



REQUEST FOR PROPOSALS

RFP NO. ENG 21-04

INTERGRATED RESOURCE MANAGEMENT BUSINESS CASE TO MEET REGULATORY REQUIREMENTS

DATE OF ISSUE: JUN 29, 2021

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A: Professional Services Agreement

1 INTRODUCTION

The Township of Esquimalt (Township) is inviting qualified consultants to submit proposals to assist the Township in the production of a business case to allow the Township to seek an amendment to the Capital Regional District (CRD) Solid Waste Master Plan (SWMP) and start the process of obtaining a Provincial operating permit for an integrated resource management (IRM) system. The business case would examine three solid waste streams and how to utilize gasification for the management of these streams.

2 BACKGROUND

In early 2018, the Capital Regional District Board made the decision not to pursue an IRM philosophy with respect to the various waste streams that are produced in the region. Instead, the CRD is looking at treatments that are specific to each waste stream. The Township has not abandoned the IRM philosophy and wants to examine the potential and possible implementation of an IRM philosophy and the associated infrastructure.

Within the Township, several waste streams are managed. A brief description of the management of these streams are detailed below:

Municipal Solid Waste (MSW)

- Collection is carried out by the Township utilizing (two) split compartment vehicles at the same time as the collection of the kitchen scraps occurs
- Collection is every two weeks
- Material is delivered to the Hartland Landfill by the Township
- Material is deposited and managed at the Hartland Landfill by the CRD

Kitchen Scraps (KS)

- Collection is carried out by the Township utilizing (two) split compartment vehicles at the same time as the collection of the solid waste occurs
- Collection is every two weeks
- Material is delivered to the Hartland Landfill by the Township
- Material is deposited and managed at the Hartland Landfill by the CRD

Yard and Garden (YG)

- A transfer station site is provided by the Township
- Residents are responsible for the delivery of material to the transfer station
- A contractor manages the site for disposal and transfer of materials
- The same contractor processes the collected materials at a second site
- The contractor is responsible for the disposal of the produced compost material

In 2020, the Township undertook a conceptual study of these three waste streams with an overall objective of determining how an IRM philosophy could be applied to this portion of municipal operations. This study looked at the possibility that the three waste streams could be managed and treated with gasification technology. The conceptual study concluded that an IRM approach could be utilized for the waste streams and that gasification was a viable technology for the treatment of the streams. As well, there is the possibility that a district energy system could be constructed in conjunction with the treatment system.

Over the past several years, the CRD has been working on an updated SWMP for the region. This draft SWMP will be submitted to the Province. For the Township to proceed with this philosophy for treatment of the three streams, the SWMP will need to have an amendment added to it which will require the CRD Board's approval. The Province will then examine the business case to confirm that it meets the requirements for a waste to energy operating license.

3 SCHEDULE

The Proposed schedule for this Work is as follows:

- RFP issued on June 29, 2021
- RFP closes on July 15, 2021
- Professional Services Contract awarded on or before July 23, 2021
- The preferred completion date for Phase 1 is October 31, 2021
- The preferred completion date for Phase 2 is December 31, 2021
- It is the Township's expectation that work will progress in an organized and timely manner

4 PROPOSAL ENQUIRIES

All enquiries should be written and directed to:

Jeff Miller, P. Eng.
Director, Engineering and Public Works
Email: jeff.miller@esquimalt.ca
Telephone: 250-414-7147
Fax: 250-414-7160

5 PROPOSAL REQUIREMENTS

The Proponent shall provide three proposal copies to the Township; proposals shall be clearly laid out to address the items listed below.

- **Title page:**
 - Reference the RFP number and title, the firm's address, the name and number of the contact person and the date of the Proposal.
- **Transmittal Letter:**
 - A signed letter briefly stating the Proponent's understanding of the services required, benefits they bring to the Project, the commitment to perform the services as requested and confirmed receipt of all addenda, if applicable.
- **Table of Contents**
- **Section 1 - Executive Summary**
- **Section 2 - Understanding of the Scope of Work:**
 - Develop a narrative demonstrating the Proponent's clear understanding of the objectives and expected deliverables of the Work.
 - Detail any assumptions the Proponent has made preparing the Proposal.
 - Include any other services not identified in the Scope of Work.

