



Corporation of the City of
NEW WESTMINSTER

REQUEST FOR PROPOSAL

NWRFP-17-10

Project Management Services - Quayside to Queensborough Pilot Ferry Service

Optional Information Meeting

2:00 pm, Local Time

Tuesday, November 7, 2017

New Westminster City Hall, 511 Royal Avenue, New Westminster, BC

Closing Time:

Thursday, November 23, 2017

3:00 PM, Local Time, Vancouver BC

Closing Location:

Main Information Desk – City of New Westminster
511 Royal Avenue,
New Westminster, BC, V3L 1H9

Further requests for information :

Purchasing: Heather Rossi

Intermediate Buyer

Email: nwpurchasing@newwestcity.ca

| | | |
|--|--|-------|
| COMPANY NAME | | |
| Street Address: | | |
| City Province Postal Code | | |
| Contact Name: | | |
| Telephone number: | | Fax: |
| Email | | Date: |
| <u>Signature:</u> by officer with express authority to bind the Proponent to the statements made in the Proposal | | |

By my signature above, it shall be understood that I have read, understood and accept the conditions outlined in the Request for Proposal, each and all of which form a part of this proposal, hereby offer to supply the Services in strict accordance with the conditions hereto attached and as outlined in this Proposal.

CORPORATION OF THE CITY OF NEW WESTMINSTER

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CORPORATION OF THE CITY OF NEW WESTMINSTER**1.0 DEFINITIONS**

- 1.1** **“Agreement” “Contract” “Services Agreement”** means a contract that may be issued to formalize with the successful Proponent through a negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the City.
- 1.2** **“City” “Owner”** means City of New Westminster.
- 1.3** **“Consultant” “Contractor” “Project Manager”** means the person(s), firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” “Contractor” “Project Manager” and “Proponent” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposal stage, through evaluation process, execution, and performance of the Project Management Services.
- 1.4** **“Mandatory” “Must” “Shall” “Will”** mean a requirement that must be met.
- 1.5** **“Product”** means, unless the context requires otherwise, any and all articles, goods, materials, supplies, commodities, machinery, equipment and fixtures to be supplied by the Contractor that comprise a portion of the Services, but specifically excluding facilities, equipment and materials used or constructed to carry out the Services that are not incorporated permanently into the Services.
- 1.6** **“Project”** means the scope of Services identified within the RFP documents.
- 1.7** **“Project Manager” “PM”** means the individual identified in the Proposal to undertake the lead as the Proponent’s individual responsible for the delivery of service to this project.
- 1.8** **“Proponent”** means responder to this Request for Proposal.
- 1.9** **“Proposal”** means the submission by the Proponent.
- 1.10** **“Provide” “Supply”** shall mean provide and pay for, and supply and pay for.
- 1.11** **“Request for Proposal” “RFP”** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposal.
- 1.12** **“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

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2.0 INTRODUCTION

The City is seeking to implement a pilot passenger Ferry Service between the New Westminster Quay and Queensborough neighbourhoods in New Westminster. In order to establish this operation, the City is seeking proposals from individuals / firms qualified and experienced in providing project management services to lead the project from its present conceptual stage through facility design and construction to Ferry Service provider selection, administration, supervision, marketing and communications, monitoring and program evaluation and reporting.

3.0 PROPOSAL INSTRUCTIONS

One (1) electronic and two (2) hard copies (one to be unbound) of the Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

NWRFP-17-10
Project Management Services - Quayside to Queensborough Pilot Ferry Service
Attention: Purchasing Manager

The City will receive Proposals at the location and time indicated on the title page of this Request for Proposal.

It is the Proponent's responsibility to ensure that the City receives its Proposal prior to the stated closing time. The City may nevertheless choose to consider late proposals. The City does not accept facsimile, electronic mail, or other unsealed submissions.

