

City of Coquitlam

Request for Proposals
RFP No. 22-067

Interdepartmental Bylaw
Enforcement Review

Issue Date: June 8, 2022

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[PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

RFP Reference	RFP No. 22-067 Interdepartmental Bylaw Enforcement Review
Overview of the Opportunity	The purpose of this RFP is to invite Proposals from professional, qualified and experienced firms to select a Consultant to complete an Interdepartmental Bylaw Enforcement Review .
Closing Date and Time	2:00 pm local time Wednesday, June 29, 2022
Instructions for Proposal Submission	Proposals are to be consolidated into one PDF file and uploaded electronically through Qfile, the City’s file transfer service accessed at qfile.coquitlam.ca/bid <ol style="list-style-type: none"> 1. In the “Subject Field” enter: RFP Number and Name 2. Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from Qfile to confirm receipt.) Phone 604-927-3037 should assistance be required.
Obtaining RFP Documents	RFP Documents are available for download from the City of Coquitlam’s website: http://www.coquitlam.ca/Bid-Opportunities Printing of RFP documents is the sole responsibility of the Proponents.
Instructions to Proponents	The guidelines for participation that will apply to this RFP are posted on the City’s website: Instructions to Proponents
Questions	Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the closing date sent to email: bid@coquitlam.ca
Addenda	Proponents are required to check the City’s website for any updated information and addenda issued, before the Closing Date at the following website: http://www.coquitlam.ca/Bid-Opportunities
Withdrawal of Submission	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time.
Terms and Conditions of Contract	The City’s Consulting and Professional Services Agreement attached as Appendix A will apply to any Contract awarded resulting from this RFP.

DEFINITIONS

The following words and terms, unless the context otherwise requires, in the Request for Proposal document shall have the meaning set out below.

“Agreement” “Contract” means the City’s Consulting and Professional Services Agreement (attached as [Appendix A](#) to this RFP) incorporating the information contained in this RFP, Proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services outlined in this Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“Price” means the amount that will be paid by the City to the Consultant for delivery and acceptance of goods and Services.

“Project Manager” means the City staff member appointed by the City who will act on its behalf with respect to duties and authorities as outlined in this RFP.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“Services” “Work” “Works” means and includes the provision by the successful Proponent of all services, duties, deliverables and expectations as further described in this RFP, unless the context otherwise requires, the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Consultant.

1 INTRODUCTION

1.1 Request for Proposals

The purpose of this RFP is to invite Proposals from professional, qualified and experienced firms to select a Consultant to complete a review of the **bylaw enforcement organizational model** for the City of Coquitlam.

1.2 Project Description

The purpose of the **Interdepartmental Bylaw Enforcement Review** (“IBER”) is to review the bylaw enforcement organizational model at the City in order to create a report that will inform potential changes to, or the replacement of, the bylaw enforcement organizational model at the City of Coquitlam.

The goals of the IBER are to improve customer service experiences, provide a more consistent approach to bylaw enforcement across the City, clarify roles for staff, and ensure efficient enforcement resourcing.

1.3 Instructions for Participation

Proponents are advised that the rules for participation that will apply to this RFP are posted on the City’s website: [Instructions to Proponents](#)

By submission of a Proposal, the Proponent agrees and accepts the rules by which the bid process will be conducted.

1.4 Sub-Consultants

The use of sub-Consultants is acceptable providing they are fully identified in the Proposal and realize the conditions of this document will apply to all Consultants named. Joint submissions must identify a prime Proponent who assumes responsibility for the Proposal as well as for the professional standards, actions and performance for all Proponents, if awarded the work.

1.5 Intellectual Property Rights

The Contract establishes the City as the owner of the “Instruments of Service” in connection with this Project.

The Consultant will remain owner of all Instruments of Service but the City will become the owner of the immediate plans, concepts, calculations, etc. and other materials requested and provided as defined as deliverables under this RFP.

2 SCOPE OF SERVICES

The successful Proponent (the “Consultant”) will complete a review of the bylaw enforcement organizational model and report to the City.

