



REQUEST FOR PROPOSAL

CITY OF WHITEHORSE

RFP 2015-PLA0002

Northeastern Urban Containment Boundary Expansion Area Pre-Feasibility Assessment

Please carefully read the attached document and submit your Proposal to the address noted below by the closing deadline of **4:00:00 p.m. PST on January 22, 2016.**

Proposals will only be considered when received by the closing date and time specified above.

DOCUMENT PICK-UP

The official Request For Proposal (“RFP”) will be emailed to Proponents at their request from procurement@whitehorse.ca

Proposal Submissions must be emailed to procurement@whitehorse.ca
Submission by facsimile or paper delivery is not acceptable.

Deadline for Questions:	January 15, 2015 at 4:00:00 p.m. PST
Contact for Questions:	Kinden Kosick, Planner, Planning & Building Services Email: procurement@whitehorse.ca

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1 Introduction

1.1 General

By submitting a Proposal, a Proponent agrees that, upon Proposal Acceptance, the Proponent, if selected as the Preferred Proponent, will execute the Contract substantially in the form included in Section 3 of this RFP. The Preferred Proponent's Proposal, or any portion thereof, may form part of the Contract at the City's discretion.

1.2 Proponent Composition

If for any reason a Proponent wishes or requires to add, remove or otherwise change a member of its Proponent Team after the closing time, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Proponent Team, or there is a change to the legal relationship among any or all of the Proponent and its Proponent Team members, then the Proponent should submit a written application to the City for approval, including supporting information that may assist the City in evaluating the change. The City, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the City will consider the objective of achieving a competitive procurement process that is not unfair to the other Proponents. For clarity:

- a) the City may refuse to permit a change to the membership of a Proponent Team if the change would, in the City's judgment, result in a weaker team than was originally submitted; or
- b) the City may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a Proponent Team member, or changes to the legal relationship among the Proponent and/or Proponent Team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent Team originally submitted.

The City's approval may include such terms and conditions as the City may consider appropriate.

1.3 Proponent Teams

By submitting a Proposal, a Proponent, on its own behalf and as an authorized agent of each firm, corporation or individual member of the Proponent and Proponent Team, represents and confirms to the City, with the knowledge and intention that the City may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

2 Instructions to Proponents

2.1 Registration

Proponents will become registered through requesting and receiving an electronic copy of the RFP documents by emailing procurement@whitehorse.ca. All addenda, if issued, will be sent electronically to the registered email address that requested the original documents.

2.2 Estimated Timeline

The City's intended schedule for the Project is as follows:

Action	Estimated Date
RFP Release	December 11, 2015
Deadline for inquiries	January 15, 2016
Closing Time	4:00:00 PM January 22, 2016
Council Approval of Contract	February 22, 2016
Draft Report with Engineering Concepts	November 1, 2016
Final Report	December 1, 2016

The dates listed above are estimates and the City reserves the discretion to change any of the above dates.

2.3 Proposal Submission

Proposals must be submitted electronically by email to procurement@whitehorse.ca and should be addressed to the Controller, Financial Services.

Email proposals should be a .pdf document unless otherwise specified in this RFP document. Please include in the subject line "**Submission for RFP 2015-PLA0003 <insert Proponent name>**" The body of the email should contain the information below:

RFP 2015-PLA0003
Northeastern Urban Containment Boundary Expansion Area
Pre-Feasibility Assessment
and including the proponent's name and contact information and addressed to:
Controller, Financial Services
procurement@whitehorse.ca

Proposals must be received by the email address above **before 4:00:00 P.M. PST, Friday, January 22, 2016**. Proposals received after this time will not be considered regardless of the reason for being late.

Proposals received by facsimile or paper delivery will not be accepted or considered further for evaluation and will be destroyed by the City or returned to the Proponent, respectively, upon receipt.

2.4 Two-File Submission

Proposals must be submitted in 2 electronic files. The first file must contain the Proposal contents as outlined in “**File 1**” below and be structured in the same order. The second file **must be password protected** and contain Proposal contents as outlined in “**File 2**” below. The password for the File 2 will be requested during the proposal evaluation as specified in section 4.4. Both files must be in PDF format, unless otherwise specified in this document.

File/Envelope 1:

1. Letter of introduction
2. Discussion of the project and relevant issues
3. Project approach and methodology
4. Personnel proposed, their specific role, and estimated personnel hours
5. Schedule – Day 1 is to be day of the award of the work to the successful bidder. The schedule should contain sufficient detail for the City to see how the consultant intends to address the items discussed
6. Appendix 1 – Experience:
 - Reference information for each similar project completed by the firm’s proposed personnel. This reference information is to be submitted on a separate page for each project, in the following format:
 - Project – Title and date
 - Client – Name and telephone number
 - Client Contact – Name, position and telephone number
 - Project Manager – Manager from the consulting firm
 - Description – Description of the project and its relevance to this project
 - The ‘Consultant Rating’ portion of the experience checklist table provided in Appendix D is to be completed and signed by the proponent
7. Appendix 2 – Resumes of proposed personnel
8. Appendix 3 – Corporate information
9. Appendix 4 – Proof of Insurance as detailed in Appendix C of this document.

File/Envelope 2:

1. Consultant fees (hourly and totals for each member of the project team, as indicated in Appendix F)
2. Proof of local content (as described in Appendix B)

2.5 Amendment of Proposals

A Proponent may amend any aspect of their Proposal by emailing notice or amendments to the Controller, Financial Services at procurement@whitehorse.ca before the RFP Closing date and time.

Such notice or amendments should be signed by a person or persons authorized to sign on behalf of the Proponent. A Proponent may not amend any aspect of their Proposal except as set out in this Section.

2.6 Public Opening

The public opening will occur at City Hall, 2121 2nd Avenue, Whitehorse, Yukon, Y1A 1C2. The exact location within City Hall will be communicated to the Proponents upon arrival.