Requests for clarification or further information must be made in writing only to the individual identified on the first page of this RFP. The City will respond to enquiries that it, in its sole discretion, considers relevant to this RFP. The City intends to respond only to those relevant written enquiries received at least ninety-six (96) hours prior to the closing time. The City will record enquiries and post written responses on its website at <https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/request-for-bids-and-proposals-open>

4.0 OPTIONAL INFORMATION MEETING

The City has arranged An Optional Information Meeting for all Proponents on **Tuesday, November 7, 2017 at 2:00 pm at New Westminster City Hall, 511 Royal Avenue, New Westminster, BC.**

City staff will deliver a short presentation, followed by a question and answer session. Proponents are encouraged to submit their questions prior to 10:00 am on Monday, November 6, 2017 to nwpurchasing@newwestcity.ca

5.0 GENERAL CONDITIONS

5.1 **NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL**

This is a Request for Proposal, and not a call for tenders or request for binding offers. The City does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever will arise between the City and any Proponent who submits a Proposal in response to this RFP until and unless the City and a Proponent enter into a formal, written contract for the Proponent to undertake this project. Attached for reference is the City's Draft Services Agreement (Appendix B).

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5.2 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City, and will not be returned. Proponents should also be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) (“Act”). A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and are supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City’s disclosure responsibilities under the Act.

5.3 CONFIDENTIALITY OF CITY INFORMATION

This RFP and all information provided by the City to a Proponent is provided on a confidential basis, and Proponents will not disclose any such information to any person (other than the Proponent’s legal advisers) without the City’s prior written consent, nor may any Proponent publicize or advertise its involvement with this RFP process or the City in connection therewith without the prior written consent of the City.

5.4 PROPONENT’S EXPENSES

For clarity, Proponents will be solely responsible for their own expenses incurred in preparing a Proposal or in any subsequent negotiations with the City.

5.5 CONTACTING CITY REPRESENTATIVES

Proponents shall not contact City elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

5.6 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the Owner shall be grounds for immediate termination of any agreement or contract with the Owner, in the Owner’s sole discretion, without further liability of notice.

5.7 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Commercial General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;

5.8 PERMITS AND LICENSES

The successful Proponent may be required to obtain a City of New Westminster or MetroWest Inter-Municipal Business license prior to commencement of work.

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6.0 LIVING WAGE EMPLOYER

Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a [Living Wage Policy](#) that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2017 for the Lower Mainland is \$20.62, assuming no benefits are provided by the employer.

In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy (attached as Appendix A). Completion and submission of the Declaration is required prior to Contract award.

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City’s [Living Wage Page](#) for further information.

7.0 BACKGROUND

- 7.1** Mayor and Council have previously identified a pedestrian connection between the Quay and Queensborough as a priority initiative. A connection for people to walk or cycle between Queensborough and the Quay would promote a number of objectives in New Westminster’s Official Community Plan, Master Transportation Plan, and Envision 2032, the City’s sustainability framework. These include the social objectives of promoting healthy transportation modes, connecting neighbourhoods and increasing access to amenities and services within the City; economic development objectives of supporting commercial development and tourism; and environmental and transportation objectives of promoting low impact alternatives to motor vehicles.
- 7.2** A connection would provide access between the growing medium density residential community in Queensborough to a number of destinations in the Downtown and at the New Westminster Quay, including Westminster Pier Park, the Anvil Centre, SkyTrain, Columbia Street, Front Street Mews, the River Market, Inn at the Quay and Fraser River Discovery Centre.
- 7.3** While the City is exploring the creation of a permanent connection, a Pilot Ferry Service will be implemented to provide an interim connection and to understand better the potential demand for a future connection.
- 7.4** A demonstration Ferry Service was implemented in August and September of 2017 to test the concept for a Ferry Service and to provide the City with a better understanding of the technical, financial, and operational implications. Based on this experience, a full Pilot Ferry Service is proposed for 2018.

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8.0 SCOPE OF WORK

8.1 The City is seeking a qualified and experienced Project Manager to be responsible for leading the Pilot Ferry Service, including all aspects of project management, including but not limited to, project planning, implementation, procurement of infrastructure design and installation and ferry operations services, contract administration, internal and external stakeholder management, project communications, Ferry Service marketing and communications, risk identification and risk management, monitoring and evaluation, and reporting.

