



**Contract 4728P**

**Consulting Services to Develop a Strategic and Long Range Plan for the  
Richmond Public Library**

**1. Introduction**

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a consultant to facilitate and document a comprehensive strategic and long range plan for the Richmond Public Library with a public consultation process being the key component.
- 1.2 The objective of this Request for Proposal (“RFP”) 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, potential interview and selection.

**2. Definitions**

- 2.1 Throughout this Request for Proposal the following definitions apply:
  - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
  - b) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
  - c) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this Request For Proposal;
  - d) “Consultant” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
  - e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the

purchase order, including all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced
- g) “H.S.T.” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- h) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this Request For Proposal;
- j) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- n) “Services” means the same as “Work”;
- o) “Successful Proponent” means the same as “Consultant” and
- p) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

### 3. Submission Details

- 3.1 One (1) hard copy, and one additional electronic copy (on a CD ROM or memory stick) of Proposals marked **“Contract 4728P - Request for Proposal Consulting Services to Develop a Strategic and Long Range Plan for the Richmond Public Library”** and 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 3:00 pm, local time on Tuesday October 23<sup>rd</sup>, 2012. Submissions received after this time will be returned to the sender unopened.
- 3.2 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.3 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 3.4 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 3.5 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 3.6 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

### 4. Enquiries and Addenda

- 4.1 Clarification of terms and conditions of the Request for Proposal document and RFP process and all other inquiries shall be directed to:

Kerry Lynne Gillis

Buyer II, Contracting Specialist

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

Purchasing Section

City of Richmond

- 4.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 4.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of the potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:
- a) City: <http://www.richmond.ca/busdev/tenders.htm>
  - b) BC Bid:  
<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 4.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 4.5 The deadline for inquiries for this Request for Proposal is 5:00 pm, local time on Tuesday October 16<sup>th</sup>, 2012. The City reserves the right not to respond to inquiries received after this deadline.
- 4.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

## **5. Purpose of the Project**

- 5.1 The City of Richmond proposes to engage the services of a consultant to undertake a community public consultation process for the Richmond Public Library and to subsequently assist the library in developing a strategic and long range plan which will include a program of services and a proposed plan for future library facilities.
- 5.2 It is anticipated that the public consultation process will identify a variety of perspectives about how current users and non-users view the library, what services they value and what changes they would like to see. This information will be used to develop a program of library services that will meet the evolving needs of residents and help guide the Library Board in

developing a strategic and long range plan that will meet future needs of residents. Included in the strategic and long range plan will be a proposed plan for library facilities that takes fully into account City of Richmond planning for city amenities.

## **6. Project Background**

- 6.1 On April 10, 2012 Richmond City Council requested the Richmond Public Library Board to update its current Strategic and Long Range Plan in consultation with the community and present a revised Strategic Plan in 2013. Council's request stems from:
- a) Recognition of the changing demographics and growth of Richmond;
  - b) The desire on the part of the Library Board and City Council to ensure that the library's strategic and long range planning and operations integrate smoothly and efficiently with Council's goals and objectives for the City as a whole; and
  - c) An awareness that the prevalence of digital services, smartphones, tablets and social media are dramatically reshaping how users look for, use and share information and library services need to rapidly adapt to this changing environment.
- 6.2 The Richmond Public Library has four branches serving a growing city of 196,000. Approximately 50% of the population have a personal library card and approximately 80% of the population use the library. Per capita, Richmond Public Library is the most heavily used library amongst the large Urban Libraries of Canada and it is well known for its innovations and focus on excellent customer service.
- 6.3 Like all public libraries, Richmond is undergoing a dramatic change in customer expectations with a major focus being the delivery of digital services to customers' mobile devices and other platforms. At the same time, the role of programming and the library as "public place" is increasing in importance and requires a rethinking and redesign of the library's physical spaces.
- 6.4 It is recognized that the Richmond Public Library's branches are inadequate in size to meet even current demand; however, before embarking on any expansions it is necessary that there be a better informed and more up-to-date understanding of what Richmond residents want from library services in the digital age and how that translates into service delivery and physical spaces.