- In the Proposal, the Scope of Work should be segregated into sections that are clearly linked to the tasks laid out in the Request for Proposal.
- **Section 3 - Work Plan and Methodology:**
 - The Proposal should be clear and concise with a methodology and corresponding task list that details the steps to fully understand all issues and concerns, secure adequate data to be used to carry out the various activities required and address how all aspects of the Scope of Work will be carried out.
 - The Proposal is to be laid out as per the Phases and sub-sections laid out in Section 6, Phase 1, and Phase 2.
- **Section 4 - Schedule:**
 - Provide a schedule that shows completion of the work based on the work plan and methodology provided.
 - The Proposal is to be laid out as per the Phases and sub-sections laid out in Section 6, Phase 1, and Phase 2.
- **Section 5 – Proponents and Staff Qualifications and Roles:**
 - The Proponent shall provide information on key individuals that will be undertaking this Work. This information should highlight how the various individuals will be involved in the Project and their relevant experience.
 - The Proponent shall provide information on their experience with assisting local government in obtaining regional and provincial approvals for the various types of waste management facilities/technology.
 - If a sub-consultant/contract is to be utilized, this information should also be supplied.
- **Section 6 - References:**
 - Provide a minimum of 3, maximum of 5 selected projects. Information should provide details on past projects the Proponent has completed that are similar to the project and demonstrate the Proponent's suitability.
 - Each reference shall contain the following:
 - Name of the contact person
 - Position of contact person held in the previous project
 - Phone number and email address
 - Project name/description/cost of project
 - Type of waste streams/feedstock managed at the various facilities
 - Volume/tonnage of waste stream managed
 - Experience with district energy systems
- **Section 7 - Cost Estimate:**
 - Provide the expected costs to complete the project.
 - The costs should be broken down by person, hours for each task listed in the methodology as per each task.
 - The Proposal is to be laid out as per the Phases and sub-sections laid out in Section 6, Phase 1, and Phase 2.
 - Provide an upset level for the project.

- **Section 8 - Insurance:**
 - Provide information that details the Proponent's ability to secure insurance that meet the requirements of the Request for Proposal.

- **Section 9 – Relationship with Industry**
 - Due to the specialized nature of some waste to energy technologies and their lack of use in North America (i.e., gasification of municipal solid waste), the Proponent is to provide information on their working relationships with suppliers of waste to energy technology and treatment of MSW, KS, YG.

6 SCOPE OF WORK

The three solid waste streams (MSW, KS, YG) represent a significant investment by the Township in both its operations and the associated infrastructure for disposal management. This study will look at the development of a business case for the implementation of an IRM philosophy for the management of the waste streams with gasification technology as the primary technology for treatment.

This project will be broken into two phases. The first phase will include the review and confirmation of the IRM philosophy and propose a technology for treatment. The completion of this phase will then be reviewed by the various stakeholders to determine if further work will occur on the project.

If the decision is made to proceed with the project, the second phase will be undertaken. This phase will present the information learned in the first phase and obtain feedback from the public and various stakeholders. Once this information is gathered and compiled, it will be presented to various governing entities to obtain an amendment to the SWMP and begin the process to obtain an operating permit.

A detailed breakdown of the key components will be listed further in this section.

Phase 1 – Philosophy Confirmation and Technology Determination

Section 1 - Background Review

The scope of work of this Section is as follows:

- ❖ Review reports from various sources (i.e., Provincial, CRD – See Section 7) with respect to the implementation of waste to energy technology (i.e., gasification) for the management of the MSW, KS, YG streams
- ❖ Review the operational scope of the various activities associated with the MSW, KS, and YG streams
- ❖ Review current volumes/tonnage created with each waste stream over the last 10 years from the public perspective
- ❖ Review CRD bylaw(s) that have an impact on the implementation of IRM philosophy
- ❖ Review current initiatives being carried out by the CRD with respect to MSW, KS, and YG

- ❖ Review CAIRP reports produced by the Township to understand current green house gas production and reduction goals
- ❖ Review the Provincial threshold limits for WTE facility
- ❖ Determine if an Environmental Assessment Certificate (EAC) is required under the Environmental Assessment Act (i.e., amount of tonnage being treated, location of site, etc.)
- ❖ If an EAC is required, as per the Act, provide a task list and the associated costs to meet the requirements specified under the Act. The costs associated with this portion of the work will be utilized as a budgetary cost if this work is required

Section 2 – Feedstock Determination

The scope of work of this Section is as follows:

