



REGIONAL DISTRICT OF NORTH OKANAGAN

REQUEST FOR PROPOSAL # RFP 2015-P06

PARKS, RECREATION AND CULTURE

Vernon and District Performing Arts Centre - Lobby Bar & Kitchen Renovation

PART I - INSTRUCTIONS TO PROPOSERS

The Regional District of North Okanagan (RDNO) is requesting proposals for Vernon Performing Arts Centre - Lobby Bar & Kitchen Renovation for Parks, Recreation and Culture. The proposal submissions must be returned in a sealed envelope clearly marked as follows:

- Request for Proposal RFP 2015-P06 – Parks, Recreation and Culture – Vernon Performing Arts Centre - Lobby Bar & Kitchen Renovation

with the proposer's name and address clearly marked on the envelope, addressed to the Regional District of North Okanagan, 9848 Aberdeen Road, Coldstream, B.C., V1B 2K9, Attention: Tannis Nelson, Community Development Coordinator.

1. Proposals must be received at the above location no later than 2:00 pm. Local Time, Monday October 19th, 2015.
2. Proposals received after the above time will be returned (unopened) to proposer(s) without consideration.
3. The RDNO does not accept proposals received via our facsimile machine or in any electronic format.
4. Proposals, rather than tenders, have been requested in order to afford proposers a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the RDNO's needs in a more cost-effective manner. Proposals should be based on these Instructions and the attached Terms of Reference.

5. Written Addenda issued by the RDNO on the BC Bid Website will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. The RDNO reserves the right to issue Addenda up to 24 hours prior to the RFP closing date and time. The date set for submitting Responses may be changed if, in RDNO's opinion, more time is necessary to enable Respondents to revise their Responses. Addenda will state any changes to the RFP, closing date and time.
6. The successful proposer (Consultant) and any Sub-Consultants shall at all times indemnify and save harmless the RDNO and or any of its officers, employees or agents from and against all claims and demands, losses, costs, damages, actions, suit fees, or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this assignment, or any action taken or things done or maintained by virtue of this assignment or the exercise in any manner of rights except claims for damage resulting from the negligence of any officer, servant or agent of the RDNO while acting within the scope of their duties of employment.
7. All proposal submissions should include two (2) copies preferably in an 8.5 inch x 11 inch format. Proposal submissions must be suitable for black and white photocopying. Proposers are solely responsible for any costs or expenses related to the preparation and submission of proposals.
8. The proposal should clearly show the complete company name, nearest location to the RDNO, and name and telephone number of the primary contact person for the project.
9. The proposal should identify other organizations to which the company and/or team members have provided a similar service.
10. The RDNO is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the RDNO cannot guarantee that any information provided to the RDNO can be held in confidence. All proposals, after closing time and date, become the property of the RDNO.
11. Unless specifically outlined in the proposal, the services or any part thereof may not be sub-contracted, transferred or assigned to another firm, person or company without the prior written authorization of the RDNO.
12. Project Team (Sub-Contractors)
 - a. Any project team members (Sub-Contractors) listed in the proposal must provide the following information for consideration by the RDNO:
 - i. Name
 - ii. Company for which they work
 - iii. Job Description
 - iv. Specific Duties assigned on this project
 - v. Recent experience and projects relating the scope of work outlined in this RFP.
13. The activities or tasks listed in the attached Terms of Reference are minimum requirements to be undertaken.

14. The RDNO reserves the right to not proceed with the assignment or to reduce or expand the scope of the program as necessary.
15. The RDNO reserves the right to conduct post-selection meetings in order to correct, change, or adapt proposals to the wishes of the RDNO. The RDNO also reserves the right to not accept any of the proposals.
16. If the RDNO selects the preferred proposer, the RDNO will enter into negotiations with the preferred proposer. If the RDNO does not enter into an agreement with the preferred proposer, the RDNO is entitled to cease negotiations and begin negotiations with another proposer.
17. Bid documents may be viewed and picked-up at the **MQN Interiors Ltd.:** #100 – 3313 32nd Ave., Vernon, B.C. V1T 2M7, Tel: (250) 542-8085 **after 1:00 PM (PDT), Wednesday, September 30th 2015. Call ahead to reserve your set.** Bid documents will be available to Contractors only upon payment of deposit of \$25.00 for each set of documents. The deposit is refundable upon return of the documents in good condition within fourteen (14) days of the Award of Contract. Make deposit cheque payable to **MQN Interiors Ltd.**
18. All questions should be directed to MQN Architecture & Interior Design in written format via email. Please direct all inquiries to the following representatives:

