

Request for Proposals

RFP DS No. 2022-01

Integrated Parking Strategy and Regulatory Framework

Date of Issue January 18, 2022

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OBJECTIVE

The Township of Esquimalt is seeking proposals from qualified consultants to develop an integrated parking strategy and regulatory framework that takes a holistic approach to parking by integrating both on-street and off-street parking into a unified, strategic, framework. The two major deliverables will be an On-street Parking Strategy and a new Parking Bylaw (addressing off-street parking regulations) that are integrated with each other. Note that this project is a joint project of both the Development Services Department and the Engineering and Public Works Departments, however, to coordinate the review and awarding of the contract, all communications shall be through the Director of Development Services who will consult with the Director of Engineering and Public Works as required.

GENERAL INSTRUCTIONS FOR THE PROPONENTS

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

Terminology

Throughout this RFP, the following terminology is used:

“Township” means the Corporation of the Township of Esquimalt.

“Consultant” means the successful proponent of the RFP who enters into a written contract with the Township of Esquimalt.

“Contract” means the written agreement resulting from the RFP, executed by the Township of Esquimalt and the Consultant.

“Force Majeure” means causes that are beyond a party’s control, and which are unavoidable by the exercise of reasonable foresight.

“Must” means a mandatory requirement to be met for a Proposal to received consideration.

“Proponent” means an individual or company that submits, or intends to submit, a proposal in response to this RFP.

“Proposal” means the proponent’s submission in response to this RFP.

“RFP” means this Request for Proposal.

“Shall” means a mandatory requirement to be met for a Proposal to receive consideration.

“Should” means a desirable requirement that has a significant degree of importance to the objectives of the RFP.

“Work” means any labour, efforts, and/or duty required to accomplish the purpose of this project.

Closing Date, Time, and Delivery Requirements

Four (4) hard copies of the proposal and one (1) digital version on a USB memory stick, signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP shall be enclosed in a sealed envelope clearly marked with “RFP DS No. 2022-01 Parking Study”, addressed to the Director of Development Services and delivered to the Township of Esquimalt, third floor – Development Service, 1229 Esquimalt Road, Esquimalt, BC, V9A 3P1 by:

Time: 4:30 p.m.

Date, February 14, 2022

Proposals will not be opened in public

Please note the following:

- It is the sole responsibility of the Proponent to ensure the Township receives their proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponent.
- **Late proposals will NOT be accepted and will be returned unopened to the Proponent.**
- The computer clock in the offices of the Township of Esquimalt determines the official closing time for this RFP.
- **Facsimile (fax) or e-mail proposals for this RFP will NOT be accepted.**
- Delivery of the RFP by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package fails to be delivered to the Township prior to the closing date and time.
- **Due to COVID – 19, the front doors of the Municipal Hall may be locked. Phone the number on the door and someone will pick up the package at the front door.**

Acceptance of Proposals

- The Township expressly reserves rights to the following:
 - o To accept any Proposal.
 - o To reject any and/or all irregularities in the Proposal submitted.
 - o To reject any and/or all Proposals.
 - o To accept a Proposal that is not the lowest cost.
 - o 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.
 - o To work with any Participant whose Proposal, in the opinion of the Management, is in the best interest of The Township.
 - o To cancel or re-issue the RFP.
- A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.

- All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether another Proposal has been accepted.

Communications and Enquiries

All enquiries regarding this RFP are to be directed in writing by e-mail to the following contact person and department. Information obtained from any other sources is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and will be distributed directly to the BC Bid website and the Township website.

Enquiries: Bill Brown MCIP

Director of Development Services, Township of Esquimalt

e-mail: bill.brown@esquimalt.ca

All enquiries, and questions are to be submitted in writing via e-mail prior to 3:00 p.m. on February 7, 2022. The Township reserves the right to not answer any enquiries that are submitted after this time and date.

Addenda

All addenda, amendments, or further information regarding this RFP will be published on the BC Bid website and the Township's website. Each addendum will be incorporated in and become part of the RFP. It is the sole responsibility of the Proponent to monitor the BC Bid website and the Township's website regularly to ensure that they have received all updates.

Amendments to and Withdrawals of Proposals

Amendment to Proposals

Proposals that have been submitted may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or e-mailed to the RFP's contact address or e-mail.

Withdrawal of Proposals

Proposals may be withdrawn by the Proponent at any time prior to the RFP closing time and date by submitting a written withdrawal letter either hand-delivered or e-mailed to the RFP's contract address or e-mail.

