



## **REQUEST FOR PROPOSAL (RFP)**

### **DESIGN PROGRAM AND CONCEPTUAL SITE/BUILDING DESIGN RFP #: 2021 – 07**

**Submission Deadline:**

16:00 PST Tuesday, January 4, 2022  
Hardcopy Or Electronic Submission

**Contact Person:**

Nikki Gilmore  
Chief Administrative Officer  
7400 Prospect St, Pemberton BC  
ngilmore@pemberton.ca

**November 2021**

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### APPENDICES

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APPENDIX B:	FIREHALL LOT PLAN AND EXISTING FIREHALL FLOOR PLAN

## Summary of Key Information

The Village of Pemberton is seeking Proposals from qualified consultants to undertake Design Program and Conceptual Site/Building Design project to support the development of a municipal hall and firehall.

The Village of Pemberton is interested in understanding the needs of a municipal hall and firehall in order to support existing and future community needs. Consultants are invited to submit a Proposal Design Program and Conceptual Site/Building Design.

Three (3) copies of the Proposal are to be submitted, of which one will be unbound. All shipping materials are to clearly identify the Consultant and the contents.

Proposals will be received by the Village of Pemberton no later than 4:00 pm (Local Time) on January 4, 2022, to the attention of:

Nikki Gilmore, Chief Administrative Officer  
7400 Prospect, Village, BC, V0N 2L0

Sealed Proposals are to be marked as follows:

Design Program and Conceptual Site/Building Design  
RFP #2021-07

**Confidential - Do Not Open**

Electronic copies of the Request for Proposal documents may be obtained from the Village of Pemberton Website at no charge.

All inquiries shall be directed to:

Nikki Gilmore  
Phone: 604-894-6135  
email: [ngilmore@pemberton.ca](mailto:ngilmore@pemberton.ca)

Submissions will be evaluated based on the Proposal that, in the Village of Pemberton's opinion offers the best value for the Products and/or Services requested. Considerations will include the proposed scope of work (i.e., final deliverables), quality of design, team qualifications and track record, relevant recent experience, overall project cost, schedule, demonstrated ability to complete the project within the proposed schedule, as well as any other any factors the Village deems to be relevant to the project success. The Village reserves the right to reject any or all tenders; the lowest will not necessarily be accepted. The Village of Pemberton reserves the right to waive informalities in or reject any or all Proposals or accept the Proposal deemed most favorable to the interest of the Village of Pemberton.

## **PART A - GENERAL**

### **1 DEFINITIONS**

- 1.1 “Agreement” “Contract” “Services Agreement” means a contract that may be issued to formalize with the successful Consultant through a negotiation process with the Village based on the proposal submitted and will incorporate by reference the Request for Proposal, any addenda issued, the Consultant’s response and acceptance by the Village.
- 1.2 “Village of Pemberton” or “Village” or “Owner” means Village of Pemberton.
- 1.3 “Consultant” “Contractor” “Project Manager” means the person(s), firm(s) or corporation(s) appointed by the Village to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” “Contractor” “Project Manager” and “Consultant” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposal stage, through evaluation process, execution, and performance of the Design and Construction Services.
- 1.4 “Mandatory” “Must” “Shall” “Will” mean a requirement that must be met.
- 1.5 “Product” means, unless the context requires otherwise, any and all articles, goods, materials, supplies, commodities, machinery, equipment and fixtures to be supplied by the Contractor that comprise a portion of the Services, but specifically excluding facilities, equipment and materials used or constructed to carry out the Services that are not incorporated permanently into the Services.
- 1.6 “Consultant” means responder to this Request for Proposal.
- 1.7 “Proposal” means the submission by the Consultant.
- 1.8 “Provide” “Supply” shall mean provide and pay for, and supply and pay for.
- 1.9 “Request for Proposal” “RFP” shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposal.
- 1.10 “Services” means and includes the provision by the successful Consultant of all services, duties and expectations as further described in this RFP.

