

City of Coquitlam

Request for Proposals

RFP No. 22-096

# Hazards, Risk and Vulnerability Assessment

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### [Appendix A – Consulting and Professional Services Agreement](#)

### [PROPOSAL SUBMISSION FORM](#)

### SUMMARY OF KEY INFORMATION

<b>RFP Reference</b>	<p align="center"><b>RFP No. 22-096</b></p> <p align="center"><b>Hazards, Risk and Vulnerability Assessment</b></p>
<b>Overview of the Opportunity</b>	<p>The City is seeking Proposals from professional, qualified and experienced firms with proven expertise in emergency management, research, community consultation, data collection, data analysis, and information presentation to deliver a <b>Hazards, Risk and Vulnerability Assessment</b> ("HRVA") for the City of Coquitlam.</p>
<b>Closing Date and Time</b>	<p align="center"><b>2:00 pm local time</b></p> <p align="center"><b>Monday, November 28, 2022</b></p>
<b>Instructions for Proposal Submission</b>	<p>Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at <a href="http://qfile.coquitlam.ca/bid">qfile.coquitlam.ca/bid</a></p> <ol style="list-style-type: none"> <li><b>In the "Subject Field" enter:</b> RFP Number and Name</li> <li><b>Add files in .pdf format and Send</b> (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.)</li> </ol> <p>Phone 604-927-3060 should assistance be required.</p> <p>The City reserves the right to accept Proposals received after the Closing Date and Time.</p>
<b>Obtaining RFP Documents</b>	<p>RFP Documents are available for download from the City of Coquitlam's website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a></p> <p>Printing of RFP documents is the sole responsibility of the Proponents.</p>
<b>Instructions to Proponents</b>	<p>The guidelines for participation that will apply to this RFP are posted on the City's website: <a href="#">Instructions to Proponents</a></p>
<b>Questions</b>	<p>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: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a></p>
<b>Addenda</b>	<p>Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: <a href="https://www.coquitlam.ca/Bid-Opportunities">https://www.coquitlam.ca/Bid-Opportunities</a></p>
<b>Withdrawal of Submission</b>	<p>Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <a href="mailto:bid@coquitlam.ca">bid@coquitlam.ca</a> prior to the Closing Date and Time.</p>
<b>Terms and Conditions of Contract</b>	<p>The City's <a href="#">Consulting and Professional Services Agreement</a> will apply to any Contract awarded resulting from this RFP.</p>

## DEFINITIONS

**“Agreement” “Contract”** means City Consulting and Professional Services Agreement (refer to [Appendix A – Consulting and Professional Services Agreement](#)) incorporating the information contained in this RFP, the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

**“City” “Owner”** 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.

**“HRVA”** means Hazards, Risk and Vulnerability Assessment

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

**“Project Manager”** means the City staff member appointed to coordinate the work;

**“Proponent”** means responder to this Request for Proposals;

**“Proposal”** means the submission by the Proponent;

**“Request for Proposals” “RFP”** shall mean and include the complete set of documents, specifications 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, and expectations as further described in this RFP. This will also mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

**“Shall” “Must” “Will” “Mandatory”** means a requirement that must be met;

**“Supply” “Provide”** shall mean supply and pay for and provide and pay for.

## 1 INSTRUCTIONS TO PROPONENTS

### 1.1 Request for Proposals

The City is seeking Proposals from professional, qualified and experienced firms with proven expertise in emergency management, research, community consultation, data collection, data analysis, and information presentation to deliver a Hazard, Risk and Vulnerability Assessment (HRVA) for the City of Coquitlam. An HRVA assesses:

1. Hazard - a source of potential harm, or a situation with a potential for causing harm, in terms of human injury; damage to health, property, the environment, and other things of value; or some combination of these.
2. Risk – a concept that takes into consideration the likelihood that a hazard will occur and the severity of possible impacts to human health, property, the environment, and other things of value.
3. Vulnerabilities/Resiliencies - the conditions determined by physical, social, economic and environmental factors or processes that increase or decrease the susceptibility of an individual, a community, assets or systems to the impacts of hazards
4. Impacts - The physical/environmental, social, economic and political consequences or adverse effects that may occur as the result of a hazardous event.

### 1.2 Project Description

The City is revising its current HRVA. As the foundation for Coquitlam's disaster risk reduction strategy, the new HRVA will be structured in alignment with the UN Sendai Framework for Disaster Risk Reduction and the four phases of emergency management – *mitigation, preparedness, response, and recovery*.

