



REQUEST FOR PROPOSAL 17-68

COMMUNICATIONS CONSULTANT

November 9th, 2017

The City of Campbell River is requesting proposals from qualified proponents to provide the services of a qualified Communications Consultant to assist with the creation and delivery of a fully integrated communications plan related to three major construction projects including the Waterfront Sewer System Upgrade, Big Rock Boat Ramp and Highway 19A Phase 3.

This RFP is available electronically by downloading from the City's website at http://www.campbellriver.ca/city_services/purchasing/request_for_proposal.asp

This is not a tender. This is a non-binding Request For Proposals. The City reserves the absolute right to negotiate with one or more Proponents as it sees fit. Nothing in this RFP shall obligate the City to enter into a contract with any person.

This RFP is scheduled to close at:

RFP Closing Time: 3:00 p.m. local time

RFP Closing Date: Thursday December 7th, 2017

Delivered to: City of Campbell River City Hall
301 St. Ann's Road
1st Floor Reception Desk
Campbell River, BC V9W 4C7
ATTN: Clinton Crook – Senior Buyer

Enquiries: Clinton J. Crook, SCMP, CPSM, Senior Buyer
Telephone: 250.286.5766, Facsimile: 250.286.5741
clinton.crook@campbellriver.ca

Supply Management

301 St. Ann's Road, Campbell River, B.C. V9W 4C7
Telephone: 250.286.5766; Fax: 250.286.5741
clinton.crook@campbellriver.ca



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COMMUNICATIONS CONSULTANT
RECEIPT CONFIRMATION FORM

As receipt of this document, and to directly receive any further information, addendums, etc. regarding this competition, please return this form to:

Clinton J. Crook, SCMP, CPSM,
Senior Buyer
Email: clinton.crook@campbellriver.ca
Fax: 250.286.5741

Company Name: _____

Address: _____

City: _____

Province/State: _____ Postal/Zip Code: _____

Telephone No: _____ Fax No: _____

Contact Person: _____

Title: _____

Email: _____

**CITY OF CAMPBELL RIVER
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INSTRUCTIONS TO PROPONENTS**

1.0 Submission Requirements

- 1.1 Proposals may be submitted via email or in a sealed envelope and addressed to:

City of Campbell River
301 St. Ann's Road
1st Floor Reception Desk
Campbell River, BC
V9W 4C7

ATTN: Clinton J. Crook – Senior Buyer

Ensure that the RFP name, number, company name, and return address is labelled on the outside envelope.

- 1.2 Proposals should be received by **3:00 p.m., Thursday December 7th, 2017**. Proposals will NOT be opened in public.
- 1.3 Proposals received and not conforming to Item 1.2, above, may at the City's discretion, be returned (unopened) to the *Proponent(s)* without consideration.
- 1.4 Proposals submitted via email are to be sent to clinton.crook@campbellriver.ca **Ensure to state the RFP name, number, and "Submission" in the Subject Line.** Email submissions should be consolidated into one (1) Adobe .PDF virus free file and no larger than 10MB's.
- 1.5 Proposals submitted to City Hall should include one (1) copy preferably in a bound 8½-inch x 11-inch format along with one (1) identical copy on a virus free data storage device (i.e. USB flash drive) in Adobe PDF format. No three-ring binders.
- 1.6 *Proponents* assume the entire risk when submitting a Proposal via email. The *City* will not be liable for any delay or rejection for any reason, including but not limited to, technological delays or issues caused by any network or email program, rejected as suspected spam, virus, malware, or email not identified in the Subject Line as a submission and being missed. The *City* will not be liable for any damages associated with Proposals not being received or being missed.
- 1.7 *Proponents* may choose to provide a completed Receipt Confirmation Form to the Senior Buyer, if they wish to receive any further information, addendums, etc. regarding this Request For Proposal.
- 1.8 *Proponents* are solely responsible for any costs or expenses related to the preparation, submission, and presentation of proposals.
- 1.9 After the closing time and date, all documents received by the *City* become the property of the *City*. The successful *Proponent* will be required to assign any copyright to the *City*. The *City* will have the exclusive rights to copy, edit and publish the material.

