



REQUEST FOR PROPOSALS RFP-2018-002

Pavement Condition Assessment

REQUESTED BY:

The City of Colwood  
3300 Wishart Road  
Colwood BC, V9C 1R1

ISSUED ON: April 4, 2018

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# INFORMATION FOR PROPONENTS

## INFORMATION FOR PROPONENTS

### 1. OVERVIEW

The City of Colwood is seeking proposals from consultants qualified in pavement condition assessments to provide professional services for the collection, conversion, and entry of roughness and surface distress data and Falling Weight Deflectometer (FWD) tests for approximately 95km (two lane equivalent) of paved roads. The express intent is to provide up-to-date Pavement Quality Index (PQI) scores for each section of paved road in the City. The PQI Score shall be a combination of the roughness, surface distress and structural adequacy scores, ranging from 0-100, where a road that has no distress of any kind rates as 100.

A list of recommended projects (with anticipated associated project costs in 2018 dollars) shall be provided as part of the work required.

Proponents shall familiarize themselves with all aspects of the work required for this RFP and the area to be studied. Further information regarding the scope of work is contained in the Scope Section of this document.

### 2. CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS

Three (3) hard copies of the Proposal along with one (1) electronic version on CD, DVD or flash drive, and a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP shall be enclosed in a sealed envelope clearly marked with RFP2018-02 addressed to the Engineer, and delivered to the City of Colwood, 3300 Wishart Road, Colwood, BC, V9C 1R1 by:

**3:00PM LOCAL TIME – Monday, April 30, 2018**  
**Proposals will NOT be opened in Public**

Please note the following:

- It is the sole responsibility of the Proponent to ensure the City receives their proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponent.

# INFORMATION FOR PROPONENTS

- **Late bids will NOT be accepted and will be returned unopened to the Proponent.**
- The computer clock in the offices of the City of Colwood determines the official closing time for this RFP.
- Facsimile (fax) or e-mail proposals for this RFP will **NOT** be accepted.
- Delivery of the RFP by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in the RFP and the envelope/package fails to be delivered to the City prior to the closing date and time.

### 3. COMMUNICATIONS & ENQUIRIES

All technical enquiries with regard to this RFP are to be directed in writing by email to the following contact person and department. Information obtained from any other source is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and will be distributed directly to the BC Bid website.

RFP 2018-002 Enquiries  
Helen Lockhart, P.Eng. – Engineering Department

Email: [hlockhart@colwood.ca](mailto:hlockhart@colwood.ca)

**Any and all enquires and questions are to be submitted in writing via email prior to 3:00pm on Monday, April 23, 2018. The City reserves the right to not answer any enquiries that are submitted after this time and date.**

### 4. ADDENDA

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

# INFORMATION FOR PROPONENTS

## 5. AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

### 5.1. Amendment to Proposals:

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

### 5.2. Withdrawal of Proposals:

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

## 6. TERMS, GENERAL CONDITIONS, & CITY'S RESERVED RIGHTS

### 6.1. Acceptance of Proposals:

- The City of Colwood reserves the right to accept any response to this RFP which it deems to be in its own interest and/or to reject all Responses. Responses that are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected. Proposals will be assessed in light of the evaluation criteria, and the City reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.
- Proposals must be completed with due care. All proposals must conform to the instructions contained herein. If a Proposal does not conform in every way, even in ways that may seem innocuous to the Proponent, the Proposal may be rejected and not considered by the City.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, including all addenda, understands it, and agrees to be bound by its requirements.
- Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit, or license pursuant to any Federal, Provincial, or Municipal statute, regulation, or bylaw.

