



# Request for Proposals

## Kitimat Outdoor Market Feasibility Study and Market Analysis

District of Kitimat RFP Number: 2024-23 Kitimat Outdoor Market Feasibility Study and Market Analysis  
Issue date: September 24, 2024

**Closing Time:** Proposals must be received **before 3:00 PM Pacific Time on: October 22, 2024**

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**DELIVERY OF PROPOSALS:** Proposals must be in English, must be submitted using one or more of the submission methods described below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

*Email Submission:* Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to **purchasing@kitimat.ca** in accordance with the instructions at Section 2.3 of this RFP.

*Hard Copy Submission:* Proponents may submit two hard copies of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**District of Kitimat, 270 City Centre, Kitimat BC, V8C 2H7, Attention: Ronald Rich**

Regardless of submission method, proposals must be received before Closing Time to be considered.

**A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.**

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**CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (please print): \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**CONTACT:** Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following persons who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**Ronald Rich, Purchasing Manager**  
206 Enterprise Avenue, Kitimat BC, V8C 2C8  
Email: rrich@kitimat.ca  
Ph: 250-632-8928

**Walsham Tenshak, Director of Economic Development & Communications**  
270 City Centre, Kitimat BC, V8C 2H7  
Email: wtenshak@kitimat.ca  
Ph: 250-632-8921

The cut-off for submitting any questions related to this RFP to the District Contact will be Friday October 18, 2024 at 3:00 PM. Questions received after this time may not be answered.

### **PROPOSERS' MEETING:**

A Proponents' meeting **will not** be held.

### **ENVIRONMENTAL CONSIDERATIONS FOR PROPOSAL DELIVERY:**

The District encourages Proponents to consider submitting an electronic proposal. If submitting in hard copy, the District encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type (e.g. Cerlox) rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re use), and/or be made of post-consumer recycled content.

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## 1 SUMMARY OF THE OPPORTUNITY

The District of Kitimat has identified the need for an outdoor market in the downtown core to increase local commercial activity, help home-based businesses transition into commercial spaces, and create a vibrant downtown. This project builds on earlier research into commercial revitalization and business support initiatives which birthed a pilot food truck hub in Kitimat. The goal of this project is to identify an optimal location and format for an outdoor market in downtown Kitimat through:

1. A feasibility study that reviews such factors as access, servicing, climate, regulation, and other relevant considerations; and
2. A market analysis that creates a business case for this investment in the community.

Once options have been prepared and a preferred site has been selected, preliminary designs will be created to help with visualization. Findings and design developed at this stage of the project will inform future detailed design and construction of the market.

### Outdoor Market Project Stages

- Step 1 (completed): Preliminary research on commercial revitalization and business support initiatives in Kitimat
- Step 2 (ongoing): Launch of pilot food truck hub and summer night market
- Step 3 (Current Stage Opportunity): Feasibility study and market analysis that facilitates site selection with preliminary site designs
- Step 4 (Future Stage): Detailed site designs and construction

The District of Kitimat invites proposals from agencies that have experience conducting feasibility studies and market analysis with site designs for an outdoor market in similar sized municipalities, including communities in northern and/or rural contexts. Demonstrated experience in site analysis, feasibility studies, market analysis and site design are an asset for this project. Funding for this project is provided through the Rural Economic Diversification Infrastructure Program.

Further details as to the scope of this opportunity and the requirements can be found in Sections 3, 4 and 5 of this RFP.

## 2 RFP PROCESS RULES

### 2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

**“Addenda”** means all additional information regarding this RFP including amendments to the RFP;

**“BC Bid”** means the BC Bid website located at [bcbid.gov.bc.ca](http://bcbid.gov.bc.ca);

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Time”** means the closing time and date for this RFP as set out on the cover page of this RFP;

**“Contract”** means the written agreement resulting from the RFP executed by the District and the successful Proponent;

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the District;

**“District Contact”** means the individual named as the contact person for the District in the RFP;

**“District”** means the District of Kitimat issuing this RFP;

**“must”**, or **“mandatory”** means a requirement that must be met in order for a proposal to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

**“proposal”** means a written response to the RFP that is submitted by a Proponent;

**“District”** means the District of Kitimat;

**“Request for Proposals”** or **“RFP”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the District by Addenda; and

**“should”**, **“may”** or **“weighted”** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

### 2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound.

### 2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions, the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The maximum size of each attachment must be 80 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);
  - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (multiple emails for the same opportunity) to reduce attachment file size to