Dora Anderson,
Project Manager / RID
danderson@mqn.ca

Dianne Lorinczi,
Interior Designer
dianne@mqn.ca

19. The proposer shall include information regarding the Company's Insurance protection if applicable, including:
 - General Liability Insurance – Amount and Expiry Date
 - Errors and Omissions Insurance – Amount and Expiry Date
 - Workers Compensation Board certificate
 - Business Fire and Theft Insurance.

20. Proposal Format

The proposal should include the following information:

- a) Title Page, including Proposer's name, address, telephone number and other contact information
- b) Proposed schedule and timelines of activities including milestones for deliverables including any special considerations
- c) Project Team including team members' qualifications & any Sub-Contractors
- d) Firm's experience as demonstrated by listing of similar successful projects
- e) References – Minimum 3, on projects with similar scope
- f) Budget, including estimated costs for each required task.

Consultants are advised to review the scoring sheet listed below.

SCORING SHEET		
Evaluation Criteria	Points Available	Total Score
Firm's Experience	20	
References (Quality, On Time, On Budget)	10	
Proposed Schedule of Work	10	
Projected Completion Date(Completed early to completed past requested date)	20	
Proposed Budget (Lowest bid to Highest bid)	40	
Total Points	100	

21. Proposal Evaluations

The RDNO reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on "best value" according to the scoring sheet attached to this RFP.

PART II – TERMS OF REFERENCE

A. INTRODUCTION

The Vernon and District Performing Arts Centre is the premier entertainment venue situated conveniently in the heart of Vernon, British Columbia at 3800 - 33rd Street. Built in 2001, this facility boasts well-appointed backstage areas, a superb support staff and one of the most comfortable auditoriums in the province. Since the building opened for business in 2001 the Centre has experienced tremendous growth and increased needs to accommodate the plethora of various events that they host throughout the year.

This renovation project relates to the replacement of two existing disjointed concession / bar's with a new multi-functional concession/ bar / merchandise as well as the renovation of the existing preparation kitchen. These renovations are to include, equipment, millwork, countertops, plumbing fixtures, lighting fixtures, hardware, flooring and wall finishes.

Reference Materials – Vernon Performing Arts Center Schedule of Events and Calendar

B. OBJECTIVES

The primary objective of these works is to replace two existing disjointed, poor functioning concession/ bar's with one connected multi-functional concession/ bar/ merchandise. The second objective of these works is to reconfigure the existing kitchen / preparation space to be more efficient. By accomplishing these objectives we will accommodate the growing needs placed on the VPAC facility, staff and volunteers for the various events that they hosts annually.

C. REQUIRED TASKS

The project includes proposal pricing, contract preparation, demolition and construction project management, contract administration in conjunction with MQN Interiors Ltd., final inspections, and provision of as-built drawings and manuals.

Tasks to be undertaken will include, but need not be limited to:

1. Review in detail the Issued for Proposal and Construction drawings prepared by MQN Interiors Ltd. dated September 30th 2015 along with MES archive drawings available at bidders walk through.
2. Attend a **mandatory bidders walk through - Monday October 5th 2015 at 2pm**
3. Prepare detailed cost estimate and schedule for project.
4. Secure required approvals (permits, etc).
5. Work with VPAC facilitators to minimize impacts of work on staff & events.
6. Contract administration, including review of shop drawings and review of change orders.
7. Ensure the works during construction meet the standards of the RDNO.
8. Prepare as-built record drawings to document the final product. Turn over all equipment and product maintenance manuals at the completion of the project.