- 6.5 An up-to-date understanding of the community and its needs and preferences for library service is essential. This will assist the Library Board in identifying what services are most in demand, the best way of delivering services, and what impact these services will have on library building requirements.

## **7. Project Objectives**

- 7.1 The objectives of the Library Board in developing a comprehensive strategic and long range plan are:
- a) To ensure that the Library Board is able to move forward strategically and responsibly in its governance role.
  - b) To assess public awareness of, participation in and satisfaction with the library.
  - c) To ensure that the library is a reflection of the community it serves and that it meets the community's needs with programs and services that are relevant.
  - d) To provide guidance for the revamping of current library services by identifying service priorities and how best to allocate resources effectively.
  - e) To ensure that the library evolves and adapts to the ever-increasing pace of change in the information resources and tools needed to operate effectively in today's society; including how people access and use information and how people interact with one another.
  - f) To identify library building needs and to provide an overview description of the type of spaces future library buildings should provide as well as the number and location, of future library branches.
  - g) To provide City Council with the information it needs to make decisions on library services and in a format that will easily integrate with other City planning strategies and documents.

## **8. Scope of Work and Requirements**

- 8.1 The following components are part of the project:

- a) Needs Assessment

Includes an analysis of current and projected demographics and a report on the findings as they relate to library services. Library

staff will cooperate with the consultant in preparing this work in order to help control costs of the project.

b) Public Consultation

This will be the major focus for the consultants. The involvement of partners, community groups, stakeholders and residents, along with other organizations in the community with an interest in the outcome, will be crucial to the success of the project. This includes reaching out to all segments of the community. A profile of current non-users, and how to reach out to these non-users, is a desired outcome of the study.

c) Proposed Program of Services

Trends and issues impacting public libraries now and in the future need to be identified and analysed and proposed service changes recommended to meet changing needs. Library staff will have much to contribute to this but the consultants are expected to bring added value to this section.

d) Space Requirements

Coming out of the public consultation and the proposed program of services a description of the types and “look and feel” of the spaces required will be developed including a schematic design for a proto library describing the types of activities and the spaces required for these activities. Library staff will work co-operatively with the consultants on this section with the consultants responsible for documenting and providing visuals.

e) Building Program and Capital Plan

Taking into account existing library and city planning documents a building program will be outlined. It will take into account synergistic co-location with other civic or public services. City planning and finance staff will provide significant assistance in this area.

f) Strategic and Long Range Plan

All of the above components will be pulled together in a comprehensive strategic and long range plan that will provide the Library Board and City Council with the necessary information, analysis and options to develop a library action plan. The Library

Strategic and Long Range Plan will draw upon and be compatible with City of Richmond planning documents including but in no way limited to:

1. City's Official Community Plan;
2. City Centre and other Area Plans;
3. PRCS Master Plan;
4. PRCS Facilities Strategic Plan;
5. City Council Goals and Objectives and
6. City Social Policy plans and strategies.

g) Communications Plan

The Consultant will be responsible for developing and carrying out a communications plan for the strategic planning process. A partial list of elements of the plan includes:

1. Public awareness and call for public participation;
2. Present partial finding and results to Library Board on a regular basis and at key milestones;
3. Presentation of Strategic and Long Range Plan to City staff and
4. Presentation of Strategic and Long Range Plan to City Council.

8.2 It is important that the Consultant recommends a variety of ways to effectively and meaningfully involve stakeholders. This may include an appropriate mix of the following: interactive project website, focus groups, community workshops or open houses, questionnaires, surveys, and on-line discussions. Public input would likely be around identification of community needs and giving feedback about programming priorities and facility spaces.

