

ADDENDUM
SPECIAL OPEN CORE SERVICES REVIEW STEERING COMMITTEE MEETING
SHAW AUDITORIUM, 80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2015-SEP-28, AT 3:00 P.M.

	PAGES
3. ADMINISTRATION:	
(a) Replace Memorandum dated 2015-JUN-19 re: Draft Mandate with attached version dated 2015-AUG-10 re: Draft RFP.	2-4
Replace Draft Request for Proposal No. 1659: Core Services Review Consultant Services with the attached version.	5-22
4. PROCEDURAL MOTION:	
Add Procedural Motion - That the meeting be closed to the public in order to deal with agenda items under the <i>Community Charter</i> Section 90(1):	
(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;	
(k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public;	
(l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [<i>annual municipal report</i>]; and,	
(n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2).	

MEMORANDUM

To: Core Services Review Steering Committee, City of Nanaimo
From: Dr. Roshan Danesh
Re: Draft RFP
Date: August 10, 2015

Attached is a complete draft RFP for the Core Services Review. It has been developed through collaborative work with City staff and has been prepared based upon the outcomes reached by the Steering Committee during the two facilitated sessions. I am of the view the substance of the RFP reflects the discussions of the Steering Committee at those sessions. I also understand from City staff it reflects the form and structure of City of Nanaimo RFP's and includes the standard terms the City typically includes in RFP's.

Please carefully review the draft RFP to ensure it meets your expectations and requirements.

In addition to reviewing and approving the RFP as a whole, the following specific technical items were identified for Steering Committee consideration in approving the final RFP.

1. **RFP Contact:** It is imperative that a single key contact be listed as the point of contact for proponents who may have questions about the RFP. Typically, this would be a staff person who can answer the technical and logistical questions that often are raised in relation to an RFP. The point of contact also has a role to play in ensuring the fairness of the RFP process through the information and answers they provide. Given the Steering Committee's direct responsibility for the core services review we have currently listed the Mayor as the key contact in the RFP. Please confirm who you wish to be the key contact in the RFP.
2. **Budget:** RFP's will sometimes suggest an expected budget range for proposals. A budget range for the core services review is very hard to estimate. While there has been some public discussion of an estimate of around \$200,000, it is my understanding that this number was not based on an actual analysis of the cost of work that might be done. It is my expectation based on the scope of the RFP that the \$200,000 is a low figure. There are two options for the Steering Committee. (1) We could provide an estimated

☐ Council
☒ Committee Core Services Review
☒ Open Meeting Steering Committee
☐ In-Camera Meeting
Meeting Date: 2015-SEP-23

budget range in the proposal. The pro of this is that provides some direction to the proponents about the scale of costs that may be acceptable. The con of this is as the number would inevitably be arbitrary, it may result in proponents structuring their proposal more to meet the number than completing the substance of the RFP in the best way possible. (2) We could provide no budget estimates. The pro of this is it might provide a wider range of approaches to getting the work done. The con of this is that it provides little guidance to the proponents, and may result in proposals that are very high. At the same time, however, if the costs return very high it might result in an outcome where the Steering Committee can make choices through back and forth dialogue with the proponent about how to structure the work going forward. Please confirm which budget option you wish to use.

3. **Timing:** The RFP should include an anticipated timeframe (e.g. number of months) for the completion of the review. It is hard to estimate the amount of time the actual completion of the core services review will take. However, given the scope of the RFP, it appears clear that the general estimate that had been discussed publicly – 4 – 6 months – is likely to short and may result in artificially driving up the costs of the review because of the condensed timeframe. A timeframe of 8 – 12 months is currently listed in the RFP. Please confirm what the estimated timeframe should be in the RFP.
4. **Reference to Four Pillars Strategic Plan:** As directed by the Steering Committee, the City's strategic plan is included in the list of background documents that proponent (and ultimately the consultant) is asked to draw on to use as part of the work going forward. In drafting the RFP, the question arose about whether a specific reference to the four pillars in your strategic plan should be included in the "Base Terms of Reference" section. For example, reference to could be made to the consultant being asked to comment on how the options they bring forward may relate to the four pillars identified in the strategic plan. Please direct if you wish a specific reference to the four pillars, or if it is sufficient to include the plan in the list of background documents.
5. **Evaluation:** Please carefully consider the "Evaluation" section of the RFP which identifies the criteria that will be applied to choose the final consultant. These criteria have been specifically developed based on the nature of the dialogue that has taken place, and input from staff on past RFP's. Please confirm the evaluation criteria are appropriate.
6. **Deliverables:** Please carefully consider the "Deliverables" section of the RFP which identifies the deliverables expected from the successful consultant. These deliverables have been developed based on the dialogue that has taken place, as well as looking at examples of other RFP's. Please confirm the statement of deliverables is appropriate.