2.7 Inquiries

All inquiries related to this RFP should be directed to the contact (“City Representative”) at the email address below prior to the Deadline for Inquiries:

City Representative: Kinden Kosick, Planner

Email Address: procurement@whitehorse.ca

Information obtained from any person or source other than the City Representative may not be relied upon. Inquiries and responses will be recorded and may be distributed to all Proponents at the City’s discretion. Proponents are responsible for checking the RFP and related documents for completeness. Proponents finding discrepancies or omissions in the Contract or this RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. The City may respond to requests for clarification or issue addenda at any time. However, the City reserves the right, at its discretion, not to respond to any inquiry or request received, including if the inquiry or request is received without sufficient time before the Closing Time.

If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with Section 2.8.

2.8 Addenda

Addenda are the only means by which the City will vary, clarify or otherwise change any of the information contained in this RFP. The City reserves the right to issue addenda at any time prior to the Closing Time. The Closing Time may be changed by the City by an addendum at any time prior to the Closing Time, for any reason.

If the City determines that an amendment or clarification to this RFP is required, the City Representative will email an addendum to registered Proponents from procurement@whitehorse.ca to the same email address Proponents requested the document package from. No amendment of any kind to this RFP is effective unless it is contained in a formal Addendum issued by procurement@whitehorse.ca. No oral conversations or representations from the City Representative or any other person will affect or modify any provision of this RFP or may be relied upon by any Proponent.

2.9 Language

Proposals should be in English. The City reserves the right to not review any portion of a Proposal that is not written in English.

2.10 Late Proposals

Proposals received after the Closing Time will not be accepted and will be returned unopened to the Proponent. It is the sole responsibility of the Proponent to ensure its Proposal is received at the Submission Location by the Closing Time. All risks and consequences of incorrect delivery of a Proposal are the responsibility of the Proponent regardless of the reason.

3 Terms of Reference

3.1 Background

The OCP discusses areas for urban growth within the City and, on Table 6 (page 23), lists five New Residential Development Areas. This includes the “Along Long Lake Road” area. At this time, there is very little information regarding the feasibility of residential development at this location. The table mentions that an additional bridge would be required for the development to occur.

This location is mainly designated “Future Planning” in the OCP, with the expectation that development in it would not be contemplated until other properly designated areas have been developed first. Map 5, showing the Urban Containment Boundary (UCB), reinforced this by only showing this area as an expansion to the UCB, and not part of it.

Due to the very long timeframes and steps associated with new neighbourhood development, it is appropriate to gather background information on this site at this time. This information would help inform a future OCP Review.

The City has already hired consultants to complete preliminary geotechnical, fisheries and wildlife, heritage, and contour assessments. Copies of the reports are available on the project website at www.whitehorse.ca/longrange .

The work that is proposed in this exercise consists entirely of background and assessment work that contributes towards future consideration of neighbourhood development and is necessary to enable this sort of more detailed planning to be done in the future.

While there is some government, First Nation, and stakeholder involvement, there is no public input contemplated as part of this background work. Nonetheless there may be some public interest and it will be important to continue to communicate the message that this is strictly background and technical work being conducted at this time.

3.1.1 Study Area

Urban Containment Boundary (UCB) Expansion Area shown on Map 5 of the Official Community Plan (OCP). The study area can be described as:

- the Northeastern UCB Expansion Area (generally described as located east of the Yukon River near Long Lake), the third site listed in Table 6 of the OCP, and includes approximately 400 hectares of vacant commissioner’s land.

Please note that a similar Request for Proposals has been issued for another UCB Expansion Area – titled the Southern Urban Containment Boundary Expansion Area. Both RFPs require similar consulting services and work. To register and receive a copy of RFP 2015-PLA0002 Southern UCB Expansion Area email procurement@whitehorse.ca .

A map of the Northeastern UCB Expansion Area is included in Appendix “A” of this document. Note that the boundaries of the study area are flexible and may be adjusted based on discussion with First Nations, review of background information, or to reflect a reasonable development footprint.

3.2 Objectives

The project objective is to complete the necessary data gathering and background information to determine if development is feasible, both technically and economically, in this location and to inform a future OCP on whether this area should be included in the Urban Containment Boundary and designated for development. The goal is not to provide a “master plan” for this area, but rather to prepare the necessary background and technical information prior to moving forward with more detailed investigation and planning work.

The City is particularly interested in obtaining engineering information and an analysis on what the significant system upgrades are that would essentially determine whether development is feasible or not. This includes but is not limited to:

- servicing constraints and costs;
- transportation and traffic considerations (including a bridge connection over the Yukon River);
- geotechnical and terrain challenges;
- hydrogeological conditions;
- environmental considerations;
- recreational values; and
- any other infrastructure and engineering challenges.

The City is looking for proposals to complete a technical investigation of the Southern Urban Containment Boundary Expansion Area. The basic objective of the pre-feasibility assessment is to prepare an analysis of development potential based on:

- Desktop Geotechnical Evaluation;
- Fisheries and Wildlife Evaluation;
- Heritage Survey;
- LiDAR and Contour Data;
- Other previous studies and plans related to the study area (i.e. Official Community Plan, Area Development Schemes)
- Completion of a conceptual level feasibility and engineering assessment of the area, including off-site improvements and requirements;
- Provision of a final report summarizing all material that provides recommendations on the feasibility of future residential development in the UCB Expansion Area.

It is expected that this work will include consultation with government agencies, First Nation governments, the City of Whitehorse, and stakeholders.

3.3 Consultant Tasks and Deliverables

This project will involve four primary tasks for the UCB Expansion Area. A final report is also required, and is discussed in detail under section 3.3.5.

- Task 1 – Background Research and Site Familiarization;
- Task 2 – Government, First Nation, Stakeholder Consultation;
- Task 3 – Preparation of Feasibility and Conceptual Engineering Assessment for the Area; and
- Task 4 – Completion of a Biophysical Assessment and Recreational Value and Usage Assessment for the Area.

The Feasibility Assessment Report must be a high quality and attractive document that will be easy for the public to understand. All included charts, illustrations and maps should be of the highest quality. In addition to written analysis and recommendations, it is expected that there will be a significant mapping component to this project outlining areas suitable for development and areas that should remain natural.

A digital version of each report must be provided in Microsoft Word 2010 (or earlier) and in an unlocked and searchable Adobe Acrobat PDF format version. The searchable PDF may be provided in addition to the final report to protect digital signatures.

