

City of Coquitlam

Request for Proposals
RFP No. 21-063

Consulting Services

Services and Space Study – Coquitlam Public Library

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[Appendix A - Consulting and Professional Services Agreement](#)

[PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFP Reference	RFP No. 21-063 Services and Space Study – Coquitlam Public Library
Overview of the Opportunity	The purpose of this RFP is to invite Proposals from qualified consulting firms with expertise in planning library service delivery models, as well as experience in civic facility planning, design and construction, public engagement and municipal financing for the delivery of a Services and Space Study in respect to the Coquitlam Public Library .
Closing Date and Time	2:00 pm local time Thursday, August 19, 2021
Instructions for Proposal Submission	Proposals are to be consolidated into one PDF file and uploaded electronically through Qfile, the City's file transfer service accessed at qfile.coquitlam.ca/bid <ol style="list-style-type: none"> In the "Subject Field" enter: RFP Number and Name Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.) Phone 604-927-3037 should assistance be required.
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam's website: http://www.coquitlam.ca/Bid-Opportunities Printing of RFP documents is the sole responsibility of the Proponents.
Instructions to Proponents	The guidelines for participation that will apply to this RFP are posted on the City's website: Instructions to Proponents
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca
Addenda	Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: http://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.
Terms and Conditions of Contract	The City's Consulting and Professional Services Agreement along with the City's Standard Terms and Conditions - Consulting and Professional Services will apply to any Contract awarded resulting from this RFP.

DEFINITIONS

The following words and terms, unless the context otherwise requires, in the Request for Proposal document shall have the meaning set out below:

“Contract” means City Consulting and Professional Services Agreement (attached as [Appendix A](#) to this RFP) incorporating the information contained in this RFP, The City’s, [Standard Terms and Conditions - Consulting and Professional Services](#) published on the City’s website, Proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services outlined in this Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“Price” means the amount that will be paid by the City to the Consultant for delivery and acceptance of goods and Services.

“Project Manager” means the City staff member appointed by the City who will act on its behalf with respect to duties and authorities as outlined in this RFP.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services” “Work” “Works” means and includes the provision by the successful Proponent of all services, duties, deliverables and expectations as further described in this RFP, unless the context otherwise requires, the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Consultant.

1 INTRODUCTION

1.1 Request for Proposals

The City is seeking Proposals from qualified consulting firms with expertise in planning library service delivery models, as well as experience in civic facility planning, design and construction, public engagement and municipal financing.

1.2 Introduction

Poised for Growth – The Need for this study

The Coquitlam Public Library (“CPL”) and City of Coquitlam (“City”) have shared mandates to deliver library services for this thriving community. The Coquitlam Public Library is established under and operates within the Library Act and is responsible for the provision of public library services in Coquitlam. The Library operates independently and is governed by a Board appointed by Council with one appointed Council Member for a one-year term and eight citizen appointees for two-year terms. The Parks, Recreation, Culture and Facilities Department is the lead department liaising with the Library and the City funds the CPL.

1.3 Purpose

The Library Services and Spaces Study (“the Study”) is necessary to guide planning for library services and facilities for the coming decades (20 years approximately) in order to be well positioned to capture opportunities for new spaces in the growth areas of the Northeast, City Centre and Southwest Communities, and to inform the finalization of the City’s Major Recreational and Cultural Facilities Road Map.

This is the first comprehensive Library Services and Spaces Study for Coquitlam and it is a partnership effort of the Coquitlam Public Library Board and the City, coordinated by the City. It will be rooted in the Coquitlam Public Library’s Strategic Plan and the City’s Parks, Recreation and Culture Master Plan.

1.4 Instructions for Participation

Proponents are advised that the rules for participation that will apply to this RFP are posted on the City’s website: [Instructions to Proponents](#)

By submission of a Proposal, the Proponent agrees and accepts the rules by which the bid process will be conducted.

1.5 Sub-Consultants

The use of sub-Consultants is acceptable providing they are fully identified in the Proposal and realize the conditions of this document will apply to all Consultants named. Joint submissions must identify a prime Proponent who assumes responsibility for the Proposal as well as for the professional standards, actions and performance for all Proponents, if awarded the work.