- ❖ Determine what the Township's waste disposal rate is based on municipally collected streams
- ❖ Compare the Township's waste disposal rate with the CRD waste disposal rate in the SWMP
- ❖ Determine the composition of the various streams (MSW, KS, YG) for municipally collected streams within the Township
- ❖ Determine what affect it would have if the Town of View Royal's portion of the YG stream was removed from the overall volume of that stream
- ❖ Confirmation that the diversion rates for the Township and CRD meet or exceed the municipal solid waste disposal rate threshold required by the Province
- ❖ Determine what the impact of the diversion of the MSW, KS, and YG streams (by the Township and private haulers) will be on Hartland Landfill and the processing of the KS stream

Section 3 – Technology Selection

The scope of work of this Section is as follows:

- ❖ Determine how a feedstock stream of (MSW, KS, YG) needs to be processed to provide a suitable feedstock for the preferred technology
- ❖ Discuss the impact of the seasons on the quantity of each stream and how it will affect the operation of the WTE technology
- ❖ Review available WTE technologies and provide information that determines which technology has an energy efficiency of at least 60% measured over a 12-month period
- ❖ Discuss end products created for the various types of WTE technologies
- ❖ Propose a preferred WTE technology with supporting reasoning
- ❖ Confirm that the site identified in the Conceptual Study is sufficient in size for the WTE facility
- ❖ Determine impacts to Public Work operations with the loss of this portion of the Public Works Yard and the delivery of various streams to the yard
- ❖ Discuss how the YG stream is to be collected if the current site becomes a WTE facility
- ❖ Determine the quantity of non-combustible material that will not be treated by the WTE technology and will have to be disposed of in a different manner

- ❖ Discuss and propose an air emission control system for the proposed technology
- ❖ Provide a description of the yearly operational cycle for the proposed WTE technology
- ❖ Provide a description of how the (MSW, KS, YG) streams will be managed during maintenance periods or unexpected failure of the WTE technology
- ❖ Determine what the various end products will be and whether or not these products are revenue generating or will be costs for the Township
- ❖ Determine if any of the end products from the proposed WTE technology could be used by municipal facilities (i.e., supply of electrical power to the Public Works yard, district energy loop identified in the Conceptual Study)

Section 4 – Economics

The scope of work of this Section is as follows:

- ❖ Based on the preferred technology put forth provide:
 - Cost to modify Public Works yard to accommodate the WTE facility
 - Cost to design, purchase, construct, and commission the WTE facility
 - Operational and maintenance costs for the WTE facility
 - Potential revenue generation for end of process products
- ❖ Review the current methodologies for MSW, KS, and YG streams for collection, treatment and disposal and their cost to the Township
- ❖ Carry out an analysis of the proposed new methodologies for MSW, KS, YG streams for collection, treatment and disposal and their cost to the Township
- ❖ Based on the costs of the current methodologies for the collection, treatment, and disposal of the MSW, KS, and YG, carry out an analysis of these costs against the proposed methodologies for collection, treatment, and disposal of the streams
- ❖ Review the various options for the financing and operation of the WTE facility
- ❖ Provide a recommendation, with justification, on how the WTE facility could be viable from the capital and operational requirements for this type of facility

Section 5 – Environment

The scope of work of this Section is as follows:

- ❖ Confirmation that the IRM philosophy can be considered under the 4th R (recovery) of the hierarchy, does not impede the higher levels of the hierarchy, and does not frustrate efforts to achieve higher levels of reduction, reuse and/or recycling initiatives
- ❖ Detail whether the WTE facility would fall into the recovery (4th R) or residual management (5th R) category of the pollution prevention hierarchy
- ❖ Review the current methodologies for collection, treatment and disposal and their impact on the environment
- ❖ Carry out an analysis of the proposed methodologies for the collection, treatment and disposal and their impact on the environment
- ❖ Carry out a comparison of the current and proposed methodologies for the collection, treatment, and disposal
- ❖ Analysis and discuss the impact the proposed technology would have on the Township's carbon footprint

Section 6 – Interim Report

The scope of work of this Section is as follows:

- ❖ Prepare a report that details and summarizes the information reviewed and analysed in Phase 1, Section 1 to 5
- ❖ Provide a recommendation as to whether this project can proceed at this time based on:
 - Meeting the various thresholds required by the Province and CRD
 - Economics of pursuing the project
- ❖ The Township staff will present this information to Council with the Consultant aiding in the preparation of information and presentations to these various bodies
- ❖ The interim report will also be supplied to the CRD and the Province for information. This report will be in form acceptable to these two parties
- ❖ Once the Interim Report has been reviewed by the various parties and no critical barriers have been identified, implementation of Phase 2 can begin

