



REQUEST FOR PROPOSALS

RFP-2017-06

District of Summerland Arts & Cultural Centre Renovation Plan

Issue Date: November 15, 2017

Two (2) complete printed copy and one (1) complete electronic copy of a Proposal in an envelope plainly marked "RFP-2017-06 District of Summerland Arts & Cultural Centre Renovation Plan" may be hand delivered, couriered or mailed and must be received prior to the Closing Date and Time. Fax or e-mailed copies will not be accepted.

RFP Closing Time: 2:00 pm local time

RFP Closing Date: Friday, December 15, 2017

**Delivered to: District of Summerland
Box 159
13211 Henry Avenue
Summerland, BC V0H 1Z0
Attention: Angelique Wood**

Proposals will not be opened in public.

It is the sole responsibility of the Proponent to check the District's website at www.summerland.ca for any updated information and addendum issued before the closing date. The District's website at www.summerland.ca is the only authorized website to obtain competitive bid documents for the District of Summerland opportunities. The District of Summerland shall not be held responsible for our competitive bid documents that are located on any other website.

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1.0 PROJECT OVERVIEW (SCOPE OF THE PROPOSAL)

The District of Summerland (the District) is seeking a professional architect to develop the District of Summerland Arts & Cultural Centre Renovation Plan (the “Plan”) intended to provide the District of Summerland with architectural and engineering design plans to renovate a District-owned building for use as an Arts & Cultural Centre for residents and visitors. This RFP sets out the District’s RFP process, evaluation and selection process, and Proposal requirements. The budget for the Plan shall not exceed \$20,000.

The Arts & Cultural Centre Renovation project has grown out of the 2016 Cultural Plan which identified that Summerland needs a “home” for arts and culture. A number of public engagement events have already occurred, and a list of priorities have been identified by stakeholders. It is expected that either a design charrette or draft drawings will be presented for stakeholder feedback before finalizing the Plan; however, community consultation has largely been completed at this stage and should not comprise a large part of the Proponent’s planned methodology.

The former public library building at 9545 Wharton Street in Summerland has been identified as the future home to as many arts and culture users as possible. It is situated next door to the Summerland Museum and across the street from Okanagan Regional Library. It is surrounded by mature green space and is envisaged as an anchor to the development of a cultural hub. The building was erected in 1981; as such, it will require updates and retrofits to best accommodate its new users. The District of Summerland has allocated \$250,000 for the first phase of the project.

It is expected that the final design will include plans that can be implemented with a phased approach, allowing the first phase of the Arts & Cultural Centre Renovation to be completed with the current available budget and accommodating existing users for as much of the construction as possible.

The comprehensive Arts & Cultural Centre Renovation Plan, which is the first step in this overall project, will include the incorporation of previously identified strategic priorities that will define the renovation of the former Public Library building at 9545 Wharton Street in Summerland. The Plan will also include architectural plans for the building renovation.

The successful proponent will be responsible to work with District staff to work through identified priorities and prepare a fully costed and phased renovation plan for the Arts & Cultural Centre.

3.0 CONTENT OF PROPOSAL

Two (2) complete original printed copies and one (1) complete electronic copy in PDF format must be submitted. The following documents must be included in the submission:

a. Proposal Submission Form (signed and dated)

b. Proponent Profile

Proposals should include a thorough description of the firm's capabilities and background that makes it well suited to this project. The profile will also include:

- the manager who the Proponent has appointed to lead the Proponent's project team and who will be the sole source of contact for the District;
- the professional designation and relevant experience of each of the Proponent's project team members;

c. Approach and Methodology

Proposals should include a detailed description of the proponent's proposed process.

d. Fee

- Proposed budget of \$20,000 must include fees and expenses associated with the proposal, including, but not limited to, consulting, reporting, presentations, community and stakeholder consultation, travel and ancillary expenses.
- GST shall not be included in the Contract Fee. GST will be added to the Contract Fee at the time of payment by the District. All other applicable taxes are to be included in the Contract Fee.

e. References

Proposals must include three (3) references who the proponent has done similar work for.