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- 1.10 This proposal is subject to the terms and conditions of the Agreement for Internal Trade, Mash Annex 502.4 and the New West Partnership Trade Agreement between the provinces of B.C, Alberta and Saskatchewan.
- 1.11 The awarding of a contract as a result of this Request for Proposal will not permit the successful *Proponent* to advertise the relationship with the *City* without the *City's* prior authorization.
- 1.12 Under no circumstances may the *Work* or any part thereof be subcontracted, transferred, or assigned to another firm, person, or company without the prior written authorization of the *City*.
- 1.13 If any director, officer or employee agent or other representative of a *Proponent* makes any representation or solicitation to any Councillor, officer or employee of the *City* of Campbell River with respect to the Proposal, whether before or after the submission of the Proposal, the *City* shall be entitled to reject or not accept the Proposal.

2.0 Proposal Format

Proposals, rather than tenders, have been requested in order to afford *Proponents* a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the *City's* needs in a more cost-effective manner. Proposals should be based on these Instructions and any Appendices issued.

The main body of the Proposal should not exceed 25 double-sided sheets (total of 50 pages). Cross-references should be included as appropriate to make reference to related relevant information.

Appendices can be added for supplementary materials that include brochures, sub-consultant proposals, detailed man-hour spreadsheets, resumes and supporting information.

Submission of Proposals should be arranged using the following format style:

Letter of Introduction

A brief cover letter introducing the Proponent's Proposal.

Appendix 1

Include a completed Appendix 1, as attached, to clearly show the company name, address, telephone number, e-mail address, and name of the primary contact person(s).

Table of Contents

Provide a table of contents for the Proposal.

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Project Understanding

The Proponent should provide a detailed summary of their understanding of the proposed Scope of Work in their own words. Demonstrate the understanding of the key issues specific to this assignment and the Proponent's approach to addressing them.

Provide a table which expands the Scope of Work into a series of potential tasks or work activities for the tasks described.

Provide a list of personnel with their hourly rates and an approximate number of hours utilization that the Proponent anticipates their involvement to provide the services to address the potential tasks and work activities. The Proponent is expected to provide an appropriate balance and allocation of resources/hours and seniority/experience assigned for the services.

Provide a list of potential deliverables that would be provided by the Proponent for the Scope of Work described in the Terms of Reference.

Approach and Methodology

Proponents should provide clear and concise information on their approach and methodology on how they will work with the City to deliver the required services and arrive solutions that best meets the City's requirements.

Provide a written narrative that clearly describes the services that will be provided. Provide a written summary describing how the Proponent's work plan will address the potential services.

Project Delivery

The Proponent should provide a clear and concise description of how they intend to deliver the services in sufficient detail that reasonably demonstrates that the Proponent understands the Scope of Work and how they intend to implement and execute it efficiently, cost-effectively, and to the highest quality.

Proponent Team

Firm profile: Name, address, telephone number, email address of the primary contact person, number of years in business, experience in similar projects, and geographic location of lead firm.

Capability: Size of workforce, equipment and facilities available where the work will be completed and where the consultant's Project Manager will be located.

Personnel: Identify the Project Manager and other key personnel. Provide an organization chart and resumes with relevant information for each team member,

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indicate their professional qualifications/designations, role and responsibility, summary of education/qualifications and experience in relation to the project.

Describe the availability and capacity of the Project Manager and other key personnel to undertake the Project.

Provide resumes for sub-consultants indicating their knowledge, qualifications and experience and if the Proponent will be using specialty sub-consultants.

Knowledge: Demonstrate knowledge of providing the services for local governments, in particular working with municipalities.

Experience: Provide a description of completed projects and past work history and demonstrate relevance to the Scope of Work described in the Terms of Reference. Describe how the Project Manager and other key personnel have been involved with similar projects.

References

Identify other projects for which your company has provided similar services. Provide references stating organization name, contact name, e-mail, phone number, and fax number to support this.

Proposed Budget

Proponents should also provide a high level budget and implementation plan detailing hourly utilization, plan tactics based on the Terms of Reference including any production costs or other expenses for the first year of the contract.

This budget should include hourly rates of all team members and an estimated allocation of hours between team members.