8.2 **Proposed Pilot Ferry Service:**

- a) The ferry will operate between the Port Royal and Downtown neighbourhoods of New Westminster, which is a distance of approximately 1 kilometre. (Refer to Appendix C, Diagram #1)
- b) The service will operate at a minimum frequency of 15 minutes (i.e. a ferry will depart each dock at least once every 15 minutes) during the peak periods. It will be the responsibility of the Project Manager to make recommendations for the overall schedule.
- c) A minimum one-way fare of \$2 for adults, and \$1 for children 5 and under, seniors and people with disabilities will be charged. In addition, the Project Manager will work with City staff to engage with TransLink to explore the possibility of integrating the fare with TransLink's Compass Card fare collection system.
- d) The Ferry Service should be sized to serve 40 foot passengers every 15 minutes from each dock, along with at least five bicycles, during peak operating periods. Capacity may vary throughout the operating period depending upon demand, and it will be the responsibility of the Project Manager to make recommendations for capacity.
- e) The Project Manager will be responsible for ensuring that every effort is made to provide a Pilot Ferry Service that is universally accessible.
- f) The Pilot Ferry Service will be operated between spring and fall 2018, with specific start and end dates, and days and hours of operation to be recommended by the Project Manager, following consultation with key stakeholders.
- g) The pilot service should be designed to ensure additional learning and experience is gained, particularly with respect to:
 - i. *Infrastructure* – options should be explored to address the considerations described above, in particular to better address the needs of people with mobility challenges
 - ii. *Hours of Operation* – the pilot project should seek to understand the implications of providing a service that addresses the needs of a wide range of people, including those interested in using the service to commute to work, for shopping, for special events, and for recreational purposes
 - iii. *Implications for Businesses* – the pilot project should seek to assess the implications of the Ferry Service for businesses Downtown and in Queensborough, including potential benefits, opportunities, challenges, and negative impacts
 - iv. *Implications Associated with Weather and Seasonal Changes* – the pilot project should seek to understand the implications of providing a service that is viable in a variety of seasonal and weather conditions
 - v. *Fares* – the pilot project should seek to understand the implications of integrating with TransLink's Compass Card

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- vi. *Communications and Marketing* – the pilot project should be strategically marketed to encourage use of the service by a range of people from across the City, during a range of times, and in a variety of weather conditions
- vii. *Mode Shift* – the pilot project should seek to understand what would be required for people to shift some of their trips from vehicle trips to the ferry

8.3 Responsibilities of the Project Manager – The Project Manager will be responsible for managing all aspects of the Pilot Ferry Service, including, but not limited to the following, project planning, implementation, procurement of infrastructure design and installation and ferry operations services, contract administration, internal and external stakeholder management, project communications, ferry service marketing and communications, risk identification and risk management, monitoring and evaluation, and reporting.

- a) *Project Planning* – the Project Manager will be responsible for all necessary project planning to ensure that the service is ready to launch in the spring with all necessary infrastructure, operational requirements, approvals and marketing and communications in place.
- b) *Infrastructure* – the Project Manager is responsible for ensuring ferry terminals are provided that are safe, accessible and of sufficient capacity for embarking and disembarking passengers, including bicycles, strollers, and mobility aids. The Project Manager will be responsible for identifying infrastructure needs, securing all necessary approvals, identifying insurance requirements, and ensuring that necessary infrastructure is procured in accordance with City of New Westminster purchasing policy and procedures.
- c) *Operations* – the Project Manager will be responsible for defining operating requirements and procuring a suitable operator in accordance with City of New Westminster Purchasing Policy and procedures.
- d) *Contract administration* – the Project Manager will be responsible for managing all vendor contracts associated with the Pilot Ferry Service, ensuring that, among other things, contracts and insurance requirements are in place, that the terms of the contracts are being fulfilled, and that vendors are paid in a timely manner.
- e) *Stakeholder management, including internal and external stakeholders* – a variety of internal and external stakeholders are associated with this project, including various City departments, external agencies, advisory committees, members of the public, and other community interests. Through consultation with the City's Access Ability Advisory Committee, the implications of various levels of service for people with disabilities will be thoroughly investigated, and appropriate levels of service will be defined and recommended to Council. In addition, the Project Manager will be responsible for engaging with the ACTBiPed committee, regulatory authorities, internal City departments who may be required to support the service, and other stakeholders who may be impacted by or required to help support the Pilot Ferry Service.
- f) *Marketing and communications* – the Project Manager will be responsible for the planning and implementation of a marketing and communications strategy for the Pilot Ferry Service, including any contracted services that may be required.
- g) *Monitoring and evaluation* – the Project Manager will be responsible to develop a monitoring and evaluation strategy for the Pilot Ferry Service, to ensure key data is collected, analysed and reported on.