7. **Scope:** During the facilitated sessions it was determined that the core services review would be comprehensive in nature. We also noted, in looking at other RFP's for such reviews, that there may be a few exclusions that are necessary for basic organizational and technical reasons. Included in the RFP is a section that includes a few exclusions from the scope of the review. Please confirm the exclusions are appropriate.



REQUEST FOR PROPOSAL No. 1659

CORE SERVICES REVIEW CONSULTANT SERVICES

Issue date: August 24, 2015

Closing Location:

Purchasing Department
2020 Labieux Road
Nanaimo, BC V9T 6J9

Email: purchasinginfo@nanaimo.ca

Closing Date and Time:

Proposals must be received at the Purchasing Department prior to:
3:00 pm (15:00 hrs) Pacific Time on September 25, 2015

All queries related to this RFP shall be submitted in writing to:

Mayor Bill McKay
Chair, Core Services Review Steering Committee
Email: CSR-RFP@nanaimo.ca

- ☐ Council
 - ☒ Committee *Core Services Review*
 - ☒ Open Meeting *Steering Committee*
 - ☐ In-Camera Meeting
- Meeting Date: 2015-SEP-28



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DRAFT



INVITATION

The City of Nanaimo is seeking proposals for a qualified and experienced consultant(s) to work with City Council and its Core Services Review Steering Committee to perform a review of the City's Services and Operations. The successful Proponent(s) should have extensive experience conducting reviews for organizations similar in nature to the City of Nanaimo, including the ability to conduct all required research, coordinate and facilitate the review process, and create a core review document suitable for public review and presentation.

1. INSTRUCTIONS TO PROPONENTS

1.1 Closing Date/Time/Location

It is the sole responsibility of the Proponent to submit their Proposal to the Purchasing Department prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, September 25, 2015. Proposals received after the noted due time will not be considered. The wall clock in the Purchasing Department Office is the official time piece for the receipt of all Proposals whether by hand/courier delivery, email or facsimile.

1.2 Submission methods (use one of the methods below to submit your Proposal):

- a) *Via email at the only acceptable email address: purchasinginfo@nanaimo.ca
All email submissions must be less than 8MB*
- b) *Via hard copy: One (1) hard copy in a sealed envelope delivered to the
Purchasing Department, 2020 Labieux Road, Nanaimo, B.C., V9T 6J9*
- c) *Via facsimile at the only acceptable facsimile number: (250) 756-5327*

The City of Nanaimo will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc. It is the Proponent's sole responsibility to ensure they allow themselves enough time to submit their Proposal prior to the posted closing date and time.

1.3 Communications and Enquiries

All enquiries regarding this RFP are to be directed in writing by email, to the following person and email address only. Information obtained from any other source is not official and should not be relied upon. Cut off for questions will be 72 hours prior to closing.

Mayor Bill McKay
Chair, Core Services Review Steering Committee
Email: CSR-RFP@nanaimo.ca

1.4 Addenda

All questions will be recorded. All questions and answers will be distributed. Each 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 City's



Purchasing Department. For those firms that complete and return the "Receipt Confirmation Form" included in this document, addendums will be sent directly to the named individual. Otherwise, it is the responsibility of the Proponent to check the City's website for addendum http://www.nanaimo.ca/bid_opportunities/bid_opptunities.aspx or check with the City Purchasing Department prior to submitting your proposal.

1.5 Amendments to Proposals

Proponents may amend their Proposal submission at any time prior to the Proposal closing date and time by submitting their amendment in writing to the City's Purchasing Department.

1.6 Withdrawal of Proposals

Proponents may withdraw their Proposal submission at any time prior to the Proposal closing time by providing written notification to the City's Purchasing Department.

1.7 Irrevocability

All Proposals are irrevocable for a period of (60) business days from the closing date.

