



REQUEST FOR PROPOSALS

Title: PRV Electrical/Instrumentation Need Analysis

Reference No.: 1220-030-2020-025

FOR PROFESSIONAL SERVICES (CONSULTANT)

(General Services)
Issuance Date: September 15, 2020

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this request for proposals (“RFP”) is to select a service provider (or service providers) to perform the services (“Services”) described in Schedule A.

1.2 Definitions

In this RFP the following definitions shall apply:

“**BC Bid Website**” means www.bcbid.gov.bc.ca;

“**City**” means the City of Surrey;

“**City Representative**” has the meaning set out in section 2.5;

“**City Website**” means www.surrey.ca;

“**Closing Time**” has the meaning set out in section 2.1;

“**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;

“**Evaluation Team**” means the team appointed by the City;

“**Information Meeting**” has the meaning set out in section 2.2;

“**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;

“**Proponent**” means an entity that submits a Proposal;

“**Proposal**” means a proposal submitted in response to this RFP;

“**RFP**” means this Request for Proposals;

“**Services**” has the meaning set out in Schedule A;

“**Site**” means the place or places where the Services are to be performed; and

“**Statement of Departures**” means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be received by the City by email at: purchasing@surrey.ca.

on or before the following date and time

Time: 3:00 p.m., local time

Date: October 5, 2020

(the “Closing Time”).

The City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt. A Proponent bears all risk that the City’s computer equipment functions properly so that the Proposal is received on time.

2.2 Information Meeting

An information meeting may be hosted by the City Representative to discuss the City’s requirements under this RFP (the “**Information Meeting**”). While attendance is at the discretion of Proponents, Proponents 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. At the time of issuance of this RFP a meeting has not been scheduled.

2.3 Late Proposals

Proposals received after the Closing Time will not be accepted or considered.

2.4 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City’s computer equipment functions properly so as to facilitate timely delivery of any amendment.

2.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Richard D. Oppelt, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-030-2020-025

Inquiries should be made no later than seven (7) business days before Closing Time. The City reserves the right not to respond to inquiries made within seven (7) business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.6 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.7 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.8 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.9 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in

Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.2 Signature

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

Technical

The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.

Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5.

Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

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

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

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team

may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals. Proponent management and technical personnel will be expected to participate in presentations, demonstrations and/or interviews, which will be made at no cost to the City.

All information and documents provided by the Proponents or gathered by the Evaluation Team during a presentation, demonstration or an interview may be considered by the Evaluation Team, which may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of such information and documents.

4.7 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

5.7 Reservation of Rights

The City reserves the right, in its sole and absolute discretion, to:

- (a) amend the scope of Services, modify, cancel or suspend the competitive selection process at any time for any reason;
- (b) accept or reject any Proposal, based on the Evaluation Criteria;
- (c) waive a defect or irregularity in a Proposals, and accept that Proposal;
- (d) reject or disqualify or not accept any or all Proposals, without any obligation compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new Proposals, or enter into negotiations for the Services or for Services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any and all aspects of Proposals; and
- (h) extend, from time to time, and date, time period or deadline provided in this RFP, upon written notice to all Proponents.

5.8 Acceptance of Proposals

Notwithstanding anything to the contrary contained in the RFP or any other document, material or communication:

- (a) The City will not necessarily accept the Proposal with the lowest Proposal Price, or any Proposal, and the City reserves the right to reject any and all Proposals at any time, or cancel the RFP process, without further explanation and to accept any Proposal the City considers to be in any way advantageous to it. The City's acceptance of any Proposal is contingent on having sufficient funding for the solution and a Contract with a Proponent. Proposals containing qualifications will be considered to be non-conforming Proposals in that they will fail to conform to the requirements of the RFP documents and on that basis they may be disqualified or rejected. Nevertheless, the City may waive any non-compliance with the requirements of the RFP documents, specifications or any conditions, including, without limitation, the timing of delivery of anything required by these RFP documents, and the City, at its discretion, may consider non-conforming Proposals and accept a non-conforming Proposal.
- (b) Where the City is of the view, in its sole discretion, that there is an ambiguity or other discrepancy which cannot be discerned or resolved from examining the contents of the Proposal, then whether or not such an ambiguity or discrepancy actually exists on the face of the Proposal, the City may, prior to Contract award, solicit clarification from the Proponent or accept clarification from the Proponent on any aspect of its Proposal. Such clarification may include the acceptance of any further documents or information which will then form part of the Proposal. The soliciting or accepting of such clarification (whether or not solicited) by the City will be without any duty or obligation on the City to advise any other Proponents or to allow them to vary their Proposal Prices as a result of the acceptance of clarification from any one or more Proponents and the City will have no liability to any other Proponent(s) as a result of such acceptance of clarification.
- (c) If the City considers that all Proposals are priced too high, it may reject them all.
- (d) The City, prior to awarding of any Contract, may negotiate with the Proponent presenting the lowest priced Proposal, or any Proponent, for changes in the

solution, the materials, the specifications or any conditions, without having any duty or obligation to advise any other Proponents or to allow them to modify their Proposal, and the City will have no liability to any Proponent as a result of such negotiations or modifications.

- (e) The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a final Contract, or other activity related to or arising out of this RFP, including in the event the City accepts a non-compliant Proposal or otherwise breaches the terms of this RFP.
- (f) A pre-award meeting may be conducted with the preferred Proponent prior to award to confirm project details and expectations of the City.
- (g) Proponents are solely responsible for their own expenses in preparing and submitting a Proposal, and for any meetings, negotiations or discussions with the City, or its representatives and consultants, relating to or arising from the RFP. The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP.

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SCHEDULE A - SCOPE OF SERVICES

PROJECT TITLE: PRV ELECTRICAL/INSTRUMENTATION NEED ANALYSIS

1. INTRODUCTION

The City of Surrey (the “City”) is seeking to retain a professional consultant (the “Consultant”) to perform services for the detailed study of electrical requirements for existing and future PRV.

The Consultant will provide the following services in accordance with the information provided within this document:

- High level review of available technologies for PRV electrical/instrumentation;
- Identify the order of magnitude cost for different components of electrical/instrumentation; and
- Review of current electrical design criteria for PRVs (optional).

2. PROJECT BACKGROUND

In recent PRV installation, the City has seen a significant increase in cost of electrical works associated with these projects. The design and technology used for the City’s electrical design has not seemed to change much over the years, prompting a review the City’s design.

The City is interested in reviewing current design requirements for electrical and instrumentation work involved at PRV stations. With the development of technologies over the years, the City wishes to review and consider new design options, including high level review of different available technologies and their relative capital cost.

3. SCOPE OF SERVICES

3.1. REPORT

PRV stations may require electric power to support the following electrical and instrumental equipment:

1. Sump pump only;
2. Sump pump and pressure transmitters;
3. Sump pump, pressure transmitters, and zone meter;
4. Sump pump, pressure transmitters, zone meter and heating/cooling; or
5. Sump pump, pressure transmitters, zone meter, heating/cooling, and UPS.

Information collected from pressure transmitters and zone meters are required to be conveyed to the City, either on a real-time or daily basis. Currently, information is sent to City’s SCADA system in real-time.

The Consultant shall provide a report including, but not limited to the following:

- New instrumentation technology available (wireless, cellular, hardwired);
- SCADA or other systems for collecting and sending data;
- Kiosk or wall-mounted panel considerations, if required (size, location, etc.);
- Power options (BC Hydro, battery, solar, etc.);
- High level cost for each electrical and instrumentation equipment combination listed above, and potential cost savings if other technology and methodology of data collection are used; and
- Review current electrical design and identify if there is any potential for cost savings (optional).

3.2. PROJECT MANAGEMENT

The Consultant is expected to provide project and quality management services for the duration of the project. The Consultant is to also ensure best engineering practices, principles and standards are employed when preparing reports and establishing estimates.