Ownership of Proposals

All Proposals, including any attachments and documentation, submitted to, and accepted by the Township in response to this RFP become the property of the Township. They will be received and held in confidence by the Township, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA). The final documents produced will

become the property of the Township and may be modified or copied by the Township and will become a public document.

Liability for Errors

The Township has made considerable efforts to ensure an accurate representation of information in this RFP, however, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive, exhaustive, or up to date. Nothing contained in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP. Furthermore, the Township will assume no responsibility for any oral information or suggestion(s).

Definition of Contract

Notice in writing to a Proponent of the acceptance of its Proposal by the Township and the subsequent full execution of the written Contract will constitute a Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

The Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter a Contract with the Township of Esquimalt on substantially the same terms and conditions set out in the sample contract attached as Appendix "A" to the Request for Proposal. If the Township of Esquimalt selects a Proponent pursuant to this RFP, it will provide notice in writing to the successful Proponent and the Township of Esquimalt will constitute the Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the good or services until the Contract is executed.

Any contract that may be entered into because of this Proposal will be subject to the laws of the Province of British Columbia.

Subcontracting

The successful Proponent ("Consultant") shall not assign or subcontract any part of this agreement without prior written consent of the Township. No permitted assignment or subcontract shall relieve the Consultant from its obligations arising from the RFP or impose any liability upon the Township to any assignee or subcontractor. The Consultant shall always be held fully responsible for any and all acts and omission of the assignees or subcontractor's directors, officers, independent contractors, employees, subcontractors, shareholders, agencies, partners and volunteers.

The Township shall not permit the Consultant to subcontract to any entity or individual whose current or past corporate or other interests may, in the Township's opinion, give rise to a conflict of interest in connection with the project to be undertaken or the services to be provided pursuant to this RFP. This includes, but is not limited to, any entity or individual involved in the preparation of the Proponent's proposal.

Further, in addition to or in lieu of any other remedies that the Township has in law or in equity, the Township of Esquimalt shall have the right to terminate the agreement if the Township in its sole discretion, determines that the selected Consultant has contravened the prohibition set forth in the preceding paragraph.

Reference Check

The Township shall be entitled to verify the Proponent's references at any time during the RFP process.

Cost of Proposal

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. Furthermore, by submitting a proposal, each Proponent shall be deemed to have agreed that it has no claim.

Collection and use of personal information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Township of Esquimalt with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Township of Esquimalt. Such written consents are to specify that the personal information may be forwarded to the Township of Esquimalt for the purposes of responding to this RFP and use by the Township of Esquimalt for the purposes set out in the RFP. The Township of Esquimalt may, at anytime, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Township of Esquimalt.

No Relationship to Township Employees

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.

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.

In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law of a municipal employee.

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No Representation or Solicitation

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.

Key Personnel

The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. If 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.

Indemnity

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 because of the granting of this contract or the use of The Township's property or facilities.

The Proponent shall waive all rights or subrogation or recourse against The Township because of the granting of this contract or the use of The Township's property or facilities.

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 because of the use of the property or facilities under the terms of this contract.

Business Licence

The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.

Worksafe BC

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.

Insurance

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:

- Comprehensive General Liability Insurance \$2,000,000.00
- Professional Liability \$1,000,000.00

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:

- The Township and its officers, employees, officials, agents, representatives, and volunteers as Additional Insured.
- Cross liability and a waiver of subrogation or recourse against The Township
- 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.

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

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.

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

Best Offer

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

Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause.

In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

Default by Consultant

If the Consultant is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be cancelled at the full discretion of the Township.

RFP SCHEDULE

The schedule for this RFP shall be as follows:

RFP Issued	January 10, 2022
RFP Closing	February 14, 2022
Anticipated Date of Award	March 7, 2022
Date of Commencement of Work	Within 14 days of contract execution
Date of Completion of Work	Before September 6, 2022

SCOPE AND DELIVERABLES

Background

The Township is interested in the development of an integrated systematic framework for regulating all aspects of parking – both on-street and off-street. The following information is provided as a potential framework. Proponents are free to add innovative and creative approaches to parking management and regulation.