1.8 Request for Proposals (RFP) Terminology

- .1 "City" means the City of Nanaimo.
- .2 "Contract" means the written agreement resulting from this Request for Proposal executed by the City of Nanaimo and the Consultant;
- .3 "Consultant" means the successful Proponent to this Request for Proposal who enters into a written Contract with the City of Nanaimo;
- .4 "Will", "shall", "must", "mandatory" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- .5 "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this "Request for Proposal";
- .6 "Should", "desirable" or "ask" means a requirement having a significant degree of importance to the objectives of the Request for Proposal.
- .7 "Proposal" means a proposal submitted to the City in response to this RFP.
- .8 "RFP" means this Request for Proposals.

1.9 Professional Services Contract

Review the draft Professional Services Contract proposed to be used for this Core Services Review subject to mutual agreeable negotiations between the parties. (Schedule B attached.)

2. CITY OF NANAIMO BACKGROUND

Nanaimo is located on Vancouver Island and is a growing community with an estimated population of just over 87,000. The population of the City is aging, in part due to the increasing migration of older individuals seeking a particular quality of life. Unlike many other communities in Canada, Nanaimo has not suffered the same degree of declines in quality of life that growth sometimes brings. Traffic is relatively minimal, housing prices are comparatively affordable, and the environment is envious to many.



The main economic activities in Nanaimo include forestry, tourism, manufacturing, transportation and warehousing and services. Larger business sectors include construction, retail, government & education, knowledge-based companies, tourism, arts & culture, professional, scientific and technical sectors. Nanaimo's central location has helped the City develop as an important retail, service, and transportation centre for central and northern Vancouver Island.

As a corporation, the City of Nanaimo has approximately 850 employees, who are members of Management, the Canadian Union of Public Employees, and the International Association of Fire Fighters. The City Manager leads two divisions which include eight departments offering a wide variety of services to the community.

At its February 2, 2015 Council Meeting, Council directed staff to initiate the core services review process and establish a Core Services Review ("CSR") Steering Committee.

As part of this process, the City hired Dr. Roshan Danesh to facilitate meetings and assist the Core Services Review Steering Committee with establishing the Terms of Reference and scope of work to be conducted by the successful Core Services Review consultant(s).

3. GENERAL BACKGROUND ON CORE SERVICES REVIEW

Nanaimo is unique. Nanaimo has a particular demographic mix, location on central Vancouver Island, diversified economy, and cultural, social and recreational makeup. At the same time, Nanaimo exists in a dynamic context where the demands and responsibilities of municipalities are changing and growing, and there are on-going challenges and efforts to find the right balance between a wide range of goals, interests, and needs.

Periodic Core Services Reviews are an opportunity to assess the status quo, confirm strengths, and re-focus service ranges and methods of delivery as appropriate. Core Service Reviews provide a foundation of information from which the appropriate balance between Nanaimo's long-term financial health, protection of natural beauty, and social and cultural fabric can be advanced through effective City governance and decision-making.

The Core Services Review will be implemented in a collaborative and transparent manner, with participation from Council, the Steering Committee, community, staff of the Municipal Corporation, and union representatives. Through the Review process creative approaches and effective and efficient mechanisms for ensuring a sustainable and resilient future for Nanaimo will be identified, understood and implemented.

4. PURPOSE AND VISION OF THE REVIEW

The main goal of the review is to focus on the particular context, challenges and opportunities facing the City of Nanaimo.

The global review is an opportunity to compile a clear foundation of information about the current state of the City's services and programs, how they have changed over the past decade, and what projections may be into the future. It is expected the review will also generate options for consideration by Council of how challenges may be met and opportunities maximized.



5. OBJECTIVES OF THIS RFP

The primary objective of this RFP is to select the Proponent with the best combination of capability and experience to efficiently and cost-effectively undertake and successfully complete the Core Service Review.

With the highest ranked proponent, the City will attempt to negotiate a mutually agreeable contract to facilitate the timely execution of the Core Services Review.

Proposals should include sufficiently detailed information, including a detailed project plan, so as to facilitate a timely and thorough evaluation process.

6. OBJECTIVES OF THE CORE SERVICES REVIEW

The Core Services Review will be a comprehensive review and assessment by the Consultant of the services and programs of the City, and provide an assessment of the full range of options for change to meet the particular challenges and opportunities Nanaimo faces, and how the City of Nanaimo's services and programs may be delivered and resources allocated into the future.