- f. Value Add:** Proposals may include ideas beyond the scope of the proposal that further assist in achieving the goal of the research. Additional ideas should result in a more comprehensive Plan, leading to more actionable and effective recommendations. Rates for any value add content which may fall out of proposal scope work should be included.

4.0 INSTRUCTIONS TO PROPONENTS

4.1. APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and District bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

4.2. COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the District of Summerland, shall remain the property of the District of Summerland.

4.3. INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Executed Form of RFP; (4) all other documents.

4.4. HEADINGS

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.5. PAYMENT

Method of payment is governed by District policy as well as applicable federal and provincial law.

4.6. ENTIRE AGREEMENT

The RFP, accepted submission, and District Contract represent the entire Agreement between the District and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the District.

5.0 REQUEST FOR PROPOSALS (RFP) PROCESS

5.1 NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District.

5.2 NO OBLIGATION TO PROCEED

Though the District fully intends at this time to proceed through the RFP, the District is under no obligation to proceed to the purchase, or any other stage. The receipt by the District of any information (including any submissions, ideas, plans, drawing, models or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the District. There is no guarantee by the District, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District.

5.3 ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the District's website. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time the RFP will be considered complete and no further addenda will be issued.

5.4 ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the District's opinion, give rise to a conflict of interest in connection with the RFP.

5.5 CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the District in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the District. The District has the sole discretion to take the steps they deem necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the District immediately, in writing, of that conflict or risk and take any steps that the District reasonably requires to resolve the conflict.

6.0 PRE-RFP INFORMATION

6.1 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

6.2 INTENTION OF THE DISTRICT

The Proponent that submits to the District the most advantageous Proposal and which represents the interests of the District, best overall, may be awarded the contract. The District reserves the right to accept or reject all or part of the RFP, however, the District is not precluded from negotiating with the successful Proponent to modify its Proposal to best suit the needs of the District.

6.3 REJECTION OF PROPOSALS

The District reserves the right to reject, at the District's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal; and /or
- e. fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the District to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the District has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to the District.

6.4 EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the District's mandatory criteria, it shall remain the District's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

MANDATORY CRITERIA
<ul style="list-style-type: none">• Proposals received by closing date and time (two printed copies & one PDF electronic) in a sealed envelope consisting of components outlined in Section 3.• Proposal Submission Form – signed and dated• Proponent Profile, Approach/Methodology, Fee, & References
SCORED EVALUATION CRITERIA
Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:
EXPERIENCE AND REFERENCES – 35%
<ul style="list-style-type: none">• Experience (type and number of similar projects) of the firm.• Demonstrated success working on community centres or art centres• References – comments from clients utilizing the Proponent's services for similar projects.
APPROACH AND METHODOLOGY – 40%
<ul style="list-style-type: none">• The approach and philosophy applied to complete the Services as outlined in the RFP.• Demonstrated clear understanding of the scope of work, identification of key issues and initiatives.• Creative approach to the Arts & Cultural Centre Renovation Plan

BUDGET & FEE – 25%

- Value for Proposed services, within budget
- Explanation/breakdown of proposed budget

Following evaluation, a short list may be developed and shortlisted proponents may be invited to make a presentation on their Proposal to the District representatives before a final selection is made.

6.5 EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the District.

Upon submitting a Proposal, Proponents agree that the District may disclose their company name; however, no prices, scores, weights or totals will be provided to any Proponents.

Awards will be made based on the best value offered, and the best value will be determined by the District. The quality of the service to be supplied and references shall all be taken into consideration.

6.6 CONFIDENTIALITY OF PROPOSALS

The District will endeavour to keep all Proposals confidential. The material contained in the Proposal from the Successful Proponent will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the District contract shall not be released if the District deems such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

6.7 CONFIDENTIALITY OF DISTRICT'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the District's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for service which arises out this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization of the District.

