

File No.: 04-1000-20-2018-578

February 4, 2019

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of October 30, 2018 for:

**Full contract with the firm Delaney and Associates, which has been hired by the Park Board to assist with the VanSplash Community Advisory Group Development.**

**Date Range: January 1, 2018 to October 15, 2018.**

All responsive records are attached.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2018-578); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,



**Barbara J. Van Fraassen, BA**  
**Director, Access to Information & Privacy**

*Barbara.vanfraassen@vancouver.ca*  
*453 W. 12th Avenue Vancouver BC V5Y 1V4*  
*Phone: 604.873.7999*  
*Fax: 604.873.7419*

Encl.

:kt



**PROFESSIONAL SERVICES AGREEMENT**  
**CONSULTANT FOR VANSPLASH - ADVISORY**  
**COMMITTEE PROCESS**  
**RFP No. PS20181262**

THIS AGREEMENT is made as of the 14 day of September, 2018 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

Doing business as  
**DELANEY + ASSOCIATES**  
700 – 838 Hastings Street  
Vancouver, BC, V6C 0A6, Canada  
t. 778.851.1023

(the "Consultant")

official name:  
Richard M Delaney &  
~~Associates~~ Associates Inc.

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

→ 1735 Bellechasse  
Ottawa, ONT  
K1C 6W4

**BACKGROUND:**

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1.0 INTERPRETATION**

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **"Agreement"** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **"City's Site"** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **"Confidential Information"** has the meaning set out in Section 15.1
- (f) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **"Deliverables"** has the meaning set out in Section 17.1;
- (h) **"Fee Invoice"** has the meaning set out in Section 5.1;
- (i) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (j) **"Living Wage"** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which includes: (i) direct wages; and (ii) the value of any non-



mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;

- (k) **"Living Wage Certifier"** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Consultant in writing;
- (l) **"Living Wage Employee"** means any and all employees of the Consultant and all Sub-contractors of the Consultant that perform any part of the Services on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;
- (m) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (n) **"Proposal"** means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (o) **"RFP"** means Request for Proposal PS20181262 CONSULTANT FOR VANSPLASH ADVISORY COMMITTEE PROCESS, together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (p) **"Services"** has the meaning set out in Section 2.1;
- (q) **"Social Enterprise"** means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate;
- (r) **"Student"** means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Consultant or a Sub-contractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (s) **"Sub-contractor"** has the meaning set out in Section 4.1; and
- (t) **"Term"** means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices B and C;
- (b) the Proposal; and
- (c) the RFP.

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation".

## 2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and
- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

2.2 The Consultant will be fully responsible for:

- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;

- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
  - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
  - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
  - (b) in accordance with sound current professional practices and design standards; and
  - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
  - (a) the requirements and appendices of this Agreement, or
  - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.

- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

### **3A Living Wage**

- 3A.1 Subject to Section 3A.2, it is a condition of this Agreement that, for the duration of the Term, the Consultant pays all Living Wage Employees not less than the Living Wage.
- 3A.2 Notwithstanding Section 3A.1, the Consultant has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.
- 3A.3 The Consultant shall ensure that the requirements of Section 3A.1 apply to all Sub-contractors.
- 3A.4 A breach by the Consultant of its obligations pursuant to Sections 3A.1 and 3A.3 shall constitute a material breach by the Consultant of this Agreement that shall entitle the City to terminate this Agreement with immediate effect if the Consultant has not remedied such breach within the time period specified by the City in writing to the Consultant.
- 3A.5 The Consultant shall maintain up-to-date records and accounts which clearly document its satisfaction of the requirements of this Article 3A and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Consultant (subject to reimbursement of the Consultant's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Services or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Consultant in accordance with this Section 3A.5 shall be deemed to be Confidential Information.
- 3A.6 The Consultant shall prepare and submit to the City in a format reasonably acceptable to the City before January 31 of each calendar year of the term or, for each partial calendar year of the term, within 30 days of the expiry of the term a living wage report setting out:
- (a) the number of Living Wage Employees of the Consultant and each Sub-contractor who were paid a Living Wage pursuant to this Section 3A during the previous calendar year or portion thereof that would not have received a Living Wage for substantially similar work but for the obligations of the Consultant pursuant to this Section 3A; and
  - (b) the total incremental costs incurred by the Consultant, including any amounts paid to Sub-contractors, in order to fulfill its obligations pursuant to this Section 3A to pay a Living Wage to the Living Wage Employees described in Section 3A.6(a).

### **4.0 SUB-CONTRACTORS**

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-

contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.

4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.

4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

## 5.0 BASIS OF PAYMENT TO THE CONSULTANT

5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant:

- (a) the fees set out in Appendix D; and
- (b) subject to any "Fixed Disbursement Amount" defined herein, reimbursements for disbursements reasonably incurred by the Consultant in the performance of the Services, which shall be at actual cost without any addition for overhead or profit;

plus GST and PST as applicable to the sale made to the City hereunder.

5.2 Following the completion of each of the deliverables set out in Appendix D, the Consultant will submit to the City an invoice (each, a "**Fee Invoice**") in the form set out in Section 5.3 below setting out the fee payable by the City for the Deliverable in the amount set out in Appendix D, any disbursements related thereto and any GST and PST.


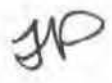
5.3 Following receipt of a Fee Invoice, the City's Project Manager shall review the invoice and raise any concerns with the Consultant within ten business days of receipt of the Fee Invoice. If the City's Project Manager raises any concerns with the invoice or requests additional information in respect of the invoice, the Consultant, if so requested, shall provide such information or will meet with the City's Project Manager to expedite and settle the disputed amount. Each invoice must contain:

- (a) the Consultant's name, address and telephone number;
- (b) the City purchase order number;
- (c) the name of the City's Project Manager;
- (d) the invoice number and date;
- (e) details of any applicable taxes (with each tax shown separately); and
- (f) tax registration number(s).

5.4 Except for amounts of Fee Invoices which the City in good faith is disputing and except for Fee Invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence or a meeting pursuant to Section 5.3, the City shall pay all Fee Invoices submitted to it for the Services within thirty (30) days of receipt thereof.



- 5.5 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$2,300.00 (the "Fixed Disbursement Amount").
- 5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.7 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to details of all disbursements and percentage amounts of work completed. The City shall for the purpose of review and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and review for a period of one year after the termination for any reason of this Agreement.
- 5.8 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 6.0 CHANGES TO SCOPE OF SERVICES**
- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case, the fees payable pursuant to this Agreement and any specified delivery dates for Deliverables will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Appendix 6 hourly wages the Proposal.]
- 7.0 RELEASE AND INDEMNIFICATION**
- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.

- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 8.0 **INSURANCE**
- 8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements. 
- 9.0 **WORKSAFEBC** 
- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

**10.0 CITY INFORMATION/APPROVALS**

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

**11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY**

- 11.1 The City appoints Leila Todd [leila.todd@vancouver.ca](mailto:leila.todd@vancouver.ca) as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of Leila Todd's appointment as the City's Project Manager by the City, Leila Todd will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by Leila Todd, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints Jennifer Miller [jennifer@rmdelaney.com](mailto:jennifer@rmdelaney.com) as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

**12.0 TERM OF AGREEMENT**

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by July 2019 (the "Term").



## 12.2 Schedule

Steps	Project Component*	Estimated Completion Date**
1	Project Start Up Meeting	September 2018
2	<b>Committee Set Up</b> <ul style="list-style-type: none"> <li>A. Finalize Advisory Committee Process Framework</li> <li>B. Develop Advisory Committee Terms of Reference (TOR)</li> <li>E. Develop and Execute Advisory Committee Selection Process</li> </ul>	October 2018
Park Board	Approval of Proposed Committee Members	November 2018
4	Advisory Committee Session (1) Introduction and On-Boarding	December 2018
5	<b>Aquatic Facilities Site Review (2)</b> Selection of field trips in advance and the field trip component	December 2018
6	Advisory Committee Session (3) - Introduction City-wide approach to planning, trade-offs, strategy, scope and aquatic planning literacy	January 2018
7	Advisory Committee Session (4) - Concerns and Priorities	February 2019
8	Advisory Committee Session (5) - Desired Outcomes. What are the keys to success?	February 2019
9	Advisory Committee Session (6) - Draft Strategy Vision and Principles: review and comment	March 2019
10	Advisory Committee Session (7) Overview of Draft Strategy in light of proposed revised Vision and Principles	March 2019
11	Advisory Committee Session (8) - Draft Recommendation	April 2019
Park Board	Workshop for the Park Board Commissioners	April 2019
12	Advisory Committee Session (9) - Revised Strategy	May 2019
13	Draft Summary Report	June 2019
14	Finalized Summary Report	July 2019

### 13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$12,800.00 (excluding all taxes).

### 14.0 ASSIGNMENT

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:
- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
  - (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

### 15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
  - (b) information which was previously in the Consultant's possession and did not originate from the City; and
  - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed

to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 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 services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
  - (b) expiration or earlier termination of this Agreement; and
  - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

- 15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

#### 16.0 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which

could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

## 17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the “**Deliverables**”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.

17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:

- (a) the date specified in this Agreement for the delivery of such Deliverable;
- (b) immediately on the date of expiration or sooner termination of this Agreement; or
- (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.



- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
  - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
  - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.
- 18.0 NOTICES**
- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12<sup>th</sup> Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).
- 19.0 NO CONFLICT OF INTEREST**
- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other

proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
  - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

## 20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

## 21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

## 22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

## 23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

#### 24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

#### 25.0 TIME FOR PERFORMANCE

- 25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

- 25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub-Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

#### 26.0 GENERAL


- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.



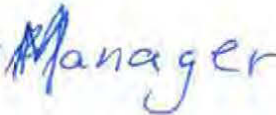
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

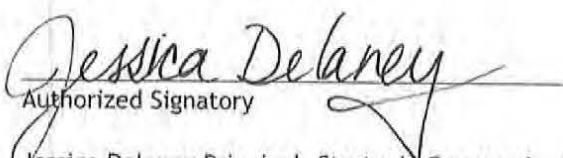
CITY OF VANCOUVER

  
Authorized Signatory

Paul Bruce Supply Chain Management Manger

  
Manager

DELANEY + ASSOCIATES

  
Authorized Signatory

Jessica Delaney Principal, Strategic Communications + Engagement



## APPENDIX A - INSURANCE REQUIREMENTS

**A1.1 Required Types/Amounts** Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

**A1.2 Required Policy Terms**

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice ,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

**A1.3 Insurance Certificate**

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

**A1.4 Sub-Contractors' Insurance**

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

**A1.5 Insurance Requirements Additional to any other Requirements**

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

**A1.6 Insurance Requirements Independent of Agreement Obligations**

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B - PROPOSAL

Attached

21 August, 2018

# RFP No. PS20181262 Response: Consultant for VanSplash – Advisory Committee Process

## **VANCOUVER**

700 – 838 Hastings Street  
Vancouver, BC, V6C 0A6,  
Canada

t. 778.851.1023  
f. 613.837.2806

## **OTTAWA**

1735 Bellechasse Place  
Ottawa, Ontario, K1C 6W4,  
Canada

t. 613.837.5890  
f. 613.837.2806



Ms. Janet Patko, Buyer II  
City of Vancouver  
[Janet.patko@vancouver.ca](mailto:Janet.patko@vancouver.ca)

Dear Ms. Janet Patko,

Thank you for the opportunity to provide a proposal and quote to support the VanSplash Advisory Committee Process.

As you will see in the proposal details to follow, Delaney + Associates is well-positioned to support the City of Vancouver with this work. We are:

- Experienced in facilitating complex meetings, planning Advisory Committee process development, and executing communications strategies,
- Neutral third-party facilitators based in Vancouver,
- A team with highly experienced and certified IAF facilitators and IAP2 trainers, and
- Confident that we meet and exceed the requirements to successfully deliver services in all areas of the Scope of Work outlined in RFP No. PS20181262.

Delaney + Associates is a stakeholder and community engagement firm with more than 20 years of experience developing meaningful, authentic engagement processes, and facilitating meaningful dialogue to help groups with varying and divergent interests reach consensus or supportable conclusions.

We are experts in facilitation – we have multiple Certified Professional Facilitators on staff, and we regularly train others in engagement planning and purposeful facilitation, through our proprietary two-day workshop called Facilitating Engagement. We are also experts in International Association for Public Participation (IAP2) engagement planning methodologies and applying diverse techniques.

Our approach to every meeting and engagement session is to develop objectives-driven agendas and then apply a variety of engagement techniques to achieve those objectives. We carefully and deliberately plan all aspects of each session using our detailed annotated agenda format so that there are no surprises in the meeting – for the client, or participants. As a neutral third-party we use facilitation best practices we have honed over the years and work collaboratively with the project team to ensure the process provides the necessary information/input to advance decision making.

