



REQUEST FOR PROPOSAL

RFP 2016-07
December 20, 2016

Amalgamation Study Consultant

c/o City of Duncan, Administration
Attention: Talitha Soldera, Director of Finance
City of Duncan, 200 Craig Street,
Duncan, BC, V9L 1W3

Submission Deadline: - January 13, 2017

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REQUEST FOR PROPOSAL

Amalgamation Study Consultant: RFP-2016-07

DEFINITIONS

“**CONTRACTOR or CONSULTANT**” means the Proponent whose Proposal has been accepted by the City of Duncan and Municipality of North Cowichan and is awarded a contract by the City of Duncan to carry out the Work.

“**CITY**” means the City of Duncan.

“**MUNICIPALITY**” means the Corporation of the District of North Cowichan also referred to as the Municipality of North Cowichan.

“**PROPONENT**” means the responder to this RFP.

“**PROPOSAL**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

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

“**WORK**” means anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1.0 - INTRODUCTION

1.1 PURPOSE

The City of Duncan and Municipality of North Cowichan are seeking a consultant to assist with the establishment and conduct of an Amalgamation Study which will examine the costs and benefits of amalgamation through the process identified in Section 4.3 (Work Plan). In May of 2016, the Duncan and North Cowichan councils each passed resolutions directing their staff and a couple of councilors from each municipality “to draft a process for conducting an amalgamation study, along with a citizens' assembly that will make a recommendation to both Councils on amalgamation of the two municipalities, with the aim to complete the entire study process within the current term.” This process was developed and subsequently approved by both councils who have now approved the terms of this RFP.

1.2 BACKGROUND

During the 2014 municipal election, Duncan and North Cowichan each included a non-binding opinion question on their ballots regarding amalgamation of the two municipalities. In North Cowichan, 68% of electors favoured conducting a study to explore the costs and benefits of amalgamation. In Duncan, 52% of electors favoured conducting an amalgamation study.

Both Councils agree that it is important to keep an amalgamation study as unbiased as possible and believe that the use of a Citizens' Assembly will help avoid the appearance of bias. To this end, Duncan and North Cowichan have decided to commission an amalgamation study using an independent and qualified consultant guided by an advisory panel. The Amalgamation Study will be presented to a Citizens' Assembly who will consider the results of this study and make recommendations to both Councils at a joint meeting.

The Citizens' Assembly contract has been awarded to MASS LBP who is currently recruiting participants and will begin meetings in January of 2017.

2.0 - INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION OF PROPOSALS

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to the following:

**Talitha Soldera
Director of Finance
200 Craig Street
Duncan, BC V9L 1W3**

3 hard copies of the proposal should be received on or before the **Closing Time** of:

**TIME: 4:00 p.m. PST
DATE: January 13, 2017**

It is the Proponent's sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax (250-746-6129), email (duncan@duncan.ca) or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the City prior to the Closing Time.

Proposals received after the Closing Time may not be accepted or considered.

2.2 INQUIRIES

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the City and posted on BCBid. It is the responsibility of the Proponent to check for Addenda. All Addenda will become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the City, the Municipality or staff and a Proponent will not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the City or Municipality, including members of the evaluation committee and any elected officials of the City or Municipality, or with the media, may result in disqualification of the Proponent.

3.0 - GENERAL TERMS OF PROPOSAL PROCESS

3.1 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the City or Municipality will be accepted. Neither the City nor the Municipality shall be responsible for any costs involved in or associated with any meetings, discussions or negotiations following submission that could lead to acceptance of the Proposal and award of a contract.

3.2 PROPOSAL EVALUATION

The City and the Municipality recognize that “Best Value” is the essential part of purchasing a product and/ or service and therefore may prefer a Proposal with a higher price, if it offers greater value and better serves the City and the Municipality’s interests, as determined by the City and the Municipality, over a Proposal with a lower price. Appendix “ A ” contains the information regarding how Proposals will be evaluated.

The City and the Municipality, at their sole discretion, reserve the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal they consider not in their best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposal;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist in evaluating Proposals;
- Negotiate changes with a preferred Proponent; and
- Withdraw the Request for Proposal.

3.3 PROPOSAL PRESENTATION

The City and the Municipality reserve the right to request one or more of the Proponents whose submissions are of particular interest, to make oral presentations.

3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the City and the Municipality and will not be returned to the Proponent. The City and the Municipality will consider all Proposals submitted as confidential but reserve the right to make copies of all Proposals received

for internal review and for review by their financial, accounting, legal, and technical consultants.

Proponents should be aware that the City and the Municipality are “public bodies” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information, the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5 CONFLICT OF INTEREST

A Proponent must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City or the Municipality, its elected or appointed officials or employees, any property ownership (direct or indirect) in the jurisdictions. The City and the Municipality may rely on such disclosure.

3.6 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent must have no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the City or the Municipality in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8 NO CONTRACT

This RFP is not a tender and does not commit the City or the Municipality in any way to select a preferred Proponent. By submitting a Proposal and participating in the process

as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the City or the Municipality by this RFP or submissions prior to the completed execution of a formal written contract.

3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from the City and the Municipality through a joint letter and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the City to perform the works or services set out and agreed upon in the Proposal.

