



Vancouver Public Library

REQUEST FOR PROPOSALS

EARLY LITERACY SPACES - RENFREW BRANCH

RFP No. VPL20190304

Issue Date: March 4, 2019

Issued by: Vancouver Public Library (the “Library”)

**REQUEST FOR PROPOSALS NO. VPL20190304
EARLY LITERACY SPACES - RENFREW BRANCH
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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit proposals for review by the Library and, depending on the Library’s evaluation of proposals, among other factors, to potentially negotiate with the Library to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE LIBRARY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE LIBRARY.**
- 1.2 The RFP concerns the Library’s interest in procuring **Early Literacy Space design, build and install for the Renfrew Branch, with the possibility of contract extension for other Library branches.** Details of the Library’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The Library welcomes proposals that are responsive to this RFP (“Proposals”) respecting innovative or novel approaches to the Library’s objectives and requirements.
- 1.3 The Library is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The Library currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the Library (such a contract, an “Agreement”). However, the Library may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The Library may also terminate the RFP at any time.
- 1.4 The Library currently intends that Proposals will be evaluated by the Library in relation to their overall value, which will be assessed in the Library’s sole and absolute discretion. In assessing value, the Library expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE LIBRARY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver Public Library Board.
- 1.7 The RFP consists of four parts, plus appendices:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - LIBRARY REQUIREMENTS:** This part describes the subject matter of the RFP, in respect of which the Library invites Proposals.
 - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.

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PART A - INFORMATION AND INSTRUCTIONS**

- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00pm, March 8, 2019
Information Meeting	9:00am, March 13, 2019
Deadline for Enquiries	3:00pm, March 20, 2019
Closing Time	3:00pm, March 29, 2019

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the Library for the purposes of requests for proposals.

3.0 CONTACT PERSON

- 3.1 All enquiries regarding the RFP must be addressed to:

Nathan Kung, Manager, Facilities and Purchasing
Nathan.Kung@vpl.ca

- 3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

- 3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE LIBRARY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE LIBRARY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “**Closing Time**”).

- 4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP number and title (“VPL20190304 - EARLY LITERACY SPACES - RENFREW BRANCH; ”) to the following address:

Vancouver Public Library
Purchasing Services Office
350 West Georgia Street, Vancouver, BC,
V6B 6B1

- 4.3 The Library requests that 4 (four) hard copies and one electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted. Proposals should not be bound in three-ring binders.

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PART A - INFORMATION AND INSTRUCTIONS**

- 4.4 Proposals must not be submitted by fax or email.
- 4.5 To be considered by the Library, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.6 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.10 The Library is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the Library has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the Library and may or may not be returned to the Proponent, in the Library’s sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The Library may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City of Vancouver’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the Library that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 An information meeting (the “**Information Meeting**”) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:
 - Date: as specified in Section 2.1 above.
 - Time: as specified in Section 2.1 above.
 - Location: 2969 East 22nd Ave,
Vancouver, BC
V5M 2Y3
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.

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PART A - INFORMATION AND INSTRUCTIONS**

5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by e-mail to Nathan.Kung@vpl.ca, on or before the time and date specified in Section 2.1 above.

5.7 The Library will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City’s website, as described in Section 5.1 above.

6.0 PROPOSED TERM OF ENGAGEMENT

6.1 The term of any Agreement is expected to be a 1-year period, with a possible 1-year extensions, for a maximum total term of 3 years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency.

7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the Library, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

8.1 The Library may open or decline to open Proposals in such manner and at such times and places as are determined by the Library.

8.2 The Library currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by Library representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the Library. In so doing, the Library expects to examine not only financial terms, but also (i) Proponents’ skills, knowledge, reputations and previous experience(s), including experience(s) with the Library (if any); (ii) Proponents’ capabilities to meet the Library’s Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	Total: 80
- Understanding and competence to deliver proposed contract including work plan	25
- Proposed staff and relevant education/experience	20
- Examples of relevant past work	25
- References	10

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PART A - INFORMATION AND INSTRUCTIONS**

Financial	20
Total	100

- 8.3 The Library will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The Library is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The Library may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The Library may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The Library may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The Library will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The Library may also require that any proposed subcontractors undergo evaluation by the Library.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the Library has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the Library; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the Library may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 LIBRARY POLICIES

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the Library's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the Library's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

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PART A - INFORMATION AND INSTRUCTIONS

10.0 Intentionally omitted

11.0 CERTAIN APPLICABLE LEGISLATION

11.1 Proponents should note that the Vancouver Public Library is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the Library's consultants or contractors to protect all personal information acquired from the Library in the course of providing any service to the Library.