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- h) *Reporting* – the Project Manager will be responsible for preparing reports to senior City of New Westminster staff, advisory committees, Council, and other key stakeholders as required throughout all stages of the pilot project.
- i) The Project Manager, and not subordinate staff, shall at all times be directly responsible for the management of the Project. The Project Manager shall be responsible for attending and chairing meetings of the Project team for the duration of the project.
- j) The Project Manager will represent the City’s best interests, and act as the City’s agent, in all matters over the life of the Project. They will continuously demonstrate a high degree of accountability, provide senior level leadership, and be accountable to the City’s Manager of Transportation for the successful delivery of the pilot project.

8.4 Key considerations – Building upon the experience of the demonstration ferry service which was implemented by the City in August and September 2017, the following key considerations must be addressed by the Pilot Ferry Service:

- a) *Accessibility* – the City understands that the pilot project may require additional investment in order to provide a more inclusive service than what was provided during the demonstration ferry service. There are a variety of challenges associated with improving accessibility, including steep ramps at low tide, transitions from ramp to float and from float to vessel, the ferry vessels themselves, and operational practices.
- b) *Downtown Dock* – with the support of Inn at the Quay, the City was permitted to install a temporary dock next to the Samson V. While this location was workable for the short demonstration period, it is problematic for a variety of reasons:
 - i. At low tide, the bottom of the float was very close to the riverbed, risking damage to the float and instability;
 - ii. Ideally, the float should be further away from shore to enable installation of a longer gangway, which would help to address steep grades at low tide, and;
 - iii. The orientation of the float made it challenging for the vessel operator to moor the vessel. Ideally, the vessel should be moored in the direction of river flow.
- c) *Port Royal Dock* – while the dock was sufficient for the purposes of a short duration demonstration, the float should be larger, especially if a vessel the size of the MV Hollyburn will be used again. A larger float would provide more space for people to queue as they wait to board the vessel, and it would better accommodate people with mobility aids, strollers, bicycles, and dogs.
- d) *Weather Protection and Waiting Areas* – given how exposed the docks are, particularly in Port Royal, and the potential for passengers having to wait for a ferry, some form of waiting area is recommended, particularly at Port Royal as this location does not benefit from an adjacent market or other building that provides weather protection.
- e) *Police Boat* – The New Westminster Police Department has expressed interest in mooring the police boat at the downtown dock. Consideration for the needs of a float and boat house for the police boat need to be taken into account.

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8.5 **Schedule**

- a) The Pilot Ferry Service must be ready to begin service in spring 2018, and must run until at least October 2018.
- b) The Pilot Ferry Service needs to be run on a daily, weekly, and seasonal schedule that serves the needs of people wishing to use it to commute to work and school, for shopping, for special events, and for recreational purposes.
- c) The Pilot Ferry Service needs to be run on a schedule and in a manner that responds to a variety of seasonal and weather conditions.

9.0 **PROPONENT QUALIFICATIONS**

9.1 The Proponent must be able to show that they have experience in the following:

- a) A minimum of five (5) years of experience as a Project Manager in a marine setting with emphasis on work related to the design and operation of passenger ferry infrastructure and services;
- b) Experience with marine facility design, construction and operation related to floats, ramps and passenger facilities;
- c) Direct experience obtaining regulatory approvals from Transport Canada, Vancouver Fraser Port Authority, Marine Carriers Association and other key agencies;
- d) Contract administration experience, including experience procuring infrastructure and services in accordance with documented policy and procedure;
- e) Working with Municipal government departments;
- f) Marine engineering and/or project planning background; and
- g) Stakeholder management experience, including demonstrated success in working with a range of key stakeholders.

10.0 **DELIVERABLES**

10.1 The Project Manager will be responsible for producing the following key deliverables:

- a) Report to Council at latest mid-December, with options for a pilot project, including cost estimates and implications, seeking direction on which option to pursue. At least two iterations of this report will be required for review and discussion with City staff.
- b) Upon selection of the preferred option, the Project Manager will be responsible for preparing a Project Charter that describes the Pilot Ferry Service to be delivered, complete with sign-off from senior City staff.
- c) A complete set of Project documents, updated as the project progresses, including Project Plan with work breakdown structure, budget, schedule, stakeholder register, risk register, and Ferry Service marketing and communications plan.
- d) Working together with the City's Purchasing Department staff, the Project Manager will be responsible for preparing procurement documents for the infrastructure, operator, and other services required to deliver the pilot ferry service.
- e) Bi-weekly project status reports, emailed to the Manager of Transportation.