## **2.0 BACKGROUND AND INTENT OF THE RFP**

- 2.1 The Village is seeking a qualified consulting firm to provide Design Program and Conceptual Site/Building of the current municipal hall and firehall facilities in the Village of Pemberton. In addition, the Village seeks to have a summary of recommendations and associated cost estimates developed and prioritized for municipal hall and firehall facility and/or facilities that meets the existing and future community need.

The Village of Pemberton operates out of two detached municipal buildings, (see **Appendix A**). The municipal building facilities do not meet the existing and future operational needs of the Village. Increased space for Village staff work areas, kitchen areas, meeting rooms, washrooms and showers, fitness room, and file and equipment storage and maintenance areas are required.

The existing Pemberton Fire Rescue Firehall (**see Appendix B**) is no longer sufficient for the needs of the community and a new facility may be required in the near-term. There is inadequate room for gear, training, meeting room space, fitness room as well height constraints for new fire trucks.

- 2.2 The RFP should address the four key areas of the Design Program and Conceptual Site/Building outlined below:
1. Site Selection: Determine the most appropriate location(s) for a new Municipal Hall and a new Firehall from one or two options provided by the Village. The site determination shall be informed by the design program and conceptual site plan.
  2. Design Program: Assess the needs and requirements for both a new Municipal Hall and new Firehall based on consultation with the Village and review of comparable municipal facilities to establish a program of design elements to be considered in the site and building design of the new Municipal Hall and Firehall. Consideration of standalone and combined Municipal Hall and Firehall should be presented, as well as other combinations to maximize or advance municipal priorities.
  3. Concept Design: Prepare at least two conceptual site design identifying site opportunities and constraints, building layouts and open spaces for the preferred Municipal Hall and Firehall sites. Prepare conceptual building designs to reflect the building requirements and design program.
  4. Costing: Prepare an order of magnitude costing of the preferred site and building concepts for municipal budgeting and grant seeking purposes.

## **3.0 GENERAL CONDITIONS OF THE RFP**

### **3.1 NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL**

This is a Request for Proposal, and not a call for tenders or request for binding offers. The Village does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever will arise between the Village and any Consultant who

submits a Proposal in response to this RFP until and unless the Village and a Consultant enter into a formal, written contract for the Consultant to undertake this project.

### 3.2 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the Village in response to this RFP or as part of any subsequent negotiation will become the property of the Village and will not be returned. Consultants should also be aware that the Village is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA) ("Act"). A Consultant may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and are supplied to the Village in confidence. However, under FOIPPA, the Village may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the Consultant has stipulated that part of their Proposal is supplied in confidence. The Consultant should review Section 21 and other provisions of FOIPPA to gain a better understanding of the Village's disclosure responsibilities under the Act.

### 3.3 CONFIDENTIALITY OF VILLAGE INFORMATION

This RFP and all information provided by the Village to a Consultant is provided on a confidential basis, and Consultants will not disclose any such information to any person (other than the Consultant's legal advisers) without the Village's prior written consent, nor may any Consultant publicize or advertise its involvement with this RFP process or the Village in connection therewith without the prior written consent of the Village.

All documents including Proposals, submitted to the Village become the property of the Village. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

### 3.4 COMMITMENT BY THE VILLAGE

The Village will make available, upon request and at no cost to the successful Consultant, any existing plans, reports, studies, and copies of relevant background information.

The successful Consultant may be required to sign non-disclosure, confidentiality, or other agreements when access is provided to Village information.

### 3.5 CONSULTANT'S EXPENSES

For clarity, Consultants will be solely responsible for their own expenses incurred in preparing a Proposal or in any subsequent negotiations with the Village.

### 3.6 SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the Village, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement. The Contractor shall be solely responsible for reimbursing any subcontractors, and the Village shall have no obligation to them.

