Town of Sidney

REQUEST FOR PROPOSAL 2026-015

SUBDIVISION AND DEVELOPMENT BYLAW

REVIEW AND UPDATE

Issued November 5, 2026

Submission Details

Proposals may be submitted up until the closing time to the attention of:

Corey Newcomb, MCIP RPP
Director of Community Planning
Town of Sidney
2440 Sidney Ave, Sidney BC, V8L 1Y7
cnewcomb@sidney.ca

Proposals shall be received by one of the following two (2) methods:

1. **By hand/courier delivery:** one (1) hard copy of the Proposal should be enclosed and sealed in an envelope clearly marked: **"Town of Sidney Subdivision and Development Bylaw Review and Update"** along with one (1) electronic version on a USB flash drive;
2. **By email:** with the subject line "**Town of Sidney Subdivision and Development Bylaw Review and Update"** to cnewcomb@sidney.ca.

*** In either case, an email confirming receipt will be sent.**

Please note the maximum email size limit is 20MB.

Closing Time: 4:00 p.m. local time, Thursday, December 3, 2026

PROPOSALS WILL NOT BE OPENED IN PUBLIC

1. Introduction

The Town of Sidney invites proposals from qualified consulting firms with demonstrated experience in local government planning, engineering, development servicing regulations, and bylaw drafting to undertake a comprehensive review and update of the Town's Subdivision and Development Bylaw.

The Town's objective is to develop a modern, clear, and user-friendly bylaw that supports housing delivery, infrastructure sustainability, climate resilience, and efficient development approvals while ensuring appropriate standards for municipal infrastructure and servicing.

Project completion is anticipated by November 30, 2027 or before.

2. Project Scope of Work

2.1 Background

The Town of Sidney is a compact, urban municipality located on the Saanich Peninsula in Greater Victoria, British Columbia, Canada with a population of approximately 13,000 residents.

The Town is experiencing ongoing redevelopment, housing growth, and increasing pressure to deliver infrastructure efficiently while addressing changing legislative requirements, climate adaptation objectives, accessibility requirements, and asset management considerations.

The current Subdivision and Development Servicing Bylaw requires a comprehensive review to:

- Reflect current engineering practice and standards.
- Review best practices and compare to other recent municipal standards.
- Align with changes to provincial legislation, including the responsibilities of the Servicing Officer.
- Support implementation of recent zoning updates.
- Improve clarity and consistency.
- Streamline development review processes.
- Incorporate climate adaptation and sustainability objectives.
- Update servicing standards in the current bylaw and add new standards as required.

2.2 Project Objectives

The project shall include, but not necessarily be limited to, the following tasks:

Task 1: Background Review

Review of relevant Town of Sidney and external documents:

- Subdivision and Development Servicing Bylaw No. 1390
- Official Community Plan Bylaw No. 2240
- West Side Local Area Plan (Schedule B of the OCP)
- Zoning Bylaw No. 2275
- Building Regulation Bylaw No. 2216
- Watercourse and Drainage Bylaw No. 1318
- Streets and Traffic Bylaw No. 1966
- Service Connection Bylaw
- Active Transportation Plan

- Climate Action Plan
- Asset Management Strategy
- Engineering standards and specifications
- MMCD Design Guidelines
- CRD Green Stormwater Infrastructure Design Guidelines
- Downtown Urban Design and Streetscape Standards, including the new standard for Beacon Avenue
- Relevant municipal policies
- 2024 Utility Modeling reports
- Stormwater Alternatives Study
- DCC Bylaw and projects
- Flood Mapping
- CRD storm water source control bylaw

Review relevant provincial legislation (e.g. Local Government Act) and related guidance.

Deliverable:

- Existing Conditions and Gap Analysis Memorandum.

Task 2: Stakeholder Engagement

As part of the RFP response, provide a specific proposal to conduct community engagement considering the following stakeholder groups:

Internal

- Planning Department
- Engineering Department
- Building Department
- Operations Department
- Fire Department

External

- The community, including but not limited to neighbourhoods that have unique standards such as Allbay, Orchard, West Side, Harbour Landing, and Beaufort neighbourhoods.
- Developers
- Consulting engineers
- Surveyors
- Utility providers
- Development industry organizations
- Neighbouring municipalities where relevant

Deliverable:

- Engagement Summary Report.