We trust that our proposal clearly outlines how we can support the City in facilitating these Advisory Group meetings, and we thank you for the opportunity to submit a proposal.

Sincerely,



Jessica Delaney  
Principal, Strategic Communications + Engagement  
Delaney + Associates

APPENDIX 1  
PART C - FORM OF PROPOSAL  
RFP No. PS20181262, CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS  
(the "RFP")

Proponent's Name: R M Delaney and Associates Inc. (operating as Delaney + Associates)  
"Proponent"

Address: 700 - 838 West Hastings Street, Vancouver, B.C. V6C 0A6

Jurisdiction of Legal Organization: Regional Municipality of Ottawa - Carleton

Date of Legal Organization: June 25, 2006

Key Contact Person: Jessica Delaney

Telephone: 778-887-9545 Fax: 778-737-3037

E-mail: jessica@rmdelaney.com

The Proponent, having carefully examined and read the RFP, including all amendments thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 4 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:



21 August 2018

Signature of Authorized Signatory for the Proponent

Date

Jessica Delaney, Principal, Strategic Communications and Engagement

Name and Title



### Executive Summary

Provide a brief executive summary of your Proposal.

Delaney + Associates is a team of experienced engagement and facilitation experts. We have in-depth knowledge of public participation processes, and extensive past experience of working with advisory groups, tasks forces, and citizen juries. We are keenly aware of challenges involved in bringing people with diverse interests together and have a history of success in addressing challenges associated with advisory groups in particular. We apply approaches to managing conflict and building consensus by identifying opportunities for collaboration and clearly articulating the “givens” or non-negotiables. Our project management approach is to build incremental process buy-in with process participants and to secure step-by-step sign-off by the client. In addition to this, clear and well documented communications, a clear and plain-language terms of reference, and opportunities for stakeholders to co-design and provide input wherever possible are all proven methods to achieve trust in the decision-making process. The goal is to provide opportunities for participants to identify and build on common values and establish a process with group buy-in so that the ultimate decision or recommendation will be supported through consensus.

We are champions of engaging on process before engaging on content. How a group makes a decision is as important as what the group decides.

For this project, we have a seasoned team of facilitators, supported by a skilled team of note-takers and communications specialists. We believe that advisory groups provide organizations with an opportunity to build their social license and increase the role, value, and impact of engagement over time, in addition to supporting better decision making.

We will work with the City to ensure there are no surprises, that the process is meaningful for all participants (advisory group members and staff), and that the scope of work, deliverables, and objectives are achieved in a timely and collaborative manner.

Our approach to meeting the requirements for the facilitation of the Advisory Committee process is firstly to establish agreement on the process, define objectives, build step-by-step review and approval of deliverables, as well as to document and organize reviews of input promptly. Our approach to each session is to design and follow a detailed annotated agenda and provide as much information and opportunity for input as possible while ensuring the flow of the sessions is efficient and achieves the sessions' objectives.

### Approach to Meeting Requirements

Describe your proposed approach to providing the required services.

Our approach to providing the required services would closely follow the prescribed plan for the Advisory Committee process:

- Project Familiarization and On-Boarding
- Review and finalize Advisory Committee Process Framework



- Develop and execute a Terms of Reference (TOR) for the Advisory Committee *(Please note: we feel it is important to CONSULT participants on the draft TOR so they have an opportunity to identify areas of concern or refinement so that there is consensus on the TOR prior to initiating the work.)*
- Develop and implement a methodology for a fair and representative member selection process for the Advisory Committee
- After the proposed selection process is approved by the Park Board, communicate the proposed selection process to the public with the assistance of Park Board communications staff
- Develop and execute a communication and facilitation strategy
- Facilitate the Advisory Committee meetings
- Assist with providing updates to the Park Board
- Complete and provide a Summary Report of the process. *Please note: this would include the opportunity for participants to review the report.*

The respective roles outlined for the consultant and the City are clear, and we have experience delivering services with a similar structure and division of tasks as described in sections 3.0 and 4.0 of the RFP document. The schedule and key milestones outlined are achievable by the D+A project team.

The D+A best-practice approach to advisory committee processes is to **engage early** and receive stakeholder input on the process prior to engaging on the content. This would mean that our recommended approach would be that once Advisory Committee Members are selected, invited and assembled, they have an opportunity to provide input into the draft Advisory Committee Terms of Reference (TOR). This helps Committee members participate in the establishment of the process, provides a greater degree of ownership in the process development, and validates the process before the engagement on the content is initiated.

With regards to the Committee Sessions, our approach will be to **first establish objectives** for the session, before determining any techniques or activities for the agenda. Project and meeting objectives articulate the necessary and desired results for the advisory committee process in its entirety, as well as the results of each session. Once we have clearly articulated what we would like to achieve during the meeting, we can then select the most effective format and activities to realize these objectives. For each Advisory Committee meeting, we will draft several objectives for the City team to review and provide feedback on.

Once the meeting objectives are refined and approved, we will **develop a detailed agenda**. The D+A annotated agenda format outlines for each agenda item / segment (i.e. each presentation or activity within the meeting):

1. Start and end times
2. Lead and/or participants
3. Objectives (outputs – content results, and outcomes – process results)
4. Description
5. Required materials



The draft annotated agenda will be provided to City staff for review and feedback. Once the annotated agenda is finalized and approved, we will develop a less detailed **participant agenda** for advance distribution to the Advisory Committee. We recommend that the participant agenda include the approved meeting objectives, so participants are able to review what we plan to achieve during the session.

**Session evaluation** is another best-practice for D+A. D+A has developed many such evaluation tools, and we will work with the City's project team to establish the desired evaluation mechanism. We will also provide a summary of evaluations to City staff within five (5) business days following each meeting.

The D+A approach is to also check in regularly with participants in real-time during a meeting. This could be a quick "fist of five" assessment to quickly determine the level of support among the group, or a +/- (what do you like / what would you change) flip chart exercise. We always seek to receive real-time feedback, so we can make adjustments where needed to ensure we maintain process authority and the confidence of the group.

In addition to seeking regular feedback from Advisory Committee members, D+A will remain in regular contact with City staff and solicit staff suggestions for refinements after each meeting.

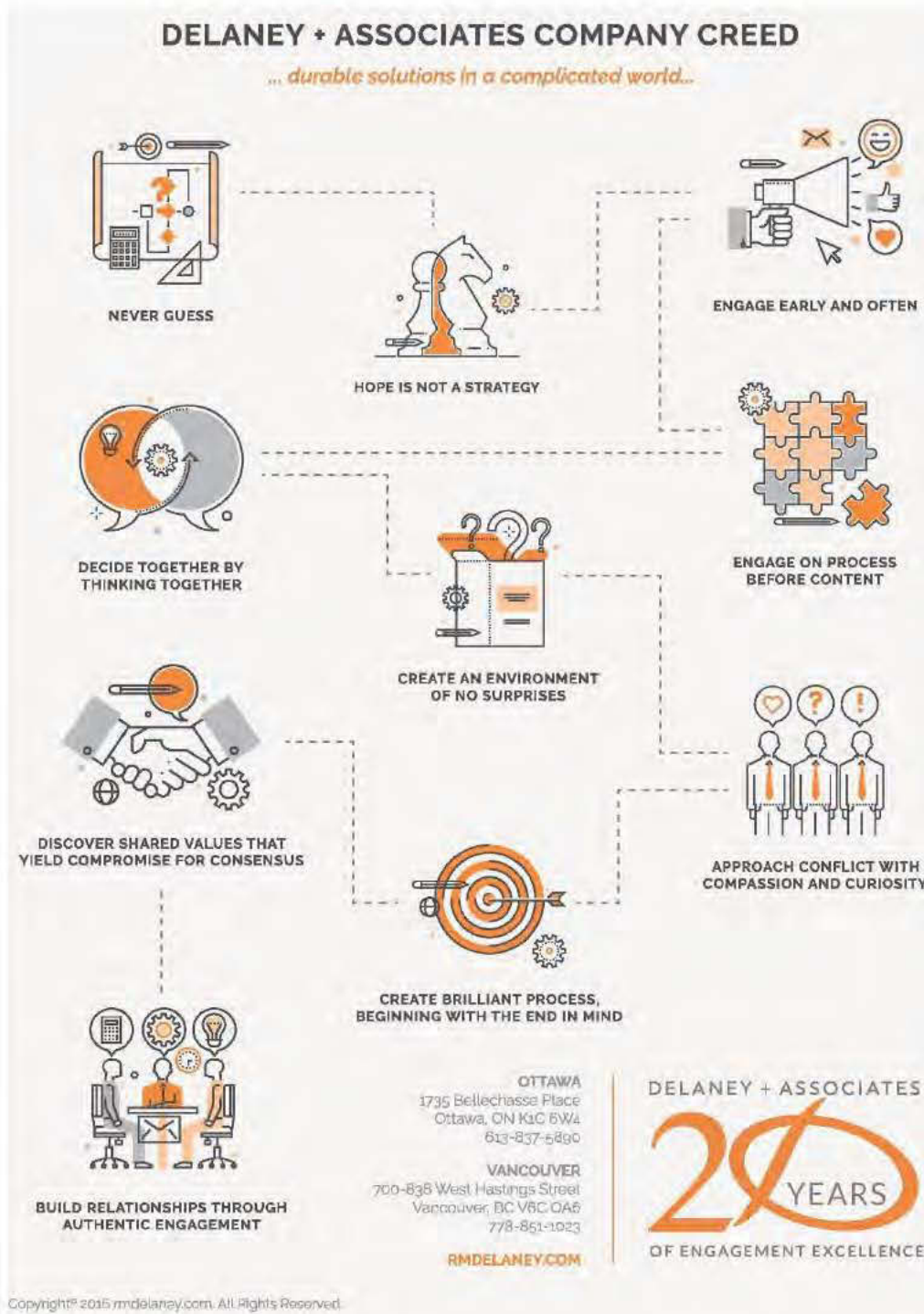
When it comes to facilitation, D+A's skilled and **experienced facilitators** approach each session with the following **best-practices**:

- Work to create a comfortable, **participant-centred environment** that anticipates and provides for participants' needs. For example, providing pens, notepads, post-it notes, etc. and fiddle toys such as stress balls
- Introduce the facilitators and explain their role as a **neutral third-party**
- Establish **operating values** (ground rules) with participants, and secure the group's buy-in to adhere to the values
- Actively work to **build rapport**, and demonstrate the facilitators' priority are the best interests of the group as a whole
- **Check in regularly** with the group through quick evaluation techniques
- Manage high emotions calmly and effectively with tried-and-tested techniques
- Be well prepared, yet flexible to adjust the agenda as necessary.

The D+A approach to reporting is to first receive client feedback and sign-off on a **proposed report outline**, before developing the report content. For the VanSplash Advisory Committee meetings, our initial recommendation is to summarize the input based on Themes of Convergence and Themes of Divergence. However, we will work with City staff to determine the preferred approach to reporting and will work with established methodologies should they exist.

Overall, throughout the anticipated eight months of work, D+A will remain in regular contact with City staff to ensure clear communication, quality assurance, timely submission of all deliverables, and to offer additional support as required. One of our company tenets is "Never Guess". This may be most efficiently managed through bi-monthly check-in calls, or

calls following (and in advance of) each advisory group meeting. To us this means regular check-ins, incremental sign-off and open communication. Please see below the infographic representing our Company Creed – our top 10 principles for authentic engagement.





