**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title: Independent Commissioning Services for**

**Cloverdale Sport and Ice Complex**

**RFP Reference No.: 1220-030-2021-049**

**Legal Name of Proponent:**

**Contact Person and Title:**

**Business Address:**

**Business Telephone:**

**Business Fax:**

**Business E-Mail Address:**

TO:

City of Surrey

City Representative: Acting Manager Procurement Services

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

Dear Sir:

1. 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. **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]** day of **[month],** **[year].**

**I/We have the authority to bind the Proponent.**

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Legal Name of Proponent)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature of Authorized Signatory)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Print Name and Position of Authorized Signatory) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature 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)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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](http://www.surrey.ca) search [Consultants Certificate of Insurance](http://www.surrey.ca/files/DCT_Consultants_Form_Certificate_of_Insurance_2014.docx);

(d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(e) If the Consultant’s 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)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Section Requested Departure(s) / Alternative(s)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**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, telephone number and relationship/role). The City's preference is to have a minimum of three different projects references. For each project, include additional references from persons involved in that project’s design phase, construction phase, and handover / post-occupancy phase, as follows:

1. **Design Phase**: provide references from architects, design engineers and owner representative and/or project manager,
2. **Construction Phase**: provide references from general contractors and trades, and
3. **Handover / Post Occupancy Phase**: provide references from owners and facilities management and operations team.

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(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, qualifications experience of all key personnel proposed to undertake the Services. Team lead is to be committed to the entire duration of the Project. Substitution will require approval from the City. (use the spaces provided and/or attach additional pages, if necessary):

**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):

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| --- | --- | --- |
| **Role** | **Name** | **Forecasted Project Days/Hrs.** |
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**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** |
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***SCHEDULE C-3 - PROPONENT’S TECHNICAL PROPOSAL (SERVICES)***

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

1. a narrative that illustrates an understanding of the City’s requirements and Services;
2. a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
3. a narrative that illustrates how the Proponent will complete the scope of Services, manage the Services, and accomplish required objectives within the City’s schedule;
4. a description of the standards to be met by the Proponent in providing the Services;

(v) 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);

(vi) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer 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;

***SCHEDULE C-4 - PROPONENT’S TECHNICAL PROPOSAL (TIME SCHEDULE)***

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

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| **ACTIVITY**(Insert Milestone Dates) | **Time from Notice to Proceed in Days** | | | | | | | | | |
| **10** | **20** | **30** | **40** | **50** | **60** | **70** | **80** | **90** | **100** |
| Letter of Intent |  |  |  |  |  |  |  |  |  |  |
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| Substantial Completion |  |  |  |  |  |  |  |  |  |  |

***SCHEDULE C-5 - PROPONENT’S FINANCIAL PROPOSAL***

Indicate the Proponent’s proposed fee (excluding GST), and the basis of calculation (use the

spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

(i) a list of anticipated professional service, project team estimated quantity of hours

allocated to each along with their hourly rate charges.

(ii) a list of anticipated reimbursable expenses and the rate charged for each. Alternatively,

if some or all of these are included as basic services, please so indicate.

(iii) hourly rates for all team members if payment is to be made on an hourly basis.

(iv) detailed breakdown for base scope listing tasks and assumptions.

(v) lump sum fee.

(vi) provide a detailed separate pricing for any additional or potential services as required.

**1. Fees:**

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| --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Estimated Quantity of Hours** | **Hourly Rate** | **Total Price** |
| **1.** | **Commissioning Services:** |  |  |  |
| 1.1 | Design Phase |  |  |  |
| 1.2 | Procurement |  |  |  |
| 1.3 | Construction Phase |  |  |  |
| 1.4 | Testing & Commissioning |  |  |  |
| 1.5 | Training & Handing Over |  |  |  |
| 1.6 | Project Close Out & Final Report |  |  |  |
| 1.7 | One Year Warranty Review |  |  |  |
| **2.** | **Disbursements:** |  |  |  |
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|  | **Subtotal:** |  |  |  |
|  | **GST:** |  |  |  |
|  | **TOTAL PROPOSAL PRICE:** |  |  |  |

**2. 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:

**3. Separate Pricing:**

Proponents should provide separate pricing for the following:

**3.1 Coordinating and submitting O&M manuals for the Project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Proponents to provide a separate pricing for preparing and submitting O&M Manuals for the whole project including, but not limited to, architecture, mechanical and electrical. The Commissioning Authority (CA) will coordinate and work closely with the consultants’ team and contractors to collect, organize and compile the Project O&M Manuals. Being responsible for the preparation and submittal of all O&M Manuals the CA will review (to accept and/or reject) the contractors’ manuals submission to ensure correctness and completeness of each submission prior to final submission to the City.

The CA will provide complete O&M Manuals for the whole project as follows: one (1) electronic copy in CD plus three (3) hard copies in heavy-duty high-quality binders that are easily expandable to increase capacity. Binders shall be two-piece construction with full length metal hinges and secure slide-lock mechanisms and removable post bars to allow for easy single page or section updating. Colour to be Black.

**3.2 Any other additional scope or value added services that may be applicable for this project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**At the discretion of the City, the additional service may or may not be included in the**

**Contract.**

**4. Force Account Labour Rates (Project Engagement):**

For the purposes of the project engagement, and unless otherwise agreed in writing by the parties, the City will pay to the Consultant the hourly rates listed below for the Services provided by the Consultant under the Terms of this agreement. The following Consultant’s staff and consultants will be on the project team and will be invoiced to the project at the following stated rates:

|  |  |
| --- | --- |
| **Labour Resource Category** | **Hourly Rates ($/hr)** |
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If the scope of the Services is amended, the City agrees that the maximum fees and expenses

will be revised accordingly. The City will not be responsible for costs incurred by the Consultant

in excess of the agreed amount(s) as set out herein.

In order to provide data for the calculation of Fees on a time basis, the Consultant shall keep a

detailed record of the hours worked by staff employed for the project. The City may inspect

timesheets and record of expenses and disbursements of the Consultant during regular office

hours with respect to any item which the City is required to pay on a time scale or disbursement

basis as a result of this agreement. The Consultant, when requested by the City, shall provide

copies of receipts with respect to any disbursement for which the Consultant claims payment

under this agreement.

**5. 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.