1.6 Evaluation Criteria

Proposals will be evaluated to determine the Proposal that is most advantageous to the City, using the following criteria. This list is not intended to be exhaustive and is not ranked in order of preference or priority.

Corporate (40 points)

- Project Understanding - Comprehensive understanding of the project objectives, outcomes and vision; major issues and opportunities presented in the Proposal;
- Project Team - description and role of Consultant team members and any sub-Consultants; Experience and Qualifications of team members;
- Qualifications, Experience and References - provide examples of similar successful projects, project dates, client names and contact information, description of team members role in each project

Technical (40 points)

- Proposed methodology, work plan and approach, including breakdown of tasks necessary to complete the project;
- Availability and time schedule;

Financial and Value Added Benefits (20 points)

- Price Schedule - Fee matrix with hourly rates and charges by level of effort (hours) associated to task and total lump sum fee including disbursements (exclude GST);
- Value Added Benefits to the City - Describe your competitive advantage, value added services and benefits that would be provided to the City.

The evaluation team will review the Proposals and rank them based on the evaluation criteria outlined above. The City reserves the right to consider other criteria that may become evident during the evaluation process to obtain best value. Proposals will be evaluated in comparison to others.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal. The City may at its discretion, interview one or more Proponents or request demonstrations, clarifications or additional information from a Proponent with respect to any Proposal. The City may use that information to score the evaluation.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The evaluation will be confidential and no prices or scores will be released to any of the Proponents.

By submission of a Proposal, Proponents agree the City may disclose the name of the Proponent and value of the awarded Contract.

1.7 Eligibility

For eligibility, as a condition of award, the successful Proponent company would be required to meet or provide the equivalent:

- Professional and Commercial General Liability (CGL) insurance coverage as outlined on the City's [Certificate of Insurance - Consultant Form](#)
- Enter into Contract with the City as provided in **Appendix A – City of Coquitlam Consulting and Professional Services Agreement**, the City's Consulting and Professional Services Agreement.
- Accept the City's standard Terms and Conditions posted on the City's website: [Standard Terms and Conditions - Consulting and Professional Services \(PDF\)](#)
- May be required to obtain a City of Coquitlam or Tri Cities Intermunicipal Business License: [Business License](#)

These items are not required as part of this RFP Submission but will be required prior to entering into an agreement with the City for Services

2 GENERAL CONDITIONS

2.1 Terms and Conditions

The City's [Standard Terms and Conditions - Consulting and Professional Services \(PDF\)](#), as published on the City's website, the Conditions listed below, the Request for Proposals Documents, Appendices, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the City's [Appendix A – Consulting and Professional Services Agreement](#)) and City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based, the totality of which will constitute the Contract.

2.2 Intellectual Property Rights

The Contract establishes the City as the owner of the “Instruments of Service” in connection with this Project.

The Consultant will remain owner of all Instruments of Service but the City will become the owner of the immediate plans, concepts, calculations, etc. and other materials requested and provided as defined as deliverables under this RFP.

3 SCOPE OF SERVICES

3.1 Purpose

The Library Services and Spaces Study (“the Study”) is necessary to guide planning for library services and facilities for the coming decades (20 years approximately) in order to be well positioned to capture opportunities for new spaces in the growth areas of the Northeast, City Centre and Southwest Communities, and to inform the finalization of the City’s Major Recreational and Cultural Facilities Road Map.

This is the first comprehensive Library Services and Spaces Study for Coquitlam and it is a partnership effort of the Coquitlam Public Library Board and the City, coordinated by the City. It will be rooted in the Coquitlam Public Library’s Strategic Plan and the City’s Parks, Recreation and Culture Master Plan.

This Study is not intended to provide an in-depth analysis or assessment of the existing programs and services; however, it is intended to recognize and define what core services are now, what are enhanced services, and where services are best provided by the library, or in cooperation with others as applicable. The study should consider any current service gaps and where library services are headed in the future. Another factor to consider is the future role of online services and technology. All of these need to be considered in the context of community need, projected population growth, changing demographics and expectations, and affordability of the construction of new and/or renewed facilities.

