



Contract 2853P

Museum and Heritage Strategy 2006

1. Introduction

The City of Richmond proposes to engage the services of a consultant to facilitate and document the strategic planning process to develop a new Museum & Heritage Strategy. The consultant is also responsible to conduct a needs assessment for the Richmond Museum.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Submission Details

Three (3) copies of proposals marked Museum and Heritage Strategy 2006 Contract 2853P addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, **until 2:00pm, Thursday, May 18th, 2006.** Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals shall be irrevocable until the City awards this Contract or cancels this Request for Proposals, whichever first occurs.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential bidders to check with BCBid, the City's Website and/or the City's Purchasing Section to ensure that all available information has been received prior to submitting a bid.

3. Enquiries

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Telephone: 604-276-4097

Kerry Lynne Young

Buyer, Purchasing Department

E-mail: purchasing@richmond.ca

City of Richmond

3.2 Technical clarification shall be directed to:

Technical

Telephone: 604-231-6475

Connie Baxter

Supervisor, Museum & Heritage Services

E-mail: cbaxter@richmond.ca

City of Richmond

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

4. Project Background

The Richmond Museum occupies approximately 2000 sq. ft. in the Brighthouse Library/Cultural Centre. Plans for the building originally called for over 8000 sq. ft. but due to cost overruns, the capacity for all Cultural Centre facilities was diminished and the Museum space was reduced. Richmond's community museum has since operated principally from this space with an additional 4000 sq.ft. offsite storage warehouse while running a significant amount of programs through outreach facilities.

In 1996, the Richmond Heritage Advisory Committee (currently known as the Heritage Commission) and City staff completed a Heritage Strategy and Implementation Program to be reviewed on a five-year time frame. The adopted vision was that:

“Richmond residents will continue to derive social, cultural, economic benefits from a wide range of diverse and unique heritage resources by fully involving stakeholders in an ongoing process that balances fiscally responsible action with respectful preservation practices”

In 2005, City staff were directed to update the current Heritage Strategy, including Museum Services and to conduct a needs assessment for the Richmond Museum.

5. Project Scope

The project scope is twofold and it includes the creation of a Museum & Heritage Strategy and the completion of a needs assessment for the Museum.

a. To create a new Museum & Heritage Strategy. The objectives of the project are to:

- understand the current state of museums and heritage in Richmond;
- determine needs within the community and of the various sectors and develop strategies and priorities to meet those needs;
- identify, coordinate and prioritize museum and heritage planning, capital projects and operations within the City, including the need for expanded museum services and space;
- determine how museum and heritage opportunities can best be carried out by the City and outline roles and responsibilities of various stakeholders, immediately and in the long term;
- develop framework for communication between various stakeholders;
- increase awareness and understanding of the value of museums and heritage within the community and to raise their profile in Richmond;
- identify opportunities for expanding and attracting new museum and heritage tourism opportunities; and
- develop an implementation plan including policies for Council consideration.

b. To conduct a needs assessment for the Richmond Museum.

Consultant Duties

Phase 1 (2006)

In phase one of the project, the successful consultant shall:

- Become familiar with existing resources and documents.
- Outline the process and schedule to update Heritage Strategy and include Museum services; and then implement that process.
- Work with a Steering Committee to determine content and implementation plans of the new strategy.
- Determine and conduct appropriate process for input from stakeholders and the public.
- Determine and submit a draft Museum and Heritage Strategy.

Phase 2 (2007) – to be confirmed.

In phase two of the project, the successful consultant shall:

- Conduct a Museum Needs Assessment including facility, staffing and programs.

- Conduct the public process to gather information from the general public about the draft Museum & Heritage Strategy.
- Submit a final report to the Recreation & Cultural Services Department, the Richmond Museum Society and the Heritage Commission.

6. City Provided Items

The City shall provide to the successful consultant:

- Access to existing resources and documents.
- A staff team to work with consultants.
- Stakeholder and other community contacts as required.
- Meeting space.

7. Budget

A budget of \$55,000.00 (Phase 1) in Canadian dollars, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

8. Project Schedule

The project is to be completed by December 31, 2006, with work commencing as soon as possible in May 2006. A project schedule is to be submitted with the proposal.

9. Proposal Submissions

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of Museum & Heritage strategic planning and needs assessment experience.
- A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, eg., approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a priced methodology complete with a time allotment for each identified task you propose to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- A minimum of three (3) client references from projects of a similar size and scope.

10. Working Agreement

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

Proponents may include their standard terms of engagement.

11. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision
- Project Methodology and Deliverables
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Value for Money
- References
- Interview



Note: Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.

2853P

A Quotation/Proposal/Tender is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specifications are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender. |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> We are unable to competitively quote/tender at this time. |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments		Firm Name
		Address
		City
		Province Postal Code
		Telephone Number



This Agreement dated the ☼ day of April, 2005, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

☼

(the "Consultant")

Whereas:

- A. The City is ☼ (the "Event or Project");
- B. The City requires a ☼ the Event or Project;
- C. The City issued a Request for Quotation☼ for the supply and delivery of ☼;
- D. The Consultant is willing and prepared to deliver ☼;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

1.1. The Consultant shall be responsible for the following as per Request for Quotation☼/Proposal ☼ and the Consultant's submission dated ☼.

- a) ☼
- b) ☼
- c) ☼
- d) ☼
- e) ☼
- f) ☼

- g) ✖
- h) ✖

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$✖ plus GST per ✖ for the duration of the term of this agreement, but total amount of payments not to exceed \$✖ plus GST.
- 2.2. Once per month, commencing no sooner than ✖, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of ✖ (the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following ✖ targets:
 - ✖
- 3.2. The Consultant agrees to comply with following project deadlines:
 - ✖
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating ✖ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional named insured under both the Consultants' professional liability insurance and comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☒.

10. Ownership of Products

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. Related Companies

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

13. Term

13.1. This agreement is valid for the period commencing ☼ and ending ☼ (the "Expiration Date"), or such later date as may be mutually agreed upon.

14. Termination

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

15. Notices

15.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

16. Feminine/Masculine

16.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

17. General

17.1. This Agreement may be amended upon mutual agreement of the parties in writing.

17.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

17.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

Consultant

City of Richmond