Deliverables

On-street Parking Strategy

The Consultant will perform an analysis of existing on-street parking availability, regulation, and enforcement in the Township of Esquimalt with the goal of developing a “Township of Esquimalt On-street Parking Strategy”. This strategy would provide recommendations to Township Council that will:

- Optimize the use of the Township’s on-street parking in the most cost-effective and equitable manner for all Esquimalt residents and visitors.
- Create policy and strategy that aligns with the Township’s overall goals and objectives as stated in the Official Community Plan and other guiding documents.
- Use best management practices related to on-street parking policy and regulation that is designed specifically to improve quality of place and encourage the use of alternative modes of transportation beyond the personal vehicle.
- Consider the use of existing and emerging technologies related to the management of on-street parking.

This would involve a review of the following types of topics related to on-street parking in the Township and should include:

- A review of existing on-street parking regulations and bylaws.
- A review of existing on-street parking availability.
- Demographic and population trends in the municipality.
- Urban design and development objectives for the Township.
- Demand management best practices for on-street parking.
- Review of the potential of using pricing options for on-street parking including introducing fees such as parking permit and decal programs, paid on-street parking etc.
- Consideration of electric vehicle sales and how this may affect the need for on-street charging.
- Considerations of emerging trends such as shared vehicles, ride-sharing and autonomous vehicles.
- Climate action goals for mode splitting with both transit and active transportation.
- The advent and uptake of personal mobility devices as well as senior's mobility aids.
- Parking enforcement including technologies and organizational structure.
- Potential reallocation of curb space that considers shared vehicles, ride-hailing, autonomous vehicles, and an aging population.
- Use of technologies such as digital applications for reserving curb space for deliveries.
- Consider all types of on-street parking, including but not limited to: no restrictions, residential only, residential permit, time limited, handicap, and loading.
- On-street bicycle parking.
- Consider a parklet program for bicycles and suggest possible locations.
- Suggested strategies for a decision-making framework for resident restricted on-street parking.
- A policy framework based on emerging trends for managing the curb (e.g., implications of the increase in on-line shopping deliveries).
- Review how street parking interacts with active transportation.
- Review of the Township Guide to Parking Restrictions.

The Consultant will prepare a draft report with alternative strategies and preliminary recommendations for presentation to staff and Council prior to preparing a final "Township of Esquimalt On-Street Parking Strategy" with policies, strategies, regulations, costs, and implementation actions.

Draft Parking Bylaw

The goal of this deliverable is to modernize the Township's off-street parking standards, currently found in Parking Bylaw, 1992, No. 2011. It is expected that the Consultant will make recommendations designed to support achievement of the design guidelines and policies in the Township's Official Community Plan. In addition, the Consultant will draft a new Parking Bylaw and have a legal review of the draft bylaw such that it is "agenda-ready" for Esquimalt Council. The Parking Bylaw update shall define minimum and maximum requirements for parking (i.e. "parking ratios") as well as standards for the provision of parking including minimum dimensions of spaces and associated access. Other regulations pertaining to the

location, design and use of onsite parking areas will also be included in the new draft Parking Bylaw.

This deliverable includes a review of existing on-site parking regulations for vehicles (including electric vehicle, and accessible vehicle requirements) as well as a review of on-site parking requirements that are not addressed in the current bylaw (for example bicycle parking, home-based businesses, mixed use buildings, etc.).

It is expected that the Consultant will conduct an independent ground truthing study of existing parking conditions on off-street parking lots throughout the Township to develop parking requirements. This should include the collection of usage data throughout the day from off-street sites associated with various use types and geographic locations. The Consultant will also include consideration of the following points to conduct their analysis:

- Recommendations following from the On-street Parking Strategy as noted in Deliverable 1.
- Analysis of past Esquimalt development variance permits related to parking requirements and zone-specific parking regulations.
- Urban design and development objectives of the Township.
- The latest research and planning best practices related to parking policy and regulation that is designed specifically to improve quality of place, and encourage the use of alternative modes of transportation (e.g. transit, walking, cycling et cetera);
- Review of off-street vehicle parking standards paying particular attention to the difference between parking requirements for rental vs owned housing, seniors housing, affordable housing, social housing, and other forms of housing tenure.
- Review parking requirements for parks, industrial, institutional, and commercial uses.
- Review of off-street loading requirements.
- Review of passenger loading requirements.
- Electric vehicle charging requirements for commercial, industrial, and institutional uses.
- Review of accessible parking standards and requirements for persons with disabilities.
- Potential for payment-in-lieu of parking spaces for developments that are unable to meet the required allocation in the Parking Bylaw and the assignment of funds collected from such a program.
- Review of bicycle parking and electric mobility device standards including both short-term visitor and secure overnight bicycle parking in residential units as well as bicycle storage design and end of trip facilities in commercial situations. Bicycle parking standards should include analysis of the needs for storage/protection of larger cargo bikes, bike trailers, and electric bicycles.
- Future considerations related to needs, demographic trends, technological change – e.g. the adoption of autonomous vehicles.
- Are parking minimums the best way to manage off-street parking?
- Review of parking stall and aisle dimensions.
- Should there be reduced parking standards for missing middle infill developments?
- Should multi-family residential parking stall requirements be based on the number of bedrooms?