All prices proposed should be in Canadian (CAD) dollars and include all taxes, including provincial sales taxes, except GST, which shall be shown separately.

3.0 Definitions

- 3.1 “City” means The City of Campbell River.
- 3.2 “Consultant” means the successful “Proponent”.
- 3.3 “Proponent” means the entity submitting a proposal.
- 3.4 “Rate Schedule” means a comprehensive schedule defining the hourly charge out rates of all of the Proponent’s staff and any sub-contracted services rates. This Rate Schedule is to include any adjustments for 2019 and 2020.

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- 3.5 “Work” means and includes anything and everything required to be done for the fulfilment and completion of this agreement.

4.0 Confidentiality and Freedom of Information

- 4.1 Your proposal should clearly identify any information that is considered to be of a confidential or proprietary nature (the “Confidential Information”). However, the *City* is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the Act does offer some protection for third party business interests, the *City* cannot guarantee that any Confidential Information provided to the *City* will remain confidential if a request for access in respect of your proposal is made under the *Freedom of Information and Protection of Privacy Act*.

5.0 Pricing

- 5.1 *Proponents* are to base the value of their Proposal on provision of all services as outlined in the Terms of Reference related to the activities defined in **2018 only**, as shown in the Schedule contained in Item D of the Terms of Reference. Extension of the Agreement for years 2019 and 2020 will be negotiated based on the *Rate Schedule* to be submitted as part of the Proposal.
- 5.2 *Proponents* are to include a *Rate Schedule* detailing the individual hourly rates of all of the *Proponents* personnel and sub-contractors who may be utilized in delivery of the Services. This *Rate Schedule* should completely identify any necessary adjustments for years 2019 and 2020.
- 5.3 All invoices paid as a result of this Request for Proposal will be paid as per the *City's* standard payment terms "current month's invoices will be paid net 30 days".

6.0 Cancellation

- 6.1 The *City* reserves the right to cancel this Request for Proposal at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any *Proponent* as a result of that cancellation.
- 6.2 The *City* reserves the right to terminate the Contract, at its sole and absolute discretion, on giving 30 days written notice to the *Consultant* of such termination and the *Consultant* will have no rights or claims against the *City* with respect to such termination. Cancellation would not, in any manner whatsoever, limit the *City's* right to bring action against the *Consultant* for damages for breach of contract.

7.0 Accuracy of Information

- 7.1 The *City* makes no representation or warranty; either expressed or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

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8.0 Responsibility of Proponent

- 8.1 Each *Proponent* is responsible for informing themselves as to the contents and requirements of this RFP. Each *Proponent* is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposal. The *City* will not be responsible for any loss, damage or expense incurred by a *Proponent* as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any *Proponent*.
- 8.2 The *City* of Campbell River may at any time prior to the closing date and time issue additional information, clarifications, or modifications to the RFP by written addenda via the *City* of Campbell River website. Information provided in the addenda shall supersede all previous information provided.
- 8.3 The *City* of Campbell River will endeavour to notify all *Proponents* of any such addenda as may be issued but it is the *Proponent's* sole responsibility to ensure they have reviewed the *City's* website for any addenda issued. By submitting a Proposal the *Proponent* is deemed to have accepted and to abide by all addenda issued.
- 8.4 If a *Proponent* is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction should be submitted to the Senior Buyer, in writing.
- 8.5 Only the written Request for Proposal and any addenda issued by the Senior Buyer should be relied upon by *Proponents* when preparing and submitting their proposals.
- 8.6 By submitting a proposal, the *Proponent* represents that it has the expertise, qualifications, resources, and relevant experience to perform the *Work*.
- 8.7 *Proponents* should not rely on any dimensions or scales shown on any attached drawings. *Proponents* are responsible for all measurements and to examine the place of work prior to submission. By submitting a Proposal the *Proponent* represent that they have examined the place of work, or specifically elected not to.