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- f) Monthly status reports in the form of a short report or presentation to the Mayors' Transportation Task Force.
- g) Reports to Council as follows, at least two iterations of each report should be assumed:
 - i. in the Spring, prior to launch of the pilot ferry service;
 - ii. mid-way through the pilot period to update on progress, and;
 - iii. near the end of the Pilot Ferry Service to report on experience gained and recommended next steps.
- h) A Final Report that provides a complete summary of the Pilot Ferry Service, including total cost, learnings, and outcomes achieved.

11.0 MATERIALS AVAILABLE TO SUCCESSFUL PROPONENT

- 11.1 The City is able to provide available Geographical Information System (GIS) data for the terminal areas.
- 11.2 The City will provide procurement template documents to the successful Proponent to complete for the acquisition of the facility design/build contractor and for the acquisition of the Ferry Service provider.

12.0 PROPOSAL FORMAT AND PREPARATION

- 12.1 Proposals should be provided double-sided on 8 ½" white paper, in a font colour of black and not less than 11 point. All proposals must clearly identify:
 - a) Understanding of assignment;
 - b) Approach;
 - c) Cost/Schedule;
 - d) Project Team/Experience;
 - e) References from similar projects.
- 12.2 The City is seeking Proposals from Proponents who are interested in and capable of undertaking the project management responsibilities of this initiative. The onus is on the Proponent to demonstrate their knowledge, understanding, and capacity to conduct the work outlined in this Request for Proposal.
- 12.3 In addition to the substantive Proposal requirements identified within this RFP, the following are considered key content that should be included as part of the Proponent's Proposal:
 - a) A brief outline of the Proponent's understanding of the project;
 - b) A detailed work program and methodology to successfully achieve the objectives;
 - c) A schedule of activity from date of award to final submission, including a labour summary matrix that provides person-hour estimates for each of the work activities;
 - d) The cost to complete the project in the form of a spreadsheet showing the proposed level of effort and fees for each stage of the project;
 - e) An estimate of project related disbursements and charge-out schedule for personnel and disbursements in general (refer to Section 13.3 and 13.4). The Proponent may not add overhead costs to disbursements;
 - f) The proposed project team complete with brief resumes, describe each person's role in this project and their qualifications and experience to take on successfully the role;
 - g) The Project Manager assigned to the project;

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- h) A list of any sub-Consultants with a brief resume of experience;
- i) An indication of similar projects undertaken by the Consultant; and,
- j) Names of three references of clients who have undertaken similar work, the City may contact the references to assess the performance of the Proponent.

13.0 **PRICING**

13.1 The Proposal is to include a schedule of effort and pricing based on hourly rates. Note that this requirement is only meant for the Proponent to demonstrate the Proponent's anticipated resource allocation for the proposed Scope of Services, and as such, it is the Proponent's responsibility to provide the services specified for the **fixed fee** proposed regardless of the proposed schedule of effort and related pricing.

13.2 The fee spreadsheet is to be based on hourly rates and separated into the following project components:

- a) planning and preparation;
- b) implementation period,
- c) final report.

13.3 The following expenses **must be included** in the fixed, lump sum fee proposal:

- a) All cost associated with fax, photocopier and long distance telephone calls;
- b) All documentation required to respond to Request For Information submittals from the Contractor(s), Operator, Change Orders, and Supplemental Instructions for the construction and operating contracts;
- c) All documentation required to address day to day management of the project;
- d) All indirect (or overhead) expenses incurred in the course of operating a firm including local travel expenses;
- e) All costs associated with the necessary insurance coverage including professional liability insurance.

13.4 The disbursements which will be reimbursed **at cost** will include the following:

- a) Reproduction of client requested drawings and reports;
- b) Delivery of drawings, reports including courier, postage etc.;
- c) All necessary documents required to obtain all permits and approvals from the authorities having jurisdiction.