6.8 CLARIFICATION

The District reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The District reserves the right to:

- consider and analyze Proposal submissions;

- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee;
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract, but will only form the basis for the Consulting Services Contract, and does not mean that the Proposal is necessarily acceptable in the form submitted.

6.09 ACCEPTANCE OF PROPOSAL

The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the District other than written notice signed by the District's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the District.

6.10 NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate 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.

6.11 INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Angelique Wood, Community Development Coordinator
 District of Summerland
 Box 159, 13211 Henry Avenue
 Summerland, BC V0H 1Z0
 Phone: 250-404-4066
 awood@summerland.ca

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No

consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact. If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by the District will be posted on the District website (www.summerland.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with District staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Proponents may also contact staff to request specific information related to this project; the District retains the right to determine whether the information is relevant and suitable for release.

Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

6.13 SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to the District of Summerland municipal hall prior to the specified date and time is solely and strictly the responsibility of the Proponent. The District shall not, under any circumstances, be responsible for delays caused by any delivery service, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate officer or principal(s) of the organization with the authority to bind said Proponent.

Proposals must be received by 2:00 p.m. (local Summerland time) on Friday, December 15, 2017 at:

Municipal Hall
District of Summerland
Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0
Attn: Angelique Wood, Community Development Coordinator

Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title.

6.14 AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the District, delivered by hand, mail, fax, or e-mail to the Project Office. An amendment that is received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as

submitted. An amendment or revocation must be signed by an authorised signatory of the Proponent.

The District reserves the right to disqualify a Proponent if, in the opinion of the CAO, an amendment expressly, or by inference, discloses the Proponent's fees or other material element of the Proposal such that the confidentiality of the Proposal may have been breached.

If a Proposal amendment or revocation is sent by fax or email, the Proponent assumes the entire risk that the District will properly receive the fax or email before the Closing Date and Time. The District shall not be liable to any Proponent for any reason a fax or email is not properly received.

7.0 PROPOSAL PREPARATION

7.1 CHANGES TO PROPOSAL WORDING

The Proponent will not change the wording of its Proposal after the submission deadline and no words or comments will be added to the Proposal unless requested by the District for purposes of clarification.

7.2 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into the District's Consulting Services Contract.

7.3 PROPONENT'S EXPENSE

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any. If the District elects to reject all Proposals, the District will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

7.4 LIMITATION OF DAMAGES

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP 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. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

7.5 FIRM PRICING

Proposals must be firm for at least 90 days after the RFP Closing Date. Prices will be firm for the entire **contract period**.

7.6 CURRENCY AND TAXES

Prices quoted are to be in Canadian dollars and excluding GST.

Proponents acknowledge that, if it is a non-resident company, payments to the Proponent, as a non-resident, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident, provides the District with an official letter from Canadian Customs and Revenue Agency waiving the withholding requirements, the District will withhold the taxes it determines are required under the Income Tax Act (Canada).

8.0 ADDITIONAL TERMS

8.1 SUB-CONTRACTING

- a. Using a Subcontractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two (2) Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two (2) product or service lines and this must be defined in the Proposal.
- b. A Subcontractor individual or firm, whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this project will be subject to the terms set out in Section 5.5 of this RFP. This includes, but is not limited to, any firm or individual involved in the preparation of this Proposal.
- c. Any Sub-contracting of the service to any firm or individual after the award of a Contract must have prior written approval by the District.

8.2 LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this 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 this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

8.3 AGREEMENT WITH TERMS

By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the

document, with the exception of adding the information requested. To do so will invalidate the Proposal.

8.4 USE OF REQUEST FOR PROPOSALS

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

8.5 DISTRICT REPRESENTATIVE

A District representative will be assigned by the District to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project Manager.

8.6 PAYMENT HOLDBACK

The Contract may contain a provision whereby the District will hold back a portion of the total Contract price until the requirements of the RFP have been met.

