



Ucwalmicw Centre Society

REQUEST FOR STANDING OFFERS (RFSO) No. 0001

**Consulting Services for Independent and Assisted
Living Units for St'at'imc Elders for the Northern
St'at'imc communities & Seniors in the District of
Lillooet**

September 25, 2020

Closing date: October 23, 2020 2:00pm PST

RESPONDENT CHECKLIST

This checklist has been provided solely for the convenience of the Respondent. Its use is not mandatory and it does not have to be returned with the Standing Offer.

- | | | | |
|--------------------------|---|--------------------------|--|
| <input type="checkbox"/> | The requirements of the RFSO have been read and understood by everyone involved in putting together the Standing Offer. | <input type="checkbox"/> | The appropriate number of copies of the Standing Offer has been made |
| <input type="checkbox"/> | The Standing Offer addresses everything asked for in the RFSO. | | |
| <input type="checkbox"/> | The Standing Offer meets all the mandatory requirements of the RFSO. | | |
| <input type="checkbox"/> | The Standing Offer clearly identifies the Respondent, the project, and the RFSO number. | | |
| <input type="checkbox"/> | The Respondent's legal entity name and the RFSO number appear on each of the 4 envelopes addressed to the Society | | |

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PART 1 INVITATION**1.1 REQUEST FOR STANDING OFFERS**

Ucwalmicw Centre Society (UCS) invites Standing Offers for RFSO No.0001

1.2 DESCRIPTION OF WORK

The Ucwalmicw Centre Society (UCS) is inviting your organization to submit a proposal to enter into a standing offer agreement to provide development support, as outlined in the Scope of Services section starting on page 11, for independent and assisted living units for St'at'imc Elders for the Northern St'at'imc communities and seniors from the town of Lillooet.

The primary services required from the consultants will be the analysis and selection of a land parcel (feasibility studies), determining the most appropriate housing form, obtaining input from community members, facilitating a land designation process, developing supporting documents, and obtaining appropriate funding commitments to advance the development of the selected option. Supporting documents include a preliminary architectural drawing package as well as funding options and financial analysis.

There is a growing need for the Ucwalmicw Centre Society to develop elders housing with daily home care services that allow aging St'at'imc and Lillooet community members to live independently. As the population ages, it is important to provide housing suitable for them in terms of accessibility, proximity to the Lillooet town centre, proximity to the hospital, walkability to community amenities, and access to additional care and services if needed. Elders require culturally sensitive and inclusive facilities that offer a wide range of support.

It is the intention of the Society to enter into a Standing Offer Agreement (SOA) with the highest ranking Respondent as a result of this RFSO. The work will be assigned based on: expertise, pricing, availability, responsiveness, and demonstrated ability to provide prompt service. The allocation of work will be at the sole discretion of the Society. Feedback for unsuccessful proposals will not be provided after the contract has been awarded.

A copy of the "Standing Offer Agreement– Standard Terms and Conditions" is attached for reference (see Appendix A). Standing Offer Agreements are not contracts. The value of project is not guaranteed. There is no guarantee or implied commitment by the Society.

Please do not contact the Society for any questions regarding this RFSO. All information can be found within this document. Supporting documents can be found at <http://www.titqet.org/resources/documentsreports/>

End of Section

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1.3 STANDING OFFER SUBMISSION

- 1.3.1 Standing Offers shall be submitted in accordance with Section 00010, Part 11 - Submission of Standing Offer.
- 1.3.2 Standing Offers will be **received no later than 2:00:00p.m. local time on the 23rd of October 2020** (the “RFSOClosing”):
- 1.3.3 The time of RFSO Closing shall be established by the time on the Administration’s server.
- 1.3.4 Standing Offers received after the Standing Offer Closing at the specific physical location referred to in Section 00010, Part 11 - Submission of Standing Offer Clause 11.1, will not be considered by the Society and will be returned to the Respondent.
- 1.3.5 The submission of a Standing Offer constitutes the agreement of the Respondent to be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its Standing Offer, including any costs incurred by the Respondent after the Standing Offer Closing.
- 1.3.6 Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response are not required and unless specifically requested in the solicitation, the inclusion of elaborate artwork, corporate brochures and lengthy narratives is discouraged.

PART 2 RFSO DOCUMENTS

- 2.1 Documents may be viewed at and obtained directly from T’it’q’et’s Website:
<http://www.titqet.org/resources/documentsreports/>
- 2.2 The Society’s language in its procurement documents shall be English.