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- be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
- (iv) For email proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the proposal if the District is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- d) The District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the District's System.
- f) While the District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the District Contact immediately to arrange for an alternative submission method if:
- (i) the Proponent's email proposal submission is rejected by the District Electronic Mail System; or
  - (ii) the Proponent does not receive an automated response email from the District confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the District's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the District before the Closing Time. The District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

## 2.4 Additional Information

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

## 2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

## 2.6 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time.

## 2.7 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

## 2.8 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

## 2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the District for purposes of clarification.

## 2.10 Conflict of Interest/No Lobbying

a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the District's opinion, give rise to an actual or potential

conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

## 2.11 Subcontractors

a) Unless the RFP states otherwise, the District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

b) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the District involved in preparation of the RFP, participating on the evaluation committee or in the

administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the District.

### **2.12 Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The District may consider and evaluate any proposals from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

### **2.13 Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the District on substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of the District, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### **2.14 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to the District within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

### **2.15 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the District.

### **2.16 Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **2.17 Limitation of Damages**

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### **2.18 Liability for Errors**

While the District has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.



### 2.19 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the District in any way to award a Contract.

### 2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### 2.21 Legal Entities

The District reserves the right in its sole discretion to:

- a) disqualify a proposal if the District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the District that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the District's satisfaction.

### 2.22 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;

- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the District, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

### 2.23 Ownership of Proposals

All proposals and other records submitted to the District in relation to the RFP become the property of the District and, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and the RFP, will be held in confidence.

### 2.24 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

### 2.25 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a proposal.

### 2.26 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

### 2.27 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the

laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the District with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District. Such written consents should specify that the personal information may be forwarded to the District for the purposes of responding to the RFP and used by the District for the purposes set out in the RFP. The District may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District.

### **2.28 Trade Agreements**

This RFP is covered by trade agreements between the District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement;
- b) New West Partnership Trade Agreement;
- c) World Trade Organization Government Procurement Agreement; and
- d) Canada-European Union Comprehensive Economic and Trade Agreement.

For more information, Proponents may contact the District Contact.

## 3 SITUATION/OVERVIEW

### 3.1 Background

Kitimat is a community of about 9,000 people located on the north coast of British Columbia. The community sits at the head of Douglas Channel next to Kitimat River and is located near Kitimaat Village, home to about half of the 1700 Haisla Nation members. Kitimat is located on the Haisla Nation traditional territory.

The mandate of the District of Kitimat is to facilitate the highest quality of community life for citizens of all ages and to provide the highest quality municipal services at the lowest possible cost.

Kitimat has historically been an industrial community; the District of Kitimat Council has put an emphasis on a diverse local economy in its current strategic plan. In 2023, the District Council approved a 5-year Economic Development Strategic Plan laying out its vision for the community. This plan highlights 5 initiatives for the community along with over 90 action initiatives. The plan ties into the Council's goal of creating vibrant public spaces, encouraging investment in commercial areas as well as the rejuvenation of the commercial areas, and ensuring adequate land is available for industrial and commercial use.

The objectives for the outdoor market include:

1. Provide a catalyst for downtown revitalization and expansion of affordable commercial spaces.
2. Expand the impact and benefits of the pilot food truck hub and the summer Friday Night Market.
3. Create a hub for a diversity of food and retail options.
4. Support small business entrepreneurship and improve visibility for home-based businesses.
5. Attract investment to the community and increase tourist visitation.

### 3.2 Scope

**The scope of work for the project is to provide the framework and outline for the proposal.**

#### Tasks

- Review previous plans and research including but not limited to:
  - The District of Kitimat Official Community Plan.
  - District of Kitimat Downtown Design Guidelines.
  - District of Kitimat Economic Development Strategic Plan.
  - The Engineering Designs for Shipping Container Roofing to suit Kitimat's Climate.
- Conduct analysis of select downtown locations with relevant District departments and identify constraints and opportunities to aid site selection.
- Review utilities and infrastructure capacities with Engineering staff and identify potential upgrades needed.
- Review climate, geotechnical and floodplain considerations.