8.3 The Consultant is asked to provide recommendations on methodology to be used for seeking input from, but not limited to, the following groups:

- a) Library users and non-users
- b) All age/demographic cohorts including non-English and limited English speakers
- c) Community groups
- d) Mayor & Council
- e) Library Board trustees and Library staff

- 8.4 Richmond is ethnically diverse (it has the highest proportion of foreign-born residents among all of Canada's municipalities, with 57% of its residents born outside of Canada). In addition, nearly 9% of Richmond residents have no knowledge of the English language. The Consultant needs to be cognisant of this fact in terms of the public process.
- 8.5 The Consultant will be responsible for the writing and preparation of all documents, graphic materials, presentation aids, web components, etc. All such materials will be presented in draft form so that library staff and Board can review, comment on, and require revision as needed.

## **9. Consultant Duties**

9.1 The Consultant shall be responsible for the completion of the following:

a) Needs Assessment

The Successful Proponent is required to design and coordinate and carry out a community needs assessment according to agreed upon process and schedule. Prepare final report on findings of the community needs assessment and present to Library Board.

b) Public Consultation

Plan, facilitate, minute and report out on community participation process. Prepare final detailed report and present to Library Board.

c) Proposed Program of Services

Based on the findings and analysis of the Needs Assessment and Public Consultation prepare a proposed program of services to meet community needs and present to Library Board.

d) Building Spaces

Based on Proposed Program of Services prepare recommendations for building facility space requirements and present to Library Board.

e) Building Program and Capital Plan

Prepare proposed building program and capital plan and present to Library Board.

f) Strategic and Long Range Plan Document

Pull all of above together and write a comprehensive strategic and long range plan and present to Library Board.

g) Communications Plan

Consultants will prepare and present an overall Communications Plan for the entire project and present to the Library Board.

h) Part of the consultants responsibilities will be to:

1. Attend client meetings as required.
2. Provide monthly progress reports.
3. Prepare all graphic and presentation materials (for public consultation and Council committees).
4. Prepare and cost of media and advertising required for public consultation.
5. Submit final reports in both hard copy (twenty copies) and electronically (digital format and PDF suitable for website posting).
6. Attend Library Board, City staff and Council meetings for discussions and presentations as directed by staff.

## 10. Project Outcomes

### 10.1 The desired outcomes of the project include:

- a) A comprehensive strategic and long range plan presented to City Council 2013.
- b) A common vision for library services amongst, Library Board and staff, City Council, city staff and the community.
- c) Recommendations for library services, programs and facilities that best meet community needs.
- d) Financial and other information to be incorporated into municipal Community Plans, capital plans, and any relevant city strategies or plans.
- e) An action plan for library development prepared and presented to City Council for approval.

**11. Deliverables**

- 11.1 The Successful Proponent will be required to provide the following deliverables to the City:
- a) Study results:
    - i. Materials and results compiled into one document in 8 ½ x 11 format.
  - b) Complete Plan:
    - i. Digital file and twenty (20) full colour hard copies compiled into one document in 8 ½ x 11 format.
- 11.2 Note that all documents are to be submitted to the City in original software format (not in PDF files), in addition to the above requirements.

**12. Project Schedule**

- 12.1 The Library Board's goal is to have its strategic and long range plan in place by January 2014. To achieve this goal, a very aggressive timeline will be necessary. Proponents are to offer a feasible timeline and comment on potential difficulties and provide options.
- 12.2 A detailed project schedule is to be submitted with the Proposal.

**13. Budget**

- 13.1 A budget of \$110,000.00 Canadian, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

**14. City Provided Items**

- 14.1 The City will provide the following items to the Successful Proponent:
- a) Access to existing resources and documents.
  - b) A staff team to work with consultants.
  - c) Stakeholder and other community contacts as required.
  - d) Administration assistance with organising community consultation events.
  - e) Review of draft reports.
  - f) Meeting space.

- 14.2 Any expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

## **15. Submission Format**

- 15.1 All Proponents should provide the following information with their Submissions and in the order that follows:

### **SECTION A: Cover Letter and Executive Summary**

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.
- b) The executive summary should provide a synopsis of your overall approach and key points in your Proposal.