9.0 Enquiries

- 9.1 All questions and enquiries should be submitted in writing no later than three (3) working days prior to the closing date of the RFP.
- 9.2 Any questions regarding this competition and the submission of proposals should be directed to *Clinton J. Crook, SCMP, CPSM, Senior Buyer* at 250.286.5766 or clinton.crook@campbellriver.ca

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10.0 References

10.1 The *City* shall have the right, but not the obligation, to contact any references.

11.0 Indemnification

11.1 The successful *Consultant* hereby releases and shall indemnify and save harmless the *City*, its officers, employees, officials, agents, *Consultants* and representatives from and against any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability arising from:

- a. errors, omissions or negligent acts of the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible in the performances of the Services;
- b. the breach, violation or non-performance of this Agreement by the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible in the performance of the Services;
- c. personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or during the provision of the Services under this Agreement, including without limitation WorkSafeBC claims and assessments.

11.2 The release and indemnity contained in section 10.1 shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the *City*, its officers, employees, officials, agents, *Consultants*, or representatives.

11.3 The *Consultant* is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the *Consultant*, its officers, agents, members, employees, *Consultants* or subcontractors, or any other person for whom the *Consultant* is in law responsible.

11.4 The release and indemnity contained in section 10.1 shall survive the termination of this Agreement.

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12.0 Insurance, Licenses, and Permits

- 12.1 The *Consultant* must submit to the *City*, upon acceptance of its proposal, the following:
- a. Comprehensive General Liability Insurance in an amount not less than \$2,000,000 with a provision naming the *City* as an additional insured and a Cross Liability clause;
 - b. A provision requiring the Insurer to give the *City* a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
 - c. A copy of your current Certificate of Clearance from WorkSafe BC;
- 12.2 The *Consultant* shall provide and pay for all necessary insurances, licenses, permits, and approvals from authorities having jurisdiction required for the performance of the *Work* and is responsible for any deductible amounts under the policies.
- 12.3 All insurances, licenses, and permits must remain valid for the term of the *Work*.

13.0 Declarations

- 13.1 In submitting a proposal the *Proponent* declares that:
- I (we) do not (or any related company) have any family, ownership, and operating relationships with the *City*, or any elected official, staff or other officials holding public office in the *City* and agree that the *City* reserves the right to reject any proposal that may be perceived to be in a conflict of interest.
 - I (we) am (are) not or have not:
 - a. an individual who has; or
 - b. an individual who was a shareholder or officer of a company that has; or
 - c. a company that has; or
 - d. a company with a shareholder or officer who has; or
 - e. a company that is, or was a shareholder of a company that is, or was a shareholder of a company that has; or
 - f. a company that has a shareholder or officer who is also a shareholder or officer of another company that has;
 - g. had a bid bond retained, or
 - h. had all or part of a performance bond retained, or breached a contract with the *City*, or failed to complete its obligations under any prior contract with the *City* (or any other publicly funded jurisdiction or organization in British Columbia), or has been charged or convicted of an offence in respect of a *City* (or any other publicly funded jurisdiction or organization in British Columbia) contract.

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14.0 Timing

- 14.1 Time is of the essence in carrying out the *Work*. The *Consultant* must commence the *Services* in a timely manner and carry out the *Services* in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the *Consultant* and the *City* from time to time.

15.0 Regulations of Authorities Having Jurisdiction

- 15.1 All *Work* provided must be in accordance with all laws and regulations pertaining to the *Work*. The laws of the Province of B.C. shall govern this proposal and any subsequent Agreement resulting from this proposal.
- 15.2 The *Consultant* will be required to enter into an Agreement with the *City*, refer to the attached Draft Agreement.

16.0 Evaluation Criteria & Process

- 16.1 An evaluation committee made up of *City* staff and its consultants will be reviewing proposal submissions. The evaluation criteria will be applied to all submissions fairly and without bias to any *Proponent* or proposal and the same criteria and weightings will be applied to all submissions.
- 16.2 No assumptions should be made that information regarding the *Proponent* or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the *Proponent*.
- 16.3 The *City* reserves the right to conduct pre-selection meetings with *Proponents*. *Proponents* may be requested, as part of the evaluation process, to provide a presentation, which may include a demonstration of their products.
- 16.4 The *City* reserves the right to conduct pre-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.
- 16.5 Award of any contract resulting from this RFP may be subject to available funding, City of Campbell River Council approval, and other budget considerations.
- 16.6 The *City* is entitled to accept for consideration any or none of the proposals submitted and will evaluate proposals based on the “best value” and not necessarily the lowest cost. The following are some of the key considerations that the *City* expects to take into account to determine best value:

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	Description	Weight
1	Qualifications & Experience – Company experience, personnel qualifications, similar projects, references, etc.	25%
2	Methodology – Collaborate with City during process to develop solution, project understanding, work plan, community engagement, innovation, etc. City requirements, etc.	40%
3	Proposal – Completeness, overall quality and level of details submitted, value added services, etc.	25%
4	Budget – Pricing structure, fees, costs, etc.	10%

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A. INTRODUCTION

The City of Campbell River, a coastal city of over 32,000 people, is located on the east coast of Vancouver Island at the south end of the important Inside Passage shipping route. The “Salmon Capital of the World” rises up from Discovery Passage and stretches along the coastline for approximately 14 kilometres.

As part of the City’s long range capital plan, the City is preparing for the delivery of several key inter-related infrastructure projects. These projects will be delivered within the same time period and the same geographical location resulting in the requirement for a high degree of coordination to ensure successful outcomes.

Waterfront Sewer System Upgrade:

This project includes the renewal of approximately 4.5km of sanitary sewer transmission system along the Highway 19A foreshore connecting the Simms Creek Pumping Station, south of Rockland Road to the Maritime Heritage Centre at the entrance to Pier Street. Also included is the replacement of two sanitary lift stations connecting to this transmission system and the construction of a third, new lift station. Construction is expected to commence in 2018 with the work being delivered in three distinct phases in a coordinated manner with the Highway 19A Phase 3 project and being complete by 2020.

Big Rock Boat Ramp

This project includes the renewal of all in water structures at the Big Rock Boat Ramp facility located on Highway 19A. Due to regulatory requirements and need to access the marine environment, this work will take place in the late spring and summer of 2018. Future improvements for the parking areas and upland amenities will be considered as part of the Highway 19A Phase 3 project. This project will result in the closure of this facility for a significant portion of the 2018 sport fishing season with all in water works to be complete by fall 2018.

Highway 19A Phase 3

The City has recently received funding from both the Federal and Provincial Governments for the renewal of the next 1.0km section of the City’s long range plan for improving Highway 19A, connecting the northern limit of the previous phase, at the Simms Creek pumping station, to the Big Rock Boat Ramp site. This project will see the complete renewal of all below grade utilities, undergrounding all overhead electrical and communications wiring and the reconstruction of the roadway to a level consistent with the previous phases and as described in the South Island Highway (19A) Conceptual Design Report completed in 2005.

Given the impact to the foreshore that these three projects will have during the course of completion, the City is seeking the services of a qualified communications consultant to assist with the creation and delivery of a fully integrated Communications Plan.

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B. Objectives

The City of Campbell River is looking to provide the community with a cohesive communications plan throughout the course of these three infrastructure construction projects. Primary goals of assignment are to advise residents and businesses of the impending impacts and related rationales followed by up to date construction progress status reporting by engaging in a proactive manner with a range of different groups and stakeholders.

The City wishes to build on existing methods and systems and create accessible forums for feedback so that residents can provide comments and feedback about the projects during the final design and construction phases. It should be recognized that given the requirement for the project outcomes to align with community endorsed master plan for this upgrade, opportunities for changes to the project objectives will be minimized.

To achieve this level of communication the City would like to utilize a range of communication methods including traditional communication tools (newsletters, news releases, public presentations, etc.) as well as online-based media (web-based logs and updates, e-mail feedback, social media etc.)