Task 3: Technical Review

Review and provide recommendations regarding:

Roads

- Road cross-sections, including potential future right-of-way widths and dedication procedures
- Complete streets principles
- Consideration of the Town's Active Transportation Plan in designing road facilities
- Road lighting

Water Systems

- Watermain sizing
- Fire flows
- Looping requirements

Stormwater Management

- Rainwater management
- Green infrastructure
- Low-impact development measures

Source control design, stormwater management, water quality criteria and requirements and design templates

Sanitary Sewer

- Capacity requirements
- Servicing standards

Public Realm

- Street trees
- Landscaping
- Accessibility
- Public amenities
- Incorporation of the 2018 Downtown Streetscape and Urban Design Standards

External Utilities

- Underground servicing
- Utility coordination

Climate Resilience

- Climate adaptation measures
- Flood resilience
- Heat mitigation opportunities

Infill and Redevelopment

- Trigger thresholds, including type of development and latecomer considerations
- Upgrading requirements
- Cost-sharing approaches
- Subdivision process

Deliverables:

- Technical Recommendations Report, including identification of conflicts and necessary updates to related bylaws
- Presentation and workshop with staff

Task 4: Draft Bylaw Preparation

Prepare:

- Administrative provisions and definitions
- Design standards
- Subdivision Procedures
- Servicing requirements
- Stormwater management criteria and templates
- Security and bonding provisions
- Construction standards

- Subdivision and development servicing agreement templates
- Acceptance and warranty requirements

The bylaw should be written using clear and plain language wherever practical.

Deliverable:

- Draft Bylaw No. XXXX

Task 5: Review and Revision

Present draft bylaw to Town staff.

Revise based on comments.

Prepare final draft for Council consideration.

Deliverables:

- Revised Draft Bylaw
- Optional Council Presentation

Task 6: Final Adoption Documents

Prepare:

- Final bylaw
- Redline comparison document
- Summary of major changes
- Editable digital files, including all technical drawing files

Project Deliverables:

Minimum deliverables include:

- Existing Conditions and Gap Analysis Memorandum Engagement Summary Report
- Technical Recommendations Report, including staff and council presentations
- Draft Bylaw
- Council Presentation
- Final Bylaw
- Editable digital files

***** All deliverables outlined in this RFP should be completed by November 30, 2027.**

3. Information for Proponents

3.1 Project Resources

A list of Town of Sidney reference and resource documents is noted in Task 1 and can be provided upon request.

3.2 Project Management

Project Manager for the Town will be Corey Newcomb, Director of Community Planning (the "Project Manager") who will work closely with the consultant. The Project Manager is the point of contact at the Town and will be responsible for project execution including budget control and scheduling. All work produced by the consultant in each phase requires Project Manager sign-off for acceptance by the Town. Work produced by the consultant will be evaluated in accordance

with the approved Work Plan, additional requirements identified during work execution, and clarity, quality and budget considerations at the end of each project phase.

3.3 Project Schedule

The Town anticipates the following schedule:

Milestone	Target Date
RFP Issued	November 5, 2026
Proposals Due	December 3, 2026
Consultant Selection	December 17, 2026
Project Kick-Off	Early January 2027
Technical Recommendations Report	June 15, 2027
Draft Bylaw	August 3, 2027
Council Review	September 15, 2027
Final Deliverables	November 30, 2027

The Town may modify the schedule as required.

3.4 Budget

The overall budget for this project is one hundred and ten thousand Canadian dollars ($110,000).

3.5 Optional Tasks

Proponents may wish to identify separate and additional pricing for related tasks or projects that would provide additional value to the bylaw update. Optional task proposals should include a detailed scope of work and pricing, as well as show demonstrated value to the core project tasks.

4. Instructions to Proponents

Only complete submissions will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions, before the Closing Date. Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

The proposal may include one or more quotations, must include estimated hours and timeframe involved, and a letter of introduction, including name and address of Proponent and details of potential partnerships and business agreements contemplated for the project.

If delivered by hand/courier, Proponents can submit one original hard copy AND one (1) digital (.pdf) copy (USB), of their Proposal. The digital copy may also be delivered by email to cnewcomb@sidney.ca.

The Proposal shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP.

5. Communications and Enquiries

All enquiries regarding this RFP are to be directed, in writing or by email, to the Project Manager no later than 5 business days prior to the closing date. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Town of Sidney's option. Please direct inquiries to:

Corey Newcomb, MCIP RPP
Director of Community Planning
Email: cnewcomb@sidney.ca
Telephone: 250-655-5428

5.1 Addenda and Questions and Answers

The Town will post an electronic copy of any written Addenda or Questions and Answers regarding the RFP on the Bidding Opportunities page of the Town of Sidney's website if the Town determines that an amendment or additional information is required for this RFP. Any addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the Town. If necessary, any addenda will be posted no later than 5 business days prior to the closing date for this RFP.

5.2 Examination of RFP Documents

Proponents will be deemed to have carefully examined the RFP, including all attachments and appendices, prior to preparing and submitting a Proposal with respect to any and all facts which may influence the Proposal.

5.3 Error in Proposal

No proposal shall be altered, amended, or withdrawn **after** the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the Town has made considerable efforts to ensure an accurate representation of information in the RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a Town RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

5.4 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time **prior to** the Proposal Closing Time by submitting a written withdrawal letter or email addressed to the Project Manager. The Proposal will be returned.

5.5 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the Town in response to this RFP become the property of the Town, unless a request is made under Section 5.4.

5.6 Opening of Proposals

Proposals will **NOT** be opened in public.

6. Fees

The fee schedule for the work is to be submitted as part of the Proposal. The rates and total fees for each consultant must be identified in the fee schedule.