Mapping and figures should be in colour where appropriate. In addition to hard copies generated, all mapping and figures generated for all reports must be provided on a CD in their source digital file format. Any maps must be supplied in a format compatible with AutoCAD Version 2012 (or earlier) as well as in unlocked PDF form. Five bound hard-copies must be supplied.

3.3.1 Task 1 - Background Research and Site Familiarization

The consultant will be required to familiarize themselves with all relevant background information, as well as the site and all of its features. The consultant will be required to review existing reports and assessments that have been completed for the area including:

- EBA Geotechnical Assessment
- EDI Wildlife and Bird Assessments
- Stantec Heritage Assessment (abridged version)
- McElhinney LIDAR and contour mapping
- Other previous plans and studies

Consultants preparing a bid for this RFP will be provided these reports upon request. Due to the large file size, the reports will be available on the project website at www.whitehorse.ca/longrange. These documents will be assessed and incorporated as part of the final report and recommendations.

There are other documents, studies, reports, and mapping that the consultant may refer to as part of this project, which will be made available by the City. The consultant will also be required to make site visits, whereby they should refer to all corresponding mapping and background information regarding water resources, existing land uses, existing vegetation and terrestrial resources.

The consultant will also be required to refer to the 2010 City of Whitehorse Official Community Plan, the Zoning Bylaw 2012-20, and the City's Parks and Recreation Master Plan, as well as any further information that is deemed relevant to the project. Documents are listed in section 3.6.

3.3.2 Task 2 - Government, First Nation, Stakeholder Consultation

The consultant will conduct meetings with the following groups to determine any major issues concerns with potential future development in the Urban Containment Expansion Area (other groups may also be considered):

- Yukon Environment
- Yukon Energy, Mines and Resources
- Yukon Community Services
- Kwanlin Dün First Nation
- Ta'an Kwäch'än Council
- City of Whitehorse Administration

The consultant will clearly state to each group that the purpose of the meeting is to identify any major issues or concerns that would need to be addressed if neighbourhood planning were to move forward in the future. This is not an opportunity to provide input into a future planning process, that opportunity will be provided if the City and Yukon Government decide to move forward with neighbourhood planning at some time in the future. The purpose of these meetings is to identify any local or traditional knowledge, or major issues or concerns in the UCB expansion area. As this task is meant to investigate underlying issues and potential concerns that have not yet been identified, other stakeholder or government groups may be proposed by the consultant if felt necessary. The consultant will provide minutes of each meeting as well as a summary of concerns and issues that were raised.

3.3.3 Task 3 - Preparation of Feasibility and Conceptual Engineering Assessment for the Area

The consultant will provide a complete feasibility and conceptual engineering assessment for considering potential development in the area. A major component of this task is to assess and determine the feasibility of connecting to major infrastructure including water, sewer, electrical, transportation, and telecommunication systems.

The assessment should consider the impact on other city infrastructure and transportation systems as well as any upgrades/changes, including both city-wide and off-site that would be required. It is particularly important to gain a full understanding of the significant items such as city-wide infrastructure upgrades that would guide a decision on whether development is technically feasible at this location. This includes an analysis of major infrastructure components, geotechnical constraints, and transportation and traffic considerations.

For the Northeastern Urban Containment Boundary Expansion Area, a major component of this task will be to determine the feasibility associated with constructing a second vehicle and active transportation bridge over the Yukon River. As mentioned in the OCP, a second bridge is required to enable potential development in the expansion area. The consultant will be required to provide a complete assessment of constructing a bridge including but not limited to feasibility, scope of work, costs, location, and associated impacts on existing and planned infrastructure (i.e. transportation systems).

There may be several options for providing servicing to the site (i.e. water servicing options such as a new water system vs connecting to an existing system). It is expected that the consultant will provide detail on each option, including costs, timelines to develop the infrastructure and implications for each option, and make a recommendation as to which is preferred. The option to provide on-site servicing or alternative servicing options may also be explored as it may offer greater feasibility.

The consultant will provide Class D Cost Estimates as a 2015 value for connecting and upgrading each infrastructure system, as well as for major off-site infrastructure components that may be required, such as reservoirs, bridges, or other upgrades. Standalone infrastructure systems, such as new water distribution wells, should be explored to determine the most suitable strategy for providing the required infrastructure to each site. In addition, preliminary returns based on a minimum amount of density needed to achieve cost recovery should be provided. The City can assist with providing general density calculations and land development costs/sale values based on existing neighbourhood developments. The City is not looking for a complete market assessment due to the long timeframe associated with developing these areas.

It is expected that the consultant will provide conceptual engineering drawings at an appropriate scale and level of detail to make a proper analysis on servicing options.

3.3.4 Task 4 - Completion of a Biophysical Assessment and Recreational Value and Usage Assessment for the Area

The City has identified the need for two major assessments to help guide whether development is feasible – Biophysical Assessment and a Recreational Value and Usage Assessment. The consultant will expand on the wildlife and bird assessment completed by EDI and will undertake further analysis of the LIDAR and contour data to provide a map representation of ecosystem and habitat mapping, sensitive vegetation/riparian areas, terrain hazards, and significant slopes. It is expected that there will be a field work component to this analysis to ground truth data. This task should also include a desktop level hydrogeological assessment. The consultant will provide a report detailing the data collection process, mapping conclusions, and recommendations for future development.

The consultant will also complete a recreational value and usage assessment for the area including a review of relevant background information, such as City trail plans, the OCP, and other documents as listed in section 8.2. The consultant will also conduct interviews with relevant government and stakeholder groups to determine the recreational value of each location. Groups will include the City Parks and Trails Department, the Klondike Snowmobile Association and Boreale Mountain Biking. Other groups may be considered.

It is expected that the consultant will provide minutes of any meetings, analysis of reports and meetings, and a map will be produced showing major trail networks and usage, as well as the most valuable recreation areas in the site.

3.3.5 Pre-Feasibility Assessment Content and Attributes

The consultant will prepare a final report that summarizes each of the previous tasks as well as provides a complete analysis on the feasibility of development within the UCB expansion area.