## Project Schedule and Work Plan

Project Task	Deliverables	Timeline
Project Start Up Meeting	Meeting minutes, action items and next steps	Upon contract award (September 2018)
Committee Set-Up A. Informational interviews B. Finalize Advisory Committee Process Framework C. Develop Advisory Committee Selection Process	Interview guide (i.e. questions); interview notes from five informational interviews; brief report on interview findings; review and comments on the Advisory Committee Process Framework; draft of Advisory Committee Selection Process, including committee size, representation and recruitment; updated Advisory Committee Selection Process; finalized and graphically designed Process Framework.	September 2018
Advisory Committee Setup / Advisory Committee Selection Process	Finalized Advisory Committee Selection Process based on staff feedback; implementation of the Advisory Committee Selection Process in partnership with staff; recruitment communications materials.	October 2018
Committee Set Up Continued A. Develop Advisory Committee Terms of Reference (TOR) B. Invite and Assemble Advisory Committee Members	Draft TOR; updated and finalized TOR based on feedback from staff; invitations to confirmed Committee members; input from Committee members about process and logistics (preferences on meeting days and times, catering, information needs, etc.).	October/November 2018
Advisory Committee Session (1)	Draft session objectives; refined and finalized objectives based on staff input; detailed agenda for the session; selection of engagement techniques and timings; refined	December 2018

	and finalized agenda based on staff feedback; pre-communication for the Committee members; graphically designed session materials; facilitation of the Session; session follow-up.		
Aquatic Facilities Site Review (2)	Draft objectives for the tour; refined and finalized objectives based on staff input; designed tour schedule based on approved objectives; finalized tour schedule / approach based on Committee feedback; pre-tour communication to Committee members; tour materials; facilitation of tour; tour follow-up.	January 2019	
Advisory Committee Session (3)  Introduction – City-wide approach to planning, trade-offs, strategy, scope, and aquatic planning literacy	Draft session objectives; refined and finalized objectives based on staff input; detailed agenda for session; selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; pre-communication to Committee members; graphically designed session materials; facilitation of Session	February 2019	
Advisory Committee Session (4)  Concerns and Priorities	Draft session objectives; refined and finalized objectives based on staff input; detailed agenda for the Session; selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; communication to Committee members; graphically designed session materials; facilitation of the session; session follow-up	February 2019	
Advisory Committee Session (5)  Desired Outcomes: What	Draft session objectives; refined and finalized Objectives based on staff input; detailed agenda for the	March 2019	



are the keys to success?	session; selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; pre-communication to Committee members; graphically designed Session materials; facilitation of Session; Session follow-up.		
Advisory Committee Session (6)  Draft Strategy Vision and Principles: review and comment	Draft Session Objectives; refined and finalized Objectives based on staff input; detailed agenda for Session; selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; pre-communication to Committee members; graphically designed session materials; facilitation of the Session; session follow-up	March 2019	
Advisory Committee Session (7)  Overview of Draft Strategy in light of proposed revised Vision and Principles	Draft session objectives; refined and finalized objectives based on staff input; detailed agenda for the Session, selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; pre-communication to Committee; graphically designed session materials; facilitation of the session; session follow-up.	April 2019	
Advisory Committee Session (8)  Draft Recommendation	Draft session objectives; refined and finalized objectives based on staff input; detailed agenda for session; selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; pre-communication to Committee members; graphically designed session materials; facilitation of session; session follow-up	May 2019	

Workshop for the Park Board Commissioners	Draft workshop objectives; refined and finalized objectives based on staff input; detailed agenda for the workshop; selection of engagement techniques and timings; finalized agenda based on staff feedback; pre-communication to Commissioners; graphically designed workshop materials; facilitation of workshop; workshop follow-up	May 2019
Advisory Committee Session (9)  Revised Strategy	Draft session objectives; refined and finalized objectives based on staff input; detailed agenda for Session; selection of engagement techniques and timings; refined and finalized agenda based on staff feedback; pre-communication to Committee members; graphically designed session materials; facilitation of session; session follow-up	June 2019
Draft Summary Report	Draft Summary Report based on all project input to date	June 2019
Finalized Summary Report	Refined and finalized Report based on staff and Committee feedback	July 2019

#### Delaney + Associates' Previous Experience, including experience with the City of Vancouver:

Client: City of Vancouver

Project: Temporary Modular Housing

Timeframe: January 2018 – Present

Project Team Members Included in the VanSplash Advisory Committee Team: Jennifer Miller, Jessica Delaney

D+A was contracted to design and implement the engagement plan, design and implement the communications plan, facilitate community meeting sessions, and facilitate ongoing stakeholder engagement for two sites under the Temporary Modular Housing project – Heather Lands and Little Mountain. The project saw the installation of temporary modular housing (TMH) units to house homeless people from the area of the selected sites and the surrounding areas. The project was controversial, and many community members feared



TMH residents would negatively impact their community's quality of life.

D+A was responsible for organizing and facilitating public meetings required to obtain a Development Permit for both project sites. Our work included: conducting stakeholder mapping, direct outreach to stakeholders and community members, organizing logistics for open houses, supporting the City team with on-site support at the open houses and identifying opportunities for stakeholder engagement throughout the process.

The Heather Lands and Little Mountain site projects saw less controversy than previous sites and are following along with regards to timelines, with 4949 Heather Street in the Development Permit stage, and the Little Mountain site in the approval stage (46 homes approved).

**Client:** Calgary Board of Education

**Project:** Review of Transportation Model

**Timeframe:** January – July 2016, with ongoing advisory group facilitation through May 2017

**Project Team Members Included in VanSplash Advisory Committee Team:** Jennifer Miller, Jessica Delaney, Richard Delaney

D+A was hired to plan, design, facilitate, analyze and report on a multi-phased, compressed-timeline engagement process for the Calgary Board of Education's (CBE) transportation services program. Faced with increasing transportation costs, with no additional Provincial funds, the CBE made a decision in the fall of 2015 – without engaging its stakeholders – to move to a congregated stop system to cut costs. There was a public outcry, negative media coverage, and a loss of trust. In response, the CBE restored the previous service.

Faced with the same transportation budget challenges for the next school year and beyond, the CBE selected D+A to plan, design and facilitate a robust engagement process to bring parents, students, CBE staff and the public into the decision process. Working with internal resources and a multi-stakeholder advisory committee, a three-phased engagement process was developed that included 15 workshops, two online surveys, community forums and multiple techniques.

In addition to planning and delivering the community-wide engagement, D+A designed and facilitated several meetings of the advisory committee, following the similar steps and tasks outlined in the methodology for the VanSplash Advisory Committee Process. We worked with the CBE co-chairs of the committee to develop objectives for each meeting, and then detailed agendas and methodology to achieve the objectives. We developed consultation activities (techniques) and associated materials, as well as evaluation forms. D+A helped coordinate ideal meeting times through Doodle polls, provided relevant information in advance of meetings, and facilitated meetings.

In total, more than 3,000 people were engaged through 23 in-person engagement sessions and two online surveys. Openness and transparency were hallmarks of this project, with all



the engagement input and other information shared publicly online. Our final report can be found [here](#).

The CBE Transportation Advisory Committee was re-established in January 2017 to continue providing advice on long-term transportation plans, and D+A was again asked to help plan and facilitate ongoing meetings.

**Client:** District of Saanich

**Project:** Uptown – Douglas Corridor Plan

**Timeframe:** January – September 2016 (active portion for D+A)

**Project Team Members Included in VanSplash Advisory Committee Team:** Jennifer Miller

Delaney + Associates was hired as part of a consultants' collaborative called Frank Planning to develop a community plan and long-term vision for the Uptown-Douglas area in Saanich – a key regional hub bordering the City of Victoria. The project began in January 2016, and was completed in late 2017/early 2018, with the timeframe including three phases of public



Advisory Committee members listen to a presentation about the project during the initial committee meeting in February 2016.

engagement. D+A's main role was to plan, implement and report on the first phase of public engagement, which took place in May and June 2016.

In addition to planning and delivering public engagement that included pop-up booths at a local mall and along a multi-use trail, small-group public discussions at coffee shops throughout the study area, weekly poll questions, and an online survey, D+A was asked to design and facilitate several meetings of the multi-stakeholder Advisory Committee that was established for the project.

**Client:** Coast Capital Savings

**Project:** Director Compensation Task Force

**Timeframe:** September 2012 – February 2013

**Project Team Members Included in VanSplash Advisory Committee Team:** Jessica Delaney

Delaney + Associates was hired by Coast Capital Savings following more than a year of outrage from a small, but vocal, group of members. Their position was that Directors of the Board were being overcompensated relative to their peer group, and these members thought the Directors' remuneration should be reduced. Given the increasing challenge this small group posed to the Board, the Chair committed to having a task force determine what they believed the directors should be compensated. This commitment was made prior



to D+A being hired.

We were hired with the following scope of work:

- 1) Develop the terms of reference for the task force
- 2) Develop recruitment materials
- 3) Develop selection criteria to ensure a representative sample of 500,000 members with eight task force members
- 4) Develop detailed agendas and supporting materials (including coordination of guest speakers and experts) for the task force meetings
- 5) Deliver a consensus recommendation by the task force to the Board of Directors within three months of striking the task force

D+A worked in-depth with the task force members, generally in the absence of Coast Capital Savings representatives, and delivered the recommendations, which conformed to the terms of reference, by the deadline.

#### **Key Personnel**

**Identify and provide professional biographical information for the key personnel that would perform the required services.**

The full D+A team includes nine staff members across our two offices in Vancouver and Ottawa. For the VanSplash Advisory Committee Process project, we have selected a core team of four Vancouver-based engagement professionals to support the City in this work. Please find their resumes below.

Should the scope of work change, or additional support be requested, D+A has additional facilitators and engagement specialists on staff who would be pleased to support the VanSplash Advisory Committee project.

#### **Jennifer Miller – Project Role: Project Manager + Facilitator**

*D+A Director, Engagement + Communications*

Jennifer has nearly a decade of professional experience in communications and engagement and has been with D+A since 2015. She has experience planning, facilitating and reporting on a variety of engagement projects in the areas of local government, health and transportation. Key experience includes detailed engagement planning, facilitation of advisory groups, focus groups, workshops and other engagements, client relations, logistics, report writing, and the development of communications plans and products. A former editor and reporter, Jennifer is a skilled writer, researcher, editor and communications planner with a comprehensive understanding of municipal government processes.

#### Professional Qualifications:

- National Charrette Institute Certificate Training (2017)
- IAP2 Foundations in Public Participation (2015)



- Teaching English as a Foreign Language (TEFL) certificate (2012)
- Bachelor of Journalism and English (Highest Honours), Carleton University (2005)

Relevant Experience: Jennifer has three years of experience in community engagement. She has recently worked closely with advisory groups on two different projects, delivering the services outlined in the Scope of Work for VanSplash Advisory Committee Process:

- Calgary Board of Education – Transportation Budget Engagement: From March 2016 through May 2017, Jennifer worked with two different iterations of the Transportation Advisory Committee at CBE, planning and facilitating approximately five committee meetings. Services included providing feedback and advice on committee Terms of Reference, co-developing operating values with committee members, developing objectives for meetings, detailed meeting design and developing annotated agendas, facilitation of meetings, follow-up with committee members, and updating project materials based on committee input.
- District of Saanich – Uptown Douglas Corridor Plan: From February through September 2016, Jennifer planned and facilitated three meetings of the Uptown Douglas Corridor Plan Advisory Committee, which was made up of a diverse mix of local community members. Services included developing draft and final operating procedures for the committee, detailed meeting design and developing annotated agendas, facilitation of meetings, evaluation, transcription of input and meeting follow-up.

Please see above for the examples of Delaney + Associates' Previous Experience for more information about these projects.

Additional Professional Experience:

2012/2015 – English Conversation Instructor, English Program in Korea, South Korea

2010/2012 – Editor, Whistler Question newspaper

2006/2010 – Reporter, Whistler Question newspaper

**Jessica Delaney – Project Role: Meeting Design Lead + Facilitator**

*D+A Principal, Strategic Communications + Engagement*

Jessica is a seasoned engagement and communications professional with 15 years of experience working with government, private and not-for-profit sectors. Prior to joining the family business, she served in senior communications roles with two B.C. municipalities. Based on these experiences, coupled with her more recent consulting experience working with municipalities, Jessica has an extensive background in engagement and strategic communications specific to municipal government. She works collaboratively with staff, stakeholders and, when appropriate, the media, to build common understanding on complex projects.

Professional Qualifications:

- IAP2 Canada Certified Public Participation Professional – CP3 (2017)
- National Charrette Institute Certificate Training (2017)
- IAP2 Licensed Trainer (2013/present)



- Certified Professional Facilitator, International Association of Facilitators (2010/present)
- IAP2 Certificate of Public Participation (2010)
- Master of Arts, European Studies, University of British Columbia (2005)
- Bachelor of Journalism, Carleton University (2003)
- Bachelor of Arts, Political Science (International Affairs), Carleton University (2003)

Relevant Experience: Jessica has 15 years of experience in community engagement. Over the last decade, Jessica has worked with advisory groups on a variety of projects. Some recent examples include:

- Coast Capital Savings – Director Compensation Task Force: From September 2012 to February 2013, Jessica led a task force comprised of a representative sample of Coast Capital Savings members to review and develop a recommendation for director compensation. The scope of work for D+A was to: develop a terms of reference for the task force (which acted more like a citizen jury); develop recruitment materials, select members, coordinate all needs of members on the task force, develop detailed agendas, facilitate the meetings, develop the recommendation report on behalf of the task force, and report out on the process. Through consensus, a task force of eight people developed a recommendation on a highly controversial and complex topic.
- Person College – Race Rocks Marine Protected Area Engagement: In 2011, D+A was hired to work with a multi-stakeholder, including Indigenous groups, working group to develop a co-management plan for the Race Rocks Marine Protection Area located on the coast of Vancouver Island. The process was complex and required a number of different approaches to ensure the group could work together. For example, it was identified that Indigenous groups and local First Nations had concerns about the process that needed to be addressed bi-laterally before a broad-based working group could advance. Jessica and Richard Delaney worked with the group for a year to build relationships, manage conflict and redevelop the terms of reference to better reflect the needs of all parties.
- District of West Vancouver – Community Engagement Committee (CEC): The CEC was originally established as a mechanism by which the community would have their voices represented in the terms of reference that were established for working groups. (Working groups were a common engagement mechanism at the District). As the group evolved, its role changed so that members became a sounding board for the District in all areas of communications and engagement. In her previous role as the District's Director of Communications, one of Jessica's responsibilities was to facilitate the ongoing work of the group. This included providing regular agendas, facilitating meetings, and actioning the ideas of the group.