3.2 Scope of Engagement

The Consultant will facilitate a process culminating in a written and graphic report and presentation materials which will consist of:

- a) Existing State Analysis – Presently, the Library reaches Coquitlam’s >150,000 residents (based on the 2016 Census population and A Stats estimates for 2019) through an online presence, physical city-owned spaces at Poirier (24,650 sq.ft.) and City Centre (34,500 sq.ft.), and through the Library Link’s mobile services. Library services are available and accessible across the region to varying degrees. The existing state review will consider both the Tri-Cities and Regional context.

The library currently offers a range of programs and services such as:

- Physical Collections for all ages and demographics
- Digital Collections for all ages and demographics including streaming and database resources
- Lifelong learning and literacy in all its forms
- Free Wi-Fi, bandwidth, computer stations, lendable laptops and computer labs with publicly accessible software
- Access to virtual learning platforms for academic, creative, and recreational discovery
- EAL/ESL programs and services, virtually, physically and through partnerships

- Technology and Digital Learning, print and document services, including 3D printing and virtual reality stations at the Innovation Hub at City Centre
 - Family technology lending including a variety of robots, telescopes, binoculars and technology learning tools for all ages
 - Local History Space including digitization, scanning and conversion tools for the digital conversion for VHS, CD, photographs, negatives, and a variety of other old media.
 - Events and Programs for Youth, Children, Adults
 - Study rooms and meeting rooms
 - Other programs including reading buddies, homework help
 - Branch Operations including two full service branches and a limited service mobile branch, all-encompassing a popular level of collections
- b) Public and Stakeholder Engagement – expectations for this study is to take the information collected in these completed processes and tailor a customized approach for community and stakeholder engagement. The City’s public engagement framework is rooted in the International Association for Public Participation (IAP2) spectrum of public participation and an “Involve” level of engagement is suggested here. The goal will be to include at a minimum:
- Community wide public survey
 - Information sessions (3) with a broad group of library and City staff
 - (6) focus group meetings and presentations to seniors, youth, parent groups, and service agencies for people with disabilities, immigrants, and the homeless
 - at least 3 Council Committee meetings
 - A project web page, information and discussion guides, including offerings in 4 different languages (English, Chinese, Korean, and Farsi) to ensure a diversity of input
- c) Community Needs and Core Values including Diversity, Access, Equity and Inclusion - Future library services and spaces need to consider the following:
- Population growth in the Tri-Cities context with a focus on growth areas;
 - Diversity, equity, access and inclusion principles
 - Current and future potential library provision ratios, including discussion of square feet per capita ratios or others. (We note that square foot ratios are often utilized by municipal/regional governments and that Coquitlam currently has ~0.36 - 0.40 square foot per capita of library space, which is comparable to Burnaby, Richmond, and Surrey [who has plans to expand] but is behind North Vancouver and Vancouver [who recently updated their Strategy]);
 - Various delivery models – Central reference libraries, spoke and hub system, centres of excellence, City/ Community/Neighborhood branch scales and

spaces, and non-traditional spaces and facilities - both fixed and mobile - and possible scenarios for Coquitlam;

The Study should discuss how the aforementioned services and programs are shifting and/or evolving, which need to be sustained, and what are the accompanying space needs. In this we will also need to determine which services should be emphasized in which geographical locations and what are their corresponding space needs, so that we can continue to serve the whole community equitably. Considerations for diversity, equity, access and inclusion are paramount in this analysis.

d) Future Libraries – Innovations and Precedents - the City's Parks, Recreation and Culture Master Plan notes that libraries are:

- Evolving and increasingly becoming community destinations and attractive public spaces with welcoming, enjoyable atmospheres and having an increased focus on people and less on collections space; this includes the need for multi-purpose space, and supporting multiple ways of learning, collaborating, and connecting;
- Increasingly seen as a “third space”, an essential venue, like home or work/school;
- Providing critical supports to the self-employed, under-employed, students, the public and valued for a comfortable, free, inclusive and welcoming environment;
- Entrances that consider the various demographics and literacy levels of customers coming into the Library, open inviting, non-intimidating
- Playing a role as community hub to serve groups of collective citizens/individuals;
- Providing information on health, education, government and other local services;
- Flexible spaces that can be reconfigured for changing needs;
- Including multi-use spaces with modular fixtures and ergonomic furniture, wide and uncluttered aisle ways with lower shelving, “open” interiors to accommodate changing technologies;
- Increasing use of technology by patrons and operations
- Seeing an increased need for virtual libraries along with physical library space
- Designed to be noticed as a symbol of community pride/civic landmark
- Considers historic place of first nations and incorporates such into spaces
- Desiring to locate libraries within attractive buildings in prominent, central locations that are easily accessible by foot, bike, transit and vehicle
- Designing spaces to serve and inspire people of diverse abilities and backgrounds