In addition to written analysis and recommendations, it is expected that there will be a significant mapping component to this project outlining areas suitable for development and areas that should remain natural, based on a compilation of all data and mapping exercises.

The report will contain a recommendation on whether the area should be designated for development in a future OCP and whether further detailed planning and engineering work should be completed based on all of the information gathered. In addition, the consultant is to provide a detailed step-by-step guide for next steps – including the descriptions of each task, the approximate timeline for undertaking and completing each task, and the approximate duration.

Finally, the report will also contain all engineering drawings and analysis required to arrive at the final recommendation.

It is expected that the consultant will work closely with the City in developing the concepts for the report. Draft work should be submitted at key milestones for review to ensure that major revisions are not required to the final report. A draft report will be submitted for City review and presentation to Council and Management. The consultant will then be asked to make revisions as necessary.

Revisions due to spelling mistakes, grammar, or incorrect information will be corrected at the consultants cost. The City reserves the right to refuse a submitted draft or final version if, in the opinion of the City, the submission contains a significant number of mistakes.

3.4 City Tasks

The City will:

- Manage logistics of various meetings or events, such as room bookings, catering, and setup
- Prepare all communication material for both Council and public consumption and website management
- Prepare all administrative reports and presentations required for Council-related processes
- Provide photos that can be included in project materials, including flyover images
- Assist with access to GIS data and imagery, as available (e.g. vegetation classification, trails, aerial photos, contours, roads)

3.5 Timeline and Events

The preliminary schedule is outlined in section 2.2 but as this project is not time sensitive, an alternate schedule may be proposed by the consultant.

3.6 Budget

This project is funded through a contribution agreement between the City of Whitehorse and the Yukon Government. This agreement provide \$300,000 in funding for the Northeastern UCB Expansion Area, which covers all previous background work, City staff time, as well as this RFP. As such, the approximate budget for this project is \$100,000 to \$135,000 per study area.

3.7 Reporting Requirements

The consultant will be expected to provide regular bi-weekly updates on the consulting process to the Project Manager, Planner Kinden Kosick. An update must be provided at each change in stage of the process in accordance with the timeline outlined in section 2.2. A summary of hours spent to date must be provided to ensure the project remains on-budget. If the timing of the stages needs to be amended, an explanation of the circumstances and a proposed new timeline must be provided.

3.8 Resources

One kilometre square air photo sheets are available from the City. The study area has been mapped with one metre contours and further LiDAR data is available. A recent 2014 orthophoto also exists in digital form.

Other available mapping includes digital cadastral, planimetric and infrastructure information such as overall water and sewer, and storm sewer mapping. The terrain, wetlands and soil maps and the mineral/gravel resource potential are also available in digital form.

Consideration should be given to the following documents and will be made available at the City Planning and Building Services office for review by interested consultants, some but not all can be lent out:

- Integrated Community Sustainability Plan, City of Whitehorse (2015);
- Feasibility Level Geotech Assessment Northeastern UCB Expansion Area, Tetra Tech EBA (2014);
- Heritage Resource Inventory Northeastern UCB Expansion Area, Matrix Research Ltd (2014);
- North Eastern UCB Fish and Wildlife Baseline, EDI Environmental Dynamics Inc. (2014);
- City of Whitehorse Regional Parks Plan (2014);
- East of Yukon River Trail Network Plan, City of Whitehorse (2014);
- Zoning Bylaw, City of Whitehorse (2012);
- Official Community Plan, City of Whitehorse (2010);
- City of Whitehorse Trail Plan, City of Whitehorse (2007);
- Parks and Recreation Master Plan, City of Whitehorse (2007);
- Geotechnical Suitability Study 2nd River Crossing, Whitehorse Yukon, Hoggan Engineering (2002);
- Marwell Area Planning Report (2001);
- Significant Wildlife Area Report, AEM Ltd. (2000);
- Yukon River Corridor Plan (1999);
- Soil, Terrain, and Wetland Study, Mougeot Geoanalysis (1997);

4 Proposal Contents and Evaluation

4.1 Proposal Submission

The Proposal must be submitted in accordance with the instructions in Section 2 of this RFP. The contents and documentation requirements for the Proposal are outlined below and must be strictly adhered to.

4.2 Form of Proposal

Proposals shall not exceed 15 pages in length, excluding items 6 to 9 in File/ Envelope 1 and 1 to 2 in File/Envelope 2 below. Submissions are to be structured in the format outlined in section 2.4.

4.3 Consultant Qualifications

The consultant is expected to bring to the project a thorough knowledge of all aspects of the proposed work and familiarity with the issues at hand. The consultant should propose a team that represents skills and understanding related to the following:

- Civil Engineering
- Ecological data interpretation, analysis, and representation
- Heritage assessment
- GIS and thematic mapping
- Economic Analysis

The team must have a proven track record of public engagement and must be able to work effectively within an open public process. The team should be creative and innovative, and must have excellent communications skills.

A high degree of performance and quality in all aspects of the work will be expected at all times. All components of the consultant's work submitted for review are to be on schedule and are to be technically correct and complete.

4.4 Evaluation of Proposals

Proposals will be evaluated according to the City of Whitehorse's Consulting Services Selection Procedures Policy (Council Resolution #2011-13-14). The evaluation team will review the proposals based on the evaluation criteria.

All proposals meeting the requirements of this document will be evaluated as per the scoring outlined below. In the case that there is less than a 3% difference in final evaluation scoring, the evaluation team may choose to conduct interviews to clarify project proposals. Different questions may be asked to each proponent. The interview itself will not be scored, but will be used to adjust the scores given to the evaluation criteria.

The weighted criteria are further explained in Appendix B.

1. Project Team:	25%
2. Methodology and Approach:	30%
3. Past Relevant Experience and Performance:	15%
4. Schedule:	5%

At the conclusion of the evaluation of the weighted criteria, the top 3 scoring proponents will proceed to the Final Stage.

The password for the second file will be requested and Proponents at this stage will be reviewed on Consultant Fee and Local Preference Factor. Proposals that do not meet the threshold will not proceed further in the evaluation.