The contract attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10 PROPOSAL CONTENT

Content to be included in the Proposal, but not limited to:

- Contact Information: Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.

- Project Manager: The Proposal must:
 - Identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the City and the Municipality;
 - State his or her position and professional discipline;
 - Describe the work to be performed by the project manager, his or her qualifications and substantive experience directly related to the proposed Work.

- Proposed Project Team: The Proposal must:
 - List key individuals including the project manager who will have major responsibilities for the performance of the Work;
 - Describe the work to be performed by each listed individual and their qualifications in terms of education and substantive experience directly related to the proposed project.

The Proposal should include the following endorsement:

"Identified Key Project Team members may only be replaced with written approval of the City and the Municipality."

- Methodology: The Proposal must:
 - Contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget, and quality control;
 - Discuss how each task will be carried out and what services or interaction is required from/with the City and the Municipality;
 - Suggest alternatives, if appropriate;

- Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- References: The Proposal must:
 - Provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

3.11 SUBCONTRACTORS

The Proposal must include the company name of all sub-contractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The sub-contractors and sub-consultants listed in the Proposal may not be changed without the written consent of the City and the Municipality. If the City and the Municipality so require, the Proponent must be prepared to confirm to the City and the Municipality the competence of sub-contractors and sub-consultants prior to acceptance of the Proposal.

3.12 PROPOSAL CONTENT & INNOVATION

The Proponent must address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost saving initiatives, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.13 WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and must, at the time of signing the contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

4.0 - SCOPE OF WORK AND SCHEDULE

4.1 STATEMENT OF UNDERSTANDING

The Proponent must show that it has an understanding of what the Work involves and what is required to complete the project. The Proponent is responsible to demonstrate that it possesses the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

4.2 SCHEDULING

Proponents must provide a proposed project schedule indicating the tasks and deliverables. Time is of the essence in this project. It is anticipated that the process will begin in January of 2017 with the final report presented to the Citizens' Assembly Consultant by March 20, 2017.

4.3 WORK PLAN

The Amalgamation Study Consultant will work with a steering committee made up of two councillors from each local government with staff support to recommend participants in a Study Advisory Panel. The final makeup of the Study Advisory Panel will be confirmed by both Councils.

The Study Advisory Panel (the Panel) will be made up of 4-6 people who are knowledgeable about Local Government and local context, yet "above the fray" to have an objective view. The Panel will work with the Study Consultant to:

- Inform the assumptions of the study such as:
 - Service delivery levels
 - Staffing levels
 - Fleet management opportunities
 - Etc.

The Amalgamation Study Consultant will prepare a report that will include:

- A description of the existing municipal structure including: population, settlement structure, tax base, and a review of community issues.
- Service Delivery:
 - Details of existing services including jurisdiction, costs, fees, service areas and locations, capacity, standards and service levels, capital investment plans etc.
- Financial Overview
 - Property taxes and other charges for a range of properties;
 - Exploration and explanation of the potential shift in property taxes;
 - Comparison of basic municipal indicators with those of existing comparable municipalities including tax multiples, population and service levels.
- Administrative implications of amalgamation:
 - Address specific local financial issues;
 - Assess any cost differences in municipal staffing standards;
 - Make recommendations on any transition measures that may smooth an amalgamation process if it proceeds.
- Answer any questions posed by the Citizens' Assembly.

The Amalgamation Study Consultant must attend two Citizens' Assembly meetings:

- Saturday, February 25, 2017 where the Citizens' Assembly will pose some questions to the consultant for investigation as part of the Amalgamation Study, and
- Saturday, April 1, 2017 where the report will be provided to the Citizens' Assembly who will have the opportunity to ask questions or seek clarification.

The City and the Municipality may negotiate with a preferred consultant to minimize or change some of the requested duties prior to signing a contract.

5.0 - COMMUNICATIONS

Regular updates to the steering committee are required throughout the project. The Proponent should indicate how they propose to meet this requirement (i.e. weekly emails, written reports).

6.0 - FEES AND DISBURSEMENTS

The Proponent must provide a lump sum fee Proposal. Any costs incurred by the Consultant above the submitted lump sum cost will be the sole responsibility of the Consultant unless pre-approved by the City and the Municipality.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for the project must be included in the Proposal in sufficient detail to facilitate evaluation of the level of effort by task and cost. Specific cost for each open house should also be detailed.

Fee Estimates must include all applicable taxes, but show taxes as separate items.



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December 20, 2017

APPENDIX "A"

Request for Proposal
Evaluation Form

APPENDIX “A”

REQUEST FOR PROPOSAL EVALUATION FORM

Proponent’s Name: _____			
Project Title: Amalgamation Study Consultant			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted (if applicable)		
	Project Manager identified		
	Proposed project schedule included		
	Reference List		
	Hourly rates provided		
	Lump sum fee estimate included		
Complete proposal as requested			
Step 2:			Points
Proponent	Qualifications of firm and project team members		
	Experience of firm and project team members		
	Past Performance / References		
	Resources		
Proposal	Scope		
	Methodology		
	Scheduling		
	Project Team - Level of Effort		
	Clarity of Proposal		
Price	Points for Price		
Total Score	Proponent + Proposal + Price Scores		