The Services are to be undertaken are as follows:

Objective #1: Consultation and Engagement

- The Consultant will engage and consult with bylaw enforcement staff and managers through information interviews.
- The Consultant will seek information regarding the operation of the current bylaw enforcement organizational model, the perspectives of all bylaw enforcement teams at the City including the strengths and weaknesses of the current model, and opportunities for improvements or changes to the model.
- The Consultant will organize the interview data, identify themes and provide an analysis of the interview data.

Objective #2: Municipal Scan and Analysis

- The Consultant will research and analyze the bylaw enforcement organizational models of other municipalities. The scan will include municipalities in British Columbia that are approximately that same size as Coquitlam by population (e.g., Abbotsford, Kelowna, Richmond, Langley Township, Delta).
- The Consultant will provide a discussion of the strengths and weakness of the various organizational models including the model used in Coquitlam.

Objective #3: Report – Options and Recommendation

- The Consultant will use the understanding obtained from the analysis of the interview data and the municipal scan data to develop options and advice on how to improve the City’s delivery of bylaw enforcement services for the community.
- The Consultant will recommend the option that offers the most effective solution to enhance the strengths and address the weaknesses identified while also considering the impacts the proposed solution would have on the organization.
- The Consultant will prepare a report summarizing the data collected, the analysis, the options, and the recommendation.

2.1 Deliverables and Responsibilities – Overview

The table below outlines the deliverables and responsibilities that will be expected of the various groups involved in development of the Interdepartmental Bylaw Enforcement Review (IBER). Final deliverables and responsibilities will be agreed upon between the City and the Consultant.

Deliverable/Responsibility	City Staff	Consultant
Identify staff to be interviewed	X	
Develop interview questions for staff		X
Conduct interviews with staff (approximately 25)		X
Identify themes in interview responses and provide analysis of themes		X

Conduct municipal scan of other bylaw enforcement organizational models		X
Provide analysis of organizational models		X
Develop made for Coquitlam options to improve bylaw enforcement services at the City of Coquitlam		X
Develop a recommended option to improve bylaw enforcement services at the City of Coquitlam		X
Prepare a draft report summarizing the data collected, the analysis, the options, and the recommendation		X
Present the draft report to the City of Coquitlam Executive Team members and answer questions	X	X
Revise the report based on the feedback of the Executive Team		X
Prepare the final report summarizing the data collected, the analysis, the options, and the recommendation.		X

3 PROJECT ORGANIZATION AND MANAGEMENT

The Consultant will work with staff from the City, including possible in-person update meetings as required.

The City will determine a Project Manager for the IBER. The Project Manager will solicit feedback from key staff at each phase of project development and may involve a small group of additional staff in meetings with the Consultant. It is intended that the Consultant work collaboratively with the Project Manager and other City staff, as required, throughout the process.

The Consultant will be responsible for recording all meeting minutes, including significant proceedings and decisions, identifying ‘action by’ parties, and will reproduce and distribute copies of minutes within two (2) working days after each meeting. The Consultant will transmit the meeting minutes to meeting participants including those who were not in attendance.

The Consultant will lead and otherwise be responsible for all elements of the Services, including reporting at key milestones, timely communications with the City’s Project Manager on emerging project issues, and maintaining complete documentation (i.e. minutes, presentations) from internal and external meetings.

4 PROJECT SCHEDULE

4.1 Project Schedule

- a) The Consultant is responsible for their availability and ability to meet time schedule and completion date. Proponents are to confirm they will meet the City’s expectations with a written acknowledgement of the ability to deliver the required Services to the City given the Proponents’ existing workload and future commitments.
- b) Schedule Acknowledgements
 - i. Proponents should note that the Target Dates outlined in the **Proposed Work Schedule and Milestone Dates** table below are there as a guide for the seamless progression of the project through the Planning and Development phases, **but the Target Date set for Total Completion of this project is not a guide and must be adhered to and met.**
 - ii. The Proponents must meet the completion date for the ‘Interdepartmental Bylaw Enforcement Review’ of **December 15, 2022.**

PROPOSED WORK SCHEDULE AND MILESTONE DATES		
<u>ITEM NO.</u>	<u>KEY MILESTONES</u>	<u>TARGET DATES*</u>
1.	Project initiation	July 20, 2022
2.	Complete interviews with Coquitlam bylaw enforcement staff	Sept 23, 2022
3.	Complete municipal scan of bylaw enforcement models	Sept 23, 2022
4.	Complete analysis of interview and municipal scan data	October 7, 2022
5.	Develop options and a recommendation to improve the bylaw enforcement organizational model at the City of Coquitlam	October 28, 2022
6.	Provide a draft report with summary of findings, options, and a recommendation	November 14, 2022
7.	Present the draft report to the City of Coquitlam Executive Team members and answer questions	November 30, 2022
8.	Prepare a final report with summary of findings, options, and a recommendation	December 15, 2022

*Target Dates in Schedule are subject to adjustments at the sole discretion of the City.