Phase 2 – Public Engagement and Approvals

Section 7 – Public Engagement

The scope of work of this Section is as follows:

- ❖ Develop a public engagement strategy and methodology to engage and gather information on the Township's initiative for IRM and WTE
- ❖ Take a leadership role in coordinating with communications personnel from the Township, the CRD and the Province to develop a coordinated information sharing system
- ❖ Develop a survey that will provide information and gather responses on the acceptance of the proposed WTE technology and IRM philosophy
- ❖ The survey will be carried out through all member municipalities of the CRD and is not limited to the Township
- ❖ Survey and engagement activities shall meet the requirements of Public Health Orders that are in force during the engagement process
- ❖ Manage engagement process
- ❖ Gather and interpret engagement process actions and results
- ❖ Prepare an Interim Report detailing this information
- ❖ Assist the Township in presenting the report to Council, the CRD and the Province by providing information on methodology, conclusions, and recommendations

Section 8 – Summary of Sections

The scope of work of this Section is as follows:

- ❖ Preparing an overall report that discusses the information, conclusions and recommendations learned in Phases 1 and 2 for review by the Township

- ❖ Finalize the report based on Township comments. Assume a two-week period for receiving the Township's comments once the draft has been delivered

Section 9 – Approval

The scope of work of this Section is as follows:

- ❖ Assist the Township in the preparation of the business case submission to the CRD Board to obtain an amendment for the stand alone WTE facility to treat the Township's streams of MSW, KS, YG
- ❖ Provide technical assistance to the Township in the preparation and delivery of the business case submission
- ❖ The Township will present the business case to the Council, the CRD and the Province
- ❖ Following approval by the CRD Board of the proposed amendment for the Township's WTE facility, assist and provide technical assistance in submitting the business case to the Province for review and approval

7 AVAILABLE INFORMATION

The following information is available to the Proponent:

- Tetrattech Garbage Composition Report, 2016
- CRD's Sustainability Committee Report, 2016
- CRD SWMP, 2021
- CRD reports on gasification technology
- Township report on IRM and WWTP
- Annual operating costs for Township activities
- Annual tonnage for solid waste, kitchen scraps, yard/garden waste streams from 2014 on
- Cadastral drawing of the Township (AutoCAD)
- CAIRP reports produced by the Township
- Ministry of Environment and Climate Change guidance materials
(<https://www2.gov.bc.ca/gov/content/environment/waste-management/garbage/waste-to-energy>)
 - Waste to Energy and Solid Waste Management Plans Information Sheets
 - Waste to Energy – A Technical Review of Solid Waste Thermal Treatment Practices
 - Combustion of Municipal Solid Waste Fact Sheet
 - Policy considerations for the use of municipal waste in thermal energy recovery processes

Professional Services Contract

- Standard Contract for Services – Township of Esquimalt.

8 EVALUATION CRITERIA

The evaluation of the proposals will be based on the two phases. Each Phase will have a certain number of points allocated to it from the overall points for that criteria. The evaluated totals for each phase will be added up to form the total number of points for each criterion.

The successful Proponent will provide the information in the Proposal to be used in the evaluation of the Proposals. The evaluation criteria are as follows:

- Cost of Project – 40 points
- Project Methodology and Task List – 25 points
- Experience and Capacity– 25 points
- Schedule – 5 points
- References – 5 points

Cost of Project

The evaluation of this criteria will be undertaken in the following procedure:

- The Phase 1 costs from each proponent will be compared to each other and the budget
- Phase 1 will have a total of 30 points assigned to it
- The Phase 2 costs from each proponent will be compared to each other and the budget
- Phase 2 will have a total of 10 points assigned to it
- The rated points for Phase 1 and Phase 2 will be added together to form the final score for this criterion
- If the Proponent determines that an EAC is required, the Township will request a budgetary figure from the Consultant for the work.
- The EAC costs will not form a part of the evaluation criteria and depending on its cost may constitute a separate project

Project Methodology and Task List

The evaluation of this criteria will be undertaken in the following procedure:

- The Proposal is to have the activities related to this criterion arranged as per the Phase 1 and Phase 2 headings and their sub-headings
- Phase 1 will have a total of 15 points assigned to it
- Phase 2 will have a total of 10 points assigned to it
- The rated points for Phase 1 and Phase 2 will be added together to form the final score for this criterion
- If the Proponent determines that an EAC is required, the Township will request a summary task list be provided
- The methodology and task list for an EAC will not form a part of the evaluation criteria, but will be used to determine the scope of work if required