4. ESTIMATED PROJECT SCHEDULE

The successful Consultant team shall be fully committed to the team members and to the project schedule. The anticipated timing for the award of this assignment is shown below.

- | | |
|----------------------------------|-----------------------|
| 1. Kick-off | October, 2020 |
| 2. Submission Final Draft Report | Consultant to Provide |
| 3. Submission of Final Report | January 15, 2021 |

The Consultant is to provide a detailed schedule in their proposal (refer to Schedule C-4) for the above milestones and all other milestones that the Consultant deems appropriate. Please allow for a 10-working day review period by the City for each design review submittal. The Consultant may indicate measures and recommendations to accelerate the schedule.

5. AVAILABLE INFORMATION

Guidelines for the Construction of Pressure Reducing Valve Stations



Guidelines For the
Design & Constructi

SCHEDULE B – DRAFT CONTRACT



CONSULTANT AGREEMENT

Title: PRV Electrical/Instrumentation Need Analysis

Reference No.: 1220-030-2020-025

PVR ELECTRICAL/INSTRUMENTATION NEED ANALYSIS

CONSULTANT AGREEMENT NO. 1220-030-2020-025

THIS AGREEMENT dated the ___ day of _____, 20__ (“Reference Date”).

BETWEEN:

CITY OF SURREY
13450 – 104th Avenue
Surrey, British Columbia, V3T 1V8, Canada
(the “**City**”)

OF THE FIRST PART

AND:

(the “**Consultant**”)

OF THE SECOND PART

WHEREAS the City desires to retain the Consultant to provide Consulting Services as hereinafter defined in connection with the _____ (Project).

NOW THEREFORE in consideration of One Dollar (\$1.00) paid by the City to the Consultant (the receipt and sufficiency whereof is hereby acknowledged by the Consultant) and other good and valuable consideration, the parties agree with each other as follows:

SERVICES

1. The Consultant covenants and agrees to provide consulting services as described generally in Schedule A, excluding those identified as optional (“Optional Services”), including anything and everything required to be done for the fulfillment and completion of this Agreement (the “Consulting Services”).
2. The City agrees to pay the Consultant the fees and disbursements as set out in Schedule B on a time and materials basis, up to a maximum of \$_including GST (the “Fees”) for completed Consulting Services. For clarity, any disbursements set out shall be amended by the definition of disbursements in paragraph 16.
3. The Consultant covenants and agrees to provide Consulting Services in accordance with the Project Schedule as set out in Schedule C (the “Project Schedule”).

4. The Consultant covenants and agrees to not engage other professional consultants other than those named in Schedule B and Schedule D for performance of Consulting Services, except with the prior written approval from the City (the "Personnel").
5. The Term of this Agreement shall commence on the Reference Date and continue until the Consulting Services are completed or this Agreement is terminated (the "Term").

ADDITIONAL SERVICES AND AMENDMENTS

6. The Consultant will not provide any additional Consulting Services in excess of those identified in Schedule A without the prior written consent of the City.
7. The Consultant covenants and agrees to perform additional Consulting Services if requested in writing by the City ("Additional Services"). The terms of this Agreement will apply to any Additional Services. The Fees will be increased or decreased by written agreement of the City and the Consultant according to the charge-out hourly rates set out in Schedule B.
8. There will be no change to the Project Schedule for any changes in scope of the Consulting Services for the Additional Services unless agreed to in writing by the parties.

PERSONNEL AND PROFESSIONAL EXPERIENCE

9. Where the Project requires engineering technical deliverables (surveys, models, reports, plans, drawings, etc.), the Consultant agrees to have a qualified professional (i.e., AIBC, BCLS, P.Eng., P.Geo., R.P.Bio., etc.) registered, and in good standing, in the Province of British Columbia, certify that the Consulting Services and Agreement are completed in accordance with good industry standards; and the latest edition of the City of Surrey Design Criteria Manual, Master Municipal Construction Documents and the City of Surrey Standard Construction Documents as applicable to the Project.
10. The Consultant agrees that the Consulting Services are provided to the City on the understanding that the City is relying upon the Consultant's experience and expertise necessary to complete the Agreement.
11. The Consultant covenants and agrees to perform all Consulting Services with such degree of care, skill and diligence as would reasonably be expected from a consultant qualified in British Columbia to perform services similar in scope, nature and complexity to the Consulting Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.
12. The Consultant understands and agrees that the City will hold the Consultant responsible for the sealed reports and drawings submitted by the Consultant under this Agreement. The City will hold the Consultant responsible for any errors or omissions made by the Consultant, provided that the maximum limitation period will