11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the Library to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the Library.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

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PART A - INFORMATION AND INSTRUCTIONS

APPENDIX 1 TO PART A



Vancouver
Public Library

FACILITIES AND PURCHASING SERVICES

RE: REQUEST FOR PROPOSALS NO. VPL20190304, EARLY LITERACY SPACES - RENFREW BRANCH

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Nathan Kung, Manager, Facilities and Purchasing
Vancouver Public Library
Email: Nathan.Kung@vpl.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL / WILL NOT attend the information meeting for Request for Proposals No. VPL20190304, EARLY LITERACY SPACES - RENFREW BRANCH

Signature

Name of Authorized Signatory

E-mail Address

Date

PART B - LIBRARY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the Library may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

1.0 INTRODUCTION

Vancouver Public Library has been dedicated to meeting the lifelong learning, reading and information needs of Vancouver residents for more than 100 years. Last year, VPL had nearly 6.5 million visits, with patrons borrowing close to 9.5 million physical and digital items including books, ebooks, movies, music and magazines. Across 21 locations, VPL is the most-visited major urban library per capita in Canada. It is known for its iconic Central Branch, designed by renowned architect Moshe Safdie, with a public plaza covering a square city block in downtown Vancouver, as well as our inspiring network of branch libraries serving the many communities of Vancouver.

Vancouver residents are proud of the Library and view their neighbourhood branches as a key component in their communities. Welcoming, accessible, and inclusive to all, Vancouver Public Library offers a multitude of opportunities and experiences that inspire, engage, and support Vancouver residents in their learning and discovery needs.

On average, Vancouver Public Library offers over 10,000 programs a year which attract upwards of 250,000 participants. Community members also benefit from high-quality collections, including print and digital resources, collections in 17 languages, and the recently released Sun Life Financial Musical Instrument Lending Library with over 100 musical instruments available to borrow.

Vancouver Public Library is seeking the provision of services related to the enhancement of the RENFREW BRANCH Early Literacy Space. The successful proponent will be an experienced and qualified design firm with the capabilities to supply the design, construction, and installation of products and services. The desired design will include an interactive, learner-driven environment for children aged 0-5 and their families.

RENFREW BRANCH will be the first of our 21 branches to undergo enhancement and it is part of a long-term vision to enhance the early years components at all Vancouver Public Library branch children’s spaces.

2.0 BACKGROUND

The project is to be located within the City-owned property RENFREW BRANCH, Vancouver BC. The building is 16,000 sq. ft. and was established in 1994. The Branch shares a site location with Board of Parks and Recreation, Renfrew Park Community Centre and is open to the public 7 days a week. The total yearly foot traffic was approximately 323,000 with a total yearly circulation of 476,000 in 2017. The Early Literacy Space consists of approximately 1500 sq. ft. in the west corner of the branch.

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PART B - LIBRARY REQUIREMENTS**

The enhancement of the Early Literacy Space at the RENFREW BRANCH library should reflect and encourage the development of pre-literacy skills—reading, writing, playing, singing, talking—and facilitate children’s imaginative play experiences.

3.0 TIMELINE

Work to begin in April 2019 with completion by December 31, 2019.

4.0 SCOPE OF WORK

The successful Proponent’s work on this project shall include, but is not limited to, the following:

- Produce a work plan and schedule, including anticipated closure if required
 - Hours of Operation:
 - Monday-Thursday: 10:00am to 6:00pm
 - Friday and Saturday: 10:00am to 6:00pm
 - Sunday: 1:00pm to 5:00pm
- Space Planning and Concept Design
- Design Development
- Construction and Installation

Designs of the Early Literacy Space at the RENFREW BRANCH should reflect and accommodate existing library structures, shelving, and square footage. Designs should also include a variety of interactive activities and ‘stations’ for children and families to engage in play-based learning, discovery, and emergent literacy skill development. These may include:

- Manipulatives, motor skill development elements
- Light play tables
- Music play stations
- Active play objects (interactive structures)
- Dramatic play and storytelling structures (stages, costumes, puppets)
- Sensory play opportunities
- Nooks for reading
- Spaces that encourage children and caregiver socialization
- Lego tables, colouring tables

In designing the Early Literacy space, special attention should be made to ensuring the environment is inspiring, interactive, and accessible. Design principles should include but are not limited to:

- Inspiring
- Imaginative
- Choice
- Inclusive
- Interactive
- Open-ended
- Accessible
- Attractive
- Scalable
- Flexible
- Developmentally appropriate
- Durable

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PART B - LIBRARY REQUIREMENTS