Coquitlam Public Library has, to the best of its ability, embraced new design elements that incorporate many of these amenities, including welcoming atmospheres,

attractive decor, meeting rooms and designated areas for different age groups in its existing buildings. This Study will capture how local, national and international libraries are evolving and consider the scale of Coquitlam in a review of applicable precedents to support imagining the future of Coquitlam's libraries. The consultant team is expected to provide up to a dozen relevant examples of specific library facilities for consideration; these should include size and cost information, and also consider that the City wishes to optimize City owned buildings and spaces.

The Study should also consider the impact of the following on library service provision:

- City-owned versus leased space
 - Stand-alone versus co-located space
 - Access to indoor/outdoor space
 - Building access via street frontage, parking, public transit
- e) Partnership Opportunities - The 2019-2021 Library Strategic Plan has an objective to develop and deepen community partnerships. This Study should outline Coquitlam's best opportunities including but not limited to co-location of libraries with other related facilities, ideas for leveraging storefronts, rezoning and high density development opportunities.
- This Study should recognize the growing demand within the Tri-Cities for rental space for meetings and gatherings, study space, family gathering space, conference/convention/event space, and learning opportunities for new and emerging technologies.
- f) Future Facility Provision Plan (includes Capital/Operating Budget projections) – The Study should not only consider the aforementioned topics but also propose options for future library provision scenarios that include the key directions for library services and programs and the space and facilities needed to support these, including potential capital and operating costs.

3.3 Schedule and Meetings

The Consultant is responsible for their availability and ability to meet time schedule and completion date. Proponents are to confirm they will meet the City's expectations with a written acknowledgement of the ability to deliver the required Services to the City given the Proponents' existing workload and future commitments.

The goal for this project is to ensure key findings are available early in 2022 to share with Council and to inform priority city projects like the Northeast Community Centre plans. The project should complete in the summer of 2022 as outlined below:

Target Date	Milestone
June 2021	Review Terms of Reference with City Council and Library Board
July 2021	Issue Request for Proposals
September 2021	Review and Award Consultant Contract

September 2021	Consultant Orientation and Study Begins
November 2021	Public Engagement
January 2022	Consultant Submits Draft Report
February 2022	Key Findings Report to City Council and Library Board
April 2022	Share Key Findings in Public Engagement
June 2022	Prepare Final Report
Summer 2022	Final Report – Seek Council and Library Board Approvals

3.4 Consulting Prerequisites

The Consultant's team should be led by a library planning professional and/or registered professional planner supported by a multi-disciplinary team with expertise in planning library service delivery models, as well as experience in civic facility planning, design and construction, public engagement and municipal financing.

3.5 Project Organization and Management

The Consultant will work with staff from the City, including possible in-person update meetings as required.

The City will determine a Project Manager. The Project Manager will solicit feedback from key staff at each phase of project development and may involve a small group of additional staff in meetings with the Consultant. It is intended that the Consultant work collaboratively with the Project Manager and other City staff, as required, throughout the process.

The Consultant will be responsible for recording all meeting minutes, including significant proceedings and decisions, identifying 'action by' parties, and will reproduce and distribute copies of minutes within two (2) working days after each meeting. The Consultant will transmit the meeting minutes to meeting participants including those who were not in attendance.

The Consultant will lead and otherwise be responsible for all elements of the Services, including reporting at key milestones, timely communications with the City's Project Manager on emerging project issues, and maintaining complete documentation (i.e. minutes, presentations) from internal and external meetings.

3.6 Documents

The Consultant will provide original documents and transfer final digital files to the City. The format of the digital files will be compatible with the City's versions of MS Suite and PDF's. Digital file transfer is to be electronically through the City's file transfer portal and email to City staff.