### **SECTION B: Table of Contents**

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

### **SECTION C: Experience, Reputation, Capacity, Team Composition and Resources**

- a) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP.
- b) Provide sufficient information about your company that includes, but is not limited to the following:

#### Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.

- ii. Any other name(s) Proponent is, or has, been doing business under.
- iii. Location of head office and subsidiary offices, as applicable;
- iv. Number of employees;
- v. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- vi. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Proponent's experience with providing the types of services required by this RFP;
- vii. Detailed information of the Proponent's years of relevant experience in providing the services required by this RFP;
- viii. An organization chart of the Proponent's organizational structure as this will relate to the Proponent's team members that will be assigned to perform the services under this Contract. This should include the Proponent's internal reporting structures;
- ix. Team Composition – provide a complete listing of all resources who will be assigned to this project. Resources will be identified as follows:
  1. A list of all personnel assigned to this project:
    - a. A brief resume identifying each individual's qualifications and experience.
    - b. number of years each individual has worked for the company and specific projects worked on.
  2. A description of available support staff and firm resources
  3. Confirmation of the availability of the key staff during the required time frame
- x. **Note:**
  1. No substitutions to the Proponent's proposed team will be allowed to perform the services without permission by City staff.

#### Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their experience, capacity and resources which they feel would be informative and beneficial to the City.

#### Part 3: References

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past five (5) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

#### **SECTION D: TECHNICAL INFORMATION**

- a) In this section Proponents should provide:

##### Part 1: Methodology, Work Plan and Schedule

- i. In this section, provide a specific timetable, milestones, meetings and detailed work plan for the Project, including timelines for completion of specific tasks, time requirements and identification of specific deliverables
- ii. List the City's staff, and time requirements of each that would be required to participate during the performance of the Services.
- iii. A short narrative (no more than two pages) that illustrates the Proponent's understanding of the Project (including background, objectives and scope), the Requirements, Project deliverables and Project objectives and how these will be achieved by the Proponent's methodology;
- iv. A methodology that describes the key elements of the approach that would be employed by the Proponent in undertaking this Project for the City as outlined in this RFP. Step by step procedures, documentation and a schedule of activities which indicate how it proposes to meet these needs should also be provided. This methodology should also include information explaining each project task, including what will be expected of both the consultant and the City with respect to each task, and how the tasks achieve the project objectives/outcomes. This section should be clearly laid out, with each task succinctly described, and deliverables/outcome associated with each task identified.
- v. A detailed Project schedule of all activities, including milestones, project meetings, public consultation strategy, interim reports and progress reports required for this Project.
- vi. A detailed description of Project deliverables that will be provided to the City.

### Part 2: Applicable Standards

- i. Proponents should reference all applicable standards to be used in determining and completing their methodologies. If there are any standards specific to the Proponent's firms (not required by applicable industry standards) that will be applied during the performance of the services, then these should be specified in the Proposals as they will need to be considered by the City.

### **SECTION E: FEES**

- a) In this section Proponents should provide pricing, payment options and cost saving strategies to the City, including:
  - i. Total fees to complete the Plan.
  - ii. A fee schedule complete with a time allotment for each identified task (including a time allocation for each team member broken down according to each task) that 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 hourly 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. The fee schedule should be submitted in the format included with this RFP as Appendix One.
- b) Confirm that all invoices are to be paid in Canadian Funds;
- c) Provide all payment terms and options available and any cost saving strategies that will benefit the City.