- Comfortable
- Print rich
- Safe

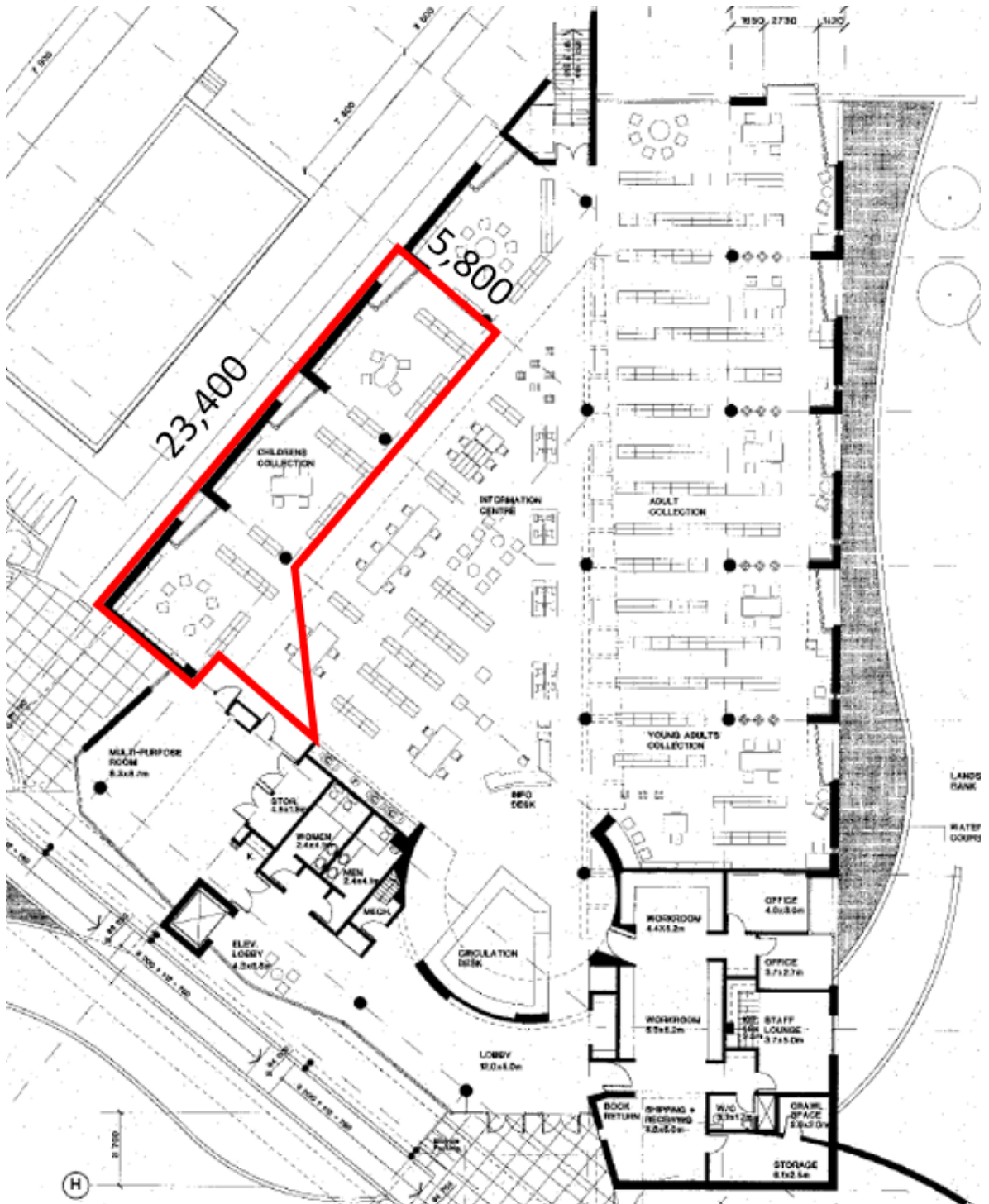
Preference will be for proposals that address anticipated increased sound as a result of Early Literacy Space enhancements.

5.0 BUDGET

Up to \$100,000 all inclusive.

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 PART B - LIBRARY REQUIREMENTS

6.0 PROJECT AREA



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PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. VPL20190304, EARLY LITERACY SPACES - RENFREW BRANCH (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

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PART C - FORM OF PROPOSAL

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Subcontractors
- APPENDIX 8 Proof of WorkSafeBC Registration
- APPENDIX 9 Conflicts; Collusion; Lobbying

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PART C - FORM OF PROPOSAL

APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the Library's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the Library and the Proponent, or otherwise apply as between the Proponent and the Library following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "Library" means the Vancouver Public Library Board, an independent Board of the City of Vancouver, operating pursuant to the *Library Act* of the Province of British Columbia.