3.7 Fee Schedule and Cost of Services

- a) Proponents to submit with their Proposal, a **Schedule of Fees and Effort**, for all of the Services outlining level of effort by each team member, including hourly rates and

total lump sum pricing. The hourly rates will be used to value additional services if required. The fee schedule should show the maximum upset limits that the Consulting Team will not exceed unless the City's Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP.

- b) The Proponent shall include in the fee schedule all sub Consultant fees and all Consulting Team disbursements.
- c) The Proponent shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.
- d) The successful Consultant will not be able to claim any additional cost as a result of changes to the Schedule or order of works. This condition shall be in effect for the duration of the project.

The 'Consulting Services Price Total' will form the budget for the full scope of the Services, including all details and deliverables specified in this RFP.

The Price total includes business administration services, disbursements, costs, charges, expenses, of any sort (excluding GST) for the Consultant to complete the Project to the City's standards in accordance with the work schedule provided in this RFP.

Appendix A

Contract No. 21-063

Services and Space Study – Coquitlam Public Library

Consulting and Professional Services Agreement

Section 0100	Pages 2 – 4
Section 01200	Page 5
Section 01400	Pages 6 - 15

exceed "Insert Contract Value: (\$XX,XXX.XX)" excluding GST, including expenses, for the Services to be provided as outlined in Section 01200 Schedule of Fees, Rates and Charges.

- 3.2 Where progress payments are required the Consultant shall be paid on the basis of monthly progress billings for services performed and invoices approved by the City, all in accordance with Clause 18 of Section 01400.
- 3.3 The Agreement amount stated in Clause 3.1 does not include any applicable taxes, which are to be shown separately on all invoices submitted by the Consultant.

4.0 Time of The Essence:

- 4.1 Time shall be of the essence in the performance of the Services.

5.0 Entire Agreement:

- 5.1 When duly executed by authorized officers of both parties, this Agreement constitutes the entire Consulting and Professional Services Agreement between the parties with respect to the subject matter hereof.

6.0 Amendment:

- 6.1 The Contract Documents shall not be amended except as specifically agreed to in writing by both the City and the Consultant.

7.0 Contract Administrator:

- 7.1 For the purposes of this Agreement, the City designates as its Contract Administrator:

Name
Title
City of Coquitlam
3000 Guildford Way, Coquitlam, BC V3B 7N2
T: 604-927-XXXX E: email@coquitlam.ca

- 7.2 For the purposes of this Agreement, the Consultant designates as its Contract Administrator:

Contract Administrator Contact
Title
Company name
Addresst
T: E:

8.0 Inurement:

- 8.1 This Agreement shall inure to the benefit of and be binding upon the City and the Consultant and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

AGREED:

SIGNED on behalf of the City:

Authorized Signatory

Name & Title

Date

Authorized Signatory

Name & Title

Date

SIGNED on behalf of the Consultant:

Authorized Signatory

Name & Title

Date

Authorized Signatory

Name & Title

Date

1.0 Scope of Services:

Refer to RFP 21-063 Consulting Services for the Services and Space Study – Coquitlam Public Library issued XX, XX, XXXX

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP 21-063 Consulting Services for the Services and Space Study – Coquitlam Public Library issued XX, XX, XXXX and “Proponent’s Name” Proposal dated XX, XX, XXXX

3.0 Consultant Project Team:

Refer to “Proponent’s Name” Proposal dated XX, XX, XXXX.

4.0 Consulting Fee & Rates:

Refer to “Proponent’s Name” Proposal dated XX, XX, XXXX.

1.0 DEFINITIONS:

In this Agreement

- 1.1 “Agreement” means the agreement set out in Section 01000.
- 1.2 “Contract Administrator” has the meaning in Section 01000 Clause 7.0.
- 1.3 “Services” has the meaning set out in Section 01000 Clause 2.1, and
- 1.4 “Subcontractors” means the independent consultants, associates and subcontractors retained by the Consultant to assist in the performance of the Services.

2.0 ASSIGNMENT:

- 2.1 The Consultant shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the City.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

- 3.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by consultants experienced in providing such Services. The Consultant acknowledges that its qualifications and experience were a major factor in the selection of the Consultant for the work set out in this Agreement.
- 3.2 Without limiting any other remedy which the City may have, the Consultant at its sole cost upon written request of the City shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Consultant shall do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly rectified or performed in accordance with the terms of this Agreement.
- 3.3 The Consultant shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

4.0 CONFIDENTIALITY:

- 4.1 **Definition of Confidential Information.** In this Agreement, “Confidential Information” means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.
- 4.2 **Obligation of Confidentiality.** It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other

party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Clause 4.3 and 4.4, each party agrees:

- (a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees, or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and
- (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.