8.7 SOFTWARE

It is the Contractor's responsibility to ensure that the District has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

8.8 ARBITRATION

All disputes arising out of or in connection with the Contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

9.0 CONDITIONS

- a. A qualified Proposal is one which meets the needs and specifications of the District in accordance with the terms and conditions contained in the RFP. The preferred Proposal is a qualified Proposal offering the Best Value, as determined by the District.
- b. The District will decide whether a Proposal is qualified by evaluating all of the Proposals based on the needs of the District, specifications, terms and conditions and price. The District Evaluation Committee will examine all Proposals and recommend which Proposal is in the District's best interest.
- c. A Proposal which is unqualified is one that exceeds the cost expectations of the District and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the District. The District reserves the right to reject any or all unqualified Proposals.

- d. The District reserves the right to cancel this RFP at any time.
- e. The District recognizes that best value is the essential part of purchasing a product and/or service and therefore the District may prefer a Proposal with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a Proposal with a low price. The District's decision shall be final.
- f. The District reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the District.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. Where only one Proposal is received, the District reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a contract is awarded. The District reserves the right to accept or reject a Proposal, where only one Proposal is received.
- i. The District reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this RFP.
- j. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.
- k. Cancellation Clause: The District reserves the right to cancel the Contract for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Contractor.

10.0 CONTRACTOR'S OBLIGATIONS

10.1 REGISTRATION WITH WORKSAFE BC (WCB)

The Contract may contain a provision that the Contractor and any approved subcontractors must be registered with WorkSafe BC (WCB), in which case WorkSafe BC (WCB) coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafe BC (WCB) Clearance Letter indicating that all WCB assessments have been paid.

The Contractor shall ensure compliance on their part with the Workers' Compensation Act and any regulations there under, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor in respect of his operations under this Agreement, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations there under or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the District on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

10.2 GOVERNING REGULATIONS

The Contractor shall be responsible for the safety of all workers and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

11.0 INSURANCE PROTECTION AND DAMAGE

11.1 GENERAL INSURANCE

The contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in Section 11.2, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the Work or Services, the District advises in writing that it has determined that the exposure to liability justifies less limits.

11.2 INSURANCE

As a minimum, the Contractor shall, without limiting its obligations or liabilities under any other contract with the District, procure and maintain, at its own expense and cost, the following insurance policies:

Commercial General Liability Insurance

Providing for an inclusive limit of not less than \$1,000,000 for each occurrence or accident, \$3,000,000 aggregate; providing for all sums which the Contractor shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Work or Services or any operations carried on in connection with this Contract; including coverage for Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.

Cross Liability Coverage

Coverage must include a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.

Coverage must remain in force for the life of the Project and for a minimum of 12 months after substantial completion.

Professional Errors and Omissions Insurance

Coverage in the amount of \$600,000 per occurrence and in the aggregate, and must remain in force for the life of the Project and for 12 months after substantial completion.

11.3 THE DISTRICT NAMED AS ADDITIONAL INSURED

The Commercial General Liability policy shall provide that the District is named as an Additional Insured thereunder and that said policy will be primary without any right of contribution from any insurance otherwise maintained by the District, with respect to claims arising out of the operations of the Contractor in any way related to the performance of the Works or Services.

11.4 CONTRACTOR'S SUBCONTRACTORS

The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under Section 11.2 above.

11.5 CERTIFICATES OF INSURANCE

The Contractor agrees to submit Certificates of Insurance, for itself and for all of its subcontractors to the District prior to commencing the Work or providing the Services. Such Certificates shall provide that 30 days' written notice shall be given to the District prior to any cancellations of any such policy or policies. The Contractor agrees to notify the District of any material changes to such policy or policies.

11.6 OTHER INSURANCE

After reviewing the Contractor's Certificates of Insurance, the District may require other insurance or alterations to any applicable insurance policies in force during the period of this Contract and will give notifications of such requirement.

11.7 ADDITIONAL INSURANCE

The Contractor may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the District. The Contractor shall ensure that all of its Subcontractors are informed of and comply with the District's requirements.