Additional Professional Experience:

2011/2013 – Communications Director, District of West Vancouver

2009/2011 – Senior Communications Officer, Resort Municipality of Whistler

2007/2009 – Vice-President, PR Associates

2005/2007 – Corporate Affairs Manager, Aurora Energy Resources & Fronteer Resources Inc.



## Naomi Devine – Project Role: Graphic Designer

*D+A Senior Designer + Digital Specialist*

As the D+A main designer, Naomi is dedicated to bringing the best of design - from problem-solving to branding, graphics implementation, and even filmmaking - to every project she works on. Naomi works with the team to ensure that D+A visual communications work is designed for impact and understanding. She has a background in public engagement, climate and sustainability policy development, and design thinking which she has used to facilitate public sector processes, both large and small, to help stakeholders find common ground and move to action on a variety of complex files. Naomi is a skilled and experienced facilitator and she also completed the IAP2 Foundations in Public Participation course in 2017.

### Professional Qualifications:

- IAP2 Foundations in Public Participation (2011)
- Post-Graduate Certificate, Environmental Visual Communications, Fleming College (2013)
- Bachelor of Arts, Political Science & Environmental Studies, University of Victoria (2008)

Relevant Experience: Naomi has nine years of experience in community engagement as a planner, facilitator or graphic designer.

Over the last nine years, Naomi has worked on materials/report design on a variety of projects. Some recent examples include:

- Provincial Health Services Authority's (PHSA) Patient and Family Partnership Policy & Toolkit: From the beginning of August 2018, Naomi has been involved in D+A's second phase of the project developing Patient and Family Partnership Policy & Toolkit that will be applied across PHSA agencies and services. As PHSA consists of a range of different and diverse programs and services, Naomi has designed the multi-step process for the deployment strategy of the Patient and Family Toolkit, once the engagement tools are designed. The deployment strategy takes into account the size and scope of PHSA service delivery and addresses the need for a multi-step and multi-dimensional approach to ensure a successful implementation of developed tools and the Toolkit.
- Sustainability Solutions Group: From 2014 to 2018, Naomi was responsible for report and proposal design and layout, web design and social media for Ontario's Ministry of Environment and Climate Change, British Columbia's Climate Action Secretariat, the City of Victoria (Climate and Sustainability Plan Review), TransformTO (City of Toronto's low-carbon plan), and the Town of Bridgewater, Nova Scotia's Climate Finance Plan.
- International Institute for Sustainable Development: From 2013 to 2016, Naomi was responsible for developing organizational narrative, social media strategy, graphic design and providing strategic communications advice as the Digital Engagement Strategist. Naomi also managed external contractors delivering



communications strategy for various reports, including the Comprehensive Wealth report.

Additional Professional Experience:

2012/Present - Principal, Naomi Devine Communications

2010/2011 – Community Sustainability Planner, Whistler Centre for Sustainability

2009/2010 – Whistler2020 Sustainability Coordinator (Planner I)

**Abbey-Jane McGrath – Project Role: Notetaker and Facilitation Support**

*D+A Specialist, Engagement + Communications*

Abbey-Jane comes to the field of engagement with a background in professional development, continuing legal education, law, publishing and communications. She has worked with all levels of government, First Nations, a broad range of industries as well as professionals and academics. Abbey-Jane has designed and implemented many educational events for a variety of multi-disciplinary groups. Additionally, she served as the Economic Development Liaison for the Municipality of Bowen Island's Economic Development Committee. She has also managed session and team logistics for a number of engagements including the City of Calgary's 2018 Transit Service Review and the City of Calgary's Bikeway and Pathway Plan Engagement.

Professional Qualifications:

- IAP2 Certificate of Public Participation (2018)
- El Mina Minute Taking Course (2016)
- Juris Doctor, University of Toronto, Faculty of Law (2000)
- Bachelor of Arts (First Class Honours), Dean's List (1994)

Relevant Experience:

- City of Calgary – 2018 Transit Service Review – Abbey-Jane drafted agendas took minutes for weekly meetings. She also took notes and created summaries for various open houses and community consultation meetings, as well as attending and ensuring smooth-running of various engagement sessions. Abbey-Jane also co-authored the final What We Heard Report, reporting back the findings from the sessions and informing stakeholders how their input affected the proposed bus routes, or why it did not. The scope of work for D+A was to consult with Calgarians about proposed widespread changes to bus routes. There were a variety of sessions that worked to gather information on how the proposed changes impacted various stakeholders.
- City of Calgary – Pathway and Bikeway Plan Engagement – Abbey-Jane coordinated logistics for multiple engagements sessions and implemented various sessions with stakeholders across Calgary. She drafted agendas, took minutes at weekly team meetings, conducted surveys and summarized all findings into a final What We Heard Report reporting to Calgarians on what was heard at the various sessions. The scope of work for D+A was to consult with Calgarians, as well as certain targeted sectors including the homeless, youth and seniors, on the priorities and safety features that should direct the build-out of Calgary's network of pathways and bikeways across

the City.

Additional Professional Experience:

2017/2018 – Notary Public in and for the Province of British Columbia

2012-2018 – Principal, Affinity Institute

2005-2008 – Envisioning Manager/Project Manager, Envisioning + Storytelling

2000-2012 – Director of Programming, Pacific Business and Law Institute

References	
<b>Client Name # 1</b>	District of West Vancouver
<b>Address (City and Country)</b>	750 17 <sup>th</sup> Street, West Vancouver, B.C., Canada
<b>Contact Name</b>	Nina Leemhuis
<b>Title of Contact</b>	Chief Administrative Officer
<b>Telephone No.</b>	604-925-7002
<b>E-mail Address</b>	nleemhuis@westvancouver.ca
<b>Length of Relationship</b>	2011 to present
<b>Type of Goods and/or Services provided to this Client</b>	Consulting on the community engagement framework and staff guidance document.
<b>Client Name # 2</b>	Calgary Board of Education
<b>Address (City and Country)</b>	1221 – 8 Street SW, Calgary, A.B., Canada
<b>Contact Name</b>	Karen Drummond
<b>Title of Contact</b>	Manager, Community Engagement
<b>Telephone No.</b>	403-817-7951
<b>E-mail Address</b>	<a href="mailto:kldrummond@cbe.ab.ca">kldrummond@cbe.ab.ca</a>
<b>Length of Relationship</b>	Two years
<b>Type of Goods and/or Services provided to this Client</b>	Wide range and variety of facilitation and engagement planning, implementation and reporting services, for multiple projects, such as development of The <a href="#">Dialogue and Engagement Framework</a> , and a large <a href="#">transportation engagement</a> , which included planning and facilitation of a



	multi-stakeholder advisory committee. This particular project received an iap2 <a href="#">Core Values Awards</a> honourable mention.
<b>Client Name # 3</b>	District of Saanich
<b>Address (City and Country)</b>	770 Vernon Avenue, Victoria, B.C., Canada
<b>Contact Name</b>	Shari Holmes-Saltzman
<b>Title of Contact</b>	Senior Planner
<b>Telephone No.</b>	250-475-5494, Local 3453
<b>E-mail Address</b>	Shari.Holmes Saltzman@saanich.ca
<b>Length of Relationship</b>	Two years
<b>Type of Goods and/or Services provided to this Client</b>	Meeting design, planning and facilitation of multi-stakeholder advisory committee. Engagement planning, communications planning, implementation of both engagement and communications plans, facilitation, and reporting.

**Leadership and Sustainability Questionnaires**

Complete the questionnaires attached as Appendices 2 and 3.

**Subcontractors**

List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).

None.



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

**Declaration of Supplier Code of Conduct**

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct ("SCC") [http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf), which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

As an authorized signatory of Delaney + Associates (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, Delaney + Associates (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of Delaney + Associates (vendor name).

Signature: 

Name and Title: Jessica Delaney, Principal, Strategic Communications

**and Engagement**

**Exceptions to Declaration:**

**Conflicts, Collusion, Lobbying**

See Article 9 of Appendix 4 for instructions.

The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process for this RFP.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

**For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.**

**For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.**

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises Additional social sustainability initiatives
Section 3: Definitions	Definitions for key terms used in this Annex.

**SECTION 1: ENVIRONMENTAL IMPACT**

*This section of the leadership questionnaire addresses the following:*

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own buildings in Metro Vancouver?

☐ Yes ☒ No

If no, skip to question 2.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. Building envelope improvements (e.g., insulation, windows)
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

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2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes                      ☒ No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 250 words or less.**

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3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

Delaney + Associates reduces the carbon footprint of our airline flights through the zerofootprint program.

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4. Does your company have an office or operations recycling program in place?

☒ Yes                      ☐ No

If yes, which materials does your company recycle -- **check only those that apply:**

- ☒ office paper
- ☒ plastic and glass containers
- ☒ soft plastic
- ☐ food waste/compostables
- ☒ batteries
- ☒ printer or toner cartridges
- ☒ Styrofoam
- ☒ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

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6. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply:**

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☒ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☒ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☒ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☒ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☒ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☒ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☒ Other: (list)

Our Ottawa printer has provided written confirmation that all paper used for our products is FSC certified, and inks are vegetable based and non-toxic. Our Vancouver printer has provided written confirmation that paper for black and white and regular printing is 30% PCW. They use eco-solvent for their digital printers, and wide-format machines. Our workshop / marketing materials are designed to be as generic as possible to ensure re-use; for example, we recently facilitated a series of regional forums across B.C., and our signage is being re-used at each location. Our workshop materials are carefully curated to ensure multiple use.

**SECTION 2: SOCIAL IMPACT**

This section of the leadership questionnaire addresses the following elements:

- Workplace development programs
- Supporting social enterprises
- Other social sustainability initiatives

To help the City achieve social value, Proponents are encouraged to perform part of the services though:

- Directly engage capable Social Enterprises
- Employ People with Barrier to Employment

1. Does your company employ and/or provide training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

- ☐ Yes                      ☒ No



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

If yes, describe the program including the name of non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

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2. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☐ Yes      ☒ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

Building public engagement capacity is a corporate goal. As seen on our website, in our [Training FAQ](#): “Special funding requests from students and NGOs will also be considered.” Over the years, this has meant discounts (15-30%) to students and community groups, who are thus enabled to participate in our widely-recognized public engagement training (IAP2).

3. Is your company structure either of the following:

- a. Social enterprise (as defined in Section 3 below).

☐ Yes      ☒ No

If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

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- b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

☐ Yes      ☒ No

4. Describe any additional social sustainability initiatives that demonstrate your company’s commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**

Delaney + Associates contributes to the TD Friends of the Environment Fund, and supports community development through its sponsorship of World Vision children and special projects.

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5. Please articulate how and to what degree (% of work, % of employment etc.) your company would support the above mentioned City social value.

Not applicable

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REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

**SECTION 3: DEFINITIONS**

**Social Enterprise:** A business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

**Person with Barriers to Employment:** a person who faces one or more circumstances that can lead to underemployment or unemployment.

**Community Contribution Company (C3):**

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to [www.fin.gov.bc.ca/prs/ccc](http://www.fin.gov.bc.ca/prs/ccc) for more information.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 3  
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

The City seeks a Proponent that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following requirements:

- a) uses the most energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- b) minimizes waste disposed to landfill or incinerator;
- c) uses environmentally preferable products or materials in delivering the service (e.g., products that contain higher post-consumer recycled content; that carry a 3<sup>rd</sup> party eco-certification; or do not contain or create substances of concern);
- d) uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

**The Proponent is encouraged to provide services that meet the above requirements where applicable.**

In the Proposal, please address the following questions regarding the service(s) that will be provided. Please review the definitions section prior to answering the questions. **If a question is not applicable to the service provided, indicate “not applicable.”**

1. Does delivery of the service require the use of equipment and/or vehicles?

Yes

☒ No

If yes, provide information to demonstrate that the equipment and/or vehicles to be used are the most energy efficient possible (e.g., ENERGY STAR qualified; position on the EnerGuide label; use lower carbon fuels; use renewable energy):

If a low carbon alternative is being proposed, provide information to demonstrate that it consumes less energy.

2. Will the delivery of the service generate solid waste that must be disposed of to landfill or incinerator?

Yes

☒ No

If yes, describe how your company would minimize solid waste disposed to landfill or incinerator.