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PART 3 STANDING OFFER ENQUIRIES AND ADDENDA**3.1** Enquiries should be addressed to:**Mildred Mackenzie****Director, Ucwalmicw Centre Society****Ucwalmicw Centre Society****Email:** ucdirector@ucwalmicw.org

Please Note: The Buyer named above (or designate) is the only valid contact for enquiries. No explanation, interpretation, or clarification of the RFSO Documents by any other person whatsoever shall bind the Society in the interpretation of the RFSO Documents.

- 3.2 If the Society, in the Society's sole discretion, determines that a clarification, addition, deletion or revision of the RFSO Documents is required then the Society will issue a written addendum. Notice of the issuance of a written addendum, and the issued written addendum, will be posted on the T'it'q'et website.
- 3.3 All addenda issued by the Society shall be incorporated into and become part of the RFSO Documents.
- 3.4 If a Respondent finds any errors, omissions, or discrepancies in the RFSO Documents, it shall immediately notify the Society in writing.
- 3.5 No oral explanation, interpretation, or clarification of the RFSO Documents by any person whatsoever shall bind the Society in the interpretation of the RFSO Documents.
- 3.6 The Society in its sole discretion reserves the right to modify the terms of the RFSO at any time.

PART 4 COMPLETION OF STANDING OFFER DOCUMENTS

- 4.1 The Respondent should complete any required RFSO Forms in type.

Ucwalmicw Centre Society**PART 5 FORMAT OF STANDING OFFER & RELEVANT WEIGHTINGS**

- 5.1 Each Standing Offer should be arranged in the format described in the table below. For evaluation purposes, the relevant weightings are identified in the column on the right.

	Relevant Weightings:
Title Page	n/a
Showing RFSO number, closing date and time, Respondent's legal entity name, address, telephone number, fax number, GST number, contact person and their email address.	
Letter of Introduction	n/a
One page, introducing the Respondent and signed by the person(s) authorized to sign on behalf of and to bind the Respondent to statements made in response to this RFSO.	
Table of Contents	n/a
Include page numbers.	
Section 1: Executive Summary	n/a
One to two-page summary of the key features of the Standing Offer.	

	Relevant Weighting:
Section 2: Project Firm Qualifications & Experience	70% (Section 2 + Section 3) + Section 4)
1. Corporate Qualifications & Experience: Provide relevant corporate expertise, experience, on projects of similar size, scope and nature to the work described in Section 00100. 2. Identify initial list of sub-consultants, and other firms that will undertake the work and the specific roles or disciplines that each firm will contribute to the work. Provide an organization chart to show how firms relate/report to each other.	
3. If sub-consultants are part of the Respondent's team, highlight projects where the Respondent and sub-consultant firms and key personnel have successfully worked together.	
4. Provide a list of clients and project experience (up to 4 projects) of similar nature to the Scope of Services indicated in Section 0100, from within the past five (5) years. Provide a one or two paragraph description for each	

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<p>relevant project.</p> <p>5. From the above list of clients and project experience, provide three (3) client references*. For each reference, provide the name of the individual, their company name, their business address, telephone number, and email address. State if your sub-consultant(s) were involved on these projects.</p>	
	Relevant Weighting:
Section 3: Project Staff Qualifications & Experience	
<p>1. Provide names, qualifications, technical capabilities, and a brief description of duties for each member of the team that will be providing service to the Society (including sub-consultants). Please limit response to two (2) pages per team member. Resumes can be included as an appendix to your Standing Offer.</p> <p>2. Highlight projects where the team proposed for this work has been successful in projects similar to the Scope of Services stated in Section 00100 of this RFSO. Describe experience working with First Nation communities and highlight any examples where it was related to developing housing.</p> <p>The Respondent shall not change key staff or firms without written permission of the Society. The Society reserves the right to request reasonable changes to key personnel to suit the requirements the project.</p>	
	Relevant Weighting:
Section 4: Project Methodology:	
<p>1. Demonstrate your understanding of the nature of the Society's requirements.</p> <p>2. Describe the methodology to perform the Services as described in the context of carrying out and completing the project, while working within a budget and adhering to scope, schedule, budget, quality control and project management practices. Demonstrate how the project management approach will control all project costs, including consulting, and sub-consulting.</p>	

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	Relevant Weightings:
Section 5: Fees, Rates, Charges and Other Commercial Considerations	30%
<ol style="list-style-type: none"> 1. Submit a completed Appendix B – Fee Schedule with your Standing Offer. The purpose of Appendix B is for financial evaluation of Standing Offers by the Society. 2. In Appendix B – Part 1 identify all staff, their title, years of experience, and their level of seniority (junior, intermediate, and senior) and their respective hourly rates that may be assigned to work on the Society’s development project. Not all individuals listed in Part 1 need to be listed in Part 2. 3. All charge out rates for personnel including the named Sub-consultants shall be firm for the duration of the project. 	(Section 5)