14.0 **PROPOSAL EVALUATION AND SELECTION**

14.1 The objective of the evaluation and selection process is to identify the Proposal that, in the City's opinion best addresses the requirements of the assignment, and offers the best value for the Products and/or Services requested.

14.2 The City is not obligated to accept the lowest priced Proposal or any Proposal, and may reject all submissions.

14.3 The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason.

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- 14.4** There shall be no obligation on the part of the City neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received.
- 14.5** The City at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the City will be entitled to consider the answers received in evaluating Proposals.
- 14.6** The City may award a Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.
- 14.7** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 14.8** Proposals will be evaluated based on the following criteria:
- a) Experience, skills and knowledge of the Project Manager;
 - b) Experience of the Company/Team named as providing support to the project;
 - c) Understanding of Assignment;
 - d) Proposed Approach;
 - e) Schedule;
 - f) References; and,
 - g) Cost.
- 14.9** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.
- 15.0** **REFERENCES**
- 15.1** **NOTE: Failure To Provide References May Result In Disqualification**
- 15.2** Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past five (5) years. The City of New Westminster may be used as a reference if work of a similar nature has been provided to the City).



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APPENDIX A

Declaration – Living Wage Employer



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:



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APPENDIX B

Project Management Services Agreement

PROJECT MANAGEMENT SERVICES AGREEMENT

This Agreement made the ___ day of _____, 20__ is

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminister, BC, V3L 1H9

(the “City”)

AND: [NAME].
[address]

(the “Consultant”)

THIS AGREEMENT IS EVIDENCE that in consideration of the mutual covenants and agreements contained herein, the City and the Consultant agree as follows:

1.0 Services

- a) The Consultant agrees to perform the consulting services (herein called the “Services”) detailed in the **Proposal** which is attached to and forms part of this Agreement. (see Appendix A).
- b) The Consultant represents that the Consultant is professionally qualified and capable of performing the Services and shall at all times exercise the standards of care, skill and diligence normally provided by a professional specializing in the performance of services similar to those Services contemplated by this Agreement.
- c) The Consultant will not act for any party, during the term of this Agreement, whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- d) The Consultant warrants that neither it nor any of its officers, directors, and employees, as applicable, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen or perceived (in the City’s sole and unfettered discretion) to create a conflict. If any such conflict of interest arises during this Agreement, the Consultant will immediately inform the City in writing.

2.0 Duration And Termination

2.1 Duration

- a) The Services under this Agreement shall commence on **[insert date]** and be completed in accordance with the schedule in the Scope of Work, subject to further extension as agreed upon by the parties.
- b) When the Consultant fulfils all requirements under this Agreement to the satisfaction of the City, the City shall certify completion in writing.

- c) In the event additional services are required that do not fall within those described in the Scope of Work then the completion date set forth above may be extended by mutual agreement, to a period determined to be sufficient for such additional services. The City may request additional services and the Consultant will provide a written fee quote. The Consultant will not commence additional services until the City has accepted the fee quote.

2.2 **Termination**

- a) This Agreement may be terminated by the City as follows:
 - i) For Default or Deficiency – immediately, if, by an act or omission, the Consultant breaches a term of this Agreement or in the event that City determines, in its sole and unfettered discretion, that the performance of the Consultant is, in the opinion of the City, unsatisfactory, and the Consultant has failed to correct the default or deficiency to the City’s satisfaction within five (5) business days of receiving written notification of that default or deficiency from the City
 - ii) With Notice – the City may terminate this Agreement for any reason or no reason by providing fourteen (14) days’ written notice to the Consultant by the City.
- b) This Agreement may be terminated by the Consultant by providing sixty (60) days’ written notice to the City.
- c) Upon termination of this Agreement, the City will pay the Consultant for all work performed up to the effective date of termination. All other obligations of the City to the Consultant will terminate upon the termination or expiry of this Agreement.
- d) Acts or omissions by the Consultant which shall justify termination of this Agreement for default or deficiency shall include but not be limited to the following:
 - i) neglect of duties;
 - ii) non-compliance of this Agreement;
 - iii) inability to perform the Services the Consultant represented the Consultant as competent to perform; or
 - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

3.0 **Non-Disclosure Of Information**

- 3.1 The Consultant accepts that any information relating to the business affairs of the City is confidential and that any disclosure by the Consultant of any such information to unauthorized persons shall be cause for termination of this Agreement.