5. Adjusted Fees:	10%
6. Local Preference Factor:	15%

4.5 Insurance Requirements

The consultant is required to submit proof of Comprehensive General Liability Insurance and Errors and Omissions Insurance as outlined in Appendix C.

4.6 Contract Award

The contract is anticipated to be awarded by the City of Whitehorse at the regularly scheduled Council Meeting of February 22, 2016. The proposal submitted will form the basis of a contract between the City of Whitehorse and the successful bidder.

4.7 End Use of Project

Once adopted by Council, all reports produced, and information collected will become the property of the City of Whitehorse. All documents, figures, and maps must be submitted in a sharable, editable file format, compatible with the City's computer software. Specific details on the delivery of final documents are outlined in section 3.3.

5 RFP General Terms and Conditions

5.1 General

By submitting a Proposal a Proponent agrees that, upon Proposal acceptance, the Proponent, if selected as the preferred Proponent, will execute the contract as negotiated with the City of Whitehorse. The preferred Proposal or any portion thereof may form part of the Contract at the City's discretion.

5.2 Proposal Irregularities

The following is chart of responses for administering irregularities in Proposal Submissions.

IRREGULARITY		RESPONSE
1.	Late Proposals.	Automatic rejection: Paper Submissions returned unopened to the Proponent.
	Proposal Document – execution	
2.	A.	Proposal completed in erasable medium.
	B.	i. Signature of representative authorized to bind the Proponent missing or incomplete on the prescribed form which is to be submitted in response to a Proposal Solicitation.
		ii. Electronic signature of representative or absence of corporate seal authorized to bind the Proponent shown on the prescribed form which is to be submitted in response to a Proposal Solicitation.
	C.	Form of Proposal missing or incomplete.
	D.	Signature of witness, if required, missing or incomplete.
	E.	Date of Proposal missing or incomplete.
3.	Incomplete, illegible or obscure Proposals or Proposals which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Controller of Financial Services otherwise automatic rejection.

4.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Proposal to the satisfaction of the Controller of Financial Services or, if stated in the Proposal Solicitation, automatic rejection.
5.	Proposal received on documents other than those provided in the Proposal Solicitation.	Automatic rejection, unless allowed for in the Proposal Solicitation.
6.	Failure to insert the proponent's business name in the space provided in the Proposal Solicitation form.	Automatic rejection unless, in the opinion of Controller of Financial Services, the incomplete nature is trivial or insignificant.
7.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Proposal, the unit price shall prevail and the total Proposal price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Proposal as corrected.
8.	Qualified Proposals (Proposals qualified or restricted by an attached statement).	Automatic rejection
9.	Proposals containing minor obvious clerical errors.	Two (2) working days* to confirm Proposal to the satisfaction of Controller of Financial Services
10.	Any other irregularities.	The Controller of Financial Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

* Where "working days" specified, this is from the hour the Proponent is notified by Controller of Financial Services of the irregularity

5.3 No Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proposal, or to proceed to negotiations for a Contract, or to award a Contract. The City reserves the right to at any time for any reason reject all Proposals, terminate this RFP, and proceed with the Project in some other manner.

5.4 Reservation of Rights

Notwithstanding any other section of this RFP or any practice or custom of the trade or industry, the City, in its discretion, reserves the complete right to, at any time and from time to time, do any or all of the following:

- a) accept any Proposal;
- b) disqualify a Proponent from this RFP;
- c) reject any Proposal for any reason;
- d) reject all Proposals for any reason, terminate this RFP process and, if the City elects, obtain or proceed with the Project in some other manner, including by conducting a new procurement process;
- e) accept a Proposal which is not the lowest cost Proposal even if the lowest cost Proposal conforms in all respects with the requirements set out in this RFP;
- f) accept a Proposal that does not comply with the specifications set out in the Contract;
- g) reject a Proposal even if it is the only Proposal received by the City;
- h) not proceed to review and evaluate, or discontinue the evaluation of, any Proposal;
- i) receive further information from any Proponent or refuse to receive further information from any Proponent;
- j) negotiate the Contract and other terms with any Proponent;
- k) award a Contract to whomever the City in its discretion deems appropriate and in the best interest of the City; and
- l) Object to a proposed subcontractor for reasonable cause, in which case the City will permit a Proponent to propose a substitute subcontractor acceptable to the City.

The City may, in its discretion, reject any Proposal which fails to conform to or includes qualifications to the requirements of this RFP, which is materially incomplete, obscure, or irregular, which contains exceptions or variations, or which omits any material information required to be submitted. Notwithstanding anything to the contrary in this RFP, the City may in its discretion (and if it is deemed to be in the best interest of the City) retain any such Proposal for consideration and may waive any or all of the foregoing, on such terms and conditions as the City may consider appropriate, and consider such Proposal in the same manner as Proposals that fully conform to the requirements of this RFP without qualification.

5.5 Proponent's Expenses

Proponents are solely responsible for their own expenses incurred in connection with this RFP, including in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants.

5.6 No Claims

By submitting a Proposal, each Proponent agrees that the City and its employees, advisors and representatives will not under any circumstances be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, participating in this RFP process or other activity related to or arising out of this RFP process, including if the City for any reason cancels this RFP process,

rejects any or all Proposals, fails to identify or correct a discrepancy in a Proponent's proposed pricing, accepts any compliant or non-compliant Proposal or breaches any duty of fairness, express or implied term of the Proposal documents or other duty to the Proponent.

5.7 Confidentiality

All Proposals become the property of the City and will not be returned to the Proponent. All Proposals will be held in confidence by the City unless otherwise required by law. Proponents should be aware that the City is a "public body" and must comply under the Access to Information and Protection of Privacy Act of the Yukon Territory. If the City accepts a Proposal and enters into a Contract with a Proponent, the City may issue a press release identifying the name of the successful Proponent and the value of such Contract.

By submitting a Proposal, the Proponent represents and warrants to the City that the Proponent has complied with applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the City and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP.

5.8 No Solicitation

Proponents and their directors, officers, employees, agents and other representatives should not engage in any form of lobbying whatsoever to influence the outcome of this RFP or attempt to communicate directly or indirectly with, or make any representation or solicitation to, any director, officer or employee of the City (except the City Representative) with respect to this RFP, whether before or after submission of a Proposal. If a Proponent or any of its directors, officers, employees, agents and other representatives contravenes the foregoing, the City may, in its discretion, terminate that Proponent's continued participation in this RFP or reject or not accept a Proposal from that Proponent.