The General Contractor will be required to prepare a schedule for review, review change orders and attend meetings with MQN Interiors Ltd. and VPAC as applicable. As a minimum, the General Contractor should allow for the following:

1. Project initiation
2. Interim progress meetings weekly during construction
3. Substantial Completion walk through
4. Final Acceptance walk through

D. PRODUCTS

As a minimum, the General Contractor will deliver the following:

1. Budget and schedule for the project.
2. Permits as required.
3. Certificate of Payments for review by MQN Interiors Ltd.
4. Review of Change Orders with timely responses with quotes.
5. As-built drawings and Inspection reports. Electronic versions shall be submitted as well as paper copies.
6. Final equipment and finish manuals
7. Other documents as required by the RDNO.

PART III – FORM OF AGREEMENT**REGIONAL DISTRICT OF NORTH OKANAGAN****FORM OF AGREEMENT**

THIS AGREEMENT dated for reference purposes the ____ day of □, □.

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Road
Coldstream, British Columbia, V1B 2K9

(“RDNO”)

AND:

Insert Name
Address
City, BC Postal Code

(the “Purchasing Agent”)

Terms of Agreement

In consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

Article 1. Terms Incorporated

- (a) It is understood and agreed by and between the parties that the following documents are incorporated into and form part of the Agreement between RDNO and the Contractor:
- (i) PART I – INSTRUCTIONS TO PROPOSERS
 - (ii) PART II – TERMS OF REFERENCE
 - (iii) The Proposers’s submitted and accepted proposal
 - (iv) The Specifications and any schedules of quantities and prices and drawings thereto; and
 - (v) Any further details and instructions in explanation and in writing signed between the parties.
 - (vi) Any addenda issued amending the terms outlined herein

Article 2. Term

Any contract awarded as a result of this RFP will be for the duration of the specific project. This agreement can be terminated at any time at the sole discretion of the Regional District of North Okanagan.

Article 3. Scope of Project

- (a) The Purchasing Agent hereby agrees with RDNO to complete the Project on the terms and conditions of this Agreement.
- (b) The Purchasing Agent shall commence the work on the Project as outlined in the terms of reference upon receiving notice from RDNO of the acceptance of the Purchasing Agent's Proposal.

Article 4. Permits, Notices, Laws & Rules

- (a) The Purchasing Agent shall apply and pay for all necessary permits or licences required for the execution of the Project, including a valid Business Licence. The Purchasing Agent shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of public health. The Purchasing Agent shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

Article 5. Materials, Appliances, and Employees

- (a) Unless stipulated otherwise, the Purchasing Agent shall provide and pay for all material, transportation and other facilities for the execution of the Project.
- (b) The Purchasing Agent shall not enter into any dispute with, and shall maintain a courteous relationship with, the public while in the process of executing the Project.

Article 6. Force Majeure

- (a) The RDNO shall not be liable for any failure of or delay in performance of its obligations hereunder nor be deemed to be in breach of this Agreement if such failure or delay arises from abnormal circumstances, including any Event of Force Majeure, nor shall the RDNO be liable for costs and expenses arising by reason of abnormal circumstances, including any Event of Force Majeure.

Unless otherwise provided in this Agreement, a Force Majeure event will merely suspend the contractual obligations impaired or affected by such cause and suspend payment thereof and shall not bring this Agreement or any portion thereof to an end.

Article 7. Changes in the Work

- (a) RDNO, without invalidating the RFP, may make changes by altering, adding to, or deducting terms or items from the Project, and the consideration paid by RDNO to the Purchasing Agent shall be adjusted accordingly by agreement between the parties.

Article 8. Compliance with Workers Compensation Regulations

- (a) The Purchasing Agent shall ensure compliance on its part with the *Workers Compensation Act* and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.
- (b) In any case where pursuant to the provisions of the *Workers Compensation Act*, the Worker's Compensation Board orders the Purchasing Agent in respect of its operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion the conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, RDNO may cancel this Agreement on 24 hours written notice to the Purchasing Agent.

Article 9. Independent Contractor

- (a) The Purchasing Agent agrees that they are an independent Contractor and all persons employed by the Purchasing Agent to perform its obligations shall be the employees or servants of the Purchasing Agent and not of the RDNO.