- Should multi-family residential parking stalls be linked to specific residential units or be unlinked.
- Review the implication of the introduction of pay parking for on-site locations. Where is this reasonable to implement, what are the management implications, costs associated with providing the service and potential revenues.
- Review the role of Transportation Demand Management strategies in calculating the number of required parking stalls.

The Township also wishes to formalize parking standards with respect to transportation demand management (TDM) strategies. Under such a system, Council would be able to reduce parking requirements when an acceptable TDM plan is submitted with a development application. The Consultant should prepare a list of acceptable TDM measures and assign point values to each. The TDM policy should include:

- Requirements for an acceptable TDM plan, including the number of TDM points that must be obtained.
- Expectations around the form that TDM measures must be provided.
- Parking reductions for different land uses and locations.
- Additional reductions for developments that are in proximity to high-quality transit service, rental housing, non-market rental housing, and seniors housing.
- Options that would allow the Township to negotiate a preferred TDM option.

Community/Stakeholder Consultation and Engagement

Proposals shall include a plan to undertake a comprehensive community consultation process involving but not limited to:

- Publication of a Parking 101 Document for the public as a source of information about parking.
- Community survey.
- Residents from as many demographic profiles as possible.
- First Nations.
- BC Transit.
- Businesses and the Esquimalt Chamber of Commerce.
- The Design Review Committee.
- The Advisory Planning Commission.
- People with disabilities.
- Capital Bike – Esquimalt Chapter.
- Urban Development Institute and Developers.
- Major employers (Sea Span and Department of National Defense).
- Schools.
- Neighbouring municipalities.
- Capital Regional District.

- Internal stakeholders: Esquimalt Fire Department, Victoria Police Department, Community Safety Services (Bylaw Enforcement), Engineering and Public Works, Parks and Recreation.

Proposals must outline how the successful engagement process will be implemented, including summation of collection and analysis of input. Proposals must identify any necessary software and costs required to carry out the engagement process that the proponent outlines in the proposal.

It is the Consultant’s responsibility to ensure strict compliance with all Public Health Orders and recommended best practices.

AVAILABLE INFORMATION

The following information is available to the Proponent.

Resource	Available at
Esquimalt Age Friendly Assessment	https://www.esquimalt.ca/sites/default/files/docs/esquimalt_age-friendly_assessment_final.pdf
Designing Density Report	https://www.esquimalt.ca/sites/default/files/docs/business-development/Designing_Density_Report_Final_to_Township_of_Esquimalt_Dec_2019.pdf
Esquimalt Active Transportation Plan	In progress Esquimalt's Active Transportation Network Plan Engaging Esquimalt
Current traffic closures and restrictions	Contact the Township of Esquimalt Engineering Department
Township’s Guide for On-Street Parking Restrictions	https://www.esquimalt.ca/sites/default/files/docs/municipal-services/The_Township_Guide_to_Parking_Restrictions.version_2.pdf
Map of Parking Restrictions in Esquimalt	Contact the Township of Esquimalt Engineering Department
Zoning Bylaw	https://www.esquimalt.ca/sites/default/files/docs/municipal-hall/bylaws/2020_09_-_Bylaw_2050_-_Zoning_Consolidation_0.pdf

Parking Bylaw, 1992, No. 2011	https://www.esquimalt.ca/sites/default/files/docs/municipal-hall/bylaws/Bylaw_2011 - Parking Bylaw Consolidated 2019 April 23 rd.pdf
Bylaw No. 3014 A Bylaw to amend Bylaw No.2011	This bylaw amended the Parking Bylaw by adding provisions for electric vehicle charging.
Pedestrian Charter	pedestrian charter.pdf (esquimalt.ca)
Bicycle routes and infrastructure	Excel file, shape file and hardcopy map
Esquimalt Official Community Plan	https://www.esquimalt.ca/sites/default/files/docs/business-development/OCP/Esquimalt_OCP_2020-01-09.pdf

PROPOSAL SUBMISSION

Proposals must include the following information to be considered.

