



**Contract 3228P**

**Consulting Services for the Development, Implementation and Support of a Job Order Contracting Program**

**1. Introduction**

The City of Richmond proposes to engage the services of a Consultant to develop, implement and support a Job Order Contracting Program.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

**2. Profile of the City of Richmond**

Richmond is a culturally diverse and geographically unique community centrally located on Canada's West Coast, in Metro Vancouver, 20 minutes from Downtown Vancouver, and 25 minutes from the US border.

Richmond has been experiencing growth and change with remarkable speed, transforming from a rural, local community to an international city with a balance of urban, sub-urban family, and rural areas. The continuing development of the City's downtown core, and the pending construction of Rapid Transit and an Olympic Speed Skating Oval on time for the 2010 Winter Games, ensures that Richmond's transformation is ongoing.

The City of Richmond is located on Canada's Pacific Coast in the province of British Columbia. Richmond is a unique island city, favourably located within the Metro Vancouver in close proximity to downtown Vancouver and the U.S. border. It is comprised of a series of islands nested in the mouth of the Fraser River with the coastal mountain range as a backdrop. The islands include Sea Island, most of Lulu Island, and fifteen smaller islands.

With a population of over 185,400 people, Richmond is a growing dynamic urban centre with a unique mix of residential, and commercial property, agricultural lands, industrial parks, waterways and natural areas. It lies where the River meets the ocean. The shores surrounding Richmond create an estuary border that provides habitat for fish and for migrating birds on the Pacific Flyway between the Arctic and South America.

The City of Richmond currently employs approximately 1700 staff.

### 3. Submission Details

Four (4) copies of proposals marked “**Consulting Services for the Development, Implementation and Support of a Job Order Contracting Program - Contract 3228P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until Wednesday, April 30<sup>th</sup>, 3:00 pm local time. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

### 4. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Sumita Dosanjh  
Buyer II - Contracting Specialist  
Purchasing Section  
City of Richmond

Telephone: 604-276-4097  
E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

3.2 Technical clarification shall be directed to:

Technical

Peter Jansen  
Building Maintenance Planner  
Facility Management, Eng & Pw  
City of Richmond

Telephone: 604-244-1236  
E-mail: pjansen@richmond.ca

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

## 5. Project Background

Currently the City of Richmond (the “City”) utilizes public procurement methods when necessary to accomplish repair, alteration, and minor new construction projects. The City is proposing to use Job Order Contracting (“JOC”) as a service procurement method.

JOC is an indefinite quantity type contract that would enable the City to accomplish repair, alteration, and minor new construction projects with a single competitively bid contract. JOC is based on a Unit Price Book (“UPB”) of pre-priced items. Contractors competitively bid an adjustment factor that is applied to the prices in the UPB. The contractor will be asked to perform a series of projects one after the other. The price for each project will be the pre-set unit prices multiplied by the quantity multiplied by the competitively bid adjustment factor.

The City expects that JOC will benefit its citizens by reducing overall project cost and shortening the project schedule.

## 6. Goals & Objectives

The City is seeking a Consultant with expertise in the development, implementation and support of JOC Programs. The main goal is to establish a JOC Program at the City that complies with the applicable laws and demonstrate through documentation that it saves time and money.

## 7. Project Scope

### Consultant Duties

In developing, implementing and supporting a JOC Program for the City, the Consultant

shall:

7.1 Work with Facilities, Purchasing, Legal and other City staff as necessary to develop the JOC Program. Program development shall include the review and assessment of the City's needs, the size of the program and the development of execution procedures that will be used to implement and administer the JOC Program.

7.2 Provide a full set of customized JOC documents including a City specific UPB, Technical Specifications and the Contractual Terms and Conditions.

7.2.1 The UPB shall contain individual construction tasks along with an associated unit price. Each unit price shall be based on the prevailing equipment, material and labor prices within the City of Richmond's geographical region. The use of factors to localize prices is not acceptable.

7.2.2 The Technical Specifications shall be prepared in conjunction with the UPB and, where available, City will be incorporated.