The HRVA will be the master planning tool to inform the City's risk based approach to emergency response activity planning and priority setting. As well it will identify critical City tools and resources to support personal preparedness and community resiliency.

The HRVA will include an assessment of all hazards (57) identified in Emergency Management BC's "Hazard, Risk And Vulnerability Analysis (HRVA) For Local Authorities And First Nations Hazard Reference Guide For The HRVA Tool" available at: [https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/emergency-preparedness-response-recovery/local-government/hrva/guides/hrva\\_hazard\\_reference\\_guide.pdf](https://www2.gov.bc.ca/assets/gov/public-safety-and-emergency-services/emergency-preparedness-response-recovery/local-government/hrva/guides/hrva_hazard_reference_guide.pdf)

The scope of this Hazard Risk and Vulnerability Assessment is not expected to be granular. The project is intended to update and consolidate existing hazard, risk, and vulnerability, assessment information including assessment of those hazards not included in the current HRVA.

### 1.3 Community Context

The City of Coquitlam is the largest municipality in the Tri-Cities with approximately 150,000 residents, and serving a much larger catchment area north of the Fraser River in Metro Vancouver. The Tri-Cities (Coquitlam, Port Coquitlam and Port Moody) cover approximately 208 square kilometers and contain a population of about 260,000 people. The Tri-Cities are situated east of Burnaby, 10km to the east of Vancouver, stretching all the way to the Fraser and Pitt Rivers to the east. The area is experiencing tremendous change, not only in population growth but also in demographics, culture, and

neighbourhood redevelopment. Coquitlam is designated as a Regional City Centre within the Metro Vancouver Regional Growth Strategy, which places it as the key urban centre north of Fraser River from growth and economic development perspective.

In 2018 BC adopted the Sendai Framework for Disaster Risk Reduction, and since that time, numerous local and global events have shifted Coquitlam's understanding of, and approach to, managing emergencies. The City of Coquitlam's existing HRVA requires updating to better reflect a whole-of-society approach, as well as to incorporate lessons learned from the COVID-19 global pandemic, support provided during BC's 2018 and 2021 flood and wildfire seasons, and the City's most recent experiences with climate-related emergencies such as the 2021 heat dome. Replacing and updating the City's HRVA also provides the City with an opportunity to ensure its HRVA adequately reflects emerging global risks such as cyber-attacks and civil unrest, as well as changing local risks associated with major critical infrastructure works such as the Fortis and Trans Mountain pipelines.

The City's Risk and Emergency Management division is a small team responsible for risk governance, disaster mitigation and prevention, and emergency preparedness and response. Recent work by the Risk and Emergency Management division has identified several key areas for the City's advancement of emergency management: regional leadership, internal risk planning, and whole of society approach. It is essential that all updates to the City's HRVA pursue these priority areas.

It is also important that Coquitlam's HRVA incorporates work done through other recent or current City Business Plan priority initiatives, to ensure the City's disaster risk reduction and mitigation efforts are coordinated and to support a common understanding of activities and accountabilities.

These include, but are not limited to:

- i. Climate Adaptation Strategic Plan
- ii. Environmental Sustainability Plan
- iii. Water Conservation Strategy
- iv. Community Wildfire Resiliency Plan Update
- v. Southwest Fire Protection Strategy
- vi. Crisis Communications Plan

#### 1.4 Project Budget

The project budget has a budget range of **\$125,000.00 - \$175,000.00** for the successful completion of the Services, including Disbursements, exclusive of GST.

#### 1.5 Legislative Requirement

Under the Local Authority Emergency Management Regulation, local governments are mandated to conduct an HRVA. It is important to note BC's *Emergency Program Act* is currently undergoing modernization and is expected to be introduced in spring 2023. Due to the complexity of the HRVA process, initiating development prior to the new legislation coming into effect allows the City to more effectively manage project timelines and budget. In anticipation of this upcoming change, the City also intends to report out on key aspects of its finalized HRVA using the Province of BC's online HRVA tool.

#### 1.6 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.

#### 1.7 Consultant Prerequisites

The Consultant team to have demonstrated skills, knowledge and expertise in the following fields to complete this assignment:

- a) Demonstrated knowledge of Provincial emergency management frameworks, including a clear understanding of Provincial agency mandates.
- b) Expertise in emergency management for communities, including proven knowledge of local government roles and responsibilities.
- c) Previous experience completing HRVA projects of similar size and scope.