# INFORMATION FOR PROPONENTS

## **6.2. Ownership of Proposals:**

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

## **6.3. Liability for Errors:**

The City has made considerable efforts to ensure an accurate representation of information in this RFP, however the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive, exhaustive, or up-to-date. Nothing contained in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

## **6.4. Definition of Contract:**

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

## **6.5. No Lobbying:**

Proponents, Proponent team members including key individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFP, or the competitive selection process, including for the purpose of influencing the outcome of the competitive selection process. Further, no such person (other than as

# INFORMATION FOR PROPONENTS

expressly contemplated in the RFP) will attempt to communicate in relation to the Project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the City, or any member of the City Council or Committees for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to proposals of any proponents;
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Consultant, or any negotiations with the Consultant;
- Promoting the Proponent or its interests in the Project;
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the Project, including in a manner which may give the Proponent a competitive or other advantage over other proponents; and
- Criticizing the proposals of other Proponents.

## **6.6. Subcontracting:**

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

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

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



## INFORMATION FOR PROPONENTS

### **6.7. Claims or Possible Claims:**

The City will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the City on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving the City, until a final decision is rendered and for a period of three (3) years thereafter.

### **6.8. Reference Check:**

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

### **6.9. Cost of Proposal:**

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and the City shall, under no circumstances, be liable to compensate respondents for such costs.

# TERMINOLOGY

## 7. TERMINOLOGY

Throughout this RFP, the following terminology is used:

**“Consultant”** means the successful proponent to the RFP who enters into a written contract with the City of Colwood

**“Contract”** means the written agreement resulting from the RFP, executed by the City of Colwood and the Consultant

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

**“Must”** means a mandatory requirement to be met in order for a Proposal to receive consideration

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

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

**“RFP”** means this Request for Proposal

**“Shall”** means a mandatory requirement to be met in order for a Proposal to receive consideration

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

**“City”** means the City of Colwood

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

# OVERVIEW

## 8. OVERVIEW

The City of Colwood is seeking a road inventory and pavement condition survey of approximately 95km of asphalt pavement roadways in the City. Road lengths and classifications are approximately 17km arterial, 16km collector, 61km local and 1 km lane. There is a section of Provincial Highway 14 in Colwood, Veterans Memorial Parkway from Kelly Rd to Sooke Rd and Sooke Rd from Veterans Memorial Parkway to Jacklin Rd, which is not included in this project.

Through this RFP, the City is seeking proposals from qualified Consultants with significant expertise in pavement condition assessments, associated data analysis and reporting, and infrastructure projects to undertake the Work described within this document for completion by August 15, 2018.

## 9. BACKGROUND AND OBJECTIVES

### 9.1. BACKGROUND

Colwood has a rich history that begins with Coast Salish heritage followed by European settlement dating back to the 18th century. Incorporated in 1985, the City of Colwood is located on the coast of Vancouver Island, in British Columbia. Just 10 km from Victoria, Colwood is a fast growing community of just over 16,000 people that enjoys a rich heritage and a unique connection to nature.

The City's vision is to be *a vibrant seaside community that offers a healthy lifestyle, a strong, diverse economy and a sustainable natural environment.*

### 9.2. BUDGET, RFP SCHEDULE, & PROJECT DEADLINE

The total available budget for the Pavement Condition Assessment is \$76, 000 excluding GST.

The schedule for this RFP shall be as follows:

- RFP issued: April 4, 2018
- Deadline for written questions: April 23, 2018
- Deadline for issuing addenda: April 25, 2018
- RFP closing: April 30, 2018

It is anticipated that proposals will be evaluated and the project awarded by May 7, 2018.

## BACKGROUND AND OBJECTIVES

The successful proponent (“Consultant”) shall be required to commence work immediately upon award.

Time is of the essence for this project, and the Consultant shall be required to complete and submit the survey and associated report as expeditiously as is reasonable and practicable. The Consultant shall be required to complete the project no later than August 15, 2018.