4.2 Documents

The Consultant will provide original documents and transfer final digital files to the City. The Format of the digital files will be compatible with the City’s versions of MS Suite and PDF’s. Digital file transfer is to be electronically through the City’s file transfer portal and email to City staff.

4.3 Fee Schedule and Cost of Services

- a) Proponents to submit with their Proposal, a **Schedule of Effort and Fees**, for all of the Services outlining level of effort by each team member, including hourly rates and total lump sum pricing. The hourly rates will be used to value additional services if required. The fee schedule should show the maximum upset limits that the Consulting Team will not exceed unless the City's Project Manager requests additional services which are beyond the Scope of Services as outlined in this RFP.
- b) The Proponent shall include in the fee schedule all sub Consultant fees and all Consulting Team disbursements.
- c) The Proponent shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.
- d) The successful Consultant will not be able to claim any additional cost as a result of changes to the Schedule or order of works. This condition shall be in effect for the duration of the project.

The 'Consulting Services Price Total' will form the budget for the full scope of the Services, including all details and deliverables specified in this RFP.

The Price total includes business administration services, disbursements, costs, charges, expenses, of any sort (excluding GST) for the Consultant to complete the Project to the City's standards in accordance with the work schedule provided in this RFP.

5 **REFERENCE MATERIALS**

Proponents should identify any relevant documents or data that would contribute to achieving the objectives. If such data requires any original research, the Proponent should identify any costs as a separate item for consideration by the City.

The Consultant will work with the City to gather any additional information required to complete the Services.

6 **EVALUATION CRITERIA**

6.1 Evaluation Criteria

Proposals will be evaluated to determine the Proposal that is most advantageous to the City, using the following criteria. This list is not intended to be exhaustive and is not ranked in order of preference or priority.

Corporate (35 points)

- Project Understanding - Comprehensive understanding of the project objectives, outcomes and vision; major issues and opportunities presented in the Proposal;
- Project Team - description and role of Consultant team members and any sub-Consultants; Experience and Qualifications of team members;
- Corporate Experience and References - provide examples of similar successful projects, project dates, client names and contact information, description of team members role in each project;

Technical (35 points)

- Proposed methodology, work plan and approach, including breakdown of tasks necessary to complete the project;
- Unique to Coquitlam approach – project objectives are original works and based on the data gathered through the project;
- Availability and time schedule;

Financial and Value Added Benefits (30 points)

- Price Schedule - Fee matrix with hourly rates and charges by level of effort (hours) associated to task and total lump sum fee including disbursements (exclude GST);
- Total Lump Sum Fee – the overall cost for the completion of the project;
- Value Added Benefits to the City - Describe your competitive advantage, value added services and benefits that would be provided to the City.

6.2 Evaluation and Selection Process

The evaluation team will review the Proposals and rank them based on the evaluation criteria outlined above. The City reserves the right to consider other criteria that may become evident during the evaluation process to obtain best value. Proposals will be evaluated in comparison to others.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal. The City may at its discretion, interview one or more Proponents or request demonstrations, clarifications or additional information from a Proponent with respect to any Proposal. The City may use that information to score the evaluation.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The evaluation will be confidential and no prices or scores will be released to any of the Proponents.

By submission of a Proposal, Proponents agree the City may disclose the name of the Proponent and value of the awarded Contract.

6.3 Negotiation

The City reserves the right to accept or reject any or all Proposals or, prior to award, to negotiate changes to the Scope of Services, including pricing with one or more Proponents, proposing the “best value” without having any duty to advise any other Proponent or to allow them to vary their Proposal as a result of changes.