#### 1.8 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.

#### 1.9 Intellectual Property Rights

The Contract establishes the City as the owner of the “Instruments of Service” in connection with this Project specifically the immediate plans, data sets, models, graphics, spreadsheets, etc. and other materials requested and provided as defined as deliverables under this RFP.

#### 1.10 Eligibility

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

- a) Enter into the [City's Consulting and Professional Services Agreement](#)
- b) Professional and Commercial General Liability (CGL) insurance coverage as outlined on the City's [Certificate of Insurance - Consultant Form](#).
- c) May be required to obtain a City of Coquitlam or Tri Cities Inter-municipal [Business Licence](#).

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.

#### 1.11 Requested Departures

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them. The City may not consider any departures not stated in the Proponent's Proposal Submission

#### 1.12 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.

Evaluation Criteria of each proposal will be determined in accordance with the following:

Proposal Evaluation Summary	Maximum Points to be Awarded
<a href="#">Corporate Experience, Reputation, Capacity and Resources</a>	20
<a href="#">Technical</a>	50
<a href="#">Financial and Value Added</a>	30
Total	100

The criteria for evaluation of the Proposals may include, but is not limited to:

**Corporate**

- 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**

- Proposed approach and methodology;
- Availability and time schedule;
- Work plan, including breakdown of tasks necessary to complete the project;
- The number and types of hazards that will be identified and analyzed;
- Data gathering and analysis approach
- Engagement approach
- Risk assessment approach
- Previous experience delivering HRVAs in alignment with the Sendai framework, the four phases of emergency management, and industry best practices.

**Financial and Value Added Benefits**

- 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);
- Benefits to the City and Value Added - Describe your competitive advantage and benefits that would be provided to the City;
- Sustainable Benefits.

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

## **2 GENERAL CONDITIONS OF CONTRACT**

### **2.1 Terms and Conditions of Contract**

The City's [Consulting and Professional Services Agreement](#), the information contained in this RFP, the Conditions listed below, the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

### **3 SCOPE OF SERVICES**

#### **3.1 Scope**

The successful Proponent (the “Consultant”) will develop the City’s Hazards, Risk and Vulnerability Assessment for the entire municipality.

The consultant should follow a similar process to the suggested steps in the Emergency Management British Columbia (EMBC) HRVA process and include requirements described in the [National Disaster Mitigation Program Risk Assessment Information Template](#).

The Services shall include, but will not be limited to:

- a) Identifying existing and new hazards, community risks, vulnerabilities to those risks and resilience capabilities.
- b) Preparing a risk-based evaluation of hazard likelihood, consequence, and impact.
- c) Providing an Inventory of critical infrastructure, operational vulnerabilities, emergency plans, and existing documentation.
- d) Engaging stakeholders to identify internal and external vulnerabilities.
- e) Preparing an analysis of physical, economic, and social impacts of events on the local community and local government constraints.

#### **3.2 Engagement**

The identification of vulnerabilities and the impact of events identified within the HRVA will require engagement input from sources internal and external to the City.

##### **Internal Sources:**

The Consultant will gather input regarding the internal vulnerabilities, social impact of events in alignment with a whole-of-society approach, and mitigation measures currently in place at the City from an internal staff Project Advisory Group, led by the Risk and Emergency Management team.

Members of the Project Advisory Group will include:

- a) Information Communications Technology
- b) Engineering and Public Works
- c) Fire and Rescue
- d) Parks, Recreation, Culture and Facilities
- e) Planning and Development
- f) Corporate Communications and Civic Engagement

##### **External Sources:**

The Consultant will gather input regarding external vulnerabilities, social impact of events, existing mitigation measures, and community resiliency in alignment with a whole-of-society approach. This will require stakeholder consultation with neighboring local governments and First Nations communities, community associations, municipal advisory committees, and community groups. These groups include:

- a) The City of Port Coquitlam
- b) The City of Port Moody
- c) kwikwəḷəm First Nation
- d) Community Safety Advisory Committee
- e) Coquitlam Amateur Radio Emergency Services Society
- f) Coquitlam Search and Rescue

- g) Various community associations recognized by the City

The Proponent is requested to provide details on their methodology and strategies to ensure successful engagement and input.