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<ol style="list-style-type: none"> 5. The Society will not pay per diem rates for any personnel assigned to projects. The Society will not pay for any costs for flights, meals, accommodation, or per kilometer rates for any personnel. 6. Travel time shall be charged at not more than straight time between office and a destination only within the Ucwalmicw Centre Society Region. 7. The Society will only pay for the following disbursements: taxi fares, public transit fares, printed material, image acquisition, long distance phone/fax expenses, research and reference materials, and equipment rentals. The Society prefers not to pay in excess of 8% mark-up on the disbursements. 8. Special overtime rates shall not be considered. 9. Provide all fees in Canadian dollars. 10. Any exception(s) to the Standing Offer Agreement (Appendix A) and/or the General Conditions (Section 00300) shall be clearly stated. Note that any exception or variation to the stated terms and conditions will be taken into account in the evaluation of Standing Offers. Please do not attach your generic client agreements or any other terms or conditions. The parties will use the Society's terms and conditions contained in Appendix A and Section 00300. 	
<p style="text-align: right;">TOTAL WEIGHTING: (Section 2 + Section 3 + Section 4 + Section 5)</p>	<p style="text-align: center;">100%</p>

*Whereas previous experience with the Society is not required and does not in any way confer an advantage, the Society's previous experience with the Respondent may also be taken into consideration in its evaluation of Standing Offers. The Society reserves the right to rely upon its records, references, and recollection in this regard. The Society may also obtain references other than those provided by the Respondent and may use these references in determining greatest value. With the exception of references as described above, Standing Offers will be evaluated solely on information contained therein. As such, Respondents should ensure that any information they wish to be evaluated in the context of this RFSO should be clearly expressed in their submission.

Ucwalmicw Centre Society**PART 6 CHANGES TO STANDING OFFER WORDING**

- 6.1 The Respondent shall not change the wording of the Standing Offer after the Standing Offer Closing date and no words or comments shall be added unless requested by the Society for purpose of clarification.

**PART 7
SUBCONTRACTING**

- 7.1 Utilizing a qualified Subcontractor (who must be clearly identified) in order to meet the Society's requirements is acceptable. This also includes a joint submission by two Respondents having no formal corporate links. However, in this case, one of these Respondents must be prepared to take overall responsibility for successful interconnection and delivery of the Services. This must be defined in the Standing Offer.
- 7.2 Subcontracting to any firm or individual involved in the development of this Request for Standing Offers is not permitted.

**PART 8
BID RIGGING**

- 8.1 The Respondent's attention is directed to the Competition Act which provides that bid-rigging as defined in the Act is an indictable offence punishable upon conviction by a fine or imprisonment or both.

PART 9 SOLICITATION

- 9.1 The Respondent may not make any representations or solicitations to any director, officer, or employee of the Society with respect to the Standing Offer either before or after submission of the Standing Offer except as provided herein. If any director, officer, employee, agent subcontractor, supplier or other representative of the Respondent communicates with any director, officer or employee of the Society or any consultant engaged by the Society in connection with this Request for Standing Offers about this Request for Standing Offers, other than the person named under Part 3 – Pre-Standing Offer Enquiries and Addenda, the Society shall have the unfettered right, regardless of the nature of the communication, to reject the Standing Offer submitted by the Respondent.

**PART 10
IRREVOCABILITY OF STANDING OFFER**

- 10.1 The Standing Offer submitted by the Respondent shall be irrevocable and remain open for acceptance by the Society for a period of 90 days from the Standing Offer Closing, whether another Standing Offer has been accepted or not. If at any time after 90 days from the Standing Offer Closing, the Respondent has not revoked its Standing Offer in writing, the Society may accept the Standing Offer.

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PART 11**SUBMISSION OF STANDING OFFER**

- 11.1 The Respondent shall submit its Standing Offer in accordance with Appendix C - Submission Guidelines, at the address provided. The Respondent will be required to submit 4 hardcopies of the proposal.
- 11.2 No oral Standing Offers will be considered.
- 11.3 It is solely the responsibility of the Respondent to ensure that it has obtained, prior to the RFSO Closing, all Addenda issued by the Society.
- 11.4 It is solely the responsibility of the Respondent to ensure that its Standing Offer is received as set out in Section 00010, Part 11 - Submission of Standing Offer Clause 11.1 by the RFSO Closing.
- 11.5 Respondents shall be solely responsible for the completion and delivery of Standing Offers in the manner and time specified by Section 00010, Part 11 - Submission of Standing Offer. No extension of the RFSO Closing will be given to accommodate Respondents who do not comply with the requirements of Section 00010, Part 11 - Submission of Standing Offer

PART 12 STANDING OFFER OPENING

- 12.1 **Standing Offers will not be opened in public.** The Ucwalmicw Centre Society will endeavor to post the list of Respondents on the T'it'q'et website by 10:00 a.m. the business day following the Standing Offer Closing.