### 3.7 CONTACTING VILLAGE REPRESENTATIVES

Consultants shall not contact Village elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

### 3.8 CONFLICT OF INTEREST

Consultants shall disclose any potential conflicts of interest and existing business relationships they may have with the Village, its elected or appointed officials or employees. The Village may rely on such disclosure. The Village may reject a Proposal from any Consultant that the Village judges would be in a conflict of interest if the Consultant is awarded a Contract. Failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Consultant may have with any employee, officer or director of the Owner shall be grounds for immediate termination of any agreement or contract with the Owner, in the Owner's sole discretion, without further liability of notice.

### 3.9 INSURANCE

The successful Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term.

### 3.10 PERMITS AND LICENSES

The successful Consultant will be required to obtain a Village business license prior to commencement of work.

### 3.11 DEFINITION OF CONTRACT

Notice in writing to a Consultant of the acceptance of its Proposal by the Village and the subsequent execution of a written Contract will constitute a Contract for the Services and no Consultant will acquire any legal or equitable rights or privileges until a written Contract has been signed by both parties.

### 3.12 LIABILITY FOR ERRORS

The information contained in this RFP is supplied solely as a guideline for Consultants. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Consultants from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

### 3.11 MODIFICATION OF TERMS

The Village reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Consultants through formal addenda.

### 3.12 REMUNERATION

Remuneration for services, up to the agreed upon contract amount will be paid monthly against invoices within thirty (30) days after receipt. Claims for reasonable reimbursable expenses permitted by the contract will be paid upon presentation with appropriate documentation.

Expenses for third-party professionals engaged by the Village to enable to Advisory Group to meet its objectives would normally be billed to The Village and not to the consultant.

## **4.0 STATEMENT OF REQUIREMENTS**

### **4.1 OVERVIEW**

The Statement of Requirements contains the overall general functional and performance requirements of the Municipal Hall and Firehall facility or facilities. Additional information is available for reference in the RFP attachments, including existing lot plans. Consultants will be required to meet all standards within the MMCD, where applicable.

### **4.2 OBJECTIVES**

The Project to provide the Village with critical information to assess the feasibility of the project. It involves developing responsive design solutions that satisfy the Project's functional, efficiency, operational, and capital cost objectives. The study process will develop a clear understanding of the project scope, design, constraints, compliance issues, and project costs.

### **4.3 BUDGET**

The Village has a maximum budget of \$40,000 excluding GST for this project.

### **4.4 SCOPE OF WORK**

The scope of work is as follows:

1. **Site Selection:** Determine the most appropriate location(s) for a new Municipal Hall and a new Firehall from one or two options provided by the Village. The site determination shall be informed by the design program and conceptual site plan.
2. **Design Program:** Assess the needs and requirements for both a new Municipal Hall and new Firehall based on consultation with the Village and review of comparable municipal facilities to establish a program of design elements to be considered in the site and building design of the new Municipal Hall and Firehall. Consideration of standalone and combined Municipal Hall and Firehall should be presented, as well as other combinations to maximize or advance municipal priorities.
3. **Concept Design:** Prepare at least two conceptual site design identifying site opportunities and constraints, building layouts and open spaces for the preferred Municipal Hall and Firehall sites. Prepare conceptual building designs to reflect the building requirements and design program.
4. **Costing:** Prepare an order of magnitude costing of the preferred site and building concepts for municipal budgeting and grant seeking purposes. Utilize benchmark industry best practices, including but not limited to, building code, Fire code and any relevant NFPA standards.
5. Be part of Advisory Group, if formed for this purpose.
6. Apply sustainable development concepts in the planning, design, construction, environmental management, operation, maintenance and disposal of facilities and infrastructure projects, consistent with applicable laws and budget requirements.



7. Support community engagement and communications activities, as required.

## 5.0 MATERIALS AVAILABLE TO SUCCESSFUL CONSULTANT

The following materials will be provided to the successful Consultant at no charge:

- Structural Review Report prepared by Fromme Engineering Ltd. (2015).
- Review of Fire Protection Services for Fire Insurance Grading (2008).
- Staff numbers, equipment and required services, as required.
- Any BC Hydro Net Metering interconnection requirements.
- Inventory of Village owned lands.
- Official Community Plan.
- Available information aerial photos, base plans, utilities, topographical maps of the firehall and municipal building site(s).
- Relevant Village Zoning Bylaws.