### 3.3 Deliverables

- a) A Project Plan detailing how and when the deliverables below will be completed.
- b) A completed hazard list for the municipality.
- c) A Community Vulnerability and Resiliency Index (including a description of existing risk reduction measures, critical assets/infrastructure, social and economic vulnerabilities, physical and environmental vulnerabilities, and underlying risk drivers for the municipality).
- d) Assessed/confirmed likelihood and consequence ratings for the municipality using workshops, interviews to gather traditional knowledge, historical data, existing hazard-specific reports/reviews.
- e) A completed Risk Matrix with Hazard Priority Ranking and Risk Heat Map for the municipality.
- f) A Risk Reduction Strategy Report including existing risk reduction measures already in place and new risk reduction measures for the municipality.
- g) Presentation of the draft HRVA to the Project Advisory Group or the City's Executive Team.
- h) A Final HRVA report.

### 3.4 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 Office Suite and PDF's. Digital file transfer is to be electronic through the City's file transfer portal and email to City staff.

### 3.5 Project Organization and Management

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

The City will appoint a Project Manager for the Hazards, Risk and Vulnerability Assessment. 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 or consultants, 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.

### 3.6 Project Schedule

- 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.

- The Consultant must meet the completion date for the project. Final Report due **June 26, 2023**.

<b>PROPOSED WORK SCHEDULE AND MILESTONE DATES – HRVA BUSINESS PLAN PRIORITY</b>		
<b><u>ITEM NO.</u></b>	<b><u>KEY MILESTONES</u></b>	<b><u>TARGET DATES*</u></b>
I.	Project Kick Off Meeting/Initiate Identification and Analysis of Hazards, Risks, and Vulnerabilities & Inventory Documentation	January 1 , 2023
II.	Identification and Analysis & Inventory Progress Review	February 1, 2023
III.	Initiate Stakeholder Engagement	February 27, 2023
IV.	Draft HRVA with Recommendations Completed	May 15, 2023
V.	Presentation to the Project Advisory Group or E-Team	June 5, 2022
VI.	HRVA Final Report and digital files submitted	June 26, 2023

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

### 3.7 Reference Materials

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

Information that will be made available to the Consultant includes:

- Annual Report
- Business Plan
- Existing hazards, risk, and vulnerability analysis
- Critical infrastructure assessments
- COVID-19 and 2021 Heat Event After Action Reports
- Inventory of emergency management bylaws, policies, and plans

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

### 3.8 Fee Schedule for Services

- Proponents to submit with their Proposal, a **Fee Schedule for Services**, 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 request 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.

# **APPENDIX A**

## **CONSULTING AND PROFESSIONAL SERVICES AGREEMENT**

**Contract No. XX-XXX**

**Project Title Here**

# **Consulting and Professional Services Agreement**

<b>Section 01000</b>	<b>Pages 3 – 5</b>
<b>Section 01200</b>	<b>Page 6</b>
<b>Section 01400</b>	<b>Pages 7 - 15</b>

**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

- a. the Agreement: Section 01000
- b. the Schedule of Services, Fees, Rates and Charges: Section 01200
- c. the General Conditions: Section 01400
- d. RFP XX-XXX Project
- e. Addenda No. 1 and No. 2 – if any
- f. 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](mailto:email@coquitlam.ca)**

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

**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:
  - (e) 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

- (f) 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](mailto: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. 22-096

### Hazards, Risk and Vulnerability Assessment

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

**Monday, November 28, 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](https://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 604-927-3060.

<b>Legal Name of Proponent</b>	
<b>Contact Person and Title</b>	
<b>Business Address</b>	
<b>Telephone</b>	
<b>Email Address</b>	

1

## DEPARTURES AND AWARD

**a) CONTRACT** - I/We have reviewed Appendix A - the City's [Consulting and Professional Services Agreement](#) and would be prepared to enter into in an agreement that incorporates the City's Stand Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

**b) SERVICES** - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requirements – Requested Departure(s) / Alternate(s) / Addition(s)

**c) AWARD** - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.

ii. <b>Insurance</b> – Provide Insurance coverage as per the <a href="#">Certificate of Insurance - Consultant Form</a>	
iii. <b>Vendor Info</b> - Complete and return the City's <a href="#">Vendor Profile and Electronic Funds Transfer Application (PDF)</a>	
iv. <b>Business License</b> - A City of Coquitlam or Tri Cities Intermunicipal <a href="#">Business License</a>	