### **9.3. PREVIOUS STUDIES AND DOCUMENTS**

The City has the following documents commissioned in the past from various sources with regard to the City’s pavement condition. Documents available to the Consultant include the following:

- 1995 Infrastructure Management Services report – available by e-mail request
- Address map of the City of Colwood – Attachment 1
- List of roads with approximate lengths, classifications and years built (if known) – Attachment 2

### **9.4. OBJECTIVES**

At a minimum, the Successful Proponent must record, define, and ensure the successful preparation of an Excel spreadsheet and uploading into Colwood’s GIS the following survey pavement data for approximately 95km, two lane equivalent, of paved roads:

- Pavement Roughness, Roughness Condition Index (RCI) in accordance with ASTM E1926;
- Surface Distress Index (SDI) in accordance with ASTM D6433;
- Structural Adequacy Index (SAI) using a Falling Weight Deflectometer (FWD) in accordance with ASTM D4694 and ASTM D4695;
- Overall Pavement Quality Index (PQI)
- A report on the present state of the roads within the City, and recommended prioritized projects (cost estimated in 2018 dollars) to bring substandard roads up to standard.

# SCOPE AND DELIVERABLES

## 10. SCOPE AND DELIVERABLES

### 10.1. GENERAL REQUIREMENTS

The successful Consultant will possess the requisite technical skills to deal with the complex matters to be addressed in the Pavement Condition Assessment process and will also possess the interpersonal skills required to work closely and collaboratively with City staff and stakeholders in a professional manner. In addition to technical qualifications and considerable pavement condition assessment experience, the Consultant must exhibit such skills as timeliness, diplomacy, flexibility, tact, strong communication ability (both verbal and written), and an understanding and respect for both municipal culture, and the people who work within it. Two meetings with Colwood staff shall be included, a start-up meeting and a meeting after the submission of the draft report GIS datasets shall be created based on the standard spatial reference of UTM NAD83 Zone 10 coordinates.

The final report must result in a reasoned and rational pavement maintenance and replacement plan that can be followed confidently to achieve the clear objectives identified through the crafting of the plan. **The end result shall be specific to Colwood and completely devoid of generic and non-essential material that does not serve to provide relevant and factual information about City-specific infrastructure.**

### 10.2. TESTING VEHICLES & EQUIPMENT

The proponent's survey vehicle must be equipped with GPS and have the ability to measure the linear distance travelled. The survey vehicle must comply with all Federal, Provincial, and local transportation regulations. A description of the proposed equipment, data collection technology, standard collection protocols, and data quality management for all data collection **must** be included in the Proponent's Proposal. If inspection methods include any procedures that could affect the integrity of the roads, damage will be repaired and the costs included in the fee for this project.

## SCOPE AND DELIVERABLES

### **10.3. METHODS & PROCEDURES**

The City requires an inventory with each section of roadway divided into segments, with a unique segment identification (SegID). Data collected must be referenced to each specific segment. It must be possible to incorporate attributes for left side and right side of the road as well as stations for each line segment. Station zero for each segment shall start at the end of the street with the lowest address value. Segments shall be at a minimum from intersection to intersection and intersection to road end. SegID's prepared as part of the

IMS report of 1995 may be used and added to, provided they are suitable for uploading to the City's GIS. Records of all assumptions made when preparing the inventory shall be listed. It is a requirement of the Proponent to ensure that all segments and associated attributes are included in a GIS shapefile for uploading into the City's GIS.

Roughness and Surface Distress data is to be gathered at thirty (30) metre intervals. FWD testing is to be done every one hundred (100) metres, with a minimum of three (3) FWD tests per segment. One score per segment for each of the following parameters shall be provided and recorded to one decimal place: RCI, SDI, SAI and PQI.

On two lane roadways, data is to be recorded in each direction with the average score reported for the segment. On multi-lane roadways, ratings should be done on the outside lanes and the average score reported for the segment.

Linear distance measurements with GPS-tagged video imagery of the pavement assets must be collected for each unique segment using a vehicle based measuring instrument.

### **10.4. INTERNATIONAL ROUGHNESS INDEX (IRI)**

The collection of two (2) longitudinal roughness measurements are to be taken in each wheel path using industry accepted equipment. Data is to be further computed into a Riding Comfort Index (RCI) capable of being uploaded into the City's GIS System.