3. Are any of the products and/or materials to be used in delivering the service environmentally preferable (e.g., contain higher post-consumer waste recycled content; carry a 3<sup>rd</sup> party eco-certification; non-toxic)? See definitions below for more information.

☒ Yes

☐ No

☐ Not applicable to service

If yes, please provide information to demonstrate that the products or materials are environmentally preferable (e.g. per cent post-consumer waste; 3<sup>rd</sup> party certification; free of substances of concern):

**We exclusively use FSC-certified paper for all printing. Vegetable-based inks and 30% PCW paper are used along with eco-solvent toners. Please see our Vendor Leadership Questionnaire for more information.**



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 3  
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

4. Is your company able to use a social enterprise and/or employ people with barriers to employment in delivering part, or all, of the service(s)?

Yes



If yes, please describe how your company would propose to do this:

5. Definitions: \_

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label “energy consumption indicator” (e.g., above 50%),
- equipment uses renewable energy sources such as solar power.

Environmentally preferable products

Environmentally preferable products are products that:

- have the highest possible post-consumer recycled content
- carry a 3<sup>rd</sup> party certification
- do not contain or create substances of concern

*Post-consumer recycled content:* is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

*3<sup>rd</sup> party eco-certification:* refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products - indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

*Substances of concern:* The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Products and/or materials used to provide the service should:

- not contain “persistent bioaccumulative and toxic” (PBT) chemicals (such as hexachlorobenzene, DDT, PCBs, mercury, etc.). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during its manufacture, use or disposal.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 6**

Appendix 6: Attached as separate excel document

FEASIBILITY STUDY - ACCESSIBILITY PROGRAM PHASE 1

Table 1: Detailed Breakdown of Proposed Fees for Services:

Consultant is requested to complete columns: D, E, F, G, I, and J

PRICING TO BE FIXED FOR THE TERM OF THE AGREEMENT

	Work Task/Phase /Deliverable	Description of Activities	Team Members	Team Member Activity Role	Total Hours Basic Services	Hourly Rate	Total Fees	Description of Disbursements	Total Disbursements	Total Fees + Disbursements
STEPS										
	FIXED FEE				13		\$ 2,155.00		\$0	\$ 2,155.00
1	Project Start Up Meeting	Project Start Up Project Familiarization and On-Boarding		Review background materials, prep for meeting, attend meeting, meeting follow-up	10	\$ 160 00	\$ 1,600 00	No disbursements anticipated for this step		
			Jennifer Miller		3	\$ 185 00	\$ 555 00			
			Jessica Delaney	Attend meeting		\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				41		\$ 6,655.00		\$0	\$ 6,655.00
2	Committee Set Up	Committee Set Up		Develop interview guide (i e questions), schedule and conduct up to five informational interviews, develop brief report on interview findings, review and provide comment on Process Framework, develop Selection Process, including committee size, representation and recruitment; update and finalize Selection Process based on staff feedback	30	\$ 160 00	\$ 4,800 00	No disbursements anticipated for this step		
		A Informational Interviews	Jennifer Miller		8	\$ 185 00	\$ 1,480 00			
		B Finalize Advisory Committee Process Framework	Jessica Delaney	Review and provide strategic advice on draft materials, including interview guide, Process Framework, Selection Process	3	\$ 125 00	\$ 375 00			
		C Develop Advisory Committee Selection Process	Naomi Devine	Graphic design of Process Framework, to be used in recruitment materials		\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				50		\$ 8,250.00		\$0	\$ 8,250.00
3	Advisory Committee Setup	Advisory Committee Selection Process		Develop Committee Recruitment Strategy, update and finalize based on staff feedback; implement Advisory Committee Selection Process in partnership with staff; develop recruitment communications materials; ongoing project management and regular communication with staff	40	\$ 160 00	\$ 6,400.00	No disbursements anticipated for this step, with the understanding that any direct recruitment costs, i.e. paid advertising, will be covered by the Park Board, if required. Please note: We do not anticipate a need for paid advertising.		
			Jennifer Miller		10	\$ 185 00	\$ 1,850.00			
			Jessica Delaney	Review and comment on Recruitment Strategy; ongoing strategic advice and oversight		\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				35		\$ 5,850.00		\$0	\$ 5,850.00
4	Committee Set Up Continued	Committee Set Up Continued		Develop draft TOR, update and finalize TOR based on feedback from staff, work with staff to invite and confirm committee members, gather input from confirmed members about preferences for meeting days and times; ongoing project management and regular communication with staff	25	\$ 160 00	\$ 4,000 00	No disbursements anticipated for this step		
		A Develop Advisory Committee Terms of Reference (TOR)	Jennifer Miller		10	\$ 185 00	\$ 1,850 00			
		B Invite and Assemble Advisory Committee Members	Jessica Delaney	Review and provide strategic advice on draft TOR; ongoing oversight		\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			



						\$ -	\$ -			
	FIXED FEE				34		\$ 5,330.00		\$ 200.00	\$ 5,530.00
5	Advisory Committee Session (1)	Aquatic Facilities Site Review (2) Selection of field trips in advance and the field trip component <i>(CONSULTANT NOTE Activities and hours are based on Session 1 being a 2-hour "Introduction and On-Boarding" meeting, not the facilities / site tour)</i>	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials (no venue or catering costs are included as Part B, Section 8 0 of RFP document outlines the Park Board will handle venue bookings and refreshments for all meetings)		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	4	\$ 125 00	\$ 500 00			
	FIXED FEE				52		\$ 8,045.00		\$ 200.00	\$ 8,245.00
6	Aquatic Facilities Site Review (2)	- Introduction City-wide approach to planning, trade-offs, strategy, scope and aquatic planning literacy <i>(CONSULTANT NOTE Activities and hours are based on Session #2 being an 8-hour facilities tour / field trip)</i>	Jennifer Miller	Develop draft objectives for tour, refine and finalize objectives based on staff input; design tour schedule based on approved objectives; seek committee feedback on draft tour schedule / approach; develop pre-tour communication to committee members; prepare tour materials; support coordination of tour; facilitate tour; tour follow-up	27	\$ 160 00	\$ 4,320 00	Meeting materials (as outlined in Part B, Section 8 0, Park Board will book a tour bus and provide refreshments)		
			Jessica Delaney	Provide ongoing strategic advice and oversight	5	\$ 185 00	\$ 925 00			
			Abbey-Jane McGrath	Coordination and logistics support; assist with preparation of materials; take notes of tour	20	\$ 140 00	\$ 2,800 00			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
7	Advisory Committee Session (3) - Introduction	Advisory Committee Session (3) - Introduction City-wide approach to planning, trade-offs, strategy, scope and aquatic planning literacy	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00

8	Advisory Committee Session (4)	Advisory Committee Session (4) - Concerns and Priorities	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
9	Advisory Committee Session (5)	Advisory Committee Session (5) - Desired Outcomes What are the keys to success?	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
10	Advisory Committee Session (6)	Advisory Committee Session (6) - Draft Strategy Vision and Principles review and comment	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00

11	Advisory Committee Session (7)	Advisory Committee Session (7) Overview of Draft Strategy in light of proposed revised Vision and Principles	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
12	Advisory Committee Session (8)	Advisory Committee Session (8) - Draft Recommendation	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				58		\$ 9,050.00		\$ 500.00	\$ 9,550.00
13	Workshop for the Park Board Commissioners	Workshop for the Park Board Commissioners (CONSULTANT NOTE Activities and hours are based on a 3-hour workshop)	Jennifer Miller	Develop draft workshop objectives, refine and finalize objectives based on staff input; based on approved objectives, develop detailed agenda for workshop, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to Commissioners; prepare workshop materials; set-up and facilitate workshop; session follow-up; ongoing communication with staff and project management	30	\$ 160 00	\$ 4,800 00	Workshop supplies		
			Jessica Delaney	Provide strategic advice on workshop approach, design, materials, etc	10	\$ 185 00	\$ 1,850 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take notes during workshop, facilitation support as required	10	\$ 140 00	\$ 1,400 00			
			Naomi Devine	Graphic design of workshop materials	8	\$ 125 00	\$ 1,000 00			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00



14	Advisory Committee Session (9)	Advisory Committee Session (9) - Revised Strategy		Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up						
			Jennifer Miller		18	\$ 160 00	\$ 2,880 00	Meeting materials		
			Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185 00	\$ 1,110 00			
			Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140 00	\$ 840 00			
			Naomi Devine	Graphic design of meeting materials	2	\$ 125 00	\$ 250 00			
						\$ -	\$ -			
	FIXED FEE				34		\$ 5,485.00		\$0	\$ 5,485.00
15	Draft Summary Report	Draft Summary Report	Jennifer Miller	Develop draft summary report, based on all project input to date	25	\$ 160 00	\$ 4,000 00	No disbursements anticipated for this step		
			Jessica Delaney	Review and comment on draft report, strategic advice and oversight	5	\$ 185 00	\$ 925 00			
			Abbey-Jane McGrath	Copy edit draft report	4	\$ 140 00	\$ 560 00			
						\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			
	FIXED FEE				22		\$ 3,220.00		\$0	\$ 3,220.00
16	Finalized Summary Report	Finalized Summary Report	Jennifer Miller	Refine and finalize report based on staff and committee feedback	10	\$ 160 00	\$ 1,600 00	No disbursements anticipated for this step		
			Jessica Delaney	Ongoing strategic advice and oversight	2	\$ 185 00	\$ 370 00			
			Naomi Devine	Graphic design of final report	10	\$ 125 00	\$ 1,250 00			
						\$ -	\$ -			
						\$ -	\$ -			
	Total Hours				563					
	Total Hours Cost						\$ 95,450.00			
	Total Disbursements						\$ 2,300.00			
	Total Fees and Disbursements						\$ 97,750.00		\$ 2,300.00	\$ 97,180.00

PS20181262 - CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS  
APPENDIX 6 - COMMERCIAL PROPOSAL

Schedule of Labor Rates

Consultant shall state hourly labor rates below:

	Key Personnel / Team Members	Title / Activity/ Role	Rate per Hour
1	Jessica Delaney	Strategic advice and oversight	\$185
2	Jennifer Miller	Lead facilitator and project manager	\$160
3	Emina Dervisevic	Facilitation support (as required)	\$160
4	Abbey-Jane McGrath	Notetaker and facilitation support	\$140
5	Naomi Devine	Graphic design	\$125
6			
7			
8			
9			
10			

APPENDIX C - RFP

Attached





# **REQUEST FOR PROPOSALS**

## **CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS**

**RFP No. PS20181262**

**Issue Date: July 31, 2018**

**Issued by: City of Vancouver (the "City")**

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

PART A  
INSTRUCTIONS AND INFORMATION

**1.0 INSTRUCTIONS**

- 1.1 The City is interested in selecting an entity (each, a **“Proponent”**) that submits a proposal (each, a **“Proposal”**) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be September 2018 to July 2019.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

- 1.2 Proponents should submit their proposals on or before 3:00pm on the 21 day of August, 2018 (the **“Closing Time”**) by emailing accordance with the following:

- Subject of the file to be: PS20181262 - CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS - Vendor name.
- Document format for submissions:
  - RFP Part C in PDF format - 1 combined PDF file,
  - Appendix 1 Proposal Form Pages 12-16
  - Appendix 2 Vendor Questionnaire Pages 17-21
  - Appendix 3 Sustainability Questionnaire pages 22-24
  - Appendix 6 (pricing tab) in Excel format, and;
  - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to [janet.patko@vancouver.ca](mailto:janet.patko@vancouver.ca) do not deliver a physical copy to the City of Vancouver.
- Questions related to the RFP shall be submitted in writing, five (5) business days prior to the above closing time to the attention of Janet Patko Buyer II; [janet.patko@vancouver.ca](mailto:janet.patko@vancouver.ca)
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

- 1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the **“Proposal Form”**), completed and duly executed by the relevant Proponent.

- 1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

**REQUEST FOR PROPOSALS NO. PS20181262**  
**CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS**

- 1.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

**2.0 CHANGES TO THE RFP AND FURTHER INFORMATION**

- 2.1 The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

**3.0 EVALUATION OF PROPOSALS**

- 3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated to determine overall best value to the City. The City expects to evaluate: (i) financial terms; (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' approach to meeting the City's requirements; and (iv) environmental or social sustainability impacts.

Evaluation Criteria	Evaluation Weighting
Technical	60%
Financial	35%
Sustainability	5%
Total	100%

**4.0 CITY'S DISCRETION**

- 4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

**5.0 LEGAL TERMS AND CONDITIONS**

- 5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 4. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 4: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

**POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.**



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**PART B**  
**CITY REQUIREMENTS**

## **1.0 REQUIREMENTS**

The City has the following Requirements:

**Request for Proposal for VanSplash - Advisory Committee Process DRAFT**

### **1.0 Introduction and Purpose**

The Vancouver Board of Parks and Recreation (Park Board) is seeking a qualified engagement consultant for designing and implementing a robust and thorough engagement process by establishing and leading an Advisory Committee, to provide community feedback on the recommendations of the [Draft 2017 Vancouver Aquatics Strategy](#).