11.8 INSURANCE COMPANIES

All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

11.9 FAILURE TO PROVIDE

If the Contractor fails to do all or anything which is required of it with regard to insurance, the District may do all that is necessary to effect and maintain such insurance, and any monies expended by the District shall be repayable by and recovered from the Contractor. The Contractor expressly authorizes the District to deduct from any monies owing the Contractor, any monies owing by the Contractor to the District.

11.10 NON-PAYMENT OF LOSSES

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or any Subcontractor shall not be held to waive or release the Contractor or Subcontractor from any of the provisions of the Insurance Requirements or this Contract, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the Contractor or any Subcontractor under any of the insurance policies is solely for their account and any such amount incurred by the District will be recovered from the Contractor.

11.11 INDEMNITY

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the District, its elected officials, officers, employees and managers (collectively the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

The Contractor shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.

Schedule A – PROJECT DETAILS

Purpose

The District of Summerland is seeking proposals from qualified individuals or firms to develop a progressive and comprehensive phased Renovation Plan for an Arts & Cultural Centre at an existing District-owned building at 9545 Wharton Street. The outcome must be a set of architectural, interior design and engineering design drawings, estimated structural, mechanical and electrical engineering costs for the proposed designs, and a clear action plan to lead the District in the development of this multi-use facility.

Through strategic priorities already identified during community consultation, the District of Summerland Arts & Cultural Centre Renovation Plan will incorporate the values of the community in relation to arts and culture. The Plan will provide a set of drawings, timelines and costs for building renovations and for systems retrofits. The document will articulate the needs of Summerland arts and cultural producers, prioritize capital improvements, and develop a phased strategy to meet those needs over time based on available financial and human resources.

Background

The District of Summerland is located in the south Okanagan. A community of approximately 11,300 people, the District is proud to support and facilitate the inclusive, healthy lifestyle of its residents and visitors through a wide variety of arts and cultural supports, an assortment of recreational programs and high-quality special events. Like many municipalities, the District of Summerland faces the challenges of aging infrastructure, increased operational costs, and shifting demographics.

The Arts & Cultural Centre will be housed in the former Public Library building at 9545 Wharton Street. This building was erected in 1981 and has been continuously occupied since that time. Digital files of the original architectural plans exist and can be provided. Two core tenants of the Arts & Cultural Centre will be the Summerland Community Arts Council and the Summerland Potters Guild.

The District requires a Plan that will assist staff in making informed decisions on the renovation for both funding and management of the existing tenants and their programming.

It should be noted that the two parcels adjacent to 9545 Wharton Street are currently parking lots but there are plans to develop the properties as medium density attainable housing. The campus housing the future Arts & Cultural Centre includes the Summerland Museum, park space, and public art installations. Across the street from the Okanagan Regional Library and near the Centre Stage Theatre, the renovated building will become an anchor to the community's cultural hub.

Expected Outcomes

The Summerland Arts & Cultural Centre Renovation Plan must result in a phased plan that will allow use of the building by stakeholder groups over the lifespan of the renovation project. Architectural and engineering design drawings must include retrofits of the 1981 building and systems to enable user groups continued and immediate use of the building during and after Phase 1 of construction/renovation.

The District seeks a collaborative proponent that will bring passion, enthusiasm and expertise to bear regarding both technical aspects and public engagement.

The final plan shall include a complete electronic copy in PDF.

Scope of Work

The project scope will focus on the capital improvements to the building at 9545 Wharton Street, but may consider recommendations for the entire cultural campus as the grounds also include the Summerland Museum, a public art piece and a well-established park and picnic space. However, recreation programming and cultural/social planning unrelated to the specific needs of Arts & Cultural Centre users will generally be outside the scope of this assignment.