"City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the Library and the Proponent following and as a result of the Proponent's selection by the Library in the Library's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the Library as Request for Proposals No. VPL20190304, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE LIBRARY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the Library assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the Library enters into a Contract, which the Library may decline to do in the Library's sole discretion.

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PART C - FORM OF PROPOSAL**

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Library is a public body required by law to act in the public interest. In no event, however, does the Library owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the Library from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Library at the Library's sole discretion. The Library may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The Library reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Library is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the Library reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The Library may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the Library will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The Library has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the Library; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF LIBRARY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the Library is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the Library, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

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PART C - FORM OF PROPOSAL**

- (a) any alleged (or judicially determined) breach by the Library or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Library has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the Library or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the Library accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the Library: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the Library enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the Library breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the Library, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the Library or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Library has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the Library or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of Library Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the Library breaches Section 8.2 of this Appendix 1), the Library or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the Library's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Library breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the Library and the Proponent under a Contract (or a similar contract between the Library and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the Library's Director of Corporate Services and Facilities;

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- (b) Section 6 of this Appendix 1 will: (i) bind the Library, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents Library's Property

- (a) All RFP-related documents provided to the Proponent by the Library remain the property of the Library and must be returned to the Library, or destroyed, upon request by the Library.
- (b) The documentation containing the Proposal, once submitted to the Library, becomes the property of the Library, and the Library is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the Library's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver Public Library Board about the RFP, the Library will treat the Proposal (and the Library's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All Library Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Library which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Library in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the Library or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the Library; or (ii) related to or has any business or family relationship with an elected official or employee of the Library, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the Library, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 9.

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- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the Library and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Library, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 9.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the Library in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the Library and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 9.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 9.

9.4 Declaration as to No Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - Appendix 9.

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the Library.

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- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

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**APPENDIX 2
QUESTIONNAIRE**

Complete this Appendix 2 - Questionnaire in the form set out below.

Executive Summary

In the space below, provide a brief executive summary of your Proposal.

Proponent Overview

In the space below, provide a description of the Proponent's company, number of employees, purpose and history of successes. If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

Supplier Diversity

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

Majority owned/controlled/ by:	Workforce Diversity:	Social / Environmental Certifications
<input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate	% Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate	<input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate

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General Requirements

In the space below, describe how your Proposal meets the General Requirements.

Key Personnel

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility.

Work Plan

In the space below (or attached to this Form of Proposal as an additional Appendix clearly titled "Work Plan"), detail the sequential process by which the Proponent proposes to undertake the work, including a timeline. The Proponent's work plan should make reference to the Requirements as appropriate.

Innovation

Notwithstanding any other provision hereof, the Library welcomes Proposals respecting innovative or novel approaches to the Library's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. In the space below, note any proposed innovative approaches to meeting the Library's requirements.

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**APPENDIX 3
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

Proposal via envelope must ensure Appendix 3 - Commercial Proposal is provided in a separate sealed envelope.

Table A: PRICING SCHEDULE

Description	Unit Price	Quantity	Extended Price	Notes
Total				

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**APPENDIX 4
PROPONENT'S PORTFOLIO AND REFERENCES**

Complete this Appendix 4 - Proponents Portfolio and References in the form set out below. Please include details of each project, photos of work.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Size of space (sq. ft.)	
Timeframe (start to finish)	
Obstacles and how they were overcome	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Size of space (sq. ft.)	
Timeframe (start to finish)	
Obstacles and how they were overcome	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	

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E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Size of space (sq. ft.)	
Timeframe (start to finish)	
Obstacles and how they were overcome	

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APPENDIX 5
CERTIFICATE OF INSURANCE

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the Library entering into any Agreement.)

See attached.

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**APPENDIX 6
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

Purpose:

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the Library to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the Library, or have a plan in place to comply within a specific period of time. The Library reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of _____ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

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**APPENDIX 7
SUBCONTRACTORS**

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the Library, the Proponent may be limited to using subcontractors listed in its Proposal. If the Library objects to a subcontractor listed in a Proposal, the Library may permit a Proponent to propose a substitute Subcontractor acceptable to the Library.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	

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	Nature of Work:	
	Value:	
	Client Contact:	

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APPENDIX 8
PROOF OF WORKSAFEBC REGISTRATION

Attached as Appendix 8 to this Form of Proposal proof of valid WorkSafeBC registration.

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**APPENDIX 9
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix 9 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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PART D - FORM OF AGREEMENT

PART D
FORM OF AGREEMENT

See attached.