## SCOPE AND DELIVERABLES

### **10.5. SURFACE DISTRESS**

A pavement distress survey is to be done in accordance with ASTM Standard Test D6433; Standard Practice for Roads and Parking Lots Pavement Condition Index Survey. The following distress types are to be collected for the City:

- Patching
- Curbs
- Drainage
- Shoving
- Raveling
- Bleeding
- Distortion
- Excessive crown
- Progressive Edge Cracking
- Alligator Cracks
- Potholes
- Map Cracks
- Longitudinal Cracks
- Transverse Cracks
- Wheel Track Rutting

Additional distress types may be added in consultation with the City during the project, and the successful Proponent is to clearly indicate how Surface Distress Data will be collected within their Proposal.

### **10.6. FALLING WEIGHT DEFLECTOMETER TESTING (FWD)**

The existing structural capacity of the roadways is to be assessed by way of deflection testing using FWD. Deflection testing is to be done in accordance with ASTM Test Standard D4694 and ASTM Standard D4695. FWD tests are to be gathered every 100m, with a minimum of 3 tests per segment. Deflection testing for each roadway is to be measured in the right wheel path for the lane being tested.

## SCOPE AND DELIVERABLES

For FWD testing, deflection on arterial and collector roadways will be completed in both directions, in all travel lanes. For local roads and lanes, deflection is to be measured for each segment in one direction only.

### **10.7. DATA UPLOAD INTO GIS**

The data collected during the pavement condition survey will be used to populate the City's GIS system; as such data integration and compatibility with ERSI ArcGIS is **required**. An Excel spreadsheet of the data will also be required.

All segments of the road network must be uploaded into GIS, and consultation with the CRD may be necessary to ensure the accuracy of the data collected and uploaded.

It is expected that any Proponent submitting a Proposal will be completely familiar with the data configuration requirements of uploading the pavement data to ArcGIS.

### **10.8. WRITTEN REPORT WITH RECOMMENDATIONS**

The Consultant shall undertake an analysis of the results of the Pavement Condition Assessment survey and provide to the City a list of recommended projects, in priority order, with estimated costs in 2018 dollars, to bring roads noted as substandard into a 20 year strategic rehabilitation program.

#### **10.8.1. DELIVERABLES**

The deliverables for the written report are as follows:

- A thorough and complete analysis on the current condition of all City roads to determine the appropriate rehabilitation options/strategies for each.
- An overall ranking of the road network as a whole, including identification of roads which need no immediate maintenance, and therefore, no immediate expenditures, identification of roads which require a minor or routine maintenance and immediate expenditures, identification of roads which require preventive maintenance such as asphalt overlay, seal, etc., listed in order of priority and identification of roads which require major rehabilitation or reconstruction due to deterioration to the point that maintenance is no longer cost-effective.
- The identification of the gap between the current overall condition of the road network and the condition required to allow the City to implement a long-term rehabilitation program consisting of timely maintenance and overlay-only programs over a period of 15 years (i.e. the strategic overlay of roughly 1/3 of the City's road network every 5 years to preserve the City's investment in its road network assets).



## SCOPE AND DELIVERABLES

- An investment benefit and pavement improvement analysis that identifies the value for the rehabilitation options highlighted within the condition gap (noted in the bullet immediately preceding) to eliminate the City's reconstruction backlog of work over the 20-year horizon.
- A prioritized 20-year project implementation plan (broken into 5-year plans) for rehabilitation and/or reconstruction with cost estimates in 2018 dollars; including the type of rehabilitation strategy recommended and the value associated with the investment benefit report.
- A copy of all data and methodology used to perform the analysis shall be included as an appendix in the final report and in an Excel spreadsheet.

# CONTENTS OF PROPOSAL

## **11. CONTENTS OF PROPOSAL**

At a minimum, and in addition to a statement indicating any past, existing, or potential conflict of interest, including with any business or landowner within the City of Colwood, proposals shall include the following information:

### **11.1. CORPORATE QUALIFICATIONS & EXPERIENCE**

Proponents must include a brief summary of their company's background, area of expertise, organization chart, and number of employees. Proponents shall list any subcontractors or sub-consultants they intend to use, and provide a similar summary. Proponents shall include at least three (3) project abstracts that clearly outline previous projects with similar consulting services, analysis, modeling, and document preparation. The referenced projects shall be of a similar or greater cost and magnitude that have been successfully completed by their company within the past three (3) years. The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project constraints, location, client names, and references.