The Review will look at where the City has been, where the City currently is, and what challenges and opportunities may arise in the future in regards to services and programs. Through this analysis, options will be generated for creative adjustments and shifts into the future, that consider the financial, social, and community impacts and benefits.

The Steering Committee will be involved and engaged in the Review through meeting with the Consultant to receive updates and information as each stage in the Project Plan is reached. Through this review and reporting with the Steering Committee there will be increased success in addressing the Terms of Reference and Deliverables on time and budget.

The Steering Committee wants to ensure that adequate engagement and research is done with both service providers and service recipients as part of reviewing and assessing services and programs, and as such the Project Plan should provide detail of the Consultant's engagement and research strategy with all stakeholders.

7. TIMELINE

It is anticipated the entire Core Review Process including final report and Council presentation is to take place within 8 – 12 months from notification of award.

8. EXCLUSIONS

The following areas are not within the scope of this review as they are operated by separate agencies:

- Vancouver Island Regional Library
- Regional District of Nanaimo

9. BASE TERMS OF REFERENCE

The City envisions the Core Services Review including the following elements. Proponents may suggest other steps or elements for meeting the intended outcomes or objectives.



- 9.1 A review of all City services and programs, and related resources. This will include:
- .1 Review of the services or programs being performed by the City, as well as those funded by the City in whole or in part but delivered by contractors, other agencies or groups.
 - .2 Develop and apply a classification system that identifies mandatory and discretionary services and programs.
 - .3 Review of the costs, revenues and net financial impact of all services and programs.
 - .4 Review the current methods of delivery (i.e. internally or contracted) of services and programs and staffing levels and categories.
 - .5 Provide and apply criteria for assessing the current benefits of the services and programs, including consideration of economic, social, and community benefits and impacts.
 - .6 Assess the changes that have occurred to services and programs over the past ten years, and potential changes in demand or need for services and programs into the future, and in particular over the next decade.
- 9.2 A review of the City's organizational structure and governance for delivering services and programs, including associated costs. This will include assessing:
- .1 Review of the current organizational structure, reporting relationships, spheres of authority, and accountability mechanisms
 - .2 Review of the overall governance of the City, including roles of various committees and boards and the authority granted to committees and boards
 - .3 Review changes that have occurred in organizational and governance structure over the last ten years.
- 9.3 A comparative review of the City's services, programs, and organizational structure with those in comparable municipalities as well as various models of best practices. The purpose of looking at comparable municipalities is to provide information and lenses for further understanding the current state of our City. Similarly, a range of models of "best practices" in service delivery and municipal governance will be employed so multiple perspectives on the state of our City can be developed.
- .1 Identify comparable municipalities for consideration as well as multiple models of best practices to be applied
 - .2 Compare the City's costs, revenues, net financial impact, benefits, service delivery method etc. for services and programs to those of comparable municipalities and best practices.
- 9.4 A review of budget and spending patterns over time and preparedness for future demands and needs for the purposes of evaluating service delivery and the overall strength and preparedness of the City to meet future needs. This will include an assessment of capital spending practices, infrastructure, taxation levels and projections, and revenue streams.

9.5 The development of options for consideration by the City for adjustments, re-orienting, or additional planning for City services, programs, and organizational structure and governance. This will include assessing:

- .1 the financial and social costs and benefits of different adjustments or shifts in services and programs and their delivery, and of changes to the organizational structure and governance of the City;
- .2 the legal, regulatory and policy opportunities and constraints for different adjustments or shifts;
- .3 strategic planning needs and opportunities that the City may wish to undertake to ensure future sustainability and resilience of services and programs, and organizational and governance strength, effectiveness, and cohesion.

10. DELIVERABLES

- 10.1 Provide written and oral updates to the Steering Committee during the course of the Core Services Review consistent with their Project Plan. It is expected the consultant will produce a plan outlining how they will provide regular updates and how these updates will be used to ensure and confirm the core services review is meeting the objectives of the RFP.
- 10.2 Provide a plan for public engagement that includes multiple opportunities for the public to provide input into the core review.
- 10.3 Provide a full draft of the Report consistent with the Project Plan, including assumptions made in preparing those draft portions.
- 10.4 Provide a final report that identifies:
 - .1 a summary of the engagement and research process including how it was conducted, who was engaged, and the results
 - .2 detailed results of the review of services and programs; comparative review including the rationale for classifications, criteria, comparables, and best practices models; and financial assessment.
 - .3 specific options and recommendations for changes, adjustments, re-orienting, or additional planning for City services, programs, and organizational structure and governance
 - .4 details of financial, social, and community impacts resulting from any options and recommendations
 - .5 an implementation plan for the options and recommendations should they be adopted
 - .6 all assumptions made in completing the reviews, assessments, and development of options and recommendations in the final report.

