



**KITIMAT**  
A Marvel of Nature and Industry

# District of Kitimat Request for Proposals

**Mobile Vendor Space Planning Project**

**RFP Number: EDO-2022-02**

**Issue Date:**

July 20, 2022

**Closing Date & Time:**

Proposals must be received via email on or before  
August 11, 2022 at 4:30 p.m.

**Enquiries:**

All inquiries must be directed in writing via email, stating  
“Mobile Vendor Space Business Case EDO-2022-02—Inquiry” to:

Email: [mhall@kitimat.ca](mailto:mhall@kitimat.ca)

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**Appendix A – Form of Proposal**

# 1.0 PROJECT SCOPE

## Introduction

The District of Kitimat is pursuing a third party consultant to produce a plan and rationale for the development of a mobile vendor space within the commercial centre of Kitimat. Developing a plan for a dedicated space for mobile vendors is an important way for the municipality to demonstrate commitment to commercial centre revitalization in our downtown core.

## Background

Commercial centre revitalization is a key priority for District of Kitimat Mayor and Council. A pilot 'Food Truck Plaza' has been set up in the Lower City Centre parking lot within the District since 2020, and since then, has been well-utilized. The Food Truck Plaza was intended to be a pilot program and the District is now able to move forward with planning activities for a more robust mobile vendors' space.

## Project Scope & Key Deliverables

The Mobile Vendor Space Plan will include:

1. An analysis of the benefits, costs, and risks for the creation of a public mobile vendors area in Lower City Centre Parking lot;
2. Community consultation, with the plan reporting on the results of this consultation;
3. Design and concept sketch for a public mobile food vendor plaza;
  - a. Evaluation of servicing requirements and estimated costs;
  - b. Evaluation of snow clearing and other maintenance requirements and estimated costs;
4. Recommendations for an appropriate fee structure for mobile vendors and other potential users;
5. An analysis of existing bylaws and planning documents to ensure that this plan aligns with existing planning work;
6. Other elements at the recommendation of the consultant.

## Schedule

The preferred completion date for this project is December 30, 2022. 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 completed on time.

## Price

The District's budget for the Project is \$40,000 excluding G.S.T. Proponents are to provide a detailed budget for the project, including but not limited to:

- Hourly rates for each team member
- Level of effort anticipated for each team member related to the tasks identified in the methodology
- Disbursements
- Total upset price

## 2.0 SUBMISSION REQUIREMENTS

### General Submission Requirements

In order to be compliant, the Proponent should submit a Proposal that addresses all of the documentation requirements of this RFP.

During the Evaluation Process, the District may require additional information or clarification by the Proponent.

Any Proposal that is not complete in any way, or that does not comply with all of the requirements of this RFP, may be subject to disqualification at the sole discretion of the District.

Proponents are requested to submit one (1) electronic copy of the Proposal in Adobe PDF format. Fonts should be a minimum of 11 point. Proposals may contain single or double-sided pages.

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.

Proponents must fill out and submit a completed Form of Proposal with their submission, found in **Appendix A**.

### Closing Date and Location

The Proposals must be delivered to the District no later than **August 11, 2022 at 4:30 p.m.** (Closing Time). Proposals are to be submitted to [purchasing@kitimat.ca](mailto:purchasing@kitimat.ca).

The Proponent must ensure that the submission is clearly marked ***“RFP – Mobile Vendor Space Planning Project”*** in the subject line of the e-mail. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time.

### Enquiries

All enquires and notices related to this RFP, including any requests for information and clarification, are to be directed to the Contact Person indicated below.

Contact Person: Maggie Hall  
Address: District of Kitimat  
270 City Centre  
Kitimat, BC, V8C 2H7

Email: [mhall@kitimat.ca](mailto:mhall@kitimat.ca)

Enquires and responses will be recorded and may be distributed to all Proponents at the discretion of the District. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

The deadline for enquires is **July 29, 2022 at 4:30 p.m.**

## 3.0 EVALUATION PROCESS AND CRITERIA

### Mandatory Criteria

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

- 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 the methods set out in Section 2.0 of this RFP
- The proposal must be signed by an authorized representative of the Proponent
- A completed and digitally signed Form of Proposal must be submitted

### Weighted Criteria

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

#### 1. Company Profile and Experience (5)

Brief overview of your organization highlighting services provided and areas of expertise. Include location of branches, background and company structure.

#### 2. Project Understanding (10)

Provide a narrative that illustrates an understanding of the project requirements. Identify and outline key issues and how they might be addressed.

#### 3. Relevant Project Experience (30)

Include a minimum of three (3) project examples that demonstrate experience related to the Example Project or projects of similar nature and complexity. Project examples should include the client, year completed, project title, project description, the public engagement strategy utilized (if applicable), project cost, and contact person.

#### 4. Approach & Methodology (30)

A description of the general approach and methodology the proponent would take to complete the Project Scope & Key Deliverables outlined in Section 1.0. Proponents are to include a detailed work plan demonstrating how the project objectives will be achieved.