The City may enter into a changed or different scope of services with the Proponent proposing “Best value”, without liability to Proponents that are not awarded the Contract.

7 TERMS AND CONDITIONS OF CONTRACT

The City will notify the successful Proponent (the “Consultant”) in writing of its decision to award the project. The City’s [Consulting and Professional Services Agreement](#), incorporating information contained in this RFP, Proposal submitted and will incorporate by reference the Request for Proposals and any additional subsequent information. A City Purchase Order (PO) will be issued.

8 ELIGIBILITY

For eligibility, as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- Professional and Commercial General Liability (CGL) insurance coverage as outlined on the City’s [Certificate of Insurance - Consultant Form](#)
- Accept the City’s standard Terms and Conditions posted on the City’s website: [Standard Terms and Conditions - Consulting and Professional Services \(PDF\)](#)
- May be required to obtain a City of Coquitlam or Tri Cities Inter-municipal Business License: [Business License](#)

These items are not required as part of this RFP Submission but will be required prior to entering into an agreement with the City for Services.

APPENDIX A

Contract No. **XX-XXX**

Project Title Here

Consulting and Professional Services Agreement

Section 0100	Pages 2 – 4
Section 01200	Page 5
Section 01400	Pages 6 - 17

BETWEEN: The City of Coquitlam (the “City”)
3000 Guildford Way
Coquitlam, BC
V3B 7N2

AND: XXXX
XXXXXX Street (the “Consultant”)
Vancouver, BC
V6B 2W9

THIS AGREEMENT WITNESSES that the City agrees to retain the Consultant to furnish certain consulting services, and the Consultant agrees to furnish the consulting services under the terms and conditions as follows:

1.0 “Contract Documents” means the following documents:

1.1

1. the Agreement: Section 01000
2. the Schedule of Services, Fees, Rates and Charges: Section 01200
3. the General Conditions: Section 01400
4. RFP XX-XXX Project
5. Addenda No. 1 and No. 2 – if any
6. Proponent’s Name Proposal Submission dated XX, XX, 2021

1.2 The Contract Documents shall form part of this Agreement as though recited in full.

1.3 In the event of discrepancies, inconsistencies or ambiguities in provisions of the Contract Documents, the provisions of the document that first appears on the list in Clause 1.1 shall take precedence and govern over the provisions of a document subsequently appearing on the list.

2.0 Services To Be Performed And Period Of Service:

2.1 The services to be provided by the Consultant are a “Project Title” as per RFP XX-XXX (“Services”).

2.2 The Consultant shall perform and complete the Services with care, skill, due diligence and efficiency.

2.3 The Term of this Agreement will commence on XXX XX, XXXX and will expire on XXXX XX, XXXX, unless otherwise extended or terminated by the parties.

3.0 Agreement Amount:

3.1 Subject to the terms and conditions of this Agreement and in consideration for the satisfactory performance of the Services, the City shall pay to the Consultant a fee not to exceed “Insert Contract Value: (\$XX,XXX.XX)” excluding GST, including expenses, for the Services to be provided as outlined in Section 01200 Schedule of Fees, Rates and Charges.

3.2 Where progress payments are required the Consultant shall be paid on the basis of monthly progress billings for services performed and invoices approved by the City, all in accordance with Clause 18 of Section 01400.

3.3 The Agreement amount stated in Clause 3.1 does not include any applicable taxes, which are to be shown separately on all invoices submitted by the Consultant.

4.0 Time Of The Essence:

4.1 Time shall be of the essence in the performance of the Services.

5.0 Entire Agreement:

5.1 When duly executed by authorized officers of both parties, this Agreement constitutes the entire Consulting and Professional Services Agreement between the parties with respect to the subject matter hereof.

6.0 Amendment:

6.1 The Contract Documents shall not be amended except as specifically agreed to in writing by both the City and the Consultant.