Design services covered within the scope of this plan may include, but are not limited to, the following requested services and renovations:

BUILDING UPGRADES:

- Energy efficient upgrades to lighting, HVAC and power systems
Natural gas service to building and 200-amp service
- 5 small washrooms into 2 wheelchair accessible unisex washrooms
- Modern finishings
- Better entry doors- lighter, easier to lock and unlock
- Flexible and secure office space on the upper floor
- Easy to maintain flooring- possibly stain/seal cement upper floor
- Remove ceiling tiles to show full beams/HVAC and interior of roof
- Drop down screen for movie showings
- Add an elevator
- Removal of stairs and ramp at front of building
- Enclosing upper porch and lower covered patio to increase workspace and brightly lit areas- glassed in
- Creating individual display cases/lighting in windows for display use/rental by artists
- Make solar ready

UPPER OR LOWER:

- 1 or 2 small multi-use rooms with lockable cabinets which can be booked as an office space, reading room, small meeting space, or musician use
- On site janitorial supply (District stores all sanitary paper etc.; janitor stores vacuum and cleaning products)
- A ticket or box office
- Copying machine as a part of the office (currently in the library)

UPPER:

- Small kitchen/food serving or bar area on the main floor- retaining recently purchased and installed sink, fridge and dishwasher but not necessarily in the current location

- Flexible open space on the Main Floor for a wide variety of users including musicians, dancers, and yoga
- On-site storage space which accommodates equipment and supplies
- Museum-quality onsite storage for artworks
- Exhibition space with appropriate lighting and security
- Secure and flexible space to house a small arts library- reading room
- Drop down screen for movie showings
- Sound system

LOWER:

- Coat rack on wall
- Sink for public use on lower floor
- Potters:
 - Water for 2 sinks in pottery studio
 - 220-volt service for Kilns
 - Workspace dedicated to housing potters' wheels and kilns downstairs with outlet for 240V/safety box for kilns/venting for kilns
 - Kiln room possibly combined with a glaze room and mixing area for glazes (room for shelves with glazes)/ laundry sink/ venting for spray booth/ enclosure for chemicals
 - Secure storage for chemicals
 - Wheel room large enough to fit 6 wheels (wall sockets required for each wheel) and 8 or more canvas tables, slab roller and an extruder/ room for storage (shelves and lockers)
 - Flexible and secure storage space for potters and other user groups
 - Outdoor space for Raku pottery firing

OUTDOOR:

- External storage for objects not requiring stable temperatures
- Lock-up type of covered, enclosed storage suitable for plinths, tables, chairs, etc

Task 1: Background Review and Project Familiarization

Proposal will outline the process that will be undertaken to develop the work plan which will outline the steps to achieve the fully renovated Arts & Cultural Centre.

Task 2: Stakeholder and Public Engagement

Community engagement is important to the District and this aspect of the project is a key item to achieving success. Proposals must include an opportunity to receive community feedback on the proposed design by those who regularly use the facility, including (but not limited to) staff, the general public, community non-profit groups and Council.

Task 3: Regular Liaison with the Project Steering Committee

Proposals must include regular meetings with the Arts & Cultural Centre Renovation Working Group (staff and Arts & Cultural Centre users). Proposals should specify a proposed schedule for regular meetings.

Task 4: Reporting and Recommendations

Architectural and Engineering Renovation Design drawings along with a Renovation Plan will be completed and reviewed in detail with staff, the broader community and stakeholders.

The final Arts & Cultural Centre Renovation Plan will be presented to staff, municipal council and the community. **The Final Plan should be concise, user friendly, innovative and visionary.** It must be a useful document for a phased renovation of the Arts & Cultural Centre building and campus.

Delivery of the final Renovation Plan will include:

- an electronic copy of the Plan in PDF
- Five (5) printed and bound copies of the final Renovation Plan
- All data, maps, figures, charts, etc. will be provided in a format acceptable to the District. All originals of maps, plans, drawings, etc. will be the property of the District.

Project Timelines

The anticipated key milestone dates for the project are:

RFP issuance: November 15, 2017

RFP closing: Friday, December 15, 2017 2:00 pm PST

Project completion deadline: April 1, 2018

The proponent will be required to submit a proposed project timeline which includes dates for key milestones.

Projected Budget

- The maximum budget for the development of the Summerland Arts & Cultural Centre Renovation Plan is \$20,000.