Proposed deliverable(s) of the project and estimated timeline(s) for completion.

#### 5. Value-Added (5)

Provide information on what makes your firm innovative and your competitive advantages.

#### 6. References (5)

Proponents must provide a minimum of three (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 any subconsultants named in the proposal. References from the proponent’s own organization or from named subconsultants are not acceptable.

**7. Financial Proposal (15)**

The District’s budget for the Project is \$40,000 excluding G.S.T. Proponents are to provide a detailed budget for the project, including but not limited to:

- Hourly rates for each team member
- Level of effort anticipated for each team member related to the tasks identified in the methodology
- Disbursements
- Total upset price

**Evaluation Process**

All proposals will be opened and evaluated on its merits. Points (total maximum of 100 combined) will be assigned for each proposal submitted, based on the following point allocation:

Category	Weighting
Company Profile and Experience	5
Project Understanding	10
Relevant Project Experience	30
Approach and Methodology	30
Value Added	5
References	5
Financial Proposal	15
Total:	100

**Clarification & Rectification**

If a Proposal is determined to be unclear or deficient in some aspects but these deficiencies are capable of being clarified or remedied, the District may prepare a list of questions for the Proponent to provide the Proponent with an opportunity to clarify or remedy its Proposal. If these clarifications and amendments do not overcome the deficiencies, the District may, in its sole discretion, decide to reject the Proposal.

**Interviews**

The Evaluation Team may, at its discretion, invite the Proponents to appear before the Evaluation Team to present their Proposals. In such event, the Evaluation Team will be entitled to consider the information provided in the Proponent’s presentation in evaluating the Proposals.

**Disqualification**

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the District is not material, the District may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the District.

## **Final Evaluation**

Once the Preferred Proposal has been identified, the District may enter into discussions with that Proponent to clarify any outstanding issues and to identify and finalize those portions of the Proposal, including negotiation of any changes that will form part of the Consulting Agreement.

If discussions are unsuccessful, the District reserves the right to enter into discussions with the next highest rated Proponent or to decide not to accept any Proposals.

## **Debriefing**

At the conclusion of the Proposal evaluation process, all Proponents will be notified of the identity of the Preferred Proponent. Any unsuccessful Proponent may request a confidential debriefing with the District which shall be limited to a review and discussion of that Proponent's Proposal. If at any time during the debriefing the District determines the debriefing is no longer considered constructive or appropriate, the District may, in its sole discretion, terminate that meeting.

## **4.0 TERMS & CONDITIONS OF RFP**

### **4.1 Definitions**

Throughout this Request for Proposals, the following definitions apply:

- a) “Addenda” means all additional information regarding this RFP including amendments to the RFP;
- b) “BC Bid” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);
- c) “Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;
- d) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- e) “Contract” means the written agreement resulting from the RFP executed by the District and the successful Proponent;
- f) “Contractor” means the successful Proponent to the RFP who enters into a Contract with the District;
- g) “District” means the District of Kitimat;
- h) “must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration; [Author: search for the word “must” to ensure that it is only used for mandatory requirements]
- i) “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;
- j) “proposal” means a written response to the RFP that is submitted by a Proponent;
- k) “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;
- l) “should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the Request for Proposals; and

### **4.2 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.

The Proposal must include a Form of Proposal (Appendix A) 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.

### **4.3 Submission of Proposals**

Proposals must follow the submission requirements outlined in Section 2.0 of this RFP.

#### **4.4 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.

#### **4.5 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.

#### **4.6 Proposal Validity**

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

#### **4.7 Firm Pricing**

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

#### **4.8 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.

#### **4.9 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.

#### **4.10 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 Contact Person 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.

#### **4.11 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 Contact Person 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.

#### **4.12 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 government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

#### **4.13 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 B** 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.

#### **4.14 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.

#### **4.15 Debriefing**

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

#### **4.16 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.

#### **4.17 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.

#### **4.18 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.

#### **4.19 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.

#### **4.20 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.

#### **4.21 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.

#### **4.22 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.

#### **4.23 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. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

#### **4.24 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.

#### **4.25 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.

#### **4.26 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.

#### **4.27 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.

# APPENDIX A

## Form of Proposal

**Project:** Mobile Vendor Space Planning Project

**RFP Number:** EDO-2022-02

**From:**

\_\_\_\_\_  
Company name

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
Street address or postal box number, city/town, province, postal code

We, the undersigned, having read, understood and accepted the Request for Proposal Documents for the above-named Project, including Addendum Number(s) \_\_\_\_\_ to \_\_\_\_\_, hereby submit a non-binding Proposal for the Work, in accordance with the Request for Proposals.

**Further,** we declare that:

1. We have arrived at this Proposal without collusion with any competitor;
2. No member of the District of Kitimat Council and no other officer or employee of the District of Kitimat is, will be, or has become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in, or in the performance of the Contract, or in the supply, services, or business to which it relates, or in any portion of the profits thereof, or any of the money to be derived there from.

Signed and submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signing Officer's Signature

\_\_\_\_\_  
Title of Authorized Signing Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.