The consultant should deliver a final report that is specifically organized into two parts to provide (1) a clear foundation of information about the current state of the City's services



how they have changed over time, and what projections may be into the future, including challenges and opportunities; and (2) A range of options for Council to consider about meeting challenges or achieving opportunities into the future.

10.5 Present the final report to the Steering Committee, to Council and to the public as directed by the Steering Committee.

10.6 Include a provision for any post-report processes that may include roles for the external consultant to speak to the findings in the report or engage in dialogue about options.

11. EVALUATION AND SELECTION

Proponents are encouraged to keep their proposals brief, readable, and a reflection of the quality of work the City can anticipate. Proposals will be evaluated on the following criteria:

Proposal Evaluation Desirable Criteria	Point Value	X Rating	Total Score
Qualifications	20		
Experience	15		
Project Plan/Methodology/Timeline	40		
Fees	20		
Optional Interview/References	5		
Total	100		

RATING	DESCRIPTION
5	Exceeds Expectations, Proponent clearly understands the requirement, Excellent Probability of success
4	Somewhat Exceeds Expectations,
3	Meets Expectations, Proponent demonstrates a good understanding of the requirement. Good probability of success
2	Somewhat meets Expectations, Minor weakness and/or deficiencies. Fair probability of success
1	Does not meet expectations, does not demonstrate a good understanding of the requirements, low probability of success
0	Non compliant, response indicates a complete misunderstanding of the requirements, very low probability of success.

NOTES:



1. A score of ZERO (0) on ANY of the Rated Criteria items MAY result in disqualification of a Submission.
2. These are the ONLY factors which will be used to evaluate the submission.
3. The highest scoring or any submission will not necessarily be accepted.
4. The lowest price proposal will receive a rating of 5. Other proposals will receive reduced ratings based on the proportion higher than the lowest price. i.e. Rating = (Min Cost x 5)/Cost

The selection committee will proceed with an award recommendation and the City will attempt to negotiate a final agreement with the highest ranked proponent with the intent of finalizing an agreement. If the parties, after having negotiated in good faith are unable to conclude a formal agreement, The City and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the City may, at its discretion, contact the Proponent of the next highest rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded.

The City reserves the right to award the assignment in whole or in part or to add or delete any portion of the work.

12. PROPOSAL FORMAT & SUBMISSION REQUIREMENTS

Proponents should use the evaluation criteria contained in this document to provide the basis of their firm's response in order to maximize their scoring. Below is a recommended format to follow along with suggestions on what content to include. Proponents are solely responsible for providing comprehensive information related to each of the listed evaluation criteria.

12.1 Cover Letter & Signature

- .1 The Proposal should include a cover letter summarizing their Proposal and indicate why the City should select your firm.
- .2 The letter should be signed by a person authorized to legally bind the Proponent to the statements contained in the Response to this RFP.

12.2 Qualifications

- .1 Describe the principle business of the firm, identify the project team, their relationship within the project, any sub-consultants proposed, a listing of similar projects and unique approaches undertaken.
- .2 Clearly identify the person who will assume responsibility for managing review deliverables and will serve as the Proponent's main point of contact.
- .3 Provide an organizational chart for the team outlining roles and responsibilities of each member.
- .4 Provide a description of the qualifications, skills, and expertise of the nominated project lead and the assembled team in relation to the development and implementation of program or service reviews, ideally within a municipal and public sector setting.
- .5 Submit resumes or curriculum vitae for the key proposed project team members.
- .6 Provide a record of related performance and achievements of the project team.
- .7 Outline the knowledge of the project team in working in a municipal environment.

12.3 Experience



- .1 Describe the experience of the nominated team lead and the team members with projects of similar size and complexity, including experience with municipalities and/or other public agencies. Appropriate experience should be provided by the project team members in their proposed respective roles.
- .2 Proponent should describe their facilitation skills and experience in successfully working with Public Agencies, Steering Committees and the General Public.
- .3 Describe the team's municipal experience by providing a brief summary of the projects.