7.2.3 The contractual Terms and Conditions shall be prepared in conjunction with City.

7.3 Provide the City with complete technical and marketing support during the procurement phase. Qualified staff with extensive public sector procurement and private contracting experience shall provide this support. The Consultant will be required to organize and conduct pre-bid meetings with the intending bidders as well as make presentations in conjunction with the City.

7.4 Provide the City with a comprehensive Internet based JOC information management system. This system shall be compatible with the City's operating system for personal computers. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent City estimates, generating all project documentation, providing project scheduling, budgeting and cost control, cost comparisons against industry standard cost systems, and generating customized reports. The system shall be capable of incorporating current City forms and documentation.

7.4.1 Provide training to ensure that the JOC Program functions properly. As part of the proposal, the Consultant shall include its plans to develop specialized training courses that will involve all parties utilizing and administering the program. All aspects of the program are to be covered in the training. All training is to be "hands on" with functional use and individual performance as the objective.

7.4.2 Provide extensive follow-up technical support for the term of the contract. Expectations include assisting the City with program execution, troubleshooting,

implementation, and continuous system monitoring. This is critical to the success of the program.

## **8. City Provided Items**

The City will provide furnished office space for the Consultant, telephone service, Internet access, and access to copiers and facsimile machines.

## **9. Proposal Submissions**

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed description of your approach for providing services to develop, implement and support a JOC Program for the City.
- Enumerate the procedures and schedule you will use to develop, implement and support the JOC Program for the City.
- A description of the Consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.

- Provide a pricing methodology for the development, implementation and support of the JOC Program. This fee may be in the form of a lump sum or as a percent of the Job Orders issued through the JOC Program. This shall form the basis for payments to the successful proponent.
- Provide reference information for no less than five (5) government agencies for which your firm is currently providing comparable services. For each reference provided, include the agency name, contact person, telephone number, scope of services performed and amount of work completed through the JOC Program. Submission of a proposal by the Consultant hereby authorizes and requests each reference to furnish any information requested by the City of Richmond in verification of the references provided and for determining the quality and timeliness of providing the service.

#### **10. Working Agreement**

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

#### **11. Evaluation Criteria**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Project Deliverables
- Value for Money
- References
- Interview (if required)



**City of Richmond**  
Business & Financial Services Department

**Notice of No Bid**

**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.  
**3228P**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	



**This Agreement** dated the ☉ day of March, 2008, at the City of Richmond, in the Province of British Columbia

**Between:**

**City of Richmond**  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

(the "City")

**And:**

☉

(the "Consultant")

**Whereas:**

- A. The City is ☉ (the "Event or Project");
- B. The City requires a ☉ the Event or Project;
- C. The City issued a Request for Quotation ☉ for the supply and delivery of ☉;
- D. The Consultant is willing and prepared to deliver ☉;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

**1. Responsibilities and Duties**

1.1. The Consultant shall be responsible for the following as per Request for Quotation ☉/Proposal ☉ and the Consultant's submission dated ☉.

- a) ☉
- b) ☉
- c) ☉
- d) ☉
- e) ☉
- f) ☉

- g) ✖
- h) ✖

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

## 2. Compensation

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$✖ plus GST per ✖ for the duration of the term of this agreement, but total amount of payments not to exceed \$✖ plus GST.
- 2.2. Once per month, commencing no sooner than ✖, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ✖ (the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

## 3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following ✖ targets:
  - ✖
- 3.2. The Consultant agrees to comply with following project deadlines:
  - ✖
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating ✖ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

## 4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

**5. Independent Contractor**

5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

**6. Assignment And Subcontracting**

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

**7. Indemnity**

7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

**8. Insurance**

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
  - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

**9. Representation**

9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☺.

**10. Ownership of Products**

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

**11. Confidentiality**

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

**12. Related Companies**

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

**13. Term**

13.1. This agreement is valid for the period commencing ☼ and ending ☼ (the "Expiration Date"), or such later date as may be mutually agreed upon.

**14. Termination**

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

**15. Notices**

15.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

**16. Feminine/Masculine**

16.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

**17. General**

17.1. This Agreement may be amended upon mutual agreement of the parties in writing.

17.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

17.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

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Consultant

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City of Richmond