4.3 **Freedom of Information and Protection of Privacy Act.** The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the City under this Agreement may be subject to disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").

4.4 **Designation of Confidential Information.** The Consultant acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the City fits within Section 21 of the Act, the Consultant must specifically advise the City and request the City not to disclose that information.

4.5 **Return of Confidential Information.** Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Consultant required by the City to make use of any work product under this Agreement.

5.0 CITY'S RESPONSIBILITIES:

5.1 The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.

6.0 INDEMNITY:

6.1 Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its Sub-consultant(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

- 6.2 The terms and conditions of Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.
- 6.3 The indemnity provided in Clause 6.1 by the Consultant to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

7.0 NO WAIVER:

- 7.1 No action or failure to act by the City shall constitute a waiver of any right or duty under the Agreement, or constitute an approval or acquiescence in any breach there under, except as may be specifically agreed in writing by the City.

8.0 CONSULTANT STATUS:

- 8.1 This is an agreement for the performance of Services and the Consultant is engaged under the Agreement as an independent Consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant's personnel is engaged by the Agreement as an employee, servant or agent of the City.
- 8.2 It is understood and agreed that the Consultant will act as an independent consultant and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

- 9.1 **Title.** The title, property rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the City without any payment by the City therefor.
- 9.2 **Patent and Copyright.** The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the City without any payment by the City therefor.
- 9.3 **Further Assurances.** The Consultant shall upon request by the City, do all such things and execute and deliver to the City all such documents and instruments as the City shall reasonably require in order to vest title, property rights and ownership in the City as provided in Clause 9.1 and 9.2 and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the City's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.
- 9.4 The City will not sell or transfer those rights without Consultant permission

10. NOTICES:

- 10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified in Clause 7 of the Form of Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:

11.1 Workers' Compensation Board (WCB) Requirements

- 11.1.1 The Consultant agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City shall have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.
- 11.1.2 The Consultant shall provide the City with their Workers' Compensation Board registration number and a "Clearance Letter" from WorkSafeBC confirming that they are registered and in good standing with the Workers' Compensation Board and that all assessments have been paid to the date.
- 11.1.3 The Consultant shall indemnify the City and hold them harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

11.2 Insurance to be provided by the Consultant

- 11.2.1 The Consultant shall provide, maintain and pay for the following insurance:

(a) Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than **\$2,000,000**. per occurrence, indicating that the City is an additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the City will receive 30 days' notice of cancellation or of any material change in coverage that will reduce the extent of coverage provided to the City. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the City.

(b) Automobile Liability Insurance

Automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

(c) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than **\$500,000.** per claim and **\$1,000,000.** Aggregate for each loss. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

(d) Consultant Equipment Insurance

"All risks" equipment insurance covering owned and non-owned machinery and equipment used by the Consultant for the performance of the Services to its full replacement value.

11.2.2 Prior to commencing any work the Consultant shall provide to the City certificates of insurance that shall include a provision that such insurance shall not be cancelled or modified without at least 30 days' written notice to the City.

11.3 City of Coquitlam Business Licence

11.3.1 Where the head office of the Consultant is located within the City of Coquitlam and/or where the Consultant is required to perform any work at a site within the City of Coquitlam, the Consultant shall have a valid City of Coquitlam business license throughout the duration of the Agreement.

12.0 DELAY IN PERFORMANCE:

12.1 Neither the City nor the Consultant shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the City or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

13.0 SEVERABILITY:

- 13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

14.0 CONFLICT OF INTEREST:

- 14.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of the Agreement, the Consultant shall declare it immediately in writing to the City. If the Consultant does declare a conflict of interest the City may direct the Consultant to resolve the conflict of interest to the City's satisfaction and the Consultant shall do so.

15.0 GOVERNING LAW:

- 15.1 The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Clause 16, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

16.0 DISPUTE RESOLUTION:

- 16.1 All claims, disputes or issues in dispute between the City and the Consultant shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.
- 16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
- 16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.
- 16.4 The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Consultant.