be in accordance with the Limitation Act of British Columbia, and no inspection, site visit, permit approval or issuance of a certificate by the City will relieve the Consultant of this responsibility.

13. The Consultant shall administer, coordinate, manage and be responsible for Consulting Services performed by sub-consultants.

FEES

14. The Consultant shall submit monthly invoices to the City which include:
 - (a) the names, number of hours worked and charge-out rates of all Personnel that have performed Consulting Services under the terms of this Agreement for the previous month, accompanied by such supporting documentation as may reasonably be required by the City;
 - (b) any Disbursements incurred in the previous month; and
 - (c) a monthly status summary of:
 - i. the total budget, the budget expended for the current invoice, budget expended to date;
 - ii. summary of approved Additional Services and approved budget;
 - iii. description of Consulting Services performed this month;
 - iv. the status of the Project and percentage of completion; and
 - v. any other relevant information regarding the status of the Project under this Agreement, including schedule, which the Consultant considers important.
15. Costs of general management, corporate administration, and financial supporting services and general overheads are deemed to be included in the hourly charge-out rates in Schedule B.
16. Disbursements are actual out of pocket costs for the following items, as reasonably incurred by the Consultant, to perform the Consulting Services and substantiated by supporting invoices: external printing costs; local travel on a per kilometer basis, not to exceed CRA Automobile Allowance Rates; courier services; third-party utility and agency permit fees; and testing and laboratory services (the "Disbursements"). Costs of office supplies and printing, computers, software, telephone, field equipment, travel outside of the Lower Mainland, accommodations, and food and beverages are deemed to be covered by the hourly charge-out rates.
17. The Consultant shall pay all fees and disbursements of the sub-consultants for the work performed and the City shall reimburse the Consultant at actual cost of the sub-consultant's invoice plus 5% to the Consultant for overhead and administration, as set out in Schedule B and provided that the maximum payable by the City to the Consultant shall not exceed the maximum Fee as specified in paragraph 2 of this Agreement.
18. Payment of monthly invoices by the City shall be made within thirty (30) days after receipt by the City.

19. If the Project Schedule is delayed for reasons beyond the reasonable control of the Consultant, the hourly charge-out rates in Schedule B shall remain fixed for a period of two years from the Reference Date, following which the City and Consultant may negotiate an average hourly rate adjustment for the remaining Consulting Services to be provided.
20. At the sole option of the City, within two years of the Reference Date, the City may enter into a separate agreement with the Consultant to provide the Optional Services for the Fees.

CONFIDENTIALITY AND COPYRIGHT

21. Except as provided for by law or otherwise by this Agreement, the Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Consulting Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Consulting Services.
22. Upon request by the City, the Consultant agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.
23. The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, concepts, products, designs or processes or other such work product produced by or resulting from the Consulting Services rendered by the Consultant. This does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Consultant.
24. The Consultant may retain copies of the work product, and re-use without written approval by the City.
25. The City shall have a permanent royalty-free license to use any product which is patentable or capable of trademark, produced by or resulting from the Consulting Services rendered by the Consultant.
26. The Consultant acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.

INDEPENDENT CONSULTANT

27. The Consultant and the City agree that this Agreement is a contract for Consulting Services and is not a contract of employment and that the Consultant is responsible to pay all wages, salaries, pension benefits, Workers' Compensation Board costs, health, dental and life insurance benefits and all other taxes, costs or charges to its employees which are not, and are not considered to be employees or agents of the

City.