PART 13 RESPONDENT'S EXPENSES

- 13.1 Prospective Respondents are solely responsible for their own expenses in preparing a Standing Offer and in subsequent negotiations with the Society.

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PART 14 NON-RESIDENT WITHHOLDING TAX

- 14.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any services performed in Canada, including work performed by Canadian and/or non-resident subcontractors, are subject to a Non-Resident Withholding Tax of 15%. Exemptions from this withholding tax are available in some circumstances, but you must apply directly with Canada Revenue Agency (CRA), at least 30 days before commencing work. Please call the CRA at 1-855-284-5946 if you have any questions or to receive a copy of the application form.

PART 15 SUSTAINABLE PURCHASING PRACTICE

- 15.1 It is the Society's policy to ensure that procurement decisions for the supply of goods, services and construction take into account the Respondent's environmental and social practices, as well as economic considerations. The Society expects that each Respondent has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to work place safety, health, labour and employment, human rights and the environment. In Canada this includes but is not limited to the following: *Corruption of Foreign Public Officials Act (Canada)*, *Human Rights Code (BC)*, *Employment Standards Act*, *Workers Compensation Act (BC)*, *Canadian Environmental Protection Act, 1999*, *Fisheries Act (Canada)*, *Transportation of Dangerous Goods Act (BC)*, *Transportation of Dangerous Goods Act, 1992 (Canada)*, *Environmental Management Act (BC)*

The Society, in its sole discretion, reserves the right to reject the Standing Offer in the event the Society determines, acting reasonably on the information available to it, that the Respondent is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws. The Society's judgment in this regard will be final.

END OF SECTION

Ucwalmicw Centre Society**SCOPE OF SERVICES**

The Ucwalmicw Centre Society is pursuing the Elders housing recommendation outlined in its Elder Needs Assessment (2019). This plan includes targets and actions to identify, analyze, and develop a land parcel to provide 15 to 20 units that include a mix of independent living, assisted living, and respite care. The consultant will be required to meet with Chief and Council regarding the land as needed.

The growth of an aging First Nation population is being experienced locally in the Lillooet region, which includes six St'at'imc communities surrounding the village of Lillooet in central / interior BC:

- T'it'qet (formerly Lillooet)
- Xaxli'p (Fountain)
- Sekw'el'was (Cayoose Creek)
- Tsalalh (Seton Lake)
- Xwisten (Bridge River)
- Ts'kw'ayla (Pavilion)

Per the 2018 District of Lillooet Seniors Housing and Community Actions Plan, there are NO assisted living units in the six St'at'imc communities. Many Elders have had to leave their home community for assisted living or long-term care due to the lack of options. Elders should be able to remain in their communities – whether they are at home or in a residential facility. Services for Elders should include good quality, culturally safe care that is both acceptable to and accessible by the community.

The focus of this SOA is to secure the services of a development consultant to provide housing development expertise to the Ucwalmicw Centre Society. This involves parcel analysis, selection, land designation approved by Council, development, and extensive community engagement.

The independent and assisted living arrangements will see a diverse population living within the units. The building will be specifically designed for Elders or seniors, on reserve, with a 99-year lease considered. A land designation process is also required.

Payment to the chosen consultant will be contingent on securing funding.

The development must include, but is not limited, to the following:

- 10 independent living units where tenants pay full rent. Some may be entitled to subsidies due to disabilities or low income through BC Housing where tenants pay up to 50% of their income;
- 18 Assisted Living units (these would be open to status and non-status St'at'imc elders as a priority group and other residents where units available / unoccupied to ensure sustainability). These would be subsidized by BC Housing and tenants pay up to 70% of their income;

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c. 2 units reserved for respite care (paid by client) or hospice / palliative care (funded by IHA).

This concept development includes but is not limited to:

- a) **Development site review and analysis:** Work with members of T'it'q'et Chief and Council and the Ucwalmicw Centre Society Board to identify parcels of land and assess their suitability for the housing development; identify priority properties based on land analysis; and carry out the land designation process for preferred parcels
- b) **Community Engagement:** Develop a robust engagement strategy and process on the selected property and the housing development/design that includes (but not limited to) engaging with Elders, Physicians, broader community residents, governments, and other service providers
- c) **Planning Context:** Policy review and community context analysis
- d) **Preliminary Concepts:** Co-ordinate with an architect team to create 2 – 3 preliminary space layout options for the housing development including design considerations for available funding (BC Housing, CMHC, First Nation Health Authority and other opportunities) and providing an initial “order of magnitude” financial model. This should also include funding options for operational costs (doctors, nurses, dieticians etc.). The Consultant will produce all conceptual plans for the development of the housing site, which includes a preliminary architectural drawing package as well as funding options and financial analysis
- e) **Final Concept:** Work with The Ucwalmicw Centre Society and Council to select a preferred concept and develop a refined concept
- f) **Financial Analysis:** Create a proforma and capital and operating budget for Ucwalmicw Centre Society's preferred development option, including capital costs ascertained from a general contractor, quantity surveyor, or construction manager
- g) **Schedule:** Create a timeline for next steps of the development process including detailed Concept Plan, Rezoning, Pre-construction, Construction and Occupancy

Outside of concept development, The Ucwalmicw Centre Society would like the following services, as needed:

- h) **Project Management:** Assist with project coordination, prepare progress reports
- i) **Development Planning:** Advise on matters relating to the development, coordinate neighbourhood and tenant open houses and assist with obtaining municipal approvals
- j) **Budget and Financial Coordination:** Assist in securing project funding and capital funding from financial partners as appropriate and provide financial oversight
- k) **Schematic and Design Development:** Provide input into the design process beyond the concept stage including schematic and design development
- l) **Relationship building:** Assist the Society with establishing relationships that support housing development in the community with both the provincial and federal governments.

In their response, the Development Consultant must articulate their experience with:

- Land designation process; the consultant will need to meet with the Chief and Council, and the Ucwalmicw Board-it is desirable to obtain a 99 year lease.

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- Developing concepts and managing projects focused on providing seniors and elder care (independent living and assisted living)
- Experience with various revenue and operating models to support seniors housing
- Develop feasibility analysis that includes both capital and operating proformas
- Securing diverse funding streams to contribute to developing housing concept selected (ISC, BC Housing, CMHC, First Nations Health Authority, Regional Health Authority, and other public or private funding options)
- Working with First Nations communities, valuing community culture, and protocols
- Experience in establishing housing societies to assume operations and project oversight

END OF SECTION

ADMINISTRATION

PART 1

EVALUATION

- 1.1 Standing Offers will be evaluated by the Society. Any or all Standing Offers will not necessarily be accepted. Evaluation criteria and relevant weightings are as per Section 00010, Part 5.1.

1.1.1 All Standing Offers will be evaluated within a two-stage process. In Stage One all Standing Offers will be evaluated for the Technical Criteria only. Any Standing Offer evaluated with a score of less than (42/70) for Technical Criteria may be eliminated from further consideration.

1.1.2 All Standing Offers with a technical score of (42/70) or higher, will be evaluated in Stage Two. Stage Two includes the Technical Criteria score and the Financial Criteria score, to reach an overall score out of 100 points.

- 1.2 Evaluation of Standing Offers

It is the Society's intent to evaluate Standing Offers as promptly as possible. The Buyer named (or designate) in Section 00010, Part 3 – Pre-Standing Offer Enquiries and Addenda may contact a Respondent if a clarification is required, otherwise, they are unable to provide any details concerning the evaluation process until after the evaluation has concluded and a Standing Offer is accepted.

The acceptance of the Standing Offers will be published on the T'it'q'et website. The Ucwalmicw Centre Society wishes to thank all Respondents for their effort in responding to this bidding opportunity. There will be no debrief option for unsuccessful Respondents.

PART 2

OWNERSHIP OF STANDING OFFERS

- 2.1 All responses to this RFSO become the property of the Society.

PART 3

PRIME CONTRACTOR DESIGNATION

- 3.1 The Society shall be deemed to be the Prime Contractor within the meaning of Part3, Division 3, Section 118(1) of the Workers Compensation Act.

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PART 4**ACCEPTANCE OF TERMS**

- 4.1 All the terms and conditions of this RFSO are assumed to be accepted by the Respondent and incorporated in its Standing Offer, except those revisions that are proposed or requested in the Standing Offer.
- 4.2 Any exception(s) to the Standing Offer Agreement (Appendix A) and/or the General Conditions (Section 00300) shall be clearly stated. Note that any exception or variation to the stated terms and conditions will be taken into account in the evaluation of Standing Offers (see Part 1 – Evaluation above).

PART 5 NEGOTIATION

- 5.1 Subsequent to the submission of Standing Offers, interviews and negotiations may be conducted with any of the Respondents, but there shall be no obligation on the part of the Society to receive further information, whether written or oral, from any Respondent nor to disclose the nature of any Standing Offer received.