17.0 TERMINATION:

Termination for Default

- 17.1 The City may terminate the Agreement if the Consultant at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the City giving written notice thereof.
- 17.2 The City may terminate the Agreement in whole or in part in writing if the Consultant defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the City acting reasonably deems it impractical, the Consultant shall be entitled to cure the default within 10 days of receipt of written notice from the City. Failure to cure the default within the 10-day period or as mutually extended by agreement between the City and the Consultant, shall entitle the City to terminate this Agreement immediately.
- 17.3 If the City terminates the Agreement under Clause 17.1 or 17.2, upon receipt of written notice of termination, the Consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

- 17.4 Notwithstanding the provision of Clause 17.1 or 17.2, the City shall be entitled at any time during the Agreement to terminate this Agreement upon thirty (30) days written notice to the Consultant. Upon receipt of written notice of termination, the consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.
- 17.5 Upon termination under Clause 17.4, the City shall pay to the Consultant in accordance with Section 01200 for the Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Consultant as a result of the termination. The Consultant may not claim loss of profit on the balance of the Services not fulfilled because of the termination.

18.0 PAYMENT:

- 18.1 Consultant is required to forward to the City's Project Manager a draft copy of the invoice for review **five (5) business days prior** to formal submission to the City.
- 18.2 The Consultant shall submit invoices to the City sent by email to: apinvoices@coquitlam.ca for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. GST is to be shown as a separate item.
- 18.3 All Fee (Lump Sum) invoices are to be accompanied by a cost status breakdown showing information regarding percentage complete and percentage invoiced, all with associated costs. Invoices not containing the summary cost status will not be processed until the information is provided.

- 18.4 The invoice submitted for each billing period shall be clearly itemized to show the PO number, amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Consultant shall also provide to the City upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the City shall request.
- 18.5 Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager outlined above and in accordance with the fee schedule.
- 18.6 Except for the amounts which the City in good faith is disputing and except for any set off which the City may claim and except for invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence under Clause 18.2, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 18.7 The Consultant shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.
- 18.8 The Consultant will not be able to claim any additional cost as a result any delays caused by the consultants. The consultant shall be entitled to extra fees as result of changes to the scope by the owner or an extension to the schedule caused by owner or contractor.
- 18.9 Payments made to the Consultant shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.
- 19.0 SUBCONTRACTORS:**
- 19.1 The Consultant may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The City may request a copy of Terms and Conditions entered into by the Consultant with any subcontractor and the Consultant shall comply. The Consultant shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.
- 19.2 Disbursements for which the Consultant shall not be reimbursed and shall be included as the design fee total for professional services include:
- .1 Drafting (AutoCAD, manual, supplies);
 - .2 Clerical support
 - .3 Computer Use;
 - .4 Courier and freight charges
 - .5 Telecommunications
 - .6 Travel (mileage, transportation, parking, vehicle, taxi, accommodation, meals);

- .7 Copying and Reprographics (Consultant's in-house drawings reproduction, review drawings and specifications, reports for sub-consultants' review);

20.0 EXTRA WORK:

- 20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

21.0 WORK AND SERVICES OMITTED:

- 21.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.
- 21.2 The Consultant must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Consultant fees exceed the original proposed purchase order amount. In this situation the Consultant will be requested to submit scope of work change alternatives to meet the budget.
- 21.3 A separate schedule of values is required as supporting documentation to the invoice for all additional services.
- 21.4 Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

22.0 WORK AND SERVICES OMITTED:

- 22.1 Upon receipt of written direction from the City, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the City for loss associated with any omitted Services.

23.0 WITHHOLDING OF PAYMENTS

- 23.1 The City may withhold payment to the Consultant as necessary to protect the City relating to unsatisfactory performance or quality of work;
- 23.2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.
- 23.3 The withholding of any payment shall not affect the Consultant's obligation to continue performance of work.

24.0 THIRD PARTY RIGHTS:

- 24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

25.0 LIMITATION OF LIABILITY:

- 25.1 In no event will the City be liable to the Consultant for any incidental, indirect, special or consequential damages arising out of, or in connection with this Contract.