INSURANCE AND INDEMNITY

28. The Consultant shall maintain at its own expense at and at all times throughout the duration of this Agreement, insurances as follows:
- (a) professional liability insurance in the amount \$ (*depending on the project complexity- One Million to Three Million*) Dollars per claim insuring the Consultant's liability resulting from errors and omissions in the performance of Consulting Services under this Agreement. This coverage shall be maintained for a period of twenty-four (24) months following termination of this Agreement.
 - (b) commercial general liability insurance on an occurrence basis, in an amount not less than Three Million (\$3,000,000) Dollars inclusive per occurrence against death, bodily injury and property damage occurring by virtue of the Consultant's operations in respect of this Agreement. This policy shall be endorsed to add the City as an additional insured but only with respect to the Consulting Services provided under this Agreement. Such insurance shall include, but not be limited to:
 - products and completed operations;
 - blanket written contractual liability;
 - contingent employer's liability;
 - personal injury;
 - non-owned automobile liability;
 - employees as additional insured; and
 - cross liability.
 - (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than Three Million (\$3,000,000) Dollars per occurrence and in aggregate for bodily injury, death and damage to property.
29. The Consultant shall provide the City with thirty (30) days advance written notice by fax, email or mail of cancellation or material changes to applicable level of required insurance coverage.
30. The Consultant shall forward to the City proof of insurance in the form of a standard certificate of insurance issued by the insurer or broker within thirty (30) days of execution of this Agreement.
31. The Consultant acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance shall not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges that it is solely responsible for obtaining and maintaining policies of insurance in adequate amounts.

32. The Consultant agrees to indemnify and save harmless the City, its officers, and employees, from and against any and all losses, damages, tort, claims, actions, causes of action (collectively referred to as “Claims”), or other expenses that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, to the extent they are based upon, arise out of or occur, directly or consequentially, by reason of any negligent act or omission of the Consultant or any agent, sub-consultant, employee, officer, director or contractor of the Consultant pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the City.

DISPUTE RESOLUTION

33. The City shall be entitled to withhold fees for non-completed work or for amount in dispute. The parties agree to use their best efforts to diligently pursue resolution of any Fees in dispute within thirty (30) days of the City’s written notice of dispute. If resolution is not achieved, the Fees in dispute shall be referred to negotiation and mediation in accordance with paragraphs 33 through to 36, inclusive, of this Agreement.
34. The parties agree to use their best efforts to resolve any dispute, claim or controversy, whether based on contract, tort, statute, or other legal or equitable theory arising out of or related to this Agreement, or in respect of any defined legal relationship associated with or from this Agreement (the “Dispute”).
35. The parties will make reasonable efforts to resolve any Dispute as follows:
- (a) Negotiation – The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
 - (b) Mediation – If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 14 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation; and
 - (c) Litigation – If within 90 days of the mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.
36. The parties agree that the processes above described for settlement of a Dispute will involve disclosing information confidential to the disclosing party. The parties agree to keep confidential all information so tendered, including the fact that these settlement processes are occurring or have occurred, and not to disclose to any

party not involved in such settlement processes such information without the prior express written consent of the disclosing party.

TERMINATION

37. The City may at its sole discretion terminate this Agreement at any time by providing thirty (30) days' notice, which notice is to be provided in writing by fax, email or mail.
38. Upon receipt of such written notice, the Consultant shall perform no Consulting Services other than the Consulting Services which the Consultant and the City mutually agree is reasonably required to close the files and return all documents to the City. In the event the Consultant and City cannot mutually agree on what is reasonably required to close the files, the determination and the opinion of the City as to what is reasonably required to close the files shall prevail.
39. If this Agreement is terminated, the Consultant shall be paid for all the Consulting Services performed under this Agreement and shall be compensated for Consulting Services required to close its files as pursuant to paragraph 43.