Experience and Capacity

The evaluation of this criteria will be undertaken in the following procedure:

- The Proposal contain information on the staff and sub-consultants that will be undertaken for the work of Phase 1 and Phase 2

- The Proposal will also contain a description of the Proponent's relationship with the WTE industry
- A total of 25 points is allocated for this criterion

Schedule

The evaluation of this criteria will be undertaken in the following procedure:

- The Proposal shall have a detailed schedule that corresponds to the task list for Phase 1
- The schedules submitted will be compared with each other
- Phase 1 will have a total of 3 points assigned to it
- The Proposal shall have a schedule that corresponds to the task list for Phase 2 containing information on the staff and sub-consultants that will be undertaking the work of Phase 1 and Phase 2
- Phase 2 will have a total of 2 points assigned to it
- A total of 5 points is allocated for this criterion
- The Proponent does not have to submit a schedule for undertaking an EAC process and this will not form part of the evaluation criteria
- If an EAC is required, the Township will request a schedule based on the supplied methodology and task list for an EAC

References

The evaluation of this criteria will be undertaken in the following procedure:

- The Township will engage between three to five of projects listed in the request for proposal
- A total of 5 points is allocated for this criterion

9 GENERAL INSTRUCTIONS FOR THE PROPONENTS

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

- 9.1 The Corporation of The Township of Esquimalt expressly reserves rights to the following:
 - 9.1.1 To accept any Proposal;
 - 9.1.2 To reject any and/or all irregularities in the Proposal submitted;
 - 9.1.3 To reject any and/or all Proposals;
 - 9.1.4 To accept a Proposal that is not the lowest cost;
 - 9.1.5 To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
 - 9.1.6 To work with any Participant whose Proposal, in the opinion of the Management, is in the best interest of The Township;
 - 9.1.7 To cancel or re-issue the RFP.

- 9.2 All Proposals must be submitted to the Engineering Department, on the 3rd floor of the Municipal Hall. Proposals are to be in one sealed envelope or appropriate packaging, containing THREE (3) copies, addressed to:

**Director of Engineering and Public Works
Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, British Columbia
V9A 3P1**

The name and address of the Proponent must appear on the outside of the packaging, the packaging must display the Request for Proposal title, due date, and time.

July 15, 2021

1:00 P.M. local time

- 9.3 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 9.4 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.
- 9.5 Telephoned, e-mailed and faxed Proposals will not be accepted.
- 9.6 Modification of a Proposal after RFP closing date will result in the return of the Proposal.
- 9.7 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 9.8 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 9.9 While the Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 9.10 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If the Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 9.11 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.
- 9.12 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

- 9.13 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.
- 9.14 If the Proponent is a company, the Proponent warrants that none of its officers, directors, or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.
- 9.15 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.
- 9.16 If any director, officer, employee, agent, or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer, or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.
- 9.17 The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.
- 9.18 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.
- 9.19 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by The Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.
- 9.20 The Proponent shall indemnify and save harmless The Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss, or judgment (including costs, defence expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.21 The Proponent shall waive all rights or subrogation or recourse against The Township as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.22 The Proponent shall indemnify and pay The Township promptly, on demand for any loss or damage to The Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 9.23 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.
- 9.24 The Proponent must be registered and remain in good standing, throughout the terms of this contract with WorkSafe BC and will be required to provide evidence of same.

9.25 INSURANCE

9.25.1 The Proponent shall, at their own expense, provide and maintain, until the completion of the Project, the following insurance in a form acceptable to The Township with an insurer licensed in British Columbia:

9.25.1.1 Comprehensive General Liability Insurance \$2,000,000.00

9.25.1.2 Professional Liability \$1,000,000.00

9.25.2 The Proponent shall provide and maintain Comprehensive General Liability Insurance with a minimum limit of \$2,000,000 and Professional Liability with a minimum limit of \$1,000,000 inclusive per occurrence, for bodily injury, death, and property damage. Such policy shall include:

9.25.2.1 The Township and its officers, employees, officials, agents, representatives, and volunteers as Additional Insured.

9.25.2.2 Cross liability and a waiver of subrogation or recourse against The Township

9.25.2.3 Thirty (30) days prior written notice of cancellation or reduction in coverage in favour of The Township, to be delivered by registered mail to the attention of the Risk Manager at the address of Municipal Hall.