12.4 Project Plan/Methodology/Timeline

- .1 Demonstrate your understanding of the project scope of work, deliverables and requirements for the project.
- .2 Outline the key issues as the Proponent understands them.
- .3 Demonstrate an understanding of the trends, issues and drivers impacting municipal governments with particular emphasis on The City of Nanaimo.
- .4 Identify any potential constraints or barriers to success.
- .5 Based upon the Proponent's understanding of the scope of work, provide an outline of the proposed approach including major steps, milestones (including submission of preliminary draft reports and/or Steering Committee updates) and a description of activities that will be undertaken to address the requirements outlined in this RFP.
- .6 Describe the methodology from start to finish for addressing the required work outlining the tasks and activities that would be undertaken to provide the required deliverables and the timelines for completing them. Identify the critical path items and any City resources required to complete the work within your timelines.
- .7 Availability, capacity and commitment of proposed project team members during the required time frame and information on backup personnel at appropriate organizational levels to be given.
- .8 Briefly describe how collaboration with the City will be incorporated, and any innovative or value-added work that would be included.
- .9 Describe your firm's communication plan with the Steering Committee and communication methods that will be utilized.
- .10 Describe your public engagement strategy and process.

12.5 Fees

- .1 Provide a detailed Schedule of Effort spreadsheet that includes all hourly rates, hours assigned for each task and the staff assigned to each task.
- .2 For easy reference, include a summary page of your proposed fee structure along with the total fee for all the work contained in your RFP submission.
- .3 Include in your fee schedule a provision for any post-report processes that may include roles for the external consultant to speak to the findings in the report or engage in dialogue about options.
- .4 Provide a separate rate schedule for all costs such as travel, lodging, living expense, administrative overhead, meeting costs as well as any other associated costs.
- .5 Hourly rates and disbursements are to be firm for the project duration.



- .6 All hourly rates are to be in Canadian Dollars excluding any applicable taxes.

12.6 References & Optional Interview

- .1 After an initial review of the proposals, a proponent shortlist may be created at the City's sole discretion and references checked and interviews conducted. Interviews and reference checking will provide an opportunity for the City and the potential consultants to further gauge their fit and ability to work with each other. Short-listed Proponents maybe asked to participate in a Presentation (30 minutes) and Interview (30 minutes) process. The selection committees will then revisit their scoring matrix by scoring the Presentation/Interview and making adjustments in other areas where needed with the goal of identifying the highest ranked proponent
- .2 Proponents must provide three (3) references that demonstrate successful competency with similar work for similar clients within the past 5 years. Provide a brief description of the project, the value of the project, the timelines and all relevant reference contact information including telephone numbers and email addresses.
- .3 Alternatively, if one proponent clearly demonstrates they are the leading proponent, after the reference checks, the City retains the option of bypassing the interview process and proceeding directly to the award stage.
- .4 Additional information may be included at the Proponent's discretion but this must not detract from the ability of the City to easily reference information for evaluation purposes.

13. BACKGROUND AND REFERENCE INFORMATION

13.1 City of Nanaimo Core Review Website

www.nanaimo.ca/goto/corereview

13.2 Budget Information

<http://www.nanaimo.ca/EN/main/departments/Finance/budget-information.html>

13.3 Financial Information

<http://www.nanaimo.ca/EN/main/departments/Finance/financial-reports.html>

13.4 Official Community Plan

<http://www.nanaimo.ca/EN/main/departments/Community-Planning/OfficialCommunityPlan.html>



14. GENERAL TERMS AND CONDITIONS

14.1 Negotiation

The City reserves the right to negotiate enhancements or changes to the preferred Proposal with the proponent.

14.2 Privilege Clause

The lowest, or any submission may not necessarily be accepted.

14.3 Cancellation

The City reserves the right to cancel this call for any reason whatsoever without stating reasons therefore up until a formal award letter has been issued. The entire process is subject to final award approval by City of Nanaimo Council whom retains the ability to cancel this procurement process for any reason whatsoever without any compensation to anyone.

14.4 Business License

The successful Proponent will be required to hold a valid City of Nanaimo business license for the duration of the project.