7.0 Contract Administrator:

7.1 For the purposes of this Agreement, the City designates as its Contract Administrator:

Name
Title
City of Coquitlam
3000 Guildford Way, Coquitlam, BC V3B 7N2
T: 604-927-XXXX E: email@coquitlam.ca

7.2 For the purposes of this Agreement, the Consultant designates as its Contract Administrator:

Proponents Contact
Title
Company name
Address
T: E:

8.0 Inurement:

8.1 This Agreement shall inure to the benefit of and be binding upon the City and the Consultant and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

AGREED:

SIGNED on behalf of the City:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

SIGNED on behalf of the Consultant:

Authorized Signatory

Authorized Signatory

Name & Title

Name & Title

Date

Date

1.0 Scope of Services:

Refer to RFP XX-XXX “Title” issued XX, XX, XXXX

2.0 Deliverables, Tasks, Milestones, Timelines:

Refer to RFP XX-XXX Title issued XX, XX, XXXX and “Proponent’s Name” Proposal dated XX, XX, XXXX

3.0 Consultant Project Team:

Refer to “Proponent’s Name” Proposal dated XX, XX, XXXX.

4.0 Consulting Fee & Rates:

Refer to “Proponent’s Name” Proposal dated XX, XX, XXXX.

1.0 DEFINITIONS:

In this Agreement

- 1.1 “Agreement” means the agreement set out in Section 01000.
- 1.2 “Contract Administrator” has the meaning in Section 01000 Clause 7.0.
- 1.3 “Services” has the meaning set out in Section 01000 Clause 2.1, and
- 1.4 “Subcontractors” means the independent consultants, associates and subcontractors retained by the Consultant to assist in the performance of the Services.

2.0 ASSIGNMENT:

- 2.1 The Consultant shall not assign the Agreement, in whole or in part, or any payments due or to become due under the Agreement, without the express written consent of the City.

3.0 STANDARD OF CARE AND QUALIFICATIONS:

- 3.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by consultants experienced in providing such Services. The Consultant acknowledges that its qualifications and experience were a major factor in the selection of the Consultant for the work set out in this Agreement.
- 3.2 Without limiting any other remedy which the City may have, the Consultant at its sole cost upon written request of the City shall rectify any of the Services which have not been performed in accordance with the care, skill and diligence set out in Clause 3.1 or which have otherwise not been performed in accordance with the terms of this Agreement and in addition the Consultant shall do all such things that may be reasonably required by the City to satisfy the City that the Services have been duly rectified or performed in accordance with the terms of this Agreement.
- 3.3 The Consultant shall be responsible for the degree of care, skill and diligence exercised by any Subcontractors and for selecting Subcontractors having the appropriate qualifications and experience to provide that portion of Services to be provided by such Subcontractors.

4.0 CONFIDENTIALITY:

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

processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.

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

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

4.3 **Freedom of Information and Protection of Privacy Act.** The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the City under this Agreement may be subject to disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause, the "Act").

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

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

5.0 CITY'S RESPONSIBILITIES:

5.1 The City shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as the Contract Administrators agree necessary or appropriate under this Agreement.

6.0 INDEMNITY

6.1 Notwithstanding the provision of insurance coverage by the City, the Consultant hereby agrees to indemnify and save harmless the City and its successor(s), assign(s) and authorized representative(s) (the "Indemnified Parties") and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant or its Sub-

consultant(s), servant(s), agent(s) or employees(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the City, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

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

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

7.0 NO WAIVER:

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

8.0 CONSULTANT STATUS

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

8.2 It is understood and agreed that the Consultant will act as an independent consultant and that it is entitled to no other benefits or payments whatsoever other than those specified in the Agreement and Section 01200 Schedule of Fees, Rates and Charges.

9.0 DOCUMENTATION, PATENT AND COPYRIGHT:

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

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

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

9.4 The City will not sell or transfer those rights without Consultant permission

10. NOTICES:

10.1 Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified in Clause 7 of the Form of Agreement. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11.0 WORKERS' COMPENSATION, INSURANCE AND BUSINESS LICENCE:

11.1 Workers' Compensation Board (WCB) Requirements

11.1.1 The Consultant agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Consultant. The City shall have the right to withhold payment under this Agreement until

the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.

11.1.2 The Consultant shall provide the City with their Workers' Compensation Board registration number and a "Clearance Letter" from WorkSafeBC confirming that they are registered and in good standing with the Workers' Compensation Board and that all assessments have been paid to the date.