9.25.3 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.

9.25.4 The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.

9.25.5 The Township shall be under no obligation to verify that the coverage outlined in Clause 9.25.2 is adequate for the needs of the Proponent.

9.26 The successful Proponent will enter into a contract in the format as in the attached in Appendix A, including all conditions included in the RFP.

9.27 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.

9.28 BEST OFFER

9.28.1 The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.

9.28.2 A contract is formed only when the owner issues a purchase order to the selected Proponent who has submitted the Best Offer.

APPENDIX A
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Dated this [Click here to enter date.](#)th day of [Click here to enter month.](#), [Click here to enter year.](#)

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Esquimalt, BC V9A 3P1

("The Township")

OF THE FIRST PART

AND:

[Click here to enter text.](#)

("Consultant")

OF THE SECOND PART

- A. The Township wishes to retain services of the Consultant, for the [Click here to enter text.](#) as specified in the attached Schedule "A".
- B. The Consultant, in order to perform the services as described in the attached Schedule "A", has the skill, training, and technical knowledge expected of a properly qualified and experienced person in a work environment.
- C. The Consultant is willing to provide the services as described in Schedule "A" for the fees as outlined in Schedule "B".

The Parties agree as follows:

1.0 **AGREEMENT**

- 1.1 Attached hereto and forming part of this Agreement are:
 - 1. Schedule A – Services
 - 2. Schedule B – Terms of Payment
 - 3. Schedule C – Certificates of Insurance

2.0 **DEFINITIONS**

In this Agreement:

- 2.1 "**Fees**" means the fees to be paid by The Township to the Consultant as set in the Terms of Payment, Schedule "B".

- 2.2 “**Services**” means those services to be provided by the Consultant in accordance with Schedule “A”.
- 2.3 “**PSAB**” means Public Sector Accounting Board.

3.0 **TERM**

- 3.1 This Agreement commences on [Click here to enter text.](#) and ends upon completion of the Services to the full satisfaction of The Township, which completion shall not be later than [Click here to enter text.](#)

4.0 **SERVICES**

- 4.1 The Consultant shall provide the Services described in the attached Schedule “A” entitled [Click here to insert name of project.](#) (the “**Project**”).
- 4.2 The Consultant shall comply with all reasonable requirements established by The Township for the performance of the Services, including but not limited to value, security, safety, emergency procedures, and access.
- 4.3 The Consultant shall exercise the degree of care, skill, and diligence normally provided by professional consultants in the performance of services in respect of projects of a similar nature to those services required under this Agreement.
- 4.4 The Township and the Consultant, by agreement in writing, may from time to time, make changes to the Services by altering, adding to, or deducting from the scope of the Services. The time for completion of the Services shall be adjusted accordingly. All Services shall be executed under the conditions of this Agreement.

5.0 **INVOICING**

- 5.1 Invoices are to be addressed to the Financial Services Department, The Township of Esquimalt, 1229 Esquimalt Road Esquimalt B.C., V9A 3P1.
- 5.2 The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- 5.3 **Taxes must be shown separately** on the invoice.
- 5.4 The invoices must conform to The Township’s *PSAB* requirements.

6.0 **PAYMENT**

- 6.1 The Township agrees to pay the Consultant in accordance with the provisions of Schedule “B”.
- 6.2 The Township shall not pay any amount exceeding [Click here to enter text.](#) (excluding applicable taxes) in Canadian funds, unless prior written authorization has been obtained by the Consultant from The Township.
- 6.3 Where changes have been made to the Services in accordance with Clause 4.4, The Township and the Consultant may adjust the payment schedules accordingly.

7.0 **CONSULTANT**

- 7.1 The Parties acknowledge that the Consultant is an independent contractor and is not the agent, servant, or employee of The Township. The Consultant shall pay for any required Workers' Compensation coverage for any employee employed by it in the performance of Services under this Agreement and shall be solely responsible to remit any amounts that may be owing to the Government of Canada for GST, Income Taxes, Employment Insurance and Canada Pension Plan contributions.

8.0 **SUB-CONSULTANTS**

- 8.1 The Consultant may not hire any Sub-consultant without the prior approval of The Township. The Township shall be entitled to inquire as to the credentials and qualifications of the Sub-consultant and satisfy itself that the Sub-consultant is a suitable party to provide services in connection with this Agreement.
- 8.2 The Consultant shall be responsible for all services under this Agreement even if the Sub-consultants are approved by The Township.
- 8.3 For Sub-consultants retained by the Consultant and approved by The Township, the Consultant shall bind the Sub-consultant to the terms of this Agreement.