5.9 Electronic Communication

The following provisions will apply to any email communications with the City Representative, or the delivery of documents to the City Representative by email where such email communications or deliveries are permitted by the terms of this RFP:

- a) the City does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - i) for ensuring that any electronic email system being operated for the City is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - ii) if a permitted email communication or delivery is not received by the City, or received in less than its entirety, within any time limit specified by this RFP; and
- b) all permitted email communications with, or delivery of documents by email to, the City Representative will be deemed as having been received by the City Representative on the dates and times indicated on the City Representative's electronic equipment.

5.10 No Promotion

The Successful Proponent will not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, or other written materials, without the express written consent of the City.

5.11 Licensing

The Proponent should be licensed or eligible to be licensed, certified or authorized to provide the Services outlined in this RFP and to the full extent required by law. The Proponent acknowledges that the City reserves the right to verify any information in this regard and that failure to comply may result in disqualification of the Proponent from this process.

5.12 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the City. The City may disqualify any Proponent that in the City's opinion:

- a) has an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future; or
- b) would be in a conflict of interest if the Proponent is awarded a Contract.

By submitting a Proposal a Proponent warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the Proposal, other than as disclosed in the Proposal. Where the City discovers a Proponent's failure to disclose an actual or potential conflict of interest, the City may, in addition to any other remedies available, disqualify the Proponent.

The City may disqualify a Proponent if a City employee is a member of the Proponent Team, whether as an employee or as a sub-contractor, sub-consultant or specialist.

5.13 Negotiation of Contract and Award

If the City selects a Preferred Proponent, then it may enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract, including financial terms.

If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached with a Preferred Proponent within a reasonable time, the City may at its discretion give the Preferred Proponent written notice to terminate discussions, in which event the City may either open discussions with another Proponent or terminate this RFP and proceed with the Project in some other manner.

If discussions are successful, the City and the Preferred Proponent will finalize discussions for a Contract, and the City will submit a recommendation for award of the Contract for review and approval by City Council. Approval of the City Council is required in order for the City to execute the Contract.

5.14 Execution of Contract

If negotiations are successfully concluded with the Preferred Proponent, the City will provide the Preferred Proponent with three (3) copies of the Contract to be executed.

The City expect that within five (5) Business Days of the Preferred Proponent's receipt of the Contract, the Proponent will deliver it to the City fully executed, together with the Performance Bond and Letter of Credit, all as required by the Contract, failing which the City may at its discretion give the Preferred Proponent written notice to terminate discussions, in which event the City may either open discussions with another Proponent or terminate this RFP and proceed with the Project in some other manner.

5.15 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Submission Time, including any addenda. The City accepts no responsibility for any Proponent lacking any portion of this RFP. The submission of a Proposal constitutes a representation by the Proponent that it has verified receipt of the complete RFP, including any addenda.

5.16 Examination of RFP and Contract Documents

Proponents will be deemed to have carefully examined the RFP and any addenda, including all attached appendices and the Contract, prior to preparing and submitting a Proposal.

While the City has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to this RFP.

5.17 Incomplete Proposals and Errors

The City may request clarification where, in the opinion of the City, the Proposal is incomplete or unclear. For unit price items, the unit price will govern. If an error is discovered in the calculated total price for a unit price item, based on the extension of the unit price by the estimated quantities in the Schedule of Prices, or based on the addition of GST, then the total price may be revised by the City to the correct amount based on the unit price and estimated quantity, or GST amounts.

5.18 Invoicing and Payment

All invoices must be directed to the City of Whitehorse, Purchasing. Invoices may be submitted electronically in pdf format to accountspayable@whitehorse.ca and include the following in the subject line:

- a) City Assigned Vendor ID
- b) City Purchase Order Number

- c) Invoice Number

All invoices shall include the following information:

- a) Proponent's name/Address;
- b) City Assigned Vendor ID
- c) Date of Invoice;
- d) Invoice Number;
- e) Current and applicable City Purchase Order Number;
- f) Invoice period (e.g. December 01 – December 30, 2015);
- g) GST shown separately and the GST registration number

The Proponent shall include a valid City purchase order number which will be issued upon contract award. Payment terms will be thirty (30) days. Any contract entered into will be subject to, (have included), payment terms provided all terms and conditions on the part of the successful Proponent have been complied with, for payment of each invoice or progress payment within 30 calendar days after receipt of the invoice, or 30 calendar days after delivery of goods or services whichever is later.

All payments shall be processed using electronic funds transfer which shall be deposited directly to the Proponent's bank account. If any deviation from the accepted method of payment is necessary such deviation shall be mutually agreed upon and confirmed in writing by both the Proponent and the City. New Proponents to the City will be provided with the necessary documents to facilitate electronic funds transfer.