11.1.3 The Consultant shall indemnify the City and hold them harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

11.2 Insurance to be provided by the Consultant

11.2.1 The Consultant shall provide, maintain and pay for the following insurance:

(a) Commercial General Liability Insurance

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than **\$2,000,000**. per occurrence, indicating that the City is an additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

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

(b) Automobile Liability Insurance

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

(c) Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than **\$500,000**. per claim and **\$1,000,000**. Aggregate for each loss. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

(d) Consultant Equipment Insurance

“All risks” equipment insurance covering owned and non-owned machinery and equipment used by the Consultant for the performance of the Services to its full replacement value.

11.2.2 Prior to commencing any work the Consultant shall provide to the City certificates of insurance that shall include a provision that such insurance shall not be cancelled or modified without at least 30 days’ written notice to the City.

11.3 City of Coquitlam Business Licence

11.3.1 Where the head office of the Consultant is located within the City of Coquitlam and/or where the Consultant is required to perform any work at a site within the City of Coquitlam, the Consultant shall have a valid City of Coquitlam business license throughout the duration of the Agreement.

12.0 DELAY IN PERFORMANCE:

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

13.0 SEVERABILITY:

13.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall

be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

14.0 CONFLICT OF INTEREST:

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

15.0 GOVERNING LAW:

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

16.0 DISPUTE RESOLUTION:

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

16.2 In the event that the parties agree to arbitration, pursuant to Clause 16.1, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a Court of competent jurisdiction within the Province of British Columbia.

16.3 In the event that the parties agree to arbitration, the arbitration shall take place in Vancouver, British Columbia and be governed by the laws of British Columbia.

16.4 The procedure set out in this Clause 16 is not meant to preclude or discourage informal resolution of disagreements between the City and the Consultant.

17.0 TERMINATION:

Termination for Default

- 17.1 The City may terminate the Agreement if the Consultant at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the City giving written notice thereof.
- 17.2 The City may terminate the Agreement in whole or in part in writing if the Consultant defaults in the fulfilment of any or all of its obligations under this Agreement provided that, except in the case where the City acting reasonably deems it impractical, the Consultant shall be entitled to cure the default within 10 days of receipt of written notice from the City. Failure to cure the default within the 10-day period or as mutually extended by agreement between the City and the Consultant, shall entitle the City to terminate this Agreement immediately.
- 17.3 If the City terminates the Agreement under Clause 17.1 or 17.2, upon receipt of written notice of termination, the Consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.

Termination without Default

- 17.4 Notwithstanding the provision of Clause 17.1 or 17.2, the City shall be entitled at any time during the Agreement to terminate this Agreement upon thirty (30) days written notice to the Consultant. Upon receipt of written notice of termination, the consultant shall discontinue providing the Services in accordance with the notice and within the period of time set out in the notice deliver to the City all drafts, reports, drawings, plans, specifications, computer discs, software and all other information and materials relating to the Services.
- 17.5 Upon termination under Clause 17.4, the City shall pay to the Consultant in accordance with Section 01200 for the Services provided to the date of termination together with the actual and reasonable out-of-pocket expenses directly and necessarily incurred by the Consultant as a result of the termination. The Consultant may not claim loss of profit on the balance of the Services not fulfilled because of the termination.

18.0 PAYMENT:

- 18.1 Consultant is required to forward to the City's Project Manager a draft copy of the invoice for review five (5) business days **prior to** formal submission to the City.
- 18.2 The Consultant shall submit invoices to the City sent by email to: apinvoices@coquitlam.ca for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period. GST is to be shown as a separate item.
- 18.3 All Fee (Lump Sum) invoices are to be accompanied by a cost status breakdown showing information regarding percentage complete and percentage invoiced, all with associated costs. Invoices not containing the summary cost status will not be processed until the information is provided.
- 18.4 The invoice submitted for each billing period shall be clearly itemized to show the PO number, amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Consultant shall also provide to the City upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the City shall request.
- 18.5 Payments will be made in portions of the fixed lump sum amounts quoted based upon satisfactory completion of a portion of each of the project deliverables as determined by the Project Manager outlined above and in accordance with the fee schedule.
- 18.6 Except for the amounts which the City in good faith is disputing and except for any set off which the City may claim and except for invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence under Clause 18.2, the City shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 18.7 The Consultant shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The City or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.
- 18.8 The Consultant will not be able to claim any additional cost as a result any delays caused by the consultants. The consultant shall be entitled to extra fees as result of changes to the scope by the owner or an extension to the schedule caused by owner or contractor.
- 18.9 Payments made to the Consultant shall not be construed as an unconditional acceptance of the work accomplished up to the time of payment.