Additional Information

1. It is the District's expectation that the Proponent will develop a comprehensive proposal outlining their proposed methodology for provision all of the components required and detailing the deliverables which each component will include. The Successful proponent will propose methodology and deliverables that are unique to Summerland and which will reflect the values and needs of this community. The successful proponent will be creative with space and limited budgets, with a proven track record of working with community groups.
2. Proponents are required to include a separate section in their Proposal that outlines any services they will be providing that are not included in the Scope of Services but which the Proponent deems necessary to successfully complete this consulting assignment.

Additional Documents

There are plans and supporting documentation that have been completed which will provide background information in the development of the Arts & Cultural Centre Renovation Plan. Additionally, there are substantive changes expected to the demographic makeup of neighboring properties as housing development is undertaken. Proponents are advised that the following documents may be of interest and are available for viewing. These additional documents and any additional information made available to Proponents prior to the Closing Date and Time by the District do not form part of the RFP and are not part of the Contract Documents. These documents are made available to assist the Proponent in preparing their Proposal. The Proponent must make its own judgement about the relevance, reliability, accuracy, or completeness of this information. It will be the task of the successful proponent to review and assess the information results from these documents, identify gaps in information, and conduct additional research where necessary.

It is the Proponent's responsibility to determine if, as part of their evaluation of this consulting assignment and the preparation of their Proposal, they need to request access to any information not attached to but outlined in the RFP.

The following documents may be of interest to proponents:

The following reports are available at "www.summerland.ca/your-city-hall/reports-studies":

- Summerland Official Community Plan (2014), Bylaw #2014-002
- District of Summerland 2015-2019 Strategic Plan
- Cultural Plan 2016

The following documents are available to proponents:

- 9545 Wharton Street Architectural Drawings 1981
- HomePro Inspections report
- Site Drawing Open House proposed layout
- Public comments from Consultation

Schedule B



RFP-2017-06

District of Summerland Arts & Cultural Centre Renovation Plan

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form
(Proposals will be received on or before 2:00 PM PST on Friday, December 15, 2017)

PROPOSAL SUBMISSION INSTRUCTIONS

One (1) printed original and one (1) electronic copy in PDF format of a Proposal in an envelope plainly marked "RFP-2017-06 District of Summerland Arts & Cultural Renovation Plan" may be hand delivered, couriered or mailed. Fax or e-mail submissions will NOT be accepted.

All submissions must be received prior to the closing date and time, to:

District of Summerland
Box 159, 13211 Henry Avenue
Summerland, BC V0H 1Z0
Attn: Angelique Wood

Submitted by: _____

Company or Consultant name

Address

City

Postal Code

Company Contact Name: _____ Phone #: _____

Company Contact e-mail address: _____

(see over for terms and signature requirements)

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the District of Summerland and any addenda issued in connection therewith. The Proponent undertakes and agrees that:

1.0 EXECUTION OF CONTRACT

If the offer contained in this Proposal is accepted, upon being advised that the Contract is available, the Proponent will obtain the Contract and will execute and identify the Contract in a form and manner acceptable to the District of Summerland and will deliver the same within 10 days from the time when the same are available or are delivered or mailed to the Proponent.

2.0 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

If awarded the contract, the Proponent shall supply these on the date set out in the Contract and shall complete the contract within the time specified in the Contract.

3.0 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the Contract, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any party in connection with the making of the proposal.

4.0 ACCEPTANCE OF PROPOSAL

The acceptance of the Proposal by the District shall be made only by the notice in writing from the Corporate Officer of the District, and will be addressed to the Successful Proponent at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the Proposal may be accepted in either whole or in part.

5.0 FAILURE OR DEFAULT OF PROPONENT

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this Proposal, the District, at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

Executed at _____, in the Province of BC this _____ day of _____, 2017 under the seal of the Proponent as a specialty instrument.

NOTE: If the Proponent is a corporation, in addition to signature, affix corporate seal, if available. If a

natural person makes the Proposal, the Proponent (Corporate Name if Proponent is a Corporation) must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, Per: _____ the members of the firm must sign below the firm name and their names must be typed or clearly printed Per: _____ below the signature.