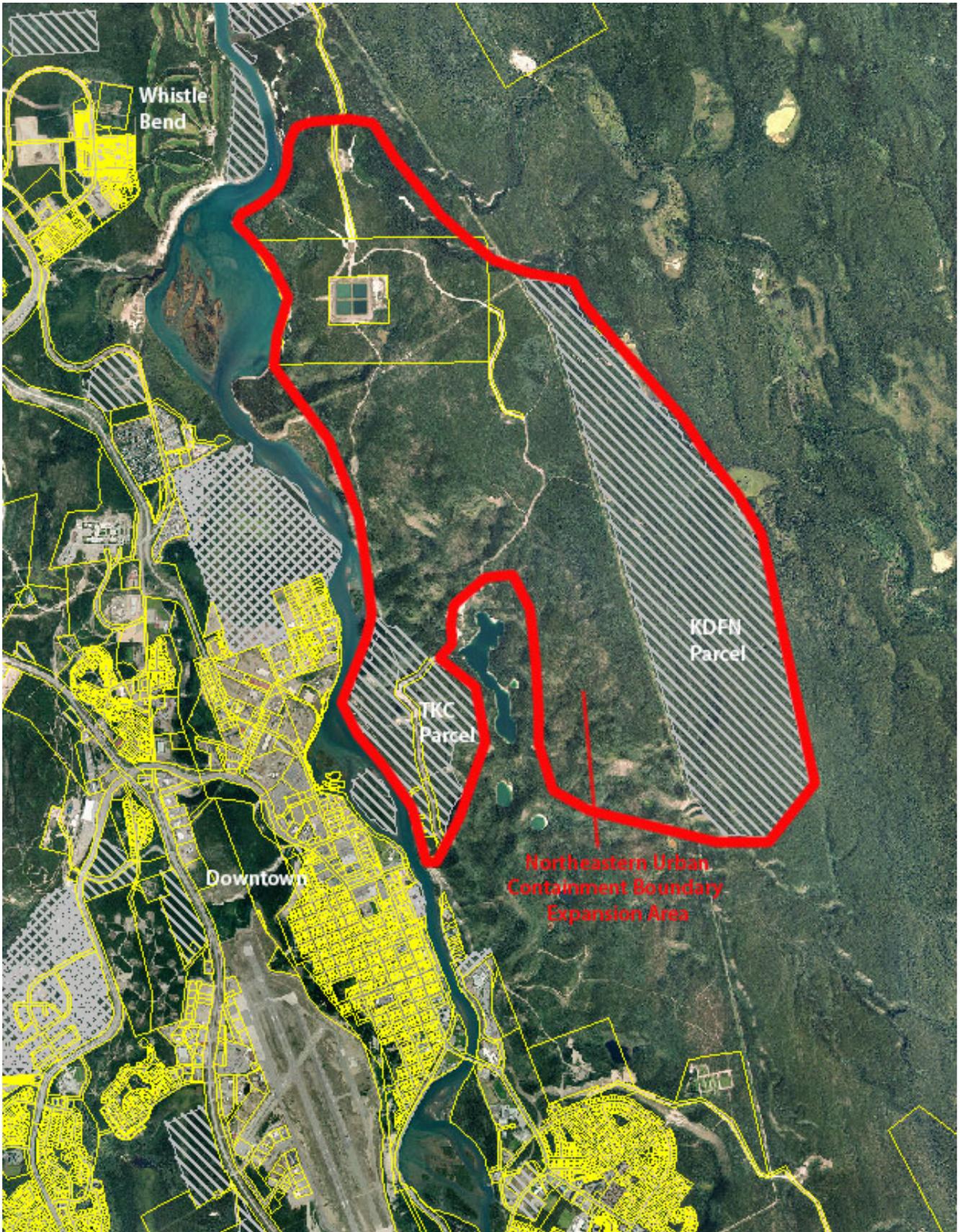
5.19 Government Approvals

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal or the Contract that requires any approval, permit or license under any federal, territorial, provincial or municipal statute, regulation or by-law.

5.20 Debriefing

Proponents may request a debriefing in writing to the City Representative within ten calendar days of the execution of a Contract. The City will make reasonable efforts to accommodate such a request.

Appendix A Study Area



Appendix B Evaluation Criteria

1. Project Team (25%)

This evaluation criterion evaluates the breadth and depth of the human resources to be assigned or made available to the project. Evaluators will ensure that all required disciplines are appropriately represented and will gauge and rate the knowledge of team members. The review will include individuals and sub-consultants and the assessment will be based on resumes, firsthand knowledge, and reference checks. Proponents are required to submit experiential knowledge on similar related projects as well as technical, academic and professional qualification of each member of the Project Team.

2. Methodology/Approach (30%)

This evaluation criterion is designed to evaluate the soundness of the approach and philosophy to be employed by the firm in completing the work. Evidence must be provided to show that the proponent has a clear understanding of the project and has carefully considered the requirements of the project and the methods necessary to ensure that the project is proactively and successfully completed. The proponent must also demonstrate a clear understanding of the client's objectives and make note of any project specific constraints. Proposals must contain clear information that addresses the RFP and are to be graded more on quality than the quantity of responses.

3. Past Relevant Experience and Performance (15%)

This criterion evaluates the proponent based on the experience and performance of the firm as well as key staff for the project on similar related projects. Points will be assigned in accordance with the number of similar projects completed and the quality of references provided. The City reserves the right to contact representatives of previous clients such as Yukon and Federal Governments, First Nations, other City departments as well as other Municipalities or any other agencies suggested by the proponent, who has firsthand knowledge of their past relevant experience and performance. It is therefore important that the proponent produce a comprehensive list of previous related projects undertaken by the firm as well as related project key personnel have worked on along with clients they have worked for so that these inquiries can be made. Evaluators will not be limited to the proponent's references and may consider comments from other known former clients.

An Experience Checklist Table is included as Appendix D. The consultant is to fill in the left hand side and submit this Table with their proposal. During the review of the proposal the City shall fill in the right hand side of the Table. In the event that the total submitted by the consultant does not agree with the total calculated by the City, the Project Manager shall contact the consultant to determine and resolve the discrepancy.

The sum of the points for similar projects and references and past experience of the project team will yield the overall score for this rating criterion.

4. Schedule (5%)

The proponent shall review the schedule proposed in the RFP and the proposal shall clearly indicate the proposed schedule for each required major activity for the work and include all significant milestones. If suggesting changes to the dates of the preliminary schedule the proponent must explain why the changes are suggested. The proponent will not have points deducted for suggesting changes unless the changes are put forth without justification or have significant impact to key milestones or completion date.

Technical points threshold: This is the sum of the final averaged ratings for the first four evaluation criteria: Project Team, Methodology, Past Relevant Experience and Schedule. Proposals must meet a Technical Points Threshold of 80% (i.e. 60/75 points). Proposals that score above the threshold will be considered further in the evaluation process and the password for the second file, consulting fees, will be requested. Those proposals that do not score above the threshold will be returned to the Consultants with the fees unopened.

5. Adjusted Fees (10%)

This evaluation area looks at the person hour estimates and rates for the project team plus disbursements and sub-consultants. The City shall use a modified two-envelope system for fees, meaning fees shall be submitted in a separate, appropriately marked envelope and will be evaluated separately and after the evaluation team has completed their evaluation of the above noted 4 criteria. The fee envelope shall be held back and maintained in a secure location by the Department Manager.