19.0 SUBCONTRACTORS:

- 19.1 The Consultant may retain Subcontractors to assist in the performance of the Services provided that, where appropriate, the terms of this Agreement shall apply to the Subcontractors and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the Subcontractors. The City may request a copy of Terms and Conditions entered into by the Consultant with any subcontractor and the Consultant shall comply. The Consultant shall only employ Subcontractors having the appropriate standards, qualifications and experience in their respective areas of expertise.
- 19.2 Disbursements for which the Consultant shall not be reimbursed and shall be included as the design fee total for professional services include:
- .1 Drafting (AutoCAD, manual, supplies);
 - .2 Clerical support
 - .3 Computer Use;
 - .4 Courier and freight charges
 - .5 Telecommunications
 - .6 Travel (mileage, transportation, parking, vehicle, taxi, accommodation, meals);
 - .7 Copying and Reprographics (Consultant's in-house drawings reproduction, review drawings and specifications, reports for sub-consultants' review);

20.0 EXTRA WORK:

- 20.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.

21.0 WORK AND SERVICES OMITTED:

- 21.1 Extra Work means the furnishing of services not directly or by implication called for in the Agreement. If the City requires extra work it may do so by itself or by the employment of others or it may direct the Consultant to do the extra work by issuance of a written direction. The Consultant shall perform any extra work at the rates provided for in Section 01200.
- 21.2 The Consultant must receive written approval from the City prior to commencing any additional works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Consultant fees exceed the original proposed purchase order amount. In this situation the Consultant will be requested to submit scope of work change alternatives to meet the budget.
- 21.3 A separate schedule of values is required as supporting documentation to the invoice for all additional services.
- 21.4 Any invoice encompassing extra work or additional work not previously approved in writing will not be accepted by the City.

22.0 WORK AND SERVICES OMITTED:

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

23.0 WITHHOLDING OF PAYMENTS

23.1 The City may withhold payment to the Consultant as necessary to protect the City relating to unsatisfactory performance or quality of work;

23.2 No interest shall accrue on payments withheld by the City. Interest payments will only be considered where it is agreed that the City erred in its information causing the withholding of payment.

23.3 The withholding of any payment shall not affect the Consultant's obligation to continue performance of work.

24.0 THIRD PARTY RIGHTS:

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

25.0 LIMITATION OF LIABILITY:

25.1 In no event will the City be liable to the Consultant for any incidental, indirect, special or consequential damages arising out of, or in connection with this Contract.

26.0 CHANGES TO SCOPE OF SERVICES:

26.1 The City may at any time vary the scope of work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit or limits in Clause 3.0 (Agreement Amount) of Section 01000 (FORM OF AGREEMENT) as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work, the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

27.0 NON-RESIDENT WITHHOLDING TAX:

27.1 If the Consultant is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* of Canada as amended, then, and the Consultant hereby so agrees, the City may deduct from all monies payable under this Agreement and remit to the Receiver-General of Canada, the

Government of Canada or Canada Revenue Agency, Taxation sums not greater than the greater of:

27.1.1 Fifteen percent (15%) of all monies payable under this Agreement; and

27.1.2 sums required to be withheld and remitted by the *Income Tax Act* of Canada as amended.

27.2 The City will receive full credit under this Agreement for monies withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City on sums withheld, not remitted as aforesaid, and later paid directly to the Contractor.

27.3 Exemption from this withholding tax is available in some circumstances, but the Consultant must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days prior to commencing services for a “Certificate of Exemption”.