4.0 **Freedom Of Information**

- 4.1 All documents submitted to the City become the property of the City, and as such, the City advises the Consultant that parts, or all, of this Agreement and documents legally connected to this Agreement may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy (FOIPPA)* and the *Community Charter*. Should the Consultant wish to ensure particular parts of this Agreement are protected from disclosure under the *FOIPPA*, the Consultant shall specifically identify any information or records forming part of the Services that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

5.0 Compliance With Applicable Laws

- 5.1 The Consultant shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the conduct of the Services and the locations to which the Services are to be performed. The Consultant shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- 5.2 The Consultant is solely responsible for all payments or deductions required to be made by any enactment, including but not limited to Canada Pension Plan, employment insurance, workers' compensation premiums, and income tax.
- 5.3 The Consultant will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Consultant will provide proof of Good Standing to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.
- 5.4 The Consultant will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*. Any WorkSafe BC violation by the Consultant may be considered a breach of this Agreement resulting in possible termination or suspension of this Agreement and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, because of the actions of the Consultant are the responsibility of the Consultant.
- 5.5 The Consultant shall provide evidence that the Consultant has registered for a GST account to the City within five (5) business days of the date on which the Consultant executes this Agreement.
- 5.6 The laws of the Province of British Columbia shall govern this Agreement. Any disputes between the Consultant and the City arising out of or in connection with this Agreement shall be referred to the British Columbia International Commercial Arbitration Centre for arbitration under its applicable rules and resolved by a single arbitrator mutually agreed to by both parties.

6.0 Relationship

- 6.1 It is expressly agreed, represented and understood that the Consultant's relationship to the City is that of an independent contractor and that the Consultant is not an employee, agent or servant, of the City. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor relationship under which the Consultant provides services for which the City will be invoiced according to the terms and conditions of this Agreement.
- 6.2 The manner and means, including any necessary tools, equipment and supplies, by which the Consultant conducts its work in order to provide the Services contemplated by this Agreement are under its control, but the Consultant shall ensure the Services are performed on a timely basis and to a reasonable standard of care, skill, and diligence.

7.0 Compensation and Records

- 7.1 In consideration of the performance of the Services, the City shall pay the Consultant **[contract price]** excluding disbursements and excluding the Goods and Services Tax (GST), the Maximum

Authorized Expenditure. The City may increase the Maximum Authorized Expenditure by issuing a written and signed Change Order.

- 7.2 Other than as expressly provided in this Agreement, the Consultant is solely responsible for all costs associated with providing the Services under this Agreement, including without limitation all membership costs, travel costs, professional costs, and educational costs.
- 7.3 The Consultant shall keep proper accounts and records for the performance of the Services, including invoices, receipts and vouchers, and shall preserve and keep available for audit and inspection all records described above for at least two (2) years after the Term or earlier termination of this Agreement.
- 7.4 The City retains the right to access and audit the Consultant's files and records related to the City's business with twenty-four (24) hours' notice during normal business hours.

8.0 Application For Payment

- 8.1 The Consultant shall submit invoices to the City on or before the tenth (10th) day of each month. The City, if it approves the amount of such invoices, shall pay such invoices within thirty (30) days from the invoice date.
- 8.2 Each invoice will show an itemized list of services and costs incurred for each of the tasks outlined in the Scope of Work. In addition to an itemized invoice, each invoice submitted by the Consultant will clearly include the total amount of services and disbursements and total for each task; the total to date for each task; and the total payable for the invoice.
- 8.3 The Consultant shall attach to each invoice a brief report detailing the work completed to date, work completed during the month covered by the invoice, and work outstanding to complete the Services.
- 8.4 Notwithstanding any to the contrary in this Agreement, the City shall never be obligated to pay the Consultant a greater percentage of total fees and disbursements than the degree of percentage complete of the total Services.
- 8.5 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted, until that date that invoice is paid. The City, if it approves the amount of such invoices, shall pay such invoices on or before the twentieth (20th) day of the following month.