## 6.0 SCHEDULE

The successful Consultant must initiate work within 14 days of issuance of Notice to Proceed. The Village requires that the project be completed no later than February 28, 2021.

Consultants are to include a detailed schedule for design and construction in their Proposal.

PROJECT ACTIVITY	ANTICIPATED TIMELINE
RFP Tender Review	January 4 – 8, 2022
Consultant Selection	January 14, 2022
Project Kick-Off Meeting	January 24, 2022
Site Selection	February – March 2022
Design Program and Concept Design and Costing Draft Report	April 12, 2022
Design Program and Concept Design and Costing Review Meeting	May 2, 2022
Final Design Program and Concept Design and Costing Report	June 1, 2022

## 7.0 PROPOSAL FORMAT AND PREPARATION

Proposals should be provided double-sided on 8 ½” white paper, in a font colour of black and not less than 11 point.

Without limiting the requirements set out below, each Consultant should include in its technical submission proposal information and documentation that reasonably demonstrates and allows

the Owner to evaluate whether the Consultant is capable of performing the Design responsibilities and obligations.

## **8.0 PROPOSAL EVALUATION AND SELECTION**

The Village will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the Village's opinion offers the best value for the Products and/or Services requested.

The Village is not obligated to accept the lowest priced Proposal or any Proposal and may reject all submissions.

The Village has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Consultant or Consultants and to evaluate the Proposals in accordance with all information submitted by the Consultants and to abandon the RFP at any stage, for any reason.

There shall be no obligation on the part of the Village neither to receive further information, whether written or oral, from any Consultant nor to disclose the nature of any Proposal received.

The Village at its discretion, may invite some or all Consultants for an interview to provide clarifications of their Proposals. In such event, the Village will be entitled to consider the answers received in evaluating Proposals.

The Village may award a Contract to the Consultant whose submission, in the Village's sole discretion, provides the best overall value to the Village for the work. In evaluating the overall value to the Village for the work in respect of each submission received, the Village, in addition to price, will have in mind its critical goals of obtaining a high-quality product in accordance with the schedule established under the Request for Proposal documents.

In evaluating overall value, the Village may consider, without limitation, price, qualifications and experience of Consultants, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Consultants on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the Village's evaluation of submissions received.

Proposals will be evaluated based on the following criteria:

<b>Criteria</b>	<b>Points Assigned</b>
Contractor and team member qualifications, experience, and references	30
Indigenous-Owned Business and/or Indigenous Employment	5
Technical Proposal	30
Schedule	10
Cost	25
<b>Total Points</b>	<b>100</b>

Proposed project teams must be capable of completing all identified tasks; the Village will not consider partial submissions.

Note: Indigenous-Owned Business and Indigenous Employment:

Contractors must provide evidence of Indigenous business and Indigenous employment metrics outlined below:

- An Indigenous business is a sole proprietorship, limited company, cooperative, partnership or not-for-profit organization in which, Indigenous persons have majority ownership and control meaning at least 51%.
- In the case of an indigenous business enterprise with 6 or more full-time employees, at least 33% of the full-time employees are Indigenous.
- Prime contractors must be registered in the Indigenous Business Directory.

Once the preferred Proponent has been identified, the Village will enter into contract discussions to clarify any outstanding issues and agree to contract terms. It is not the Village's intent to revise the Financial Quotation at these discussions unless cost-related adjustments to the Technical Quotation are identified by the Village and/or the Proponent.

If discussions are successful, the Village and the preferred Proponent will develop a formal contract for contract award and commence the Project. If discussions are unsuccessful, the Village reserves the right to enter into contract discussions with other Proponents, and/or to decide not to award a contract at all.