C. Scope of Work

The City requires the services of a Communications Consultant who will be responsible for working in an integrated manner with the City's Project Team in undertaking the planning, coordination and delivery of external communications related to three major construction projects. This would include the delivery of the following professional services:

C.1. Communications Strategy and Planning

- a. Develop communications strategy defining appropriate levels of outreach given the varying degree and unique nature of impacts that each project will impose on the corridor,
- b. Develop communications strategy that works in cohesive manner with local print and radio media so as to limit occurrence of reactionary type reporting on project progress and impacts.
- c. Review of and utilization of existing Project communications resources, processes and procedures, including City website, project notification tools, graphic templates, etc. See: <http://www.campbellriver.ca/city-services/capital-improvement-projects>
- d. Development of a coordinated communications plan which addresses the unique components of each project including project goals, key objectives, methods and activities, materials required, audience details, timelines, and budget that fully recognizes the project constraints, and presents to the community under a single umbrella.
- e. Where possible, align project-related communications to the broader strategic communications goals of Campbell River Council.

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C.2. Creation of Communication Materials

- a. Create a range of communications materials and tools as outlined in the communications plan through the provision of:
- b. Creation of content for inclusion in news releases, construction progress reports, briefing notes, newsletters, event announcements, presentations, public service announcements for broadcast, speaking points, responses to public queries, advertisements/announcements, FAQ's, media backgrounders, web page content, surveys, etc.
- c. Signage package to be employed throughout the community
- d. Phone query management for timely responses to public queries.

C.3. Community Relations

- a. Develop and manage public information requests and responses
- b. Develop collaborative relationship with businesses within the corridor and create proactive solutions for potential impacts resulting from construction related changes in traffic patterns
- c. Following the communications plan, coordinate and host public meetings and open houses
- d. Create forum with specialty user groups to develop temporary solutions that are endorsed and supported by the community
- e. Create feedback tools such as surveys, info lines, etc. to receive and process feedback
- f. Act as a liaison between construction/project crews and various groups (residents, businesses, media) in order to share updates around project progress
- g. Create programs and tools to keep residents up to date, with a focus on those in close proximity to projects
- h. Work with the City on any required property acquisition activities related communications
- i. Assist in the translation of technical data for various non-technical audiences
- j. Coordinate special events related to project milestones

C.4. Media Relations

C.4.1. Earned Media (Public Relations):

- a. Act as point person for all media interview and information requests
- b. Create and maintain media lists for print, broadcast, and online media journalists
- c. Prepare regular (minimum monthly) news releases and backgrounders relating to project progress
- d. Monitor media coverage and maintain a log of related news coverage over the course of the project – respond as required to correct mis-information
- e. Host and guide on-request and pre-planned media tours
- f. Facilitate photo opportunities for project milestones or at the request of media
- g. Coordinate media interviews with CCR Mayor, council, staff, or appropriate project spokespeople

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- h. Ensure the City is well represented in press initiatives by the Federal or Provincial governments

C.4.2. Paid Media (Local Advertising):

- a. Develop an advertisement or public announcement ad template in accordance with City corporate design guidelines.
- b. Create and update public notice ads related to public meetings and events
- c. Book and place ads in local media, based on meeting timelines
- d. Review and coordinate general contractor-related communications throughout construction period to ensure accuracy and consistency
- e. Develop appropriate level of advertisements or public announcements and manage the process of inclusion on major Social Media sites

C.4.3 Owned Media (Facebook, Twitter, Youtube, Instagram, etc)

- a. Monitor appropriate social media sites, blogs, websites for project specific activity, log key activities and provide regular updates to project team
- b. Develop necessary updates, online tools, feedbacks for posting to relative social media site and monitor related performances
- c. Online media services including support of project website pages, weblog, online photo “diary”, social media and e-mail management strategies, etc. to provide opportunities for public feedback

C.5. Consulting Services

- a. Provide strategic communications advice for City staff, consultants, contractors and Council
- b. Provide proactive issues identification and management
- c. Act as designated media contact and project spokesperson and liaise as needed with project managers, public and media throughout projects
- d. Accommodate the need for positive profile for these projects by the Federal and Provincial governments, while reconciling this with ensuring a positive profile for Campbell River
- e. Provide final report in Council-ready format outlining communications activities and outcomes
- f. Maintain scheduled office hours at City of Campbell River designated communications office throughout construction period.

C.6. Miscellaneous

- a. Miscellaneous expenses including printing, mailing costs, advertisement placement costs, hall rentals for public meetings, photography will be supplied directly by the City or reimbursed at cost.
- b. The proposal should clearly outline the methodology the consultant will use in achieving the objectives of this Proposal Call.