Any anticipated expenses are to be identified in the Proposal. The fee proposed will be considered the maximum upset fee by the Town, and any expenditures beyond that amount will require prior, written approval by the Town and will only be considered for increases in the scope of work proposed by or agreed to in advance by the Town.

7. Payment

Payment for the work will be made upon completion of specified project milestones, satisfactory to the Town. Submitted invoices for payment shall detail specific tasks completed and milestones achieved, as well as a detailed breakdown of costs for the period.

8. Evaluation and Selection Criteria

The following criteria will be used to select a Proponent who will have demonstrated a capability to complete the work described within the time frame specified, provided that this list is not exhaustive or set out in any particular order of priority:

Proponent Profile & References
• Three (3) References • Specialties or capabilities of the Proponent • Provides evidence of being able to successfully perform this work on or ahead of schedule • Credentials of staff or subcontractors assigned to this project • Experience in the preparation of similar bylaws and related planning work • Ability to distill research into plain language documents free of industry or technical jargon • Sub-contractors, roles and responsibilities, if applicable
Proposed Approach & Methodology
• Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and the expected deliverables • Shows an understanding of the consultative process with community and stakeholders • Shows an understanding of the reporting and consultation process with the Project Manager • Technical expertise in community engagement, policy development urban design and graphic design • Project design for each phase and tasks listed and creativity and feasibility in project delivery • Project schedule
Project pricing
• The fee is competitive for the work identified, expected disbursements and for additional consulting • The fee is competitive with regards to the project budget • The fee is competitive with regards to other proposals • Fee evaluation may include comparisons of hourly rates and hours of effort in determining overall value.

Value Added
• Proposal indicates that thought and consideration have gone into answering the goals of the project, highlighting any additional items or approaches

The above criteria will be weighted as follows:
Proponent Profile & References – 30%
Proposed Approach & Methodology – 40%
Project pricing– 20%
Value Added – 10%

9. Negotiation

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon negotiation by the Town with the Proponent. The Town reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the Town and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the Town may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

10. General Terms and Conditions

10.1 Right of the Town to Cancel the RFP Process

The Town is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the Town's judgement of its best interests and to proceed with the Services in some other manner separate from this RFP process.

10.2 Acceptance and Rejection of Proposals

This RFP does not commit the Town, in any way, to selecting the preferred Proponent, or to proceeding to negotiations for a contract, or to award any contract.

The Town reserves the right to:

a. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the Town's sole estimation, the personnel and/or resources of the Proponent are insufficient;
b. Amend or revise the RFP by Addenda up to the specified date and time;
c. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change prior to award of an Agreement; and

Under no circumstances shall the Town be obligated to award an Agreement solely on the basis of proposed price.

The Town may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the Town may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the Town.

10.3 No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations, or discussions with the Town or its representatives and consultants, relating to or arising from this RFP. The Town and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

10.4 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind exists prior to the signing of a formal written Contract.

10.5 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the Town, its elected officials, appointed officials or employees.

10.6 Solicitation of Council Members and Town Staff

Proponents and their agents will not contact any member of the Town Council or Town Staff with respect to this RFP, other than the Town Representative named in this document or authorized by the Town Representative, at any time. Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

10.7 Confidentiality and Freedom of Information

The Town will retain all Proposals and they will not be returned to the Proponent except for any unopened or withdrawn Proposals. All submissions will be held in confidence by the Town, with the exception of the winning proposal, which may be presented to Town of Sidney Council on an open meeting agenda. The Town is bound by the *Freedom of Information and Protection of Privacy Act (*British Columbia) and all documents submitted to the Town will be subject to provisions of this legislation.

All of the information contained within this RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner.

10.8 Consulting Services Agreement

A Consulting Services Agreement will be required between the Town of Sidney and the successful proponent.

10.9 Sub-Consulting

Using a Sub-Consultant is acceptable, provided the Sub-Consultant is clearly identified in the Proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract, and this should be clearly defined in the Proposal.

Sub-consulting to any firm or individual with current or past corporate or other interests that may, in the Town's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made to the list in the Contract, without written consent of the Town's Project Manager.

10.10 Insurance

Except as may be otherwise expressly approved by the Town in writing, the Proponent will, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Town:

a. Professional Liability Insurance (Errors and Omissions) coverage of a minimum of $500,000 per occurrence, $1,000,000 aggregate.
b. Comprehensive Liability Insurance with not less than $2,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The Town must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
c. The successful consultant must also provide the Town with a certificate issued by the insurer(s) as evidence of the coverage required, on or before commencement of the project.
d. Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the Town.
e. The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the Town for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Town.

The successful Proponent shall provide the Town with evidence of all required insurance prior to the commencement of the Services. When requested by the Town, the Proponent shall provide certified copies of required policies.

10.11 Time is of the Essence

Time is of the essence for the Contract, if awarded.

10.12 Governing Law

This agreement shall be governed by the laws of the Province of British Columbia.

11. Closing Date for Proposals

The closing date for proposals will be **4:00 p.m. local time, December 3, 2026.** All proposals must be clearly marked with the name and address of the proponent and the 'Request for Proposal' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the proponent unopened.