PART 6 CONFLICT OF INTEREST

- 6.1 The Respondent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such an interest be acquired during the term of this Agreement, the Respondent shall declare it immediately in writing to the Society. If the Respondent does declare a conflict of interest the Society may direct the Respondent to resolve the conflict of interest to the Society's satisfaction.
- 6.2 Standing Offers will not be evaluated if the Respondent's current or past corporate or other interests may, in the Society's opinion, give rise to a conflict of interest in connection with this RFSO.

PART 7 ACCEPTANCE AND REJECTION OF STANDING OFFERS

- 7.1 Notwithstanding any other provision in the RFSO Documents, any practice or custom in the industry, or the procedures and guidelines recommended for use on publicly funded projects, the Society, in its sole discretion, shall have the unfettered right to:
- (1) accept any Standing Offer;
 - (2) reject any Standing Offer;
 - (3) reject all Standing Offers;
 - (4) accept a Standing Offer which is not the lowest Standing Offer;

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- (5) reject a Standing Offer even if it is the only Standing Offer received by the Society; and
 - (6) accept all or any part of a Standing Offer.
- 7.2 Standing Offers which contain qualifying conditions or otherwise fail to conform to the requirements of the RFSO may be disqualified or rejected. The Society may, however, in its sole discretion, reject or retain for its consideration Standing Offers which are non-conforming because they do not contain the content or form required by the RFSO or for failure to comply with the process for submission set out in Section 00010.
- 7.3 The Society will notify the successful Respondent in writing that its Standing Offer has been accepted.
- 7.4 The Society will issue written authorization to proceed with the work. The detail of authorization will include general scope of work, term of engagement and the cost to be paid to the Contractor.

PART 8 CONFIDENTIALITY AND SECURITY

- 8.1 The following conditions apply:
- (1) The RFSO Documents, or any portion thereof, may not be used for any purpose other than submission of Standing Offers; and
 - (2) The successful Respondent must agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of carrying out the work or performing the Services.
- 8.2 It is the Society's policy to maintain confidentiality with respect to all confidential information related to the Standing Offer, but the Respondent acknowledges and agrees that any confidential information disclosed by it to the Society may be subject to a request for public disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause and Clause 8.3, the "Act").
- 8.3 The Respondent acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the Society fits within Section 21 of the Act, the Respondent must specifically advise the Society and request the Society not to disclose that information. However, confidentiality cannot be guaranteed.

PART 9 DISCLAIMERS/LIMITATIONS OF LIABILITY

- 9.1 Neither acceptance of a Standing Offer nor execution of an Agreement shall constitute approval of any activity or development contemplated in any Standing Offer that requires any

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approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw. It is the responsibility of the successful Respondent to obtain such prior to commencement of the Services.

- 9.2 The Society, its directors, employees, and contractors expressly disclaim any and all liability for any representations or warranties, expressed or implied or contained in, or for omissions from this RFSO or any written or oral information transmitted or made available at any time to a Respondent by or on behalf of the Society. Nothing in this RFSO is intended to relieve a Respondent from forming its own opinions and conclusions in respect of this RFSO.
- 9.3 Except as expressly and specifically permitted in this RFSO, no Respondent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Request for Standing Offers, and by submitting a Standing Offer each Respondent shall be deemed to have agreed that it has no claim.

END OF SECTION

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PREAMBLE

When the Society contracts the work under a Standing Offer Agreement that has resulted from this RFSO, a contract will be formed between the Society and the Consultant for the project, and the terms and conditions contained in this section will apply.

1.0 DEFINITIONS

The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below.

- 1.1** “Agreement” means the contract formed which includes all of the terms and conditions contained in Appendix A – Standing Offer Agreement and Section 00300.
- 1.2** “Contractor” and “Consultant” shall both mean the successful Respondent selected as a result of this RFSO.
- 1.3** “Respondent” shall mean the firm responding to the RFSO.
- 1.4** “Standing Offer” means a Respondent’s formal response to the RFSO.
- 1.5** “Request for Standing Offers” and “RFSO” both mean this document consisting of the items listed in the Table of Contents (Section 00001) and any subsequent Addenda.
- 1.6** “Subcontractors” means the independent contractors, associates and consultants retained by the Contractor to assist in the performance of the Services.

2.0 ASSIGNMENT

- 2.1** The Contractor shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the Society, such consent not to be unreasonably withheld.
- 2.2** No assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon the Society.

3.0 STANDARD OF CARE AND QUALIFICATIONS

- 3.1** The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by Contractors experienced in providing such Services. The Contractor acknowledges that its qualifications and experience were a major factor in the selection of the Contractor for the work set out in this Agreement.