### **SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE**

- a) In this section Proponents should provide:
  - i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
  - ii. Confirmation of Required Insurance (See section 9.1 of [http://www.richmond.ca/\\_shared/assets/General\\_Conditions\\_for\\_Consulting\\_Services\\_Provided\\_to\\_the\\_City28608.pdf](http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf)).
  - iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

**SECTION G: CONTRACT TERMS**

- a) In this section Proponents should provide:
- i. Proponents are to use this section to list their contract terms. These terms will be reviewed and at City's sole discretion, may be accepted subject to negotiation, or rejected. The City will not be obligated for any reason to accept or negotiate any of the Proponent's terms.
  - ii. Proponents may submit a copy of their standard or prototype agreement with their Proposal for reference purposes and consideration.
  - iii. Proponents may list separately any contractual terms which should be included as part of the Agreement if awarded to the Proponent and which would be a condition to acceptance of its Proposal.
  - iv. The City of Richmond reserves the right to accept or reject all or part of any Proposal including, but not limited to, the right to request a change of a specific individual sub-consultant(s) or sub-consulting firm(s) and/or to substitute or add individual team members.
  - v. The prime Consultant team member shall not (without the written consent of the City of Richmond) change, substitute any team member or sub-consultant or assign the benefit of or delegate its obligations under this Request for Proposal in whole or in part once the final team composition is determined and the Proposal for Services is submitted.

**16. Evaluation of Proposals**

- 16.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 16.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.

- 16.3 Proposals will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) Understanding of project objectives/outcomes and vision;
  - b) Quality of methodology (including time and resource impact to City staff) including.
    - i. Approach to public consultation and stakeholder involvement and
    - ii. Project deliverables.
  - c) Quality and creativity of public consultation process;
  - d) Capacity of the firm to complete the Strategy, company reputation and resources; experience and qualifications of those staff to be assigned to the Services. In addition, the City will place consideration on the Proponent's:
    - i. Business and areas of expertise as well as ability to demonstrate the required skills and experience in providing completing the Strategy and
    - ii. Ability to communicate and work effectively with the City.
  - e) Schedule and strategy for sequencing of the Work;
  - f) Fee allocation to tasks and value for money and
  - g) Clarity and brevity of the Proposal.
- 16.4 Proponents may be scheduled for interviews at the discretion of the City.
- 16.5 Reference checks may also be conducted by the City.
- 16.6 Prior to Contract award, the Proponent will be required to demonstrate financial stability the Proponent will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 16.7 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 16.8 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any

conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

## **17. RFP Process**

17.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:

- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
- b) accept a Proposal which is not the lowest cost Proposal;
- c) accept all or any part of a Proposal;
- d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
- g) cancel the RFP process at any time and reject all submissions;
- h) not accept any Proposal in response to this RFP;
- i) reject a Proposal even if it is the only Proposal received by the City;
- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;

- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.

17.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

## **18. Negotiations**

18.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
- c) specific contract details as deemed reasonable for negotiation by the City.

18.2 If a written contract cannot be negotiated within thirty (30) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

## **19. Working Agreement**

19.1 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 Proponent's Submission and any negotiated modifications thereto.

## **20. Award of Contract**

20.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

20.2 No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The City is not obligated to any

Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.

20.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order including the standard purchase order terms and conditions;
- b) Or any mutually agreed to amendments between the Proponent and the City;
- c) The Proposal; and
- d) The RFP and any subsequent addenda.

20.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.

20.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

## **21. Publication of the Results of the Request for Proposal**

21.1 The City will publish the name of the successful Proponent on the websites listed in section 4.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

## **22. General Terms of this Request for Proposal**

22.1 All Proposals shall remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Proposal has been accepted.

22.2 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 its own discretion.

22.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind

whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

- 22.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 22.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 22.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 22.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 22.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 22.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

### **23. Ownership of Proposals**

- 23.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

**24. Conflict of Interest**

- 24.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.
- 24.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, 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.

**25. Confidentiality**

- 25.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 25.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

**26. No lobbying**

- 26.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFP or the Project except via the designated Contact Person in Section 4.1.

**27. Information Disclaimer**

- 27.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 27.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information,

advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

- 27.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 27.4 While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

## **28. Freedom of Information and Protection of Privacy Act (BC)**

- 28.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.