**<END OF PART A>**

## **PART B – PROPOSAL DOCUMENTS**

### **1.0 TECHNICAL PROPOSAL**

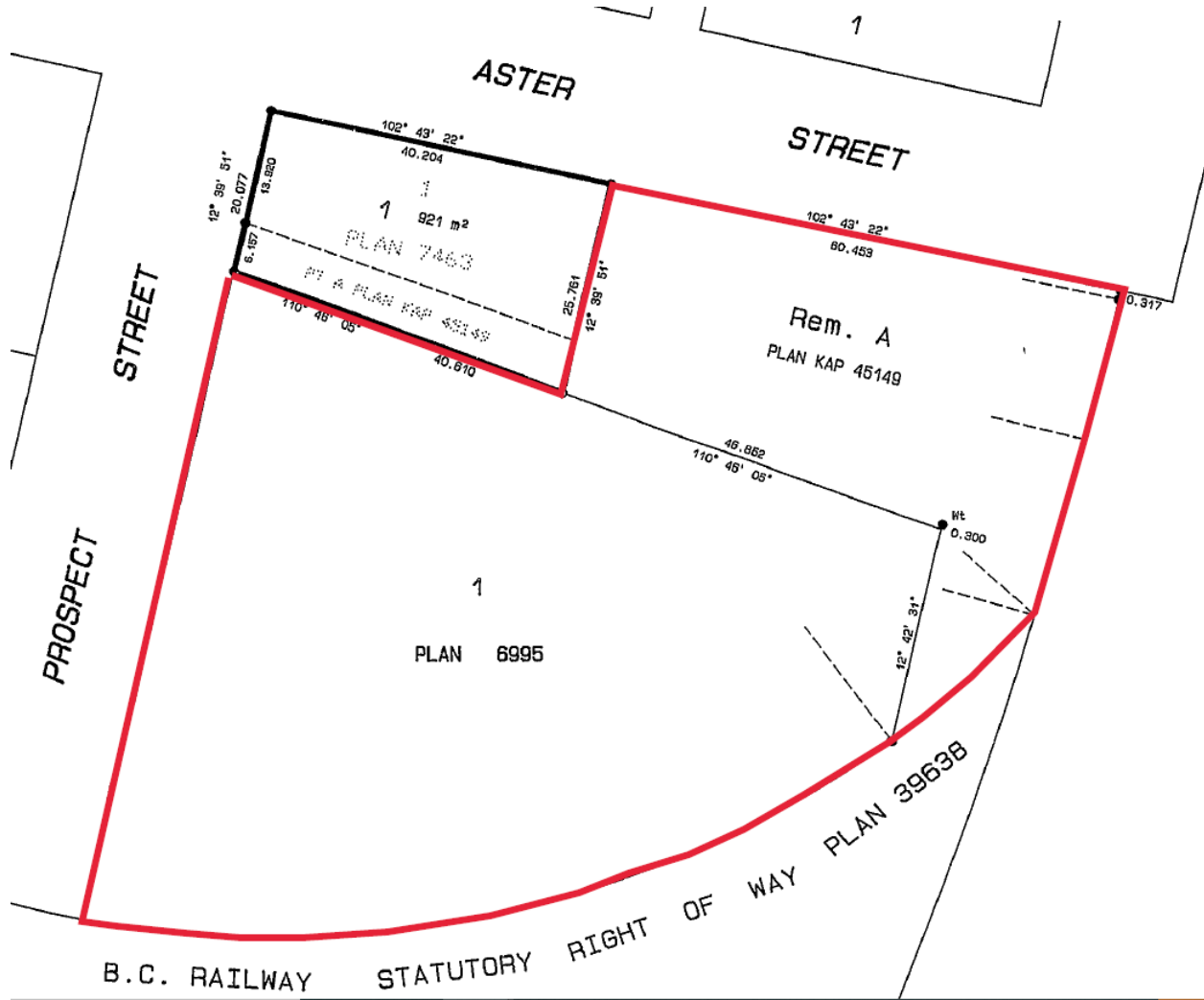
The Contractor shall provide the following information with their Proposal:

- **Comparable Experience and Capability:** Describe the companies experience and reputation, key personnel qualifications, and a list of minimum three (3) past projects completed within the last five (5) years including the following details:
  - a) Project location and contact details of Owner/Client (email and phone)
  - b) Project Name
  - c) Project Description / Scope of Work
  - d) Cost/Value of Project
  - e) Date of Completion
- **Project Management Plan:** Describe the overall approach to the team organization, structure and processes, including details regarding the following:
  - a) the frequency of project management meetings between the Design-Builder and the Village.
  - b) subcontractor relations and agreements.
  - c) the planned approach to Project approvals, change management, and work procedures.
  - d) A list of all team members including their roles and responsibilities (including consultants, material suppliers and subcontractors).
  - e) the approach to document control and management of the Project

- **Quality Management Plan:** Provide a draft quality management plan prepared specifically for this Project including:
  - a) Design reviews and record documentation
  - b) Record of engagement with Village staff
  - c) Compliance with building requirements (e.g., Building Code/Fire Code)
  - d) Assurance of Costings
- **Design Proposal Plan:** Provide details on the proposed process for the Project, including but not limited to the following:
  - a) A narrative outlining how to achieve the Owner's Statement of Requirements
  - b) Outline site selection specifications in line with regulation and local requirements (e.g., MMCD)
  - c) Detailed program of design elements to be considered
  - d) Costing by order of magnitude of the preferred site and building concepts
  - d) Delivery of final Design Program and Concept Design Reporting.

<END OF PART B>

### APPENDIX A: MUNICIPAL HALL LOT PLAN AND CURRENT MUNICIPAL BUILDING FLOOR PLAN









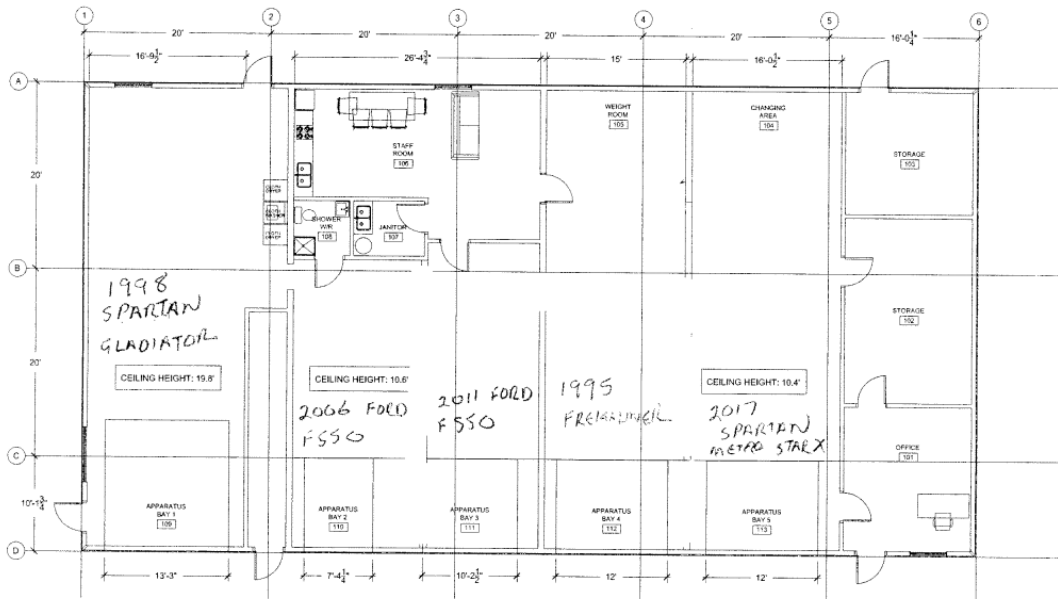








**PEMBERTON FIRE HALL  
FIRE TRUCK EXHAUST SYSTEM UPGRADE**



**1 GROUND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