14.5 Ownership of Proposals

All documents, including proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

14.6 Governing Law

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

14.7 Correspondence

Both parties shall designate one person from their respective organizations to be primarily responsible for coordinating contractual and financial matters.

14.8 Invoicing

The Consultant will be solely responsible for invoicing the City ensuring to include the City's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the City and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

If the City does not approve of the services or part of them which are the subject of the invoice, the City shall advise the Consultant in writing of the reasons for non-approval and the Consultant shall remedy at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

14.9 Intellectual Property

All information and data, in any form, prepared by the Consultant pursuant to this agreement, together with all designs or materials capable of intellectual property



protection, prepared, developed or created by the Consultant, its employees or agents during the performance of and/or pursuant to this agreement shall automatically become the property of the City unless specifically noted otherwise in this agreement.

14.10 Force Majeure (Act of God)

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than 30 calendar days, the City may terminate this Agreement immediately by written notice to the Consultant without further liability, expense, or cost of any kind.

14.11 Dispute Resolution

Where any dispute arises out of or in connection with this agreement, either party may request the other party to appoint senior representatives to meet and attempt to resolve the dispute either by direct negotiations or mediation. Unresolved disputes may be submitted for final resolution by arbitration administered by the British Columbia International Commercial Arbitration Centre under its "Shorter Rules for Domestic Commercial Arbitration" in Vancouver, British Columbia, Canada. Alternatively, the Parties may agree, within 30 days of request by a party for final resolution, to submit the dispute for final resolution by arbitration in another manner.

14.12 Conflict of Interest

The Consultant declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, 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 by the City to create a conflict.

14.13 Indemnification

The Consultant shall indemnify and save harmless the City, its agents, employees and elected officials from and against any and all liability whatsoever for losses, liens, charges, claims, demands, payments, suits, actions, recoveries, and judgments including legal fees and expenses of every nature and description brought or recovered against either the City, its agents and employees, or the consultant by reason of an act, error or omission of the Consultant, its agents employees or licencees in providing the services, including, without limiting the generality of the foregoing, loss or damage to property, injury to or the death of any persons, alleged copyright, patent or other intellectual property rights infringement or interference, defective design or damage to the environment.

14.14 Local Preference



Preference shall be given to suppliers located within the Regional District of Nanaimo where quality, service, and price are equivalent.

14.15 Consultants' Expense

Consultants are solely responsible for their own expenses in preparing a submission. If the City elects to reject all Proposals, the City will not be liable to any Consultant for any claims, whether for costs or damages incurred by the Consultant in preparing the Proposal, loss of anticipated profit, or any other matter whatsoever.

14.16 Independent Consultant

The *Consultant* shall be, and in all respects be deemed to be, an independent Consultant and nothing in this *Agreement* shall be construed to mean that the *Consultant* is an employee of the *Owner* or that any agency, joint venture or partnership exists between the *Consultant* and the *Owner*.

The *Consultant* shall be responsible for providing own employment insurance, WorkSafe BC coverage, business licence, income tax remittance and complying with any other applicable laws and regulations applicable to an independent Consultant.

14.17 Non-solicitation

Consultants and their agents are cautioned that solicitations of City staff, other than the identified City contact person, or members of the City Council or any Committee or Commission formed by or associated with the City during the Proposal period, or, anytime prior to award, may be cause for rejection of the RFP as this will be viewed as one Consultant seeking an unfair advantage over other Consultant.

14.18 Assignment

The Consultant shall not assign its obligations without the City's prior written agreement and consent.

14.19 Litigation Clause

The City may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the City, its elected or appointed officers and employees in relation to:

- any other contract for works or services; or
- any matter arising from the City's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment

within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.



14.20 Limitation of Damages

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, waives any claim for loss of profits if no agreement is made with the Proponent.

DRAFT



Schedule A

Receipt CONFIRMATION Form

Request for Proposals No. 1659

CORE SERVICES REVIEW CONSULTANT SERVICES

Closing date and time: 3:00 PM, Pacific Standard Time, September 25, 2015

As receipt of this document and to directly receive any further information about this Request for Proposals, please return this form to:

Purchasing Department
City of Nanaimo
2020 Labieux Road, Nanaimo, BC, V2T 4M7
Fax: 250.756.5327
Email: purchasinginfo@nanaimo.ca

COMPANY NAME: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SIGNATURE: _____