HVAC Systems & Equipment
		D4010- Sprinklers
		D4020- Standpipes
		D4030- Fire Protection Specialities
		D4090- Other Fire Protection Systems
		D5010- Electrical Service & Distribution
		D5020- Lighting & Branch Wiring
		D5030- Communications & Security
		D5090- Other Electrical Systems
		E1010- Commercial Equipment
		E1020- Institutional Equipment
		E1030- Vehicular Equipment
		E1090- Other Equipment
		E2020- Fixed Furnishings
		E2020- Movable Furnishings
		F1010- Special Structures
		F1020- Integrated Construction
		F1020- Special Construction Systems
		F1040- Special Facilities
		F1050- Special Controls & Instrumentation
		F2010- Building Elements Demolition
		F2020- Hazardous Components Abatement

# **SCHEDULE C: CONDITION RANKING MATRIX**

	Condition (Grade)	Performance	Structure	External	Internal	Services	Fittings	Typical Useful Life Remaining
5 /5	Excellent (A)	Fits for Future	Sound structure.	Constructed with sound materials, true to line and level. No evidence of deterioration or discolouration	Constructed with sound materials, true to line and level. No evidence of deterioration or discolouration	All components operable and well maintained.	Well secured and operational, sound of function and appearance.	Greater than 45%
4 /5	Good (B)	Adequate for Now	Functionally sound structure.	Showing minor wear and tear and minor deterioration of surfaces.	Showing minor wear and tear and minor deterioration of surfaces.	All components operable.	Operational and functional, minor wear and tear.	
3 /5	Fair (C)	Requires Intervention	Adequate structure, some evidence of foundation movement, minor cracking	Appearance affected by minor cracking, staining, or minor leakage. Indications of breaches of weatherproofing. Minor damage to coatings.	Appearance affected by minor cracking, staining, or minor leakage, some dampness or mildew. Minor damage to wall/ceiling finishes	Occasional outages, breakdowns or blockages. Increased maintenance required.	Generally operational. Minor breakage.	Between 10% to 45%
2 /5	2 /5 Poor At Risk du mo		Structure functioning but with problems due foundation movement. Some significant cracking.	Damaged, weakened or displaced. Appearance affected by cracking, staining, overflows, or breakages. Breaches of weatherproofing evident. Coatings in need of heavy maintenance or renewal.	Damaged, weakened or displaced. Appearance affected by cracking, staining, dampness, leakage, or breakages. Breaches of waterproofing evident. Finishes of poor quality and in need of replacement.	Failures of plumbing electrical and mechanical components common place.	Fittings of poor quality and appearance, often inoperable and damaged.	43 76
1 /5	Very Poor (F) Unfit for Sustained Service Sustained Service Sustained Service Sustained Service Sustained for the integrity of the structure weakened. Ap affected by creating, overfill leakage, or date of the structure		waterproofing. Coatings badly damaged	Badly damaged or weakened. Appearance affected by cracking, staining, leakage, or wilful damage. Breaches of waterproofing. Finishes badly damaged, marked and in need of replacement.	Plumbing electrical and mechanical components are unsafe or inoperable.	Most are inoperable or damaged	Less than 10%	

Source: International Infrastructure Management Manual – Version 3.0, 2006 (http://openlibrary.org/books/OL21245688M/International\_infrastructure\_management\_manual)

# SCHEDULE D: INVOICE SUMMARY TEMPLATE

Invoice Summary For invoices dated:	
Tasks	
Completed:	

**Project Summary:** 

PROJECT TITLE:

Contract Amount	Previously Billed	% Billed	+ % This Invoice	Current Invoice	% Task Complete	Notes
				Contract Previously % This	Contract Previously % This Current	Contract Previously % This Current % Task