Corporate Qualifications and Experience

Proponents must include a summary of their company’s background and area of expertise. Proponents shall list any subcontractors or sub-consultants they intend to use and provide a similar summary. Proponents shall include between three (3) and five (5) project abstracts that clearly outline previous projects with similar scope of services and drawing preparation.

The referenced projects should be of a similar or greater cost and magnitude that have been successfully completed by their company within the past five (5) years. The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project constraints, project deliverables, location, client names, and references.

Experience, Depth & Breadth of Project Team

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, home office and notable achievements in each area of the Work. Proponents shall provide a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each, and the total role and project hours. The Township must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

Approach and Methodology

Proponents are to confirm their understanding of the scope of work and clearly define and describe how their proposed approach would meet those requirements, including the Project constraints, sequence and timing of milestones, the respective expertise involved, and their time allocation for each. The work plan should include the provision of a quality assurance and control plan that ensures senior review of relevant project activities.

Quality Assurance & Control

Strategy decisions will be based on the collected data and analysis results provided by the Consultant. Proponents shall provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and negatively impact decision-making processes on which recommendations to the Township are made.

Attention to Sustainability

Proponents are to clearly demonstrate consideration of environmental health, social equity, and economic vitality and resilient community aspects of the project and promotes natural solutions where at all possible.

Schedule of Work

Proponents shall indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP deliverable target dates.

Cost/Proposed Fee for Project

The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the Township, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Direct project costs must be broken down by personnel and estimated hours per task. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel, accommodation costs, out of pocket expenses, and all other expenses.

Hourly Project Team Member Rates

As a supplement, a schedule of rates for all key personnel, technical staff, and support personnel must be included. These rates will be used for any additional work that is authorized by the Township.

References

Proponents will provide contact information including e-mail address and phone number for three to five (5) clients for whom they have provided similar work.

PROPOSAL EVALUATION

Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their proposals all relevant information that would allow the Township to accurately assess their organization about the evaluation criteria. The Township will make no assumptions on behalf of the Proponent.

The Township shall consider each Proposal and, after such consideration, shall have the right to require all the respondents to attend a presentation to clarify their Proposal. The Township reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

Evaluation Criteria

This section details the evaluation process for selecting the best qualified Proponent. Proponents should ensure that they fully respond to all criteria preferably in the order presented in their submission to receive full consideration during the evaluation process. The Township of Esquimalt recognizes the “best value” is the essential component of this project, and therefore the Township will consider both technical and cost factors in its selection criteria.

The following table identifies the key criteria that the Township has deemed relevant, and the point assignment to each.

	Description	Weight
1	Qualifications & Experience – Company experience, personnel qualifications, similar projects, references	15%
2	Methodology – Response to the RFP project requirements, approach, demonstrated understanding of project requirements, work plan	30%
3	Schedule -	10%
4	References -	5%
5	Proposed Fees – Pricing structure, fees, costs, hourly rates.	40%

AWARD

It is not the intent of the Township to award this project to a Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The Township reserves the right to reject any submitted proposal from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner.

This RFP is not a tender and does not commit the Township of Esquimalt in any way to select a Consultant. The Township reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the Township to do so.

In addition, the Township may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for the project
- The Township decides to cancel the project

Right to Negotiate

After the contract has been awarded to the Consultant, the Township reserves the right to negotiate minor changes, amendments, or modifications to the Consultant's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

Failure to Execute an Agreement

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, the Township may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of the Township, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the Township, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the Township reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the Township further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

Reporting & Communications

The successful Consultant shall report to the Director of Development Services, who will oversee day-to-day coordination of this project. Approval will be required prior to the Consultant proceeding with subsequent components of the project or altering the work plan. Please note: the Consultant will be required to work closely with the Township's Director of Development Services and Director of Engineering and Public Works to ensure that project objectives are met.

Publicity

The successful Consultants shall not make any news release concerning the RFP, submitted Proposal, or awarding of same, or the resulting contract without the express written consent of the Township.

An award of contract to the successful Consultant does not constitute a general endorsement of the Proponent's products or services, and the award of contract cannot be used by the Consultant to promote the sale of products or services without the expressed written approval of the Township.

The Township may issue a news release about the award of the contract and project updates.

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.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[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.
- 6.4

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