GENERAL TERMS

40. This Agreement, including the Schedules and any other documents expressly referred to in this Agreement, contains the entire Agreement of the parties regarding the provision of Consulting Services and no understandings or agreements, oral or otherwise, exist between the parties.
41. In the event of a conflict or ambiguity, the following order of precedence shall apply:
 - (a) Agreement;
 - (b) Schedule A – Consulting Services;
 - (c) Schedule B – Fees;
 - (d) Schedule C – Project Schedule; and
 - (e) Schedule D – Personnel,
42. The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
43. Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
44. Neither party may assign this Agreement without the prior written consent of the other party.
45. If during the term of this Agreement, control of the Consultant, being a corporation, is acquired by another corporation or individual or individuals, the terms of such acquisition shall ensure that this Agreement shall be completed. In the event of such an acquisition, the Consultant shall promptly notify the City and the City shall then

have the option of terminating this Agreement on thirty (30) days' notice. Such notice shall be given by the City in writing to the Consultant within ten (10) working days of receiving the notification of the change in control.

[END OF PAGE]

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: PRV Electrical/Instrumentation Need Analysis

RFP Reference No.: 1220-030-2020-025

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Richard D. Oppelt, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, submit this Proposal in response to the RFP.

2.0 **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;
- Schedule C-3 – Proponent’s Technical Proposal (Services);
- Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and
- Schedule C-5 – Proponent’s Financial Proposal.

3.0 **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

4.0 **I/We confirm** that, if I/we am/are awarded a contract, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act (British Columbia)* with respect to the Services. I/we further confirm that if I/we become aware that another consultant at the place(s)

of the Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted this ____ day of _____, 20 ____.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that Contract, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Consultants Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Consultant's Goods and Services are subject to GST, the Consultant's GST Number is _____; and
- (f) If the Consultant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section	Requested Departure(s) / Alternative(s)

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the Contract unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Describe any difficulties or challenges you might anticipate in providing the Services to the City and how you would plan to manage these;
- (viii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary). Include curriculum vitae for each key personnel.

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Dates: _____

Project Name: _____

Responsibility: _____

Project Approach – Team Roles

- (ix) Proponents should provide an outline of the resource roles and estimated effort required for this project. (use the spaces provided and/or attach additional pages, if necessary): and

Role	Name	Forecasted Project Days/Hrs.

Sub-Contractors

- (x) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's project objectives, requirements and desired project outcomes outlined in Schedule A;
- (ii) a description of the general approach and methodology that the Proponent would take to successfully achieve the project objectives and deliverables for each task and phase in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the proper project description and identification of key pertinent issues, constraints, challenges, opportunities and observations;
- (iv) a description of the standards to be met by the Proponent and any high level risks and challenges that may impact the project and identify, with suitable examples, the potential mitigation measures to manage risks related to the project;
- (v) a description of approaches to project requirements, schedule, budget and quality control. List any standards and policies that your firm currently has in place
- (vi) Project Innovation - The Proponent should describe:
 - *Technology Innovation:* New technologies that will lead to cost savings, longer facility life and/or more efficient service; and
 - *Environmental Considerations:* Approaches that promote more efficient use of natural resources and provide more environmentally and sustainable solutions.
- (vii) a list of reports that you would anticipate providing the City's management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (viii) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction; and
- (ix) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to to implement the City's requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

[END OF PAGE]

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding GST), and the basis of calculation (use Excel spreadsheet) as follows (as applicable):

- (i) Estimate effort by type of work, project and class of employee using a form similar to the "Schedule of Effort"
- (ii) Proposed charge-out rates;
- (iii) Estimate of disbursements, supported by a cost breakdown. Disbursements charged as a percentage fee is not acceptable;
- (iv) monthly fee;
- (v) hourly rates for all team members if payment is to be made on an hourly basis; or
- (vi) lump sum fee.

Schedule of Rates:

Item No.	Description	Estimated Quantity of Hours	Hourly Rate	Total Price
	Labour:			
	Materials:			
	Disbursements:			
	Subtotal:			
	GST:			
	TOTAL PROPOSAL PRICE:			

SAMPLE

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.