The Consultant will shape the make-up, recruitment and selection of Advisory Committee members. They will act as a professional and neutral third-party facilitator at Advisory Committee meetings, ensure on-boarding of members, encourage participation, and create an inclusive environment for communication and discussion.

VanSplash, the [Draft 2017 Vancouver Aquatics Strategy](#), sets out strategies to maintain or improve service levels including geographic coverage of aquatic facilities and amenities over the next 25 years. In light of significant population growth, an aging population and changing demographics, need for facility renewal, VanSplash also addresses the need for a flexible and resilient system that will enable programming and facilities to adapt to changing needs over time. As a long-range plan, VanSplash is based on recent comprehensive inventory and analysis, public input, and planning best-practices. VanSplash will be returning back to the Park Board for decision in 2019.

### **2.0 Background**

In 2002, the Vancouver Park Board approved an Aquatic Services Review, setting the stage for the beginning of a transformation of Vancouver's aquatic system. The review focused on meeting current and future demands, operating services and facilities in a fiscally sustainable manner, and balancing local neighbourhood services with those of the City as a whole. The Park Board quickly implemented the first phase of recommendations, which included rebuilding Killarney Pool as a community-scale pool (2005), renovating Renfrew neighbourhood pool (2006), building a new city-wide facility at Hillcrest (2010).

In 2011, a [Pool Assessment Study](#) was completed to evaluate the outcomes from the implementation of the first phase of the Aquatic Services Review. It confirmed the success of the new hierarchy of facility sizes, provided cost per swim information, and highlighted that the number of swims per year in the indoor pool system had increased significantly as a result of these investments.

In 2016, the Vancouver Board of Parks and Recreation initiated VanSplash, a new long range vision and strategy for the future of aquatics in Vancouver.

Throughout the development of the Draft VanSplash Strategy, staff had more than 7,000 interactions with stakeholders and the public through in-person events and via TalkVancouver surveys. There was also significant outreach on social media and the promotion of the project relying on a broad range of mediums. The strategy was developed in consideration of the voices heard through those processes.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**PART B**  
**CITY REQUIREMENTS**

The Draft VanSplash Strategy builds on the mandate of the Aquatic Services Review and the Pool Assessment Study. It expands the definition of aquatic services to include indoor and outdoor pools, beaches, wading pools, spray parks, and also introduces more innovative approaches for aquatic service delivery. The Draft VanSplash Strategy complements quantitative metrics for success by placing significant emphasis on improving well-being, enhancing inclusion, allowing diversity of experiences, and providing flexibility of design in anticipation of a changing and aging population.

The Draft VanSplash Strategy proposes to maintain or improve geographic coverage of aquatic facilities and amenities for all residents of Vancouver. Current projections suggest that the City of Vancouver's population will increase by up to 15% over the next 25 years, and so the Draft Strategy focuses on not only serving the existing population but addresses key geographic areas of growth and density. With an aging population and changing demographics, the Draft VanSplash Strategy also addresses the need for a dynamic and resilient system that will enable programming and facilities to adapt to changing needs over time.

Final Draft recommendation of VanSplash was presented at the Park Board Committee meetings held on [December 11th and 12th, 2017](#). During the meeting, the Board heard from close to 60 residents with concerns regarding the Strategy. Some of the concerns included public engagement methodology and response to TalkVancouver surveys. Most of the speakers said that the Draft Strategy overlooked the strong community support for neighbourhood pools and their impacts at the individual community level. Subsequent to these meetings staff provided a [memo](#) to the Commissioners to address some of the issues and questions raised.

The decision was deferred to [January 29<sup>th</sup>, 2018](#); at that meeting Commissioners chose not to approve the Draft Strategy and instead referred it back to staff as follows:

“for further consideration, including the role of neighbourhood pools in relation to the qualitative experience they offer residents.”

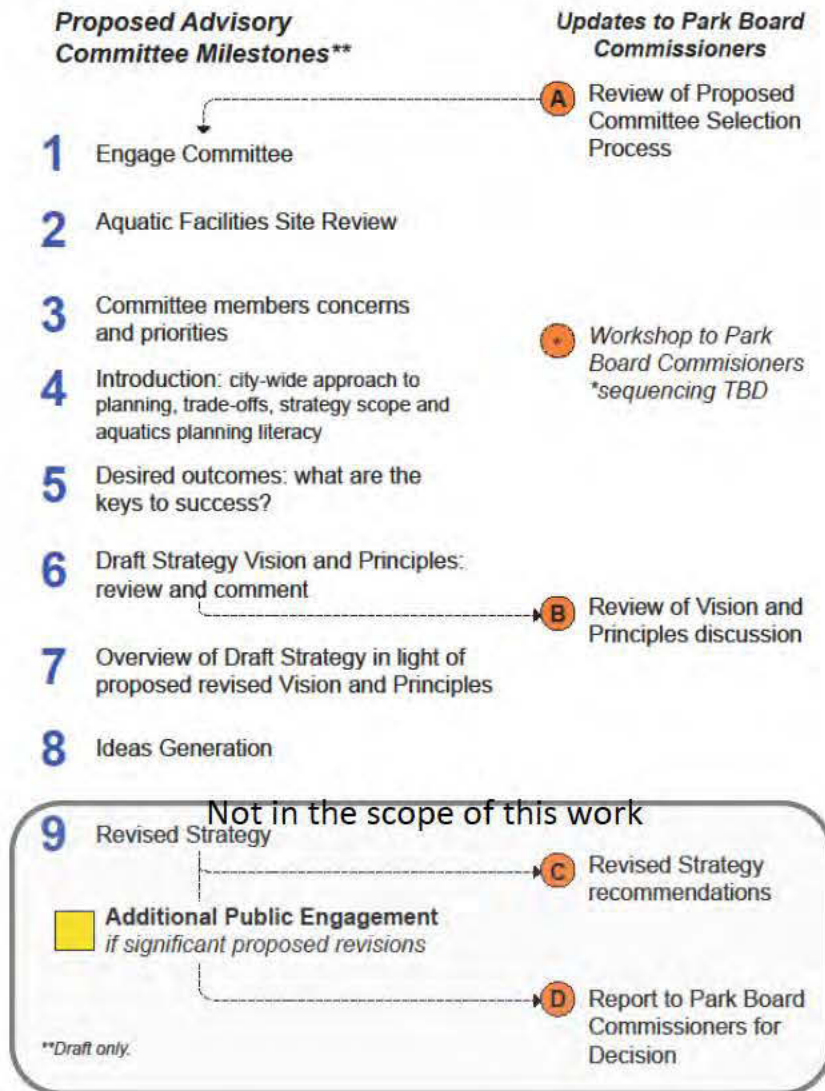
In order to address the Board's referral, staff proposed convening an Advisory Committee to review the Draft Strategy and suggest amendments.

On April 5<sup>th</sup> 2018, Park Board Commissioners were provided with an outline of a proposed and anticipated Advisory Committee process. Figure 1 describes the general intent of this process. Staff expect that these milestones will be modified through recommendations and discussions with the Consultant.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

PART B  
CITY REQUIREMENTS

Figure1. Advisory Committee Draft Process Framework





REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**PART B**  
**CITY REQUIREMENTS**

### **3.0 Scope of Work**

The interested professionals are required to provide a proposed detailed workplan and schedule along with techniques and methodologies that will be used to achieve the scope of work outlined below.

#### **3.1 Project Familiarization and On-Boarding**

Working with the Park Board project manager and staff working group the Consultant will orient themselves to the project and staff, understanding key interests, milestones and timelines. This includes organizing and conducting informational interviews with a selection of stakeholders who have previously expressed interest in the Draft VanSplash Strategy. Information gathered from the interviews will assist the Consultant in the development of the Advisory Committee process.

#### **3.2 Review and finalize Advisory Committee Process Framework (Figure 1)**

Provide guidance to Park Board staff on finalizing the Draft Advisory Committee Framework. This is to ensure that the proposed process will assist with reaching the project goal: to assemble an advisory committee, facilitating discussions, and gathering community feedback on the 2017 Draft Vancouver Aquatic Strategy for consideration.

#### **3.3 Develop and execute a Terms of Reference (TOR) for the Advisory Committee**

Work with Park Board staff to develop a TOR that will outline the committee member roles and responsibilities including the interface of the Advisory Committee with the Consultant, and the Park Board Project Manager (PM), the broader community and Park Board and City staff.

The TOR will also need to clearly communicate the mandate of this process, which includes creating an environment that enables a forum to promote in-depth and respectful discussions and consistent participation of Committee members throughout the entire project process.

#### **3.4 Develop and implement a methodology for a fair and representative member selection process for the Advisory Committee.**

Work with Park Board staff to set the composition and size of the Advisory Committee including recruitment process for members that represent both the neighbourhood and broader aquatic interests.

Among other criteria, the Committee membership composition will need to consider the representation to satisfy the following criteria:

- I. a city-wide lens provided by residents from different parts of the city;
- II. a diversity of aquatic users that represents various categories of aquatic services as identified in the Draft VanSplash strategy (including recreation, skill development, fitness, sport training, therapy); and
- III. Demographic diversity.;

#### **3.5 After the proposed selection process is approved by the Park Board, the Consultant will deliver it with assistance of Park Board communications staff in communicating it to the public.**

The Advisory Committee selection process will be submitted to the Board for Approval by the Commissioners. Staff will ensure that the Advisory Committee is assembled and operated in accordance to local governance protocol and expectations.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**PART B  
CITY REQUIREMENTS**

**3.6 Develop and execute a communication and facilitation strategy**

- I. The Consultant will provide regular updates to the Advisory Committee and at key milestones to the broader public. The Consultant will be required to deliver content to the Park Board PM to maintain the project webpage for communicating the Advisory Committee process at key milestones.

**3.7 Leading the Advisory Committee meetings**

- I. The Consultant will be responsible for planning, hosting, facilitating and leading the Advisory Committee meetings, including preparing agendas and meeting minutes. The agenda and meeting minutes of each Advisory Committee meeting will be reviewed and approved by the Park Board PM. Park Board staff and other technical experts will be available at the Advisory Committee meetings to advise, listen and respond to enquiries.

**3.8 Assist with providing updates to the Park Board**

- I. Staff will provide updates to the Park Board Commissioners at key process stages and will hold a Board workshop and report back with considerations as result of the Advisory Committee process. The Consultant will be required to provide content from the Advisory Committee process and deliberations to Park Board staff for communications to the Commissioners. This will include preparation of material, attendance and possible presentation at Park Board meetings during evening hours.

**3.9 Complete and provide a Summary Report**

- I. Provide and submit report including detailed summary of the process and the deliberation and outcomes of the Advisory Committee.

**3.10 The outcome of the Advisory Committee will include considerations for the Draft VanSplash and possible recommendations on additional required broad public consultations. This scope of services does not include this public consultation or updating the draft VanSplash document.**

**4.0 Project Governance**

- 4.1 The Project will be managed by the Park Board PM who will be the point of contact between the Consultant and an inter-departmental staff working group and other aquatic technical experts. Park Board and City staff and other technical experts will be available to advise and listen throughout the Advisory Committee process. Recommendations from the Advisory Committee will ultimately provide guidance for Park Board staff in completing the Draft VanSplash: Vancouver Aquatic Strategy report for presentation to the Park Board (outside the scope of this work). Senior Management Steering Committee will be updated on the progress of the project at various stages of the project.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**PART B**  
**CITY REQUIREMENTS**

**5.0 Acceptance Criteria**

- 5.1 The Consultant team must include Professionals who specialize in facilitation of complex meetings, Advisory Committee process development, executing communications strategies and have experience in local government projects. Community engagement experience related to park and recreation assets and services is preferred.
- 5.2 The Consultant must be familiar with the concepts of International Association of Public Participation (IAP2) and International Association of Facilitators (IAF); certification from one or both of the mentioned associations is preferred. The consulting team should have expertise in effective corporate communications for public sector clients and ability to graphically represent the process and summarize the results into a report format.
- 5.3 Response to this RFP is required to describe recommended detailed work plan, schedule, professional rates, example of relevant public projects, list of references, and estimated costs. Proposal should include an outline of all proposed team members including details on their proposed roles and details of their relevant experiences.
- 5.4 The Consultant will have demonstrated creative and collaborative ways of engaging the public and technical experts towards the creation of a comprehensive and successful strategy for a government body. A proven ability to bring together varying and divergent interests to a supportable conclusion will be a key attribute. A successful proposal will exhibit expertise, project experience, proposed timeline, and a clear connection between the work program and project approach. The proposals will be evaluated based on three categories of Technical expertise (60 points), Financial proposal (35 points) and Social Sustainability (5 points).