9.0 **INFORMATION AND PROPRIETARY RIGHTS**

- 9.1 The Township agrees to provide the Consultant with such information as may be reasonably required by the Consultant in the performance of the Services.
- 9.2 Any information collected or generated by the Consultant in the course of the performance of the Agreement is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), as well as all other regulation requirements governing the management of personal information.
- 9.3 The Consultant agrees that all data, information, and material provided to the Consultant by The Township are and shall be confidential, both during and after the term of this Agreement. The Consultant acknowledges that this is a fundamental term of this Agreement and the Consultant and its officers, directors, and employees will not directly or indirectly disclose or use at any time any confidential information acquired in the course of performing this Agreement. All provided data, reports, and material shall be returned to The Township upon termination of the Agreement.
- 9.4 All material prepared or assembled by the Consultant in connection with this Agreement and the Services shall be the property of The Township. This includes all reports, drawings, sketches, designs, plans, specifications, media copy, logos, questionnaires, tapes, computer applications, photographs, and other materials of any type whatsoever. Proprietary software supplied by the Consultant is excluded.
- 9.5 Copyright and all such material shall belong exclusively to The Township and, whenever requested by The Township, the Consultant shall execute any and all applications, assignments, and other instruments which The Township deems necessary in order to apply for and obtain the copyright to any part of the work produced by the Consultant and in order to assign to The Township the sole and exclusive copyright in such work.

10.0 **LEGAL REQUIREMENTS**

10.1 The Consultant shall ensure that the Services comply with all relevant legislation, including codes, bylaws, and regulations, as well as The Township's policies and procedures. Where there are two or more laws, bylaws, ordinances, rules, regulations or codes applicable to the services, the more restrictive shall apply.

11.0 **INDEMNITY AND INSURANCE**

11.1 The Consultant shall indemnify and save harmless The Township, its officers, agents, and employees against all third-party claims, demands, actions, losses, expenses, costs or damages of every nature and kind whatsoever which they may incur or suffer as a result of the negligence of the Consultant or its officers, agents, or employees in the performance of this Agreement.

11.2 The Consultant shall maintain, in full force and effect with insurers licensed in the Province of British Columbia the following insurance:

1. Comprehensive General Liability Insurance in respect to the services and operations of the Consultant for bodily injury and/or property damage with policy limits of not less than \$2,000,000 per occurrence. The Township shall be added as an additional insured.
2. Professional Liability Insurance in respect to the services provided by the Consultant with policy limits of not less than \$1,000,000 per claim.
3. Certificates evidencing the existence of the policies shall be provided to The Township by the Consultant upon request and evidence of renewal shall be provided to The Township not less than thirty (30) days prior to the expiry dates of the policies.
4. The Consultant shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Consultant shall maintain the required insurance during the term of this Agreement.
5. If The Township wishes, because of its particular circumstances, or otherwise to increase the amount of coverage of the aforementioned insurance policy, or to obtain other special insurance coverage, then the Consultant will cooperate with The Township to obtain increased or special coverage at The Township's expense.

12.0 **BREACH OF CONTRACT**

12.1 Where the Township determines that the performance by the Consultant of the obligations in this Agreement is not in accordance with this Agreement, The Township may require the Consultant by written notice to remedy such deficiency at the Consultant's sole expense and within seven (7) days of the giving of notice.

12.2 If such deficiency is not remedied to the satisfaction of The Township, The Township shall have the right, but shall be under no obligation, to remedy the deficiency to its satisfaction at the sole expense of the Consultant.

12.3 The Consultant shall be liable for all costs incurred by The Township to remedy such deficiency including, but not be limited to, all legal fees and disbursements on a solicitor and own client (full indemnity) basis.

13.0 **SUSPENSION OF AGREEMENT**

- 13.1 The Township may suspend the Consultant's services at any time upon seven (7) days written notice.
- 13.2 The Township shall pay all Fees due to the Consultant accrued to the time of suspension, but payment of all other Fees may at The Township's sole discretion be suspended.
- 13.3 The Township shall not be responsible to pay any fees incurred by the Consultant during the period of any suspension unless the Consultant satisfies The Township, before incurring any such fees, of the necessity for the same and provides The Township with such documentation as may be required by The Township in support of the claim for fees.