9.0 Indemnification

- 9.1 The Consultant shall, on its own behalf and on behalf of all persons and corporations working by, through or under the Consultant, indemnify and save harmless the City and its elected officials, employees, officers, and agents from and against all liabilities, losses, damages, claims, costs, expenses (including legal fees and disbursements), suits, and judgements arising out of or related to the provision of the Services by the Consultant that are found to be negligent.
- 9.2 This indemnification shall not apply:
- a) where the liabilities, losses, damages, claims, costs expenses, suits or judgements result from the City acting on the advice of, or receiving direct service from, the sub consultants or employees of the sub consultants of the Consultant and without the knowledge or consent of the Consultant; **or**

- b) to the extent that the City, its employees, officers, or agents were negligent.
- 9.3 The Consultant's liability to indemnify the City and its elected officials, employees, officers, and agents shall not limit or affect any other rights or remedies the City may have against the Consultant in respect of the Services or a breach of this Agreement.

10.0 Change To Scope Of Service

- 10.1 The City may vary at any time 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 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.
- 10.2 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 period specified and written agreement between the parties, the City shall not be obligated to make any payments of additional fees to the Consultant.

11.0 Insurance

- 11.1 The Consultant shall provide, maintain and pay for the following insurance, which shall be in place with such insurance company or companies and in such form as may be acceptable to the City:
- a) Commercial General Liability Insurance of not less than five million dollars (\$5,000,000.00) inclusive per occurrence against death, bodily injury, personal injury and property damage arising directly or indirectly out of the work or operations of the Consultant, subcontractors, servants(s), agent(s) or employee(s). The insurance policy will be endorsed to add the City of New Westminster, its officials, employees and agents as Additional Insured and will include cross liability and severability of interests.
- 11.2 Before undertaking any part of the Services, the Consultant shall furnish to the City certificates showing that such insurance is in force. Such certificates shall provide that the insurance is non-cancellable except upon thirty (30) days prior written notice to the City.

12.0 Sub-Consultants

- 12.1 If the Consultant retains or employs any sub-consultants or other parties to assist in the performance of the Services, then the Consultant shall incorporate into any agreement with and shall bind such sub-consultants and other parties to all of the terms of this Agreement. The Consultant shall be responsible for such sub-consultant's and other parties' work, and for overseeing and coordinating such sub-consultants' or other parties' work.

13.0 Ownership, Copyright and Work Product

- 13.1 The Consultant irrevocably grants the City an unrestricted licence for the City to use for any purpose all intellectual property, including drawings, plans, specifications, reports and other documents produced by the Consultant in relation to the Services. The Consultant agrees that the licence granted by this section includes the right for the City to adapt, use and modify such intellectual property for any purpose, and for those purposes, the Consultant waives the Consultant's moral rights to the work produced by the Consultant in relation to the Services.
- 13.2 The Consultant shall deliver to the City, upon request and at no additional cost to the City, at least one complete set of all drawings, estimates, programs, or other documents produced in connection with this Agreement, on a compact disk (CD) in Microsoft Office format.

14.0 Assignment

14.1 The Consultant without the express written consent of the City may not assign this Agreement.

15.0 Engagement Of Other Consultants

15.1 The City reserves the right at its own discretion to engage any other consultant in relation to the Services during the Term.

16.0 Notice

16.1 Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by fax, addressed as follows:

To the Consultant:

[Name]
[Address]

Attention: [Name] _____

Fax No.: (604)_____

To the City:

Corporation of the City of New Westminster
511 Royal Avenue
New Westminster, BC V3L 1H9

Attention: _____

Fax No.: _____

or to such other address or fax number of which notice has been given as provided in this section. Any notice that is delivered is to be considered given on the first business day after it is delivered. Any notice sent by fax is to be considered given on the first business day after it is sent. If a party changes its address or fax number, or both, it must promptly give notice of its new address or fax number to the other party as provided in this section.

17.0 Waiver

17.1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

18.0 Time of the Essence

18.1 Time shall be of the essence in this Agreement.

19.0 Entire Agreement

19.1 This Agreement is the whole of the agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

THE AUTHORIZED SIGNATURE FOR THE CORPORATION OF THE CITY OF NEW WESTMINSTER:

[name of City authorized representative and office]

Accepted and Agreed on

_____, 2017

By

[name of consultant]

Authorized Signature

Name and Office



Corporation of the City of
NEW WESTMINSTER

NWRFP-17-10

APPENDIX C

Diagrams

Diagram #1: Anticipated Ferry Service Route



Diagram #2: Quayside Site



Diagram #3: Queensborough Site