**6.0 Schedule**

- 6.1 The proposed timeline from project start to Finalized Summary Report on the revised recommendations is eleven months. The Consultant will lead 8 (2 hours each) anticipated meetings and 1 (8 hour) facilities tour with the Advisory Committee. The Advisory Committee could include 15-20 members. Number and hours of meetings and size of the Advisory Committee will be confirmed through further discussion with the Consultant.
- 6.2 Following the completion of this process, and outside of the scope described in this RFP, the Revised VanSplash Strategy will be completed and brought to the Park Board Commissioners in 2019 for decision. Updating the Draft Strategy and completing it, along with possible subsequent public engagement process is not within the scope of services of this project. The Consultant's proposal shall indicate whether they can meet the proposed timeline. If the timeline Table 1 below is not achievable, they must clearly state this in their submission and provide an alternate schedule for consideration.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

PART B CITY REQUIREMENTS

Table 1

Steps	Project Component*	Estimated Completion Date**
1	Project Start Up Meeting	September 2018
2	Committee Set Up A. Informational Interviews B. Finalize Advisory Committee Process Framework C. Develop Advisory Committee Selection Process	September 2018
3	Advisory Committee Selection Process	October 2018
4	Committee Set Up Continued A. Develop Advisory Committee Terms of Reference (TOR) B. Invite and Assemble Advisory Committee Members	October/November 2018
5	Advisory Committee Session (1) Introduction and On-Boarding	December 2018
6	Aquatic Facilities Site Review (2) Selection of field trips in advance and the field trip component	January 2019
7	Advisory Committee Session (3) - Introduction City-wide approach to planning, trade-offs, strategy, scope and aquatic planning literacy	February 2019
8	Advisory Committee Session (4) - Concerns and Priorities	February 2019
9	Advisory Committee Session (5) - Desired Outcomes. What are the keys to success?	March 2019
10	Advisory Committee Session (6) - Draft Strategy Vision and Principles: review and comment	March 2019
11	Advisory Committee Session (7) Overview of Draft Strategy in light of proposed revised Vision and Principles	April 2019
12	Advisory Committee Session (8) - Draft Recommendation	May 2019
13	Workshop for the Park Board Commissioners	May 2019
14	Advisory Committee Session (9) - Revised Strategy	June 2019
15	Draft Summary Report	June 2019
16	Finalized Summary Report	July 2019

\* This is a preliminary proposed program for discussion. The Consultant will provide full details in their proposed work program.

\*\*This schedule is subject to timing of award of contract.



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**PART B**  
**CITY REQUIREMENTS**

**7.0 Deliverables and Responsibilities**

7.1 The contract deliverables are as follows:

- I. Finalized Advisory Committee Process Framework
- II. Advisory Committee Selection Process
- III. Advisory Committee Terms of Reference (TOR)
- IV. Committee Recruitment Strategy
- V. Draft Summary Report (digital)
- VI. Finalized Summary Report (digital)

7.2 The Consultant is required to perform the following:

- I. Attending in-person meetings at the Park Board (PB) office at 2099 Beach Avenue (one Project Initiation Meeting and a minimum of 14 Project Component Progress meetings and/or bi-weekly phone calls as agreed upon with the Park Board PM). Discussions will include achievements to date, identifying problems to address, and proposed action plan; Prepare meeting agendas and provide to Park Board PM 5 business days before and distribute within 48 hours of each Advisory Committee Sessions and provide meeting notes within 72 hours of each meeting;
- II. Responding to Park Board staff requests within one business day via phone or email;
- III. Coordinating and attending Aquatics Facilities Site Review for Committee members with PB PM's assistance, conduct informational interviews, present Committee Members selection process to Park Board Commissioners
- IV. Preparing, coordinating, facilitating the Advisory Committee Sessions (agenda, minutes, and visual materials for minimum of 7 meetings)
- V. Executing and leading the Advisory Committee meetings
- VI. Providing meeting supplies (flip charts, markers, easels, etc.) for Advisory Committee meetings
- VII. Providing graphic presentation material (e.g. power point presentations)
- VIII. Preparing and printing learning material for the Advisory Committee as presentation boards up to 24 (30x42)
- IX. Communication with the Advisory Committee members
- X. Delivering project webpage content for regular updates
- XI. Facilitating a workshop with the Park Board Commissioners
- XII. Presenting final results of the Advisory Committee Process to the Park Board Commissioners

**8.0 Park Board Supplied Information**

8.1 Park Board staff will provide the following resources to the Consultant includes:

- I. Relevant background policy including: Aquatic Services Review (2001);
- II. Pool Assessment Study (2009);
- III. Park Board Strategic Framework (2012);
- IV. Mount Pleasant Pool Assessment (2015);
- V. VanSplash: Vancouver Aquatic Strategy DRAFT (2017) and all appendices;
- VI. A Healthy City for All: Healthy City Strategy 2014-2025 - Phase 1;
- VII. List of stakeholders involved with VanSplash and contact information identified to date;
- VIII. Past engagement materials and consultation feedback summaries.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

Handle venue bookings and refreshments for Advisory Committee meetings

**PART B**  
**CITY REQUIREMENTS**

- IX. Handle venue bookings and refreshments for Advisory Committee meetings
- X. Provide technical content of Draft Strategy required for presentation panels for meetings and sessions
- XI. Assist with the promotion of the call for Advisory Committee member through Park Board communications
- XII. Assistance with coordinating the Aquatic Facilities Site Review (e.g. access to facilities and booking a tour bus).
- XIII. Updates to the larger public through the VanSplash website, email list and Park Board communications channels

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 1  
PART C - FORM OF PROPOSAL  
RFP No. PS20181262, CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS  
(the "RFP")

Proponent's Name: \_\_\_\_\_  
"Proponent"

Address: \_\_\_\_\_  
\_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Proponent, having carefully examined and read the RFP, including all amendments thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 4 to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**Executive Summary**

Provide a brief executive summary of your Proposal.

**Approach to Meeting Requirements**

Describe your proposed approach to providing the required services.

**Key Personnel**

Identify and provide professional biographical information for the key personnel that would perform the required services.

**References**

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 1	



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	
Client Name # 1	Client Name # 1
Address (City and Country)	Address (City and Country)
Contact Name	Contact Name
Title of Contact	Title of Contact
Telephone No.	Telephone No.
E-mail Address	E-mail Address
Length of Relationship	Length of Relationship
Type of Goods and/or Services provided to this Client	Type of Goods and/or Services provided to this Client

**Leadership and Sustainability Questionnaires**

Complete the questionnaires attached as Appendices 2 and 3.

**Subcontractors**

List all of the subcontractors that the Proponent proposes to use in carrying out the required services and described the scope of subcontracted work (or write "None" if no subcontractors are proposed).

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REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**Declaration of Supplier Code of Conduct**

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct ("SCC") <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

As an authorized signatory of \_\_\_\_\_ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (*vendor name*).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Exceptions to Declaration:**

**Conflicts, Collusion, Lobbying**

See Article 9 of Appendix 4 for instructions.

**Pricing**

Complete Appendix 6 - Commercial Proposal which consists of: All prices are to be quoted in in Canadian currency and exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.

Consultants to complete Appendix 6 - Commercial Proposal which consists of:

Table 1 (Tab #1) - Detailed Breakdown of Proposed Fees for Services

Table 2 - (Tab # 2) Schedule of Labor Rates.

Pricing shall only be included in Appendix 6.

b) Proponent to provide proposed fixed pricing.

c) Pricing in Table 1 - Tab #1 shall include:

i) a total maximum fee for the Services, inclusive of all disbursements and taxes (except GST, which is to be shown separately), showing all costs associated with the requirements and deliverables as outlined in the Requirements, including all costs related to sub-consultants.

ii) the estimated staff time for each task broken down by team member, including sub-

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

consultants;  
iii) the hourly billing rates for all team members, including sub-consultants;  
iv) a breakdown of total maximum Project fee into the costs associated with each team member, including sub-consultants, inclusive of fees, disbursements and taxes (except GST);  
v) a description of all disbursements, including a maximum amount for each.  
vi) a breakdown of all other costs, such as additional proposed scope of work related to the project, additional meetings, etc.  
d) Table 2: Refer to Excel Spreadsheet "Appendix 6 - Commercial Pricing": Schedule of Labor Rates - Tab #2 - Labor Rates

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 2**  
**VENDOR LEADERSHIP QUESTIONNAIRE**

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process for this RFP.

Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

**For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.**

**For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.**

Questionnaire structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises Additional social sustainability initiatives
Section 3: Definitions	Definitions for key terms used in this Annex.

**SECTION 1: ENVIRONMENTAL IMPACT**

*This section of the leadership questionnaire addresses the following:*

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own buildings in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 2.



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

If yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting)
- b. Building envelope improvements (e.g., insulation, windows)
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

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2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 250 words or less.**

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3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

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4. Does your company have an office or operations recycling program in place?

☐ Yes ☐ No

If yes, which materials does your company recycle -- **check only those that apply:**

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 2**  
**VENDOR LEADERSHIP QUESTIONNAIRE**

5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. **Please limit answer to 250 words or less.**

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6. Indicate which environmentally preferable and/or sustainable goods or services your company currently purchases - **check only those that apply:**

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

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**SECTION 2: SOCIAL IMPACT**

This section of the leadership questionnaire addresses the following elements:

- Workplace development programs
- Supporting social enterprises
- Other social sustainability initiatives

To help the City achieve social value, Proponents are encouraged to perform part of the services though:

- Directly engage capable Social Enterprises
- Employ People with Barrier to Employment

1. Does your company employ and/or provide training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

- ☐ Yes                      ☐ No

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

If yes, describe the program including the name of non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

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2. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

☐ Yes ☐ No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

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3. Is your company structure either of the following:

- a. Social enterprise (as defined in Section 3 below).

☐ Yes ☐ No

If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

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- b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

☐ Yes ☐ No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**

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5. Please articulate how and to what degree (% of work, % of employment etc.) your company would support the above mentioned City social value.

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REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 2  
VENDOR LEADERSHIP QUESTIONNAIRE

**SECTION 3: DEFINITIONS**

**Social Enterprise:** A business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.

**Person with Barriers to Employment:** a person who faces one or more circumstances that can lead to underemployment or unemployment.

**Community Contribution Company (C3):**

“Community Contribution Company” means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to [www.fin.gov.bc.ca/prs/ccc](http://www.fin.gov.bc.ca/prs/ccc) for more information.



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 3**  
**SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE**

The City seeks a Proponent that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following requirements:

- a) uses the most energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- b) minimizes waste disposed to landfill or incinerator;
- c) uses environmentally preferable products or materials in delivering the service (e.g., products that contain higher post-consumer recycled content; that carry a 3<sup>rd</sup> party eco-certification; or do not contain or create substances of concern);
- d) uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

**The Proponent is encouraged to provide services that meet the above requirements where applicable.**

In the Proposal, please address the following questions regarding the service(s) that will be provided. Please review the definitions section prior to answering the questions. **If a question is not applicable to the service provided, indicate “not applicable.”**

1. Does delivery of the service require the use of equipment and/or vehicles?

Yes                      No

If yes, provide information to demonstrate that the equipment and/or vehicles to be used are the most energy efficient possible (e.g., ENERGY STAR qualified; position on the EnerGuide label; use lower carbon fuels; use renewable energy):

If a low carbon alternative is being proposed, provide information to demonstrate that it consumes less energy.

2. Will the delivery of the service generate solid waste that must be disposed of to landfill or incinerator?

Yes                      No

If yes, describe how your company would minimize solid waste disposed to landfill or incinerator.

3. Are any of the products and/or materials to be used in delivering the service environmentally preferable (e.g., contain higher post-consumer waste recycled content; carry a 3<sup>rd</sup> party eco-certification; non-toxic)? See definitions below for more information.

Yes                      No                      Not applicable to service

If yes, please provide information to demonstrate that the products or materials are environmentally preferable (e.g. per cent post-consumer waste; 3<sup>rd</sup> party certification; free of substances of concern):

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 3  
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

4. Is your company able to use a social enterprise and/or employ people with barriers to employment in delivering part, or all, of the service(s)?

Yes              No

If yes, please describe how your company would propose to do this:

5. Definitions:

Energy Efficient:

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- ENERGY STAR qualified,
- position on the EnerGuide label “energy consumption indicator” (e.g., above 50%),
- equipment uses renewable energy sources such as solar power

Environmentally preferable products

Environmentally preferable products are products that:

- have the highest possible post-consumer recycled content
- carry a 3<sup>rd</sup> party certification
- do not contain or create substances of concern

*Post-consumer recycled content:* is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

*3<sup>rd</sup> party eco-certification:* refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products - indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

*Substances of concern:* The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Products and/or materials used to provide the service should:

- not contain “persistent bioaccumulative and toxic” (PBT) chemicals (such as hexachlorobenzene, DDT, PCBs, mercury, etc.). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during its manufacture, use or disposal.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 4  
LEGAL TERMS AND CONDITIONS OF RFP**

**1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 4 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

**2. DEFINITIONS**

In this Appendix 4, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 4), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means Appendix 4 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20181262, as amended from time to time and including all addenda.