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3.2 Without limiting any other remedy which the Society may have, the Contractor at its sole cost upon written request of the Society shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Section 00300 Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Contractor shall do all such things that may be reasonably required by the Society to satisfy the Society that the Services have been duly rectified or performed in accordance with the terms of this Agreement.

3.3 The Contractor shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

3.4 The Contractor shall not change its key personnel without written approval of the Society, such approval not being unreasonably withheld.

4.0 CONFIDENTIALITY

4.1 Definition of Confidential Information. In this Agreement, "Confidential Information" means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel, and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.

4.2 Obligation of Confidentiality. It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During the term of this Agreement and for a period of five (5) years thereafter, subject to Section 00300 Clause 4.3 and 4.4, each party agrees:

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

4.3 Freedom of Information and Protection of Privacy Act. The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the Society under this Agreement may be subject to a request for public disclosure under *the Freedom of Information and Protection of*

Ucwalmicw Centre Society

Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time (in this Clause, and 4.4 the "Act").

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

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

5.0 SOCIETY'S RESPONSIBILITIES

5.1 The Society shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as they deem necessary or appropriate under this Agreement.

6.0 INDEMNITY

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

6.2 The terms and conditions of Section 00300 Clause 6.1 shall survive notwithstanding the completion of all Services and the obligations and duties under this Agreement and the termination for any reason whatsoever of this Agreement.

6.3 The indemnity provided in Section 00300 Clause 6.1 by the Contractor to the Indemnified Parties shall not in any way be limited or restricted by the insurance set out in Section 00300 Clause 11 or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

7.0 NO WAIVER

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

8.0 CONTRACTOR STATUS

Ucwalmicw Centre Society

8.1 This is an agreement for the performance of Services and the Contractor is engaged under the Agreement as an independent Contractor for the sole purpose of providing the Services. Neither the Contractor nor any of the Contractor's personnel is engaged by the Agreement as an employee, servant or agent of the Society.

8.2 It is understood and agreed that the Contractor will act as an independent Contractor and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT

9.1 Title. The title, property rights and ownership in and to all present and future materials and information produced or prepared by the Contractor pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the Society without any payment by the Society therefor.

9.2 Patent and Copyright. The title, property rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Society without any payment by the Society therefor.

9.3 Further Assurances. The Contractor shall upon request by the Society, do all such things and execute and deliver to the Society all such documents and instruments as the Society shall reasonably require in order to vest title, property rights and ownership in the Society as provided in Section 00300 Clause 9.1 and 9.2 and the Contractor shall execute and deliver all such assignments, documents and instruments as may, in the Society's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

10.0 NOTICES

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

11.0 INSURANCE**11.1 Insurance to be provided by the Contractor**

Ucwalmicw Centre Society

11.1.1 The Contractor shall provide, maintain and pay for the following insurance:

(a) Contractor Equipment Insurance

“All risks” equipment insurance covering owned and non-owned machinery and equipment used by the Contractor for the performance of the Services.

(b) Automobile Liability Insurance

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

(c) Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that the Ucwalmicw Centre Society is additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

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

(d) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than \$1,000,000 on a claims-made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of Services provided under this Agreement.

11.1.2 The Contractor shall, upon written request of the Society, provide to the Society certificates of insurance which shall include a provision that such insurance shall not be cancelled or modified without at least 30 days written notice to the Society.

11.1.3 The Contractor and subcontractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.

12.0 DELAY IN PERFORMANCE

Ucwalmicw Centre Society

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

13.0 SEVERABILITY

- 13.1** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

14.0 CONFLICT OF INTEREST

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

15.0 GOVERNING LAW

- 15.1** The Agreement shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to arbitration under Section 00300 Clause 16, the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

16.0 DISPUTE RESOLUTION

- 16.1** All claims, disputes or issues in dispute between the Society and the Contractor shall be decided by arbitration if the parties agree, or failing agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

Ucwalmicw Centre Society

- 16.2** In the event that the parties agree to arbitration, pursuant to Section 00300 Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.
- 16.3** In the event that the parties agree to arbitration, the arbitration shall take place in Lillooet, British Columbia and be governed by the laws of British Columbia.
- 16.4** The procedure set out in Section 00300 Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the Society and the Contractor.

17.0 TERMINATION

Termination for Default

- 17.1** The Society may terminate the Agreement, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws.
- 17.2** The Society may terminate the Agreement in whole or in part in writing if the Contractor defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the Society acting reasonably deems it impractical, the Contractor shall be entitled to cure the default within 10 days of receipt of written notice from the Society. Failure to cure the default within the 10-day period or as mutually extended by agreement between the Society and the Contractor, shall entitle the Society to terminate this Agreement immediately.
- 17.3** If the Society terminates the Agreement under Section 00300 Clause 17.1, or 17.2 upon receipt of written notice of termination, the Contractor shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the Society all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

- 17.4** Notwithstanding the provision of Section 00300 Clause 17.1 or 17.2 the Society shall be entitled at any time during the Agreement to terminate this Agreement upon written notice to the Contractor. Upon receipt of written notice of termination, the Contractor shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the Society all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Payment on Termination without Default

- 17.5** Upon termination under Section 00300 Clause 17.4, the Society shall pay the Contractor for the

Ucwalmicw Centre Society

Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Contractor as a result of the termination.