### **11.2. EXPERIENCE, DEPTH, & BREADTH OF PROJECT TEAM**

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

### **11.3. APPROACH & METHODOLOGY**

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

# CONTENTS OF PROPOSAL

## **11.4. QUALITY ASSURANCE & CONTROL**

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

## **11.5. SCHEDULE OF WORK**

Proponents shall indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP deliverable target dates. This portion of the proposal should be provided in Microsoft Project or a similar scheduling software format.

## **11.6. COST/PROPOSED FEE FOR PROJECT**

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

## **11.7. HOURLY PROJECT TEAM MEMBER RATES**

As a supplement, a schedule of rates for all key personnel, technical staff, and support personnel must be included in the proposal.

# PROPOSAL EVALUATION

## 12. PROPOSAL EVALUATION

The City, in its sole discretion, may disqualify any proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their proposals any and all relevant information that would allow the City to accurately assess their organization with regard to the evaluation criteria. The City will make no assumptions on the behalf of the Proponent.

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

### 12.1. EVALUATION CRITERIA

The City of Colwood recognizes that “best value” is the essential component of this project, and therefore the City will give careful consideration to both technical and cost factors in its selection criteria. Table 1 below identifies the key criteria that the City has deemed relevant, and the point assignment of each.

Table 1

DESCRIPTION	EVALUATION CRITERIA	POINTS
Corporate Qualifications & Experience	Demonstrated success on other, similar projects. Significant experience with pavement condition assessments.	20
Project Team	Relevant qualifications and experience of the Project Team members in each applicable area	15
Approach, Methodology & Quality Assurance and Control	Thorough and demonstrable understanding of the requirements and City’s expectations of this project, including the importance of QA/QC and how it will be realized throughout the project and in the final output. Ability to articulate that knowledge and convince the City the proposed methodology is sound	20
Vehicles and Equipment	Clearly demonstrates the vehicles and equipment to be utilized on the project meet the project’s requirements	10
Schedule & Work plan	Proposed schedule, milestones, and timelines meet City deadlines and requirements	10
Proposed fee	Fee spreadsheet with fees for each work activity, and total upset price	25
Total		<b>100</b>

## **13. AWARD**

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

This RFP is not a tender and does not commit the City of Colwood in any way to select a Consultant. The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the City to so do. In addition, the City may elect to reject any or all Proposals for the following reasons:

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

### **13.1. RIGHT TO NEGOTIATE**

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

### **13.2. FAILURE TO EXECUTE AN AGREEMENT**

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

# AWARD

## **13.3. REPORTING & COMMUNICATION**

The successful Consultant shall report to Helen Lockhart, P. Eng, Engineer, who will oversee day-to-day coordination of this project. Approval will be required prior to the Consultant proceeding with subsequent components of the project or altering the work plan.

Please note: the Consultant will be required to work closely with the City's Engineer to ensure that project objectives are achieved. Proposals should allow for the Consultant to facilitate, attend, and provide minutes for two (2) progress meetings with the City, including an initial project start-up meeting. A subsequent meeting shall be at the full draft completion stage (or as appropriate) to ensure the final report will be as required. All meetings shall be held at the City offices.

## **13.4. PUBLICITY**

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

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

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

## **13.5. INSURANCE**

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant's own cost and expense, in such amount, in such forms, and with insurers acceptable to the City.

The Consultant must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000). The City of Colwood must be added as an additional insured to such policy and such policy must contain a cross liability clause.

## AWARD

The Consultant must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of **not less than three million dollars (\$3,000,000)**. Each insurance policy must contain a waiver of subrogation clause in favour of the City of Colwood, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

The Consultant must carry insurance on equipment owned or rented by the Consultant to its full insurable value.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount of **three million dollars (\$3,000,000)**.

### **13.6. REGULATORY & LEGISLATIVE COMPLIANCE**

The successful Consultant shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Consultant will provide the City with a copy of their current Certificate of Clearance from WorkSafe BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety (90) days.