26.0 CHANGES TO SCOPE OF SERVICES:

- 26.1 The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in Clause 3.0 (Agreement Amount) of Section 01000 (FORM OF AGREEMENT) as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work, the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

27.0 NON-RESIDENT WITHHOLDING TAX:

- 27.1 If the Consultant is, at any time, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Revenue Agency, Taxation sums not greater than the greater of:
- 27.1.1 Fifteen percent (15%) of all monies payable under this Agreement; and
 - 27.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.
- 27.2 The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Contractor.
- 27.3 Exemption from this withholding tax is available in some circumstances, but the Consultant must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days prior to commencing services for a "Certificate of Exemption".

28.0 ADVERTISEMENT:

- 28.1 The Consultant will not advertise its relationship with the City without prior written authorization from the City.



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 21-063

Services and Space Study – Coquitlam Public Library

Proposals will be received on or before 2:00 pm local time on:

Thursday, August 19, 2021
(Closing Date and Time)

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

- 1. In the "Subject Field" enter:** RFP Number and Name
- 2. Add files in .pdf format and Send**
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete.)

Proponents are to allow ample time to complete the Proposal Submission process.
If assistance is required phone 604-927-3037.

Proposal Submission Form

Complete and return this section

Submitted by: _____
(company name)

1. PROJECT UNDERSTANDING

Provide a detailed narrative as to the Proponent's understanding of the project objectives, outcomes and vision, identifying major issues and opportunities presented in this RFP:

--

2. CAPABILITIES AND CAPACITY

Proponent is to provide a narrative as to their experience and capabilities in delivering goods and Services similar to those requested in this RFP:

--

3. KEY PERSONNEL

Provide information on the Key personnel that would be utilized on the project.

Key Personnel	Tasks	Relevant Experience	Qualifications

4. SUB –CONSULTANTS

Provide information on the sub-consultants that would be utilized on the project.

Sub-Consultant	Tasks	Relevant Experience	Qualifications

5. RECENT EXPERIENCE AND REFERENCES

Contacts referenced should identify recent projects similar in size, scope and complexity. By submitting a Proposal, Proponents authorize the City to verify information provided and success on these projects.

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Proponent Team Members Involved on this Project	

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Proponent Team Members Involved on this Project	

6. METHODOLOGY AND APPROACH

Provide details as to how your organization would approach this project and engage with the City including methodology, work plan and approach. Include a breakdown of tasks necessary to complete the project. Identify any challenges you anticipate in this project and how you propose to mitigate them.

--

7. VALUE ADDED

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

--

8. SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

8.1 Sustainable Benefits

Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practises and environment responsibility in providing the services that would benefit the City:

8.2 Social Responsibility

a) What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:

b) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

9. SCHEDULE OF FEES AND EFFORT

The fee schedule shall show an appropriate level of hours/effort for each of the project components, broken down by the Proponent's team member(s) assigned to each component. The fee schedule shall show the maximum upset limits that the 'Consulting Team' will not exceed unless the City Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP. Proponent is to Include any additional "Optional Services" or costs not accounted for in the fee schedule as part of the Proposal submission.

The successful Proponent will not be able to claim any additional cost as a result of changes to the schedule or order of works or for project delays.

ITEM NO.	COMPONENT	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM) (exclude GST)
a)					
b)					
c)					
d)					
e)					
f)					
TOTAL LUMP SUM PRICE (exclude GST)					\$

10. PROPOSED WORK SCHEDULE AND MILESTONE DATES

The City has included a proposed work schedule along with milestone dates within this RFP. The work schedule will be an important part of the evaluation process. Proponent is to state if they are able to meet these dates or provide an alternate schedule for consideration:

The Proponent is able to meet Proposed Work Schedule YES ☐ NO ☐

If NO, please provide explanation and alternate schedule for consideration.

--

11. CONFLICT OF INTEREST DECLARATION

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

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12. ADDENDA

We acknowledge the receipt of the following Addenda related to this Request for Proposal and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued

13. AUTHORIZATION

We hereby submit our Proposal for the services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, applicable to this RFP:

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact: Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print) Signature:	
Date:	

The signature is an authorized person of the organization and declares the statements made in their Proposal submission are true and accurate. For the purpose of this RFP, electronic signatures will be accepted.