18.0 PAYMENT

18.1 The Contractor shall submit invoices to the Society for Services performed monthly (the “billing period”) during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

18.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Contractor shall also provide to the Society upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the Society shall request.

18.3 Except for the amounts which the Society in good faith is disputing and except for any set off which the Society may claim and except for invoices (or portions of invoices) in respect of which the Society has requested and not received supporting evidence under Section 00300 Clause 18.2, the Society shall pay invoices submitted to it for the Services within 30 days receipt thereof.

18.4 The Contractor shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The Society or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.

18.5 Payment is solely contingent on securing funding.

19.0 SUBCONTRACTORS

19.1 The Contractor may retain Subcontractors to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Subcontractors and provided that the Contractor shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The Contractor shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.

20.0 EXTRA WORK

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

21.0 WORK AND SERVICES OMITTED

Ucwalmicw Centre Society

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

22.0 THIRD PARTY RIGHTS

22.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Society and the Contractor.

END OF SECTION

APPENDIX A**UCWALMICW CENTRE SOCIETY HOUSING SOCIETY****STANDING OFFER AGREEMENT (SOA) – STANDARDS**

The Standing Offer Agreement (hereafter called “Agreement”) is issued to cover the supply of goods or services specified to the Ucwalmicw Centre Society.

1. Definition

This Agreement is not an actual order for the supply of goods or services. It is an agreement to allow for the purchase of the specified goods and services when required by Ucwalmicw Centre Society, in accordance with the prices, terms and conditions as detailed. It confirms the fact that you have offered to supply the goods or services.

2. Rights

The Ucwalmicw Centre Society reserves the right to increase or decrease the financial expenditure estimate, and to amend, change, or terminate this Agreement prior to the expiry date.

3. Payment

The Contractor shall receive payment for those goods or services as ordered and received or performed within this “Agreement”, on completion of the contractual obligations as detailed herein.

4. Procedure

The supply of any goods or services by the Contractor to the Ucwalmicw Centre Society shall be made by means of one of the following ordering procedures (Actual acceptance of Standing Offer).

- a) by way of **Purchase Card** for goods or services valued under \$5,000.00;
- b) any other stipulated method.

5. Shipping and Invoicing

Any goods or services supplied by the Contractor shall be shipped to or delivered to the address indicated at the time of ordering. All shipments of goods must be accompanied by a **packing slip** firmly attached to or enclosed in that shipment.

All ‘invoices’ as submitted by the Contractor, shall be for those goods/services that have actually been supplied and/or received by the Ucwalmicw Centre Society. Invoices are to be submitted for

payment to the office as indicated on the ordering document. All packing slips and invoices must have the following details clearly shown:

- the ordering document reference number;
- the Agreement reference number;
- itemized listing of goods/services supplied;
- quantities, unit and extended prices;
- discounts (if applicable).

6. Financial Expenditure Estimate

The Ucwalmicw Centre Society has determined the “Financial Limitation” on the basis of previous and/or anticipated consumption. This estimate is provided in good faith, but by no means constitutes a firm or implied commitment by the Society to expend that or any amounts. The actual expenditure against this Agreement shall be restricted to those goods or services ordered and received by the Society.

7. Payment Terms

All suppliers’ invoices shall be paid 30 calendar days after receipt of invoices, or of the goods and services, whichever is later.

END OF APPENDIX A

APPENDIX B – FEE SCHEDULE

Submit a completed Appendix B – Fee Schedule with your Standing Offer.

FEE SCHEDULE

Part 1 requires Consultants identify the years of experience and charge-out rates for each member of the team that may work on the Society's independent and assisted Elders/Seniors Housing Project.

Team Member Name	Role/Job Title	Years of Related Experience	Level of Seniority (Junior/Intermediate/Senior)	Hourly Rate (\$)

APPENDIX C SUBMISSION GUIDELINES

The Society requires that 4 hardcopy proposals. Each proposal should be submitted in a separate sealed envelope and grouped together in another sealed envelope. They must be received by the closing date and closing time at the following address:

10 Paul Street
PO Box 152
Lillooet B.C. V0K1V0

Electronic copies will not be accepted.

Email submissions not accepted.