The Consultant to the Contract shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafe BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The Consultant shall provide the City, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the Consultant does not have written procedures relevant to the Work, the Consultant's project team will be expected to abide by the City's safety procedures in accordance with the duties of employer's provision of the *Occupational Health and Safety Act*.

By submitting a Proposal, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

# AWARD

## **13.7. FORCE MAJEURE**

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

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

## **13.8. DEFAULT BY CONSULTANT**

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

## **13.9. INDEMNIFICATION**

The Consultant shall indemnify and save harmless the City, its employees, trustees, officers, council members, independent contractors, subcontractors, agents, volunteers, successors, and assigns from any and all losses, costs, and damages including, but not limited to: incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity. Liabilities include, but are not limited to: any and all liability for damages to property and injury to persons (including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind. Any expenses including, but not limited to: legal fees for a solicitor which indemnified persons, entities or organizations may suffer or incur howsoever caused, arising out of or in connection with, in any way related to, or as a result of:

- Anything done or omitted to be done by the Consultant or the Consultant's personnel with respect to their obligations under the contract or otherwise in connection with this RFP, including any breach by the respondent of its obligations under this contract or any breach by the Consultant representations, warranties and covenants set forth in the Consultant's proposal; and
- Any alleged infringement or infringement of any patent, copyright, trade mark, trade secret, or other intellectual or industrial property right or contractual right or obligation of any third party by reason of the purchase, use, or possession of any of the services or deliverables under this contract.





## APPENDIX A - RECEIPT CONFIRMATION FORM

By filling out and signing this page, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Proponent further acknowledges that the City will receive each Proposal with the understanding that the acceptance, in writing, by the City to the Proponent to furnish all or any of the services and goods described therein, and the subsequent full execution of the written Contract, shall constitute a Contract between the Proponent and the City of Colwood.

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact name \_\_\_\_\_

Title \_\_\_\_\_

Office phone \_\_\_\_\_

Cell phone \_\_\_\_\_

Email \_\_\_\_\_

### ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The proponent further acknowledges receipt of the following addenda, and that the Proposal pricing includes the provision set out in each addendum issued.

ADDENDUM NUMBER	DATE RECEIVED

---

**PROPONENT**

**SIGNATURE**

**DATE**



## APPENDIX B - PROPONENT DECLARATION FORM

### THE PROPONENT DECLARES THAT:

1. No Person(s), firm, or organization, other than the Proponent, has any personal interest in the RFP or in the award for which this RFP is made;
2. No member of Council or Committee, and no officer or employee of the City is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Proposal is submitted without any connection, comparison of figures, arrangements with, or knowledge with any other organization, firm, or persons making an RFP for the same and is in all respects without collusion or fraud;
4. This Proposal is submitted with no past, existing, or potential conflict of interest.
5. By signing this declaration, I confirm I have read and understood the contents and requirements of this RFP document.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018

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SIGNATURE OF WITNESS

SIGNATURE OF PROPONENT

By my signature, I hereby confirm that I am a Principal, or have been duly authorized by the Principal or board, to sign on the behalf of the  
Proponent



## APPENDIX C - PROPOSAL FORM

I/We hereby submit the following proposal for the preparation of the **Pavement Condition Assessment** for the City of Colwood, as described in this RFP.

Total Project Price (excluding GST) \$ \_\_\_\_\_

GST \$ \_\_\_\_\_

Total Project Price (including GST) \$ \_\_\_\_\_

### OFFERED ON BEHALF OF:

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

---

**SIGNATURE**

**DATE**

## MANDATORY DOCUMENT CHECKLIST

- Appendix A - Receipt Confirmation Form
- Appendix B - Proponent Declaration Form
- Appendix C – Proposal Form
- 3 hard copies of the Proposal & 1 electronic version on CD, DVD or flash drive
- Proposal contains all information required and itemized Sections 9.4, 10 and 11 of this RFP
- Cover letter signed by a person authorized to legally bind Proponent