**As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any):**

--

**d) 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.

--

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## CORPORATE

<b>a) CAPABILITIES, CAPACITY AND RESOURCES</b> - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary):	
i.	Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.):
ii.	Provide a detailed narrative as to the Proponent's understanding of the project objectives, outcomes and vision:
iii.	Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP :
iv.	Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing:

<b>b) REFERENCES</b> – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary):	
<b>Reference No. 1</b>	
<b>Description of Contract</b>	
<b>Size and Scope</b>	
<b>Work Performed</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Value</b>	
<b>Project completed on budget</b>	
<b>Project completed on schedule</b>	

<b>Reference Information</b>	Company
	Name:
	Phone Number:
	Email Address:

<b>Reference No. 2</b>	
<b>Description of Contract</b>	
<b>Size and Scope</b>	
<b>Work Performed</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Value</b>	
<b>Project completed on budget</b>	
<b>Project completed on schedule</b>	
<b>Reference Information</b>	Company
	Name:
	Phone Number:
	Email Address:

<b>Reference No. 3</b>	
<b>Description of Contract</b>	
<b>Size and Scope</b>	
<b>Work Performed</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Contract Value</b>	
<b>Project completed on budget</b>	
<b>Project completed on schedule</b>	
<b>Reference Information</b>	Company
	Name:
	Phone Number:
	Email Address:

**c) KEY PERSONNEL** – Proponent proposes the following key personnel for the Services stated in the RFP. No changes, additions or deletions are to be made to these Key Personnel without the City’s written approval.

LINE ITEM	NAME	TASKS	RELEVANT EXPERIENCE	QUALIFICATIONS
i.				
ii.				
iii.				
iv.				
v.				
(use the spaces provided and/or attach additional pages, if necessary)				

**d) SUB-CONSULTANTS** - The following Sub-consultantss will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subconsultants without the City’s written approval:

Sub-Consultant No. 1	
Legal Name	
Tasks	
Qualifications	
Relevant Experience	
Contact Information	Name:
	Phone Number:
	Email Address:

Sub-Consultant No. 2	
Legal Name	
Tasks	
Qualifications	
Relevant Experience	
Contact Information	Name:
	Phone Number:
	Email Address:

3

## TECHNICAL

**a) Approach And Methodology**

Provide details as to how your organization would approach this project and engage with the City including methodology, work plan and approach. 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.

**b) Availability - 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:

**c) Work plan to complete the project**

Include a breakdown of tasks necessary to complete the project.

**d) Understanding of Relevant Hazards and Risks**

Describe your understanding of the hazards and risks that relevant to municipal governments and how that will influence your the creation of the Hazards, Risks, and Vulnerabilities Report. Include the number and types of hazards that will be identified and analyzed and your approach to identifying and analyzing these risks.

**e) Data gathering and analysis approach**

Describe the data gathering and analysis approach you will use to complete this work.

**f) Engagement approach**

How will you undertake the engagement with the internal and external stakeholders described in section 3.2 *Engagement*

**g) Previous experience applying foundational concepts to a Hazards, Risks, and Vulnerabilities Assessments**

Describe your experience with the Sendai framework, the four phases of emergency management and other best practices and how you have incorporated them into a Hazards, Risks, and Vulnerabilities Assessments.

4

## FINANCIAL AND VALUE ADDED

### a) SCHEDULE OF FEES FOR SERVICES

Proponent is to complete the Schedule of 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 Fees for Services* in the table below and to include 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\*\***

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.

ITEM NO.	COMPONENT	Indicate Assigned Staff, Number of Hours, and Rate/Hour			TOTAL PRICE (LUMP SUM)
I.	State:			\$	\$
II.	State:			\$	\$
III.	State:			\$	\$
IV.	State:			\$	\$
V.	State:			\$	\$
VI.	State:			\$	\$
VII.	State:			\$	\$
VIII.	State:			\$	\$
TOTAL LUMP SUM PRICE (exclude GST)					\$

### b) BENEFITS TO THE CITY AND VALUE ADD

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

**c) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY**

- i. Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City

- ii. What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:

- iii. What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

**Attention Purchasing Manager:**

- 5 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](http://www.coquitlam.ca/Bid-Opportunities), 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.
- 6 I/We agree to the rules of participation** outlined in the Instructions to Proponents and should our Proposal be selected, agree to the [City's Consulting and Professional Services Agreement](#) and will accept the City's Contract as defined within this RFP document.
- 7 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.**

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