28.0 ADVERTISEMENT:

28.1 The Consultant will not advertise its relationship with the City without prior written authorization from the City.



PROPOSAL SUBMISSION FORM
RFP No. 22-067

Interdepartmental Bylaw Enforcement Review

Proposals will be received on or before 2:00 pm local time on:

Wednesday, June 29, 2022
(Closing Date and Time)

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, the City’s file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the “Subject Field” enter: RFP Number and Name

2. Add files in .pdf format and “Send”

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

Legal Name of Proponent	
Contact Person and Title	
Business Address	
Telephone	
Email Address	

1. Project Understanding

Provide a detailed narrative as to the Proponent’s understanding of the project objectives, outcomes and vision:

2. Capacity and Capabilities

Provide a narrative on the capabilities with respect to the subject matter and capacity to take on this project, and ability to deliver with respect to the timelines for the Services requested:

3. Key Personnel

Provide information on the project team including that would be utilized on the project.

Key Personnel	Tasks	Relevant Experience	Qualifications

4. Sub –Consultants

Provide information on the sub-Consultants that would be utilized on the project.

Sub-Consultant	Tasks	Relevant Experience	Qualifications

5. Approach

Provide details as to the how your organization would approach this project considering the request that project works are originals and based on the data gathered through this project:

6. Methodology

Provide details including methodology and work plan as to how you provide the Services. Include a breakdown of tasks necessary to complete the project. Identify any challenges you anticipate in this project and how you propose to mitigate them.

7. Fee Schedule and Price of Services – Lump Sum Price

Provide a detailed fee schedule noted above. The fee schedule shall show the maximum upset limits that the ‘Consulting Team’ will not exceed unless the City Project Manager requests additional services which are beyond the Scope of Work as outlined in this RFP.

A completed Schedule of Effort and Fees showing an appropriate level of hours/effort for each of the project components, broken down by Consultant team member assigned to each component. Format to match the **Schedule of Effort and Fees** in the table below.

Include any additional “Optional Services” or costs not accounted for in the fee schedule as part of the Proposal Submission.

The successful Proponent will not be able to claim any additional cost as a result of changes to the schedule or order of works or for project delays. This condition shall be in effect for the duration of the project.

a) Objective No. 1- Consultation and Engagement					
Item No.	Component	Indicate assigned staff, Number of hours, and rate/hour			Total price (lump sum) (exclude GST)
TOTAL LUMP SUM PRICE (exclude GST)					\$

b) Objective No. 2 – Municipal Scan and Analysis					
Item No.	Component	Indicate assigned staff, Number of hours, and rate/hour			Total price (lump sum) (exclude GST)

TOTAL LUMP SUM PRICE					\$
(exclude GST)					
c) Objective No. 3 – Report – Options and Recommendation					
Item No.	Component	Indicate assigned staff, Number of hours, and rate/hour			Total price (lump sum) (exclude GST)
TOTAL LUMP SUM PRICE					\$
(exclude GST)					

8. Proposed Work Schedule and Milestone Dates

The City has included a proposed work schedule along with milestone dates within this RFP. The work schedule will be an important part of the evaluation process. Proponent is to state if they are able to meet these dates or provide an alternate schedule for consideration:

The Proponent is able to meet Proposed Work Schedule YES NO

If NO, please provide explanation and alternate schedule for consideration.

9. Recent Experience and References

Contacts referenced should identify recent projects similar in size, scope and complexity. By submitting a Proposal, Proponents authorize the City to verify information provided and success on these projects.

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	

Telephone and Email	
Contract Value	
Proponent Team Members Involved on this Project	
Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	
Proponent Team Members Involved on this Project	

10. Value Added

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

11. Conflict of Interest Declaration

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

12. Non-Compliance

Fully describe any departures from the City's [Appendix A – Consulting and Professional Services Agreement](#) that your company is unable to comply with:

Attention Purchasing Manager:

- 13. I/We**, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City’s website www.coquitlam.ca/Bid-Opportunities (or having received directly), and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Proposal in response to the RFP.
- 14. I/We** agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our Proposal be selected, agree to the [Standard Terms and Conditions - Purchase of Goods and Services](#) and will accept the City’s Contract as defined within this RFP document.
- 15. I/We** acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

Addendum No.	Date Issued

This Proposal is submitted this ____ day of _____, 20____.

I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

Name of Proponent	
Signature(s) of Authorized Signatory(ies)	1.
	2.
Print Name(s) and Position(s) of Authorized Signatory(ies)	1.
	2.