**3. NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Form, including this Appendix 4 (except only Sections 7, 8.2 and 10 of this Appendix 4, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

**4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT**

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 4  
LEGAL TERMS AND CONDITIONS OF RFP**

**5. EVALUATION OF PROPOSALS**

**5.1 Compliance / Non-Compliance**

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

**5.2 Reservation of Complete Control over Process**

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

**5.3 Discussions/Negotiations**

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 4, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

**5.4 Acceptance or Rejection of Proposals**

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

**6. PROTECTION OF CITY AGAINST LAWSUITS**

**6.1 Release by the Proponent**

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 4, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 4  
LEGAL TERMS AND CONDITIONS OF RFP**

- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

**6.2 Indemnity by the Proponent**

Except only and to the extent that the City breaches Section 8.2 of this Appendix 4, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

**6.3 Limitation of City Liability**

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 4), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

**7. DISPUTE RESOLUTION**

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 4, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 4 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 4**  
**LEGAL TERMS AND CONDITIONS OF RFP**

**8. PROTECTION AND OWNERSHIP OF INFORMATION**

**8.1 RFP and Proposal Documents City's Property**

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

**8.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

**8.3 All City Information Confidential**

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

**9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 4  
LEGAL TERMS AND CONDITIONS OF RFP**

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled “Conflicts; Collusion; Lobbying” in the Proposal Form.

**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in the section titled “Conflicts; Collusion; Lobbying” in the Proposal Form.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

**9.4 Declaration as to Lobbying**

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in the section titled “Conflicts, Collusion, Lobbying” in the Proposal Form.

**10. GENERAL**

- (a) All of the terms of this Appendix 4 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 4**  
**LEGAL TERMS AND CONDITIONS OF RFP**

- (b) The legal invalidity or unenforceability of any provision of this Appendix 4 will not affect the validity or enforceability of any other provision of this Appendix 4, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.



REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 5**  
**FORM OF AGREEMENT SAMPLE**

Appendix 5 Professional Services Agreement Sample sent as a separate file

REQUEST FOR PROPOSALS NO. PS20181262  
CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

**APPENDIX 6**  
**PRICING**

Appendix 6 (pricing tab) in Excel format sent as a separate file

## APPENDIX D - DELIVERABLES AND FEES

Specific list of deliverables and associated fees:

PS20181262 - CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

APPENDIX 6 - COMMERCIAL PROPOSAL

## CONSULTANT FOR VANSPLASH - ADVISORY COMMITTEE PROCESS

Table 1: Detailed Breakdown of Proposed Fees for Services:

Consultant is requested to complete columns: D, E, F, G, I, and J

	Work Task/Phase /Deliverable	Location of Activity	Team Members	Team Member Activity Role	Total Hours Basic Services	Hourly Rate	Total Fees	Description of Disbursements	Total Disbursements	Total Fees + Disbursements
<b>STEPS</b>										
	<b>FIXED FEE</b>				<b>13</b>		<b>\$ 2,155.00</b>		<b>\$0</b>	<b>\$ 2,155.00</b>
1	Project Start Up, Project Familiarization and On-Boarding		Jennifer Miller	Review background materials, prep for meeting, attend meeting.	10	\$ 160.00	\$ 1,600.00	No disbursements anticipated for this step.		
			Jessica Delaney	Attend meeting	3	\$ 185.00	\$ 555.00			
						\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			
	<b>FIXED FEE</b>				<b>41</b>		<b>\$ 6,655.00</b>		<b>\$0</b>	<b>\$ 6,655.00</b>
2	Committee Set Up  A. Informational Interviews  B. Finalize Advisory Committee C. Develop Advisory Committee		Jennifer Miller	(i.e. questions), schedule and conduct up to five informational interviews, develop brief report on interview findings, review and provide comment on Process Framework, develop Selection Process, including committee size, representation and	30	\$ 160.00	\$ 4,800.00	No disbursements anticipated for this step.		
			Jessica Delaney	Review and provide strategic advice on draft materials, including interview guide, Process Framework, Selection Process	8	\$ 185.00	\$ 1,480.00			
			Naomi Devine	Graphic design of Process Framework, to be used in recruitment materials	3	\$ 125.00	\$ 375.00			
						\$ -	\$ -			
						\$ -	\$ -			
	<b>FIXED FEE</b>				<b>50</b>		<b>\$ 8,250.00</b>		<b>\$0</b>	<b>\$ 8,250.00</b>
3	Advisory Committee Selection Process		Jennifer Miller	Recruitment Strategy, update and finalize based on staff feedback; implement Advisory Committee Selection Process in partnership with staff; develop recruitment	40	\$ 160.00	\$ 6,400.00	disbursements anticipated for this step, with the understanding		
			Jessica Delaney	Review and comment on Recruitment Strategy; ongoing strategic advice and oversight	10	\$ 185.00	\$ 1,850.00			
						\$ -	\$ -			
						\$ -	\$ -			
						\$ -	\$ -			

APPENDIX D - PROFESSIONAL SERVICES AGREEMENT

	FIXED FEE			35		\$ 5,850.00		\$0	\$ 5,850.00
4	Committee Set Up Continued A. Develop Advisory Committee Terms of Reference (TOR) B. Invite and Assemble Advisory Committee	Jennifer Miller	Develop draft TOR, update and finalize TOR based on feedback from staff, work with staff to invite and confirm committee members, gather input from confirmed members about preferences for	25	\$ 160.00	\$ 4,000.00	No disbursements anticipated for this step.		
		Jessica Delaney	strategic advice on draft TOR; ongoing oversight	10	\$ 185.00	\$ 1,850.00			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
	FIXED FEE			34		\$ 5,330.00		\$ 200.00	\$ 5,530.00
5	Aquatic Facilities Site Review (Z) Selection of field trips in advance and the field trip component (CONSULTANT NOTE: Activities and hours are based on Session 1 being a 2-	Jennifer Miller	Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop	18	\$ 160.00	\$ 2,880.00	materials (no venue or catering costs are included as Part B, Section 8.0 of RFP document)		
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00			
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of	6	\$ 140.00	\$ 840.00			
		Naomi Devine	Graphic design of meeting materials	4	\$ 125.00	\$ 500.00			
	FIXED FEE			52		\$ 8,045.00		\$ 200.00	\$ 8,245.00
6	Introduction City-wide approach to planning, trade-offs, strategy, scope and aquatic planning literacy (CONSULTANT NOTE: Activities and hours are based on Session #2 being an 8-hour facilities tour / field trip)	Jennifer Miller	Develop draft objectives for tour, refine and finalize objectives based on staff input; design tour schedule based on approved objectives; seek committee feedback on draft tour schedule / approach; develop pre-tour communication to committee members; prepare tour materials; support coordination of tour; facilitate tour; tour follow-up	27	\$ 160.00	\$ 4,320.00	Meeting materials (as outlined in Part B, Section 8.0, Park Board will book a tour bus and provide refreshments)		
		Jessica Delaney	Provide ongoing strategic advice and oversight	5	\$ 185.00	\$ 925.00			
		Abbey-Jane McGrath	Coordination and logistics support; assist with preparation of materials; take notes of tour	20	\$ 140.00	\$ 2,800.00			
					\$ -	\$ -			



APPENDIX D - PROFESSIONAL SERVICES AGREEMENT

7	Advisory Committee Session (3) - Introduction City-wide approach to planning, trade-offs, strategy, scope and aquatic planning literacy		Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
		Jennifer Miller		18	\$ 160.00	\$ 2,880.00	Meeting materials		
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00			
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00			
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00			
					\$ -	\$ -			
					\$ -	\$ -			
FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
8	Advisory Committee Session (4) - Concerns and Priorities		Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop	32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
		Jennifer Miller		18	\$ 160.00	\$ 2,880.00	Meeting materials		
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00			
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00			
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00			
					\$ -	\$ -			
					\$ -	\$ -			
FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
9	Advisory Committee Session (5) - Desired Outcomes, What are the keys to success?		Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
		Jennifer Miller		18	\$ 160.00	\$ 2,880.00	Meeting materials		
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00			
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00			
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00			
					\$ -	\$ -			
					\$ -	\$ -			

APPENDIX D - PROFESSIONAL SERVICES AGREEMENT

	FIXED FEE				32		\$ 5,080.00		\$ 200.00	\$ 5,280.00
10	Advisory Committee Session (6) - Draft Strategy Vision and Principles: review and comment	Jennifer Miller	Develop draft Session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to committee members; prepare session materials; set-up and facilitate session; meeting follow-up	18	\$ 160.00	\$ 2,880.00	Meeting materials			
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00				
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00				
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00				
					\$ -	\$ -				
	FIXED FEE			32		\$ 5,080.00		\$ 200.00	\$ 5,280.00	
11	Advisory Committee Session (7) - Overview of Draft Strategy in light of proposed revised Vision and Principles	Jennifer Miller	Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop	18	\$ 160.00	\$ 2,880.00	Meeting materials			
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00				
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00				
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00				
					\$ -	\$ -				
					\$ -	\$ -				
	FIXED FEE			32		\$ 5,080.00		\$ 200.00	\$ 5,280.00	
12	Advisory Committee Session (8) - Draft Recommendation	Jennifer Miller	Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to	18	\$ 160.00	\$ 2,880.00	Meeting materials			
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00				
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00				
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00				
					\$ -	\$ -				
					\$ -	\$ -				



## APPENDIX D - PROFESSIONAL SERVICES AGREEMENT

	FIXED FEE				58		\$ 9,050.00		\$ 500.00	\$ 9,550.00
13	Workshop for the Park Board Commissioners (CONSULTANT NOTE: Activities and hours are based on a 3-hour workshop)	Jennifer Miller	Develop draft workshop objectives, refine and finalize objectives based on staff input; based on approved objectives, develop detailed agenda for workshop, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop pre-communication to	30	\$ 160.00	\$ 4,800.00	Workshop supplies			
		Jessica Delaney	Provide strategic advice on workshop approach, design, materials, etc.	10	\$ 185.00	\$ 1,850.00				
		Abbey-Jane McGrath	Assist with preparation of materials; take notes during workshop, facilitation support as required	10	\$ 140.00	\$ 1,400.00				
		Naomi Devine	Graphic design of workshop materials	8	\$ 125.00	\$ 1,000.00				
					\$ -	\$ -				
					\$ -	\$ -				
	FIXED FEE			32		\$ 5,080.00		\$ 200.00	\$ 5,280.00	
14	Advisory Committee Session (9) - Revised Strategy	Jennifer Miller	Develop draft session Objectives, refine and finalize Objectives based on staff input; based on approved Objectives, develop detailed agenda for session, select engagement techniques and timings, refine and finalize agenda based on staff feedback; develop	18	\$ 160.00	\$ 2,880.00	Meeting materials			
		Jessica Delaney	Provide strategic advice on session design, based on approved Objectives	6	\$ 185.00	\$ 1,110.00				
		Abbey-Jane McGrath	Assist with preparation of materials; take minutes of session	6	\$ 140.00	\$ 840.00				
		Naomi Devine	Graphic design of meeting materials	2	\$ 125.00	\$ 250.00				
					\$ -	\$ -				
	FIXED FEE			34		\$ 5,485.00		\$ 0	\$ 5,485.00	
15	Draft Summary Report	Jennifer Miller	Develop draft summary report, based on all project input to date	25	\$ 160.00	\$ 4,000.00	No disbursements			
		Jessica Delaney	Review and comment on draft report, strategic advice and oversight	5	\$ 185.00	\$ 925.00				
		Abbey-Jane McGrath	Copy edit draft report	4	\$ 140.00	\$ 560.00				
					\$ -	\$ -				
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FIXED FEE				22		\$ 3,220.00		\$0	\$ 3,220.00
16	Finalized Summary Report		Review and finalize report based on staff and committee feedback	10	\$ 160.00	\$ 1,600.00	no disbursements		
		Jennifer Miller	Ongoing strategic advice and oversight	2	\$ 185.00	\$ 370.00			
		Jessica Delaney	Graphic design of final report	10	\$ 125.00	\$ 1,250.00			
		Naomi Devine			\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
					\$ -	\$ -			
Total Hours				563					
Total Hours Cost						\$ 89,600.00			
Total Disbursements						\$ 2,300.00			
Total Fees and Disbursements						\$ 91,900.00		\$ 2,300.00	\$ 91,900.00