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- Identify market opportunity for food trucks, home based businesses and small businesses who will use the outdoor market.
- Outline options for managing leasing the space and future economic impact (taxes, lease income and sales for vendors) to ensure the project is commercially viable.
- Engage with the Kitimat Chamber of Commerce for input on the Friday Night Market and other considerations for tourists and small businesses.
- Engage with the Haisla Nation and yáqʷa Development Corporation on opportunities for business development and inclusion of Haisla Art in the site design.
- Engage with stakeholders including relevant provincial agencies, neighbouring property owners, and the public.
- Preliminary site design laying out structured vendor spaces, food trucks and amenities with recommendations for type of materials to be used in construction given climate, market and other considerations.
- Prepare report outlining the process and recommendations of the feasibility study and market analysis as well as a preliminary site design.

### **The Feasibility Study, Market Assessment and Design should consider the following:**

- Maintenance cost for recommended structure design and opportunities for cost sharing with the Kitimat Chamber of Commerce.
- Waste management for market users (vendors and customers).
- Opportunities for year-round use of the market space and structures, such as for commercial spaces or for conversions to accommodate temporary affordable housing.

The final deliverable of this project shall be a written report prepared by the Respondent on the process and results of the feasibility study and market analysis with some preliminary site designs. The successful respondent will be expected to provide a report to Council at the midpoint and conclusion of the project.

## 4 CONTRACT TERMS AND CONDITIONS

### 4.1 Contract Term and Conditions

Proponents should review carefully the contract terms and conditions set out in Appendix A.

### 4.2 Project Due Date

The preferred completion date for this project is September 31, 2025. The proponent is to provide a detailed project schedule that outlines when each phase of work will be completed to demonstrate that the project can be scaled as needed and will be completed on time.

## 5 REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

### Proposals must include in order the following:

- A statement demonstrating an understanding of the work to be done.
- A description of the research approach, methodologies employed and ability to perform the work to completion within the project timeline.
- An outline of the workplan timetable and tasks to be undertaken with fees associated including travel and accommodation where necessary.
- Proposed fee and disbursement breakdown, with fee schedule indicating hours and budget per task.
- The name and resume of each team member, including any subcontractors, committed to the assignment.
- Three references who can speak to the ability of the Proponent to complete the proposed work.

### The proponent may also include:

- A sample of similar work conducted for a municipality
- Value-added elements to the proposal that exceed the minimum requirements as outlined.

The District may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the District's reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the District in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

## 6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7 EVALUATION

Evaluation of proposals will be by a committee formed by the District and may include employees and contractors of the District and other appropriate participants.

The District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

## 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

<b>Mandatory Criteria</b>
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either: (1) include a copy of the cover page that is signed by an authorized representative of the Proponent; or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

## 7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria:

<b>Weighted Criteria</b>	<b>Weight</b>
<b><u>Company Profile and Relevant Experience:</u></b> Brief overview of the Proponent's team and areas of expertise. Priority will be given to organizations with experience executing at least 3 similar projects over the last 10 years in communities of a similar size as the District of Kitimat or in a northern and/or rural context.	40
<b><u>Project Understanding, Approach and Methodology:</u></b> Provide a narrative that illustrates an understanding of the project requirements. A description of how the proponent would complete the Project Scope & Key Deliverables outlined in Section 3. Proponents are to include a detailed work plan demonstrating how the project objectives will be achieved and estimated timeline(s) for completion. Identify and outline key issues and how they might be addressed.	30
<b><u>Financial Proposal:</u></b> Proponents are to provide a financial estimate for this project (and all consulting costs) within the budget provided in Section 5.1. The budget should include details such as subcontractor costs, hourly rates and level of anticipated effort for each team member and other expenses such as travel, accommodation and stakeholder engagement.	15
<b><u>References:</u></b> Proponents must provide a minimum of 3 references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.	10
<b><u>Value-Added:</u></b> Provide information on what makes your firm innovative and your competitive advantages.	5
<b>TOTAL</b>	<b>100</b>

## **Appendix A - Contract Form**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the District on substantially the same terms and conditions as the attached sample Professional Services Agreement.



## **Appendix B – The District of Kitimat Official Community Plan**

## **Appendix C – District of Kitimat Downtown Design Guidelines**

## **Appendix D – District of Kitimat Economic Development Strategic Plan**

## **Appendix E – The Engineering Designs for Shipping Container Roofing to Suit Kitimat’s Climate**