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D. Timing

The following schedule provides an overall outline of the main project objectives and the anticipated communications related tasks for that period. This is intended to form an outline of this communications scope of work; however, is not intended to be exhaustive and or complete and may be modified over the course of this assignment and the project.

Period	Key Activities	Communications Related Tasks
2018 Q1	Tendering Construction of Sani Force Main (F/M) Phase I Lift Station Design ongoing Engineering services Hwy 19A procured	Community Project Introduction Traffic Impact Sani F/M Ph I Community Outreach Sani F/M Ph I Property Interface
2018 Q2	Construction of Sani F/M Phase I Big Rock Boat Ramp Tendering/construction start Hwy 19A Phase 3 consulting Team in place Lift station Design complete	Construction related Outreach Traffic Impact Sani F/M Ph I Community Outreach Lift Station Property Impact Outreach Boat Ramp User Group Outreach
2018 Q3	Big Rock Boat Ramp Construction Sani F/M Phase II Design complete Rockland to 1st Ave Preliminary design Hwy 19A Phase 3 complete	Boat Ramp User Group Outreach Hwy 19A initial Property Interface
2018 Q4	Hwy 19A detailed design	Hwy 19A Ph 3 Community Outreach
2019 Q1-Q3	Hwy 19A detailed design and approvals Lift Station Construction	Hwy 19A Property Specific Outreach Lift Station Property Impact Outreach
2019 Q4	Hwy 19A Tender for Construction services	Traffic Impact Community Outreach Property Interface Outreach
2020 Q2-Q4	Hwy 19A Ph 3 Construction Sani F/M Phase II Construction	Construction related outreach Construction related outreach Traffic Impact Hwy 19A Ph 3 and Sani F/M Ph II Community Outreach

E. Term

The term of this Agreement shall be for one (1) year, with the option for renewal of years two (2) and three (3) at the sole discretion of the City.

**CITY OF CAMPBELL RIVER
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APPENDIX 1**

APPENDIX 1

Date: _____

Name of Company: _____

Primary Contact: _____

Title: _____

Address: _____ Postal Code: _____

Telephone No.: _____ Fax No.: _____

Email: _____

Signature: _____

**CITY OF CAMPBELL RIVER
REQUEST FOR PROPOSAL 17-68
COMMUNICATIONS CONSULTANT
DRAFT AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2017

Reference No.: RFP 17-68

Contract: COMMUNICATIONS CONSULTANT

BETWEEN:

City of Campbell River
301 St. Ann's Road
Campbell River, B.C. V9W 4C7

(the "City")

AND:

TBD

(the "Consultant")

- A. The *City* requires the professional services of the *Consultant* and desires to engage the *Consultant* to perform the services set out in this Agreement.
- B. The *Consultant* has agreed to perform the Services in accordance with the terms and conditions of this Agreement.

In consideration of the terms, covenants and conditions of this Agreement, the *City* and the *Consultant* agree as follows:

1.0 CONSULTANT'S SERVICES TO THE CITY

- 1.1 The *Consultant* must provide and is responsible for the services outlined in the work plan submitted to the *City* by the *Consultant* in response to the Request for Proposal (the "Proposal") hereto as Schedule "A" and forming an integral part of this Agreement in the amount of \$XXXXX, excluding GST.
- 1.2 If there is any inconsistency or conflict between the provisions of the contract documents then the contract documents shall govern and take precedence in the following order with the Agreement taking precedence over all other contract documents:
 - a. The Agreement between the City and Contractor;
 - b. The Contractor's submitted proposal and pricing;
 - c. The City's Request For Proposal and all addenda's;
 - d. All other contract documents.
- 1.3 The *Consultant* may engage professional sub-consultants for the performance of specific tasks forming part of the Services, as approved in writing by the *City*. The sub-*Consultants* may not be replaced without the prior written consent of the *City*.

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- 1.4 The *Consultant* must administer, coordinate, and manage all Services of sub-*Consultants*, and is responsible for all work performed by the sub-consultants in relation to the Services and will pay all fees and disbursements of all sub-consultants.
- 1.5 The *