Fees may be adjusted by the City to ensure commonality where deemed necessary only with the knowledge and written approval of the consultant. Adjustments to fees are undertaken to ensure that a level playing field exists. The types of items that may be adjusted include, but are not limited to: Number of hours of construction inspection; Number of hours to undertake C.C.C. and F.A.C. inspections; Number of hours of public consultation; Number of hours of meetings; The value of chargeable disbursements and; The addition or deletion of optional items.

When the City determines that a fee adjustment or more information pertaining to fees is required the Department Manager will contact the consultant. The Department Manager will inform the consultant of the proposed changes, requirements for additional fees or information. The consultant will submit a letter either agreeing or disagreeing to the adjustment as proposed by the City and will provide additional information pertaining to fees as required.

In order to make the process as quantitative as possible Department Managers are urged to specify in advance such items as: the number of hours of inspections; the number of Public consultation meetings; the number of tenders to be let; the number of sets of contract documents or reports to be printed, etc.

For rating purposes, Fees will not include G.S.T.

All Adjusted Fees that are below budget will receive 20% of the maximum point value specified in Item 5 of Table A (below). The lowest adjusted fee will score 80% of the maximum point value specified in Item 5 of Table A. A calculated highest Adjusted Fee determined to be 50% higher than the lowest fee will receive 0 points. All other fee submission will receive points prorated accordingly between these two values over the 80% point spread.

6. Local Preference Factor (15%)

This evaluation criterion rewards local firms and encourages partnerships between local firms and non-local firms with specialized expertise. Given that local content information and information presented in the development of fees must align, Local Content shall be submitted in the same envelope as the Fees. Proof of Local Content including Yukon Health Card, business office address, and City of Whitehorse Business Licenses must be provided as backup information in the evaluation. Proponents will be evaluated as follows:

- Proponent has local office* and will use predominantly** local-based staff*** for project – 100%
- Proponent has local office and will use predominantly non-local based staff – 75%
- Non-local based proponent using predominantly Yukon firms as sub-consultant/staff – 75%
- Proponent has local office and will use non-local based staff – 50%
- Non-local based proponent using one or more local firms as sub-consultants – 25%
- Non-local based proponent – 0%

* “local office” means an office located within the municipal boundaries of the City of Whitehorse accompanied by a City of Whitehorse Business License.

** “predominantly” means at least two thirds of the local time allocation for the project.

*** “local-based staff” means staff holding a Yukon Health Card.

Table A:

	CRITERIA:	ASSIGNED WEIGHT:
1.	Project Team (personnel to be assigned or made available to the project)	25%
2.	Methodology/Approach proposed by firm (includes Project Understanding)	30%
3.	Past relevant experience and performance	15%
4.	Schedule	5%
5.	Adjusted Fees	10%
6.	Local Preference Factor	15%
	TOTAL POINTS	100%

Appendix C Schedule of Insurance

1. The Consultant shall insure his operation under a contract of Comprehensive General Liability Insurance acceptable to the City of Whitehorse with a licensed Insurer in an amount of not less than \$3,000,000.00 per occurrence, Insuring against **Bodily Injury**, including **Personal Injury** and **Property Damage**, including loss of use thereof.. Such insurance shall add the City of Whitehorse as an Additional Insured subject to a waiver of subrogation in favor of the City with respect to the operations of the Proponent. Such insurance shall extend to include liability assumed under contract and shall preclude subrogation claims by the insurer against the City of Whitehorse, its agents or employees
2. The policy of insurance referred to in subsection (1) shall contain provisions or endorsements respecting completed operations coverage, such coverage shall be expressed to be in effect continuously after services are completed.
3. The Prime Consultant shall obtain and keep in force Errors and Omissions Insurance in the amount of not less than \$1,000,000.00 inclusive per occurrence, insuring liability resulting from errors and omissions, in the performance of the professional services under this Agreement. Insurance requirements apply only to the Prime Consultant, and the Prime Consultant is responsible for the work of the sub-consultant.
4. Any policy applicable to this Project must not contain a deductible amount that is not satisfactory to the City of Whitehorse.
5. Any insurance called for under this Project shall be endorsed in such a manner that coverage will not be altered or amended in any material way nor cancelled or terminated without 30 days' prior written notice being given to the City of Whitehorse.
6. Evidence of proof of such insurance in the form of Certificates of Insurance shall be filed with the City of Whitehorse as part of the Consultant's Proposal submission.

Appendix E Reference Form

Please Provide 3 (Three) References

APPENDIX E – RELATABLE EXPERIENCE & REFERENCE FORM	
Proponent Name : _____	
Reference	Details:
Project Title	
Project Date	
Client Name and Telephone number	
Client Contact – Name, Position and Telephone Number	
Project Manager – Manager from the consulting firm	
Description – Description of the Project and its relevance to this project	

Appendix G ADDENDA

THIS FORM MUST BE INCLUDED IN THE SUBMISSION OF THE RFP.

The Proponent states that the following Addenda have been received and have been considered and taken into account in determining the submitted pricing as per these RFP documents. Note: If no Addenda are issues, indicate N/A on the first line

Addendum <u>Number</u>	Date <u>Issued</u>	Number of <u>of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature by Authorized Representative:

Name of Representative **(PLEASE PRINT)**

Title of Representative **(PLEASE PRINT)**

Appendix H Proponent's Form of Proposal

CITY OF WHITEHORSE

THIS FORM MUST BE INCLUDED IN THE SUBMISSION OF A PROPOSAL

Name of Contractor/Corporation **(PLEASE PRINT)**

Legal Status: Corporation, Partnership, or Sole Ownership **(PLEASE PRINT)**

Mailing Address **(PLEASE PRINT)**

Telephone Number

Fax Number

Signature by Authorized Representative:

(Corporate Seal Here if Applicable)

Name of Representative **(PLEASE PRINT)**

Title of Representative **(PLEASE PRINT)**

Signature of Witness:

Name of Witness **(PLEASE PRINT)**

Date

Address of Witness **(PLEASE PRINT)**