14.0 **TERMINATION OF AGREEMENT**

- 14.1 The Township may terminate this Agreement by giving seven (7) days notice in writing, if the Consultant
 - 1. fails to fully complete the Services within the time limited by the Agreement, or
 - 2. fails to complete the Services to the satisfaction of The Township, or
 - 3. becomes insolvent, or
 - 4. commits an act of bankruptcy, or
 - 5. abandons the Project, or
 - 6. assigns the Agreement without the required written consent, or
 - 7. has any conflict of interest that may, in the opinion of The Township, have an adverse effect on the Project.
- 14.2 The Township may terminate this Agreement upon seven (7) days written notice to the Consultant if funds are not available for completion of the Services or if The Township abandons the Project.
- 14.3 The Township shall, in the event of termination of this Agreement, pay to the Consultant all amounts for completed work due to the Consultant in accordance with this Agreement, as well as all reasonable fees incurred up to the date of termination. The Township shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.
- 14.4 The Consultant may terminate this Agreement upon seven (7) days written notice to The Township if any invoice payable by The Township to the Consultant for services in accordance with the terms of this Agreement remains unpaid for a period in excess of sixty (60) days upon receipt.
- 14.5 The Consultant agrees that termination or suspension of this Agreement or a change to the Services to be provided under this Agreement in accordance with clause 4.4 does not relieve or discharge the Consultant from any obligation under the Agreement or imposed upon it by law with respect to the Services or any portion of Services that it has completed.

15.0 TERMINATION FOR CONVENIENCE

15.1 The Township may terminate this Agreement at any time upon thirty (30) days written notice to the Consultant, whereupon The Township shall be liable for any Consultant's fees and expenses for satisfactorily completed work up to the date of termination and not thereafter.

16.0 DISPUTE RESOLUTION

16.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach may, upon the agreement of both parties, be referred to either:

1. Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties;

or

2. Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Commercial Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive, and binding upon the parties. If the parties are not able to agree on an arbitrator, the choice shall be referred to the British Columbia Supreme Court for decision. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Commercial Arbitration Act* of British Columbia.

17.0 FORCE MAJEURE

17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental actions, act of public authority, Act of God, or to any other cause beyond its control except labour disruptions.

17.2 In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

17.3 Should force majeure event last longer than thirty (30) days either party may terminate this Agreement by notice in writing without further liability, expense, or cost of any kind.

18.0 NOTICES

18.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if sent by mail, fax or email, addressed as follows:

The Corporation of the Township of Esquimalt

Attention: [Click here to enter name.](#)

1229 Esquimalt Road

Esquimalt BC V9A 3P1

Phone: (250) [Click here to enter phone number.](#) Fax: (250) [Click here to enter fax number.](#)

Email: [Click here to enter email address.](#)@esquimalt.ca

To the Consultant at:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

- 18.2 Such notice shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed, or the day following the day the notice is sent by fax or email.
- 18.3 Either party may, at any time, give notice in writing to the other of any change of address or other contact information.

GENERAL

19.0 ASSIGNMENT

- 19.1 The Consultant shall not, without the prior written consent of The Township, which consent may be withheld at the discretion of the Township, assign the benefit or in any way transfer the obligations of this Agreement.

20.0 TIME OF ESSENCE

- 20.1 The Services must be provided within the time limits as herein specified.

21.0 GOVERNING LAW

- 21.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of British Columbia. The Courts of British Columbia shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

22.0 PURCHASE ORDER

- 22.1 Purchase Order does not supersede and take precedence over the terms and conditions in this Agreement.

23.0 SEVERABILITY

- 23.1 Should any term or portion of this Agreement be found to be invalid or unenforceable the remainder shall continue to be valid and enforceable.

24.0 WAIVER

- 24.1 The Township may at any time insist upon strict compliance with this Agreement regardless of past conduct or practice with this or any other consultant.

25.0 **EXECUTION**

25.1 No work shall be performed by the Consultant until the Agreement has been executed by both parties hereto.

26.0 **ENTIRE AGREEMENT**

26.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

The parties hereto have executed this Agreement as of the day, month and year first above written.

[Click here to enter consultant name.](#)

Corporation of the Township of Esquimalt

Per: _____

Per: _____

[Click here to enter name.](#)

[Click here to enter name.](#)

[Click here to enter title.](#)

[Click here to enter title & name of department.](#)

Per: _____

Corporate Officer

Schedule "A"

Services

Schedule "B"

Terms of Payment

Schedule "C"

Certificate of Insurance