Article 10. Protection of the Work Property and Public

- (a) The Purchasing Agent shall comply with all applicable laws, ordinances, rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

Article 11. Right to Terminate Contract

- (a) The RDNO may terminate the Agreement by giving (90) days' written notice at any time.
- (b) The RDNO reserves the right to terminate any contract awarded upon written notice should the Purchasing Agent become insolvent, file bankruptcy proceedings, abandon or discontinue its operation in whole or in part, or make assignment or purported assignment of any contract in effect without obtaining prior written consent.

- (c) In the event of termination for any reason, all statements, records, etc., as deemed necessary by the RDNO, will be audited and verified to determine what monies, if any, are owned by one party to the other.

Article 12. **Assignment**

- (a) The Purchasing Agent shall not assign the RFP or this Agreement or any part thereof or any benefit or interest therein or thereunder (otherwise than by a change in favour of the Purchasing Agent 's bankers of any monies due or to become due under this Agreement which assignment shall be notified to RDNO) without prior written consent of RDNO, which consent may be unreasonably withheld.

Article 13. **Indemnity**

- (a) The Purchasing Agent shall save and hold harmless RDNO, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Agreement, whether such claim shall be made by an employee of the Purchasing Agent, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a willful or negligent act or omission of the Purchasing Agent, its officers, servants, agents or employees, and at its own expense, the Purchasing Agent shall defend any and all such actions and pay all legal charges on a client-solicitor basis, costs and other expenses arising therefrom.
- (b) The Purchasing Agent shall ensure that RDNO, its officers and employees, are saved harmless from any liability whatsoever arising out of the performance or non performance of the Project by the Bidder or its subcontractors.

Article 14. **Insurance**

- (a) The Purchasing Agent shall maintain and keep in force during the term of this Agreement and until the date of the completion certificate of the Project, in a form satisfactory to RDNO, in its sole discretion:
- (i) Public Liability and Property Damage insurance against liabilities or damages in respect of damage to property arising out of the performance of the Project, in an amount no less than \$2,000,000.00;
 - (ii) a minimum of \$2,000,000 of Public Liability and Property Damage insurance shall be carried on all automotive equipment; and
 - (iii) owner and non-owned automobile insurance with respect to all motor vehicles

owned and/or operated by the Bidder in its work on the Project.

- (b) The Purchasing Agent shall at the time the proposal is approved, submit to RDNO one copy of the insurance policies required under this section and shall also provide to RDNO from time to time, as may be required satisfactory proof that such policies are still in full force and effect.

Article 15. Entire Agreement

- (a) This Agreement, including all schedules, appendices, and amendments hereto sets forth all of the covenants, promises, agreements, conditions, and understandings between RDNO and the Purchasing Agent, and there are no covenants, promises, agreements, conditions, or understandings either oral or written, between RDNO and the Purchasing Agent other than as are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon RDNO or the Purchasing Agent unless made in writing and signed by each of them.

Article 16. Governing Law

- (a) This Agreement shall be construed and governed in accordance with the laws of British Columbia and the Bidder hereby submits to the jurisdiction of the courts of British Columbia with respect to any action or proceeding brought by RDNO to enforce its rights hereunder.

Article 17. Time

- (a) Time is of the Essence in this Agreement.

Article 18. Successors and Assigns

- (a) This Agreement shall be binding upon and enure to the benefit of RDNO and the Purchasing Agent and their respective heirs, executors, administrators, successors, and permitted assigns.

Article 19. Joint and Several

- (a) In the event that the Bidder comprises one or more persons or entities, all grants, covenants, provisions, claims, rights, powers, obligations, privileges, and liabilities shall be construed as being joint as well as several.

Article 20. Gender

- (a) Wherever the singular or masculine is used throughout this Agreement, the same shall

be construed as meaning the plural or feminine or body corporate, as the context or case may be.

Article 21. **Communication**

- (a) The Contractor must consult on an ongoing basis and attend appropriate meetings with the RDNO.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date first written above.

REGIONAL DISTRICT OF NORTH OKANAGAN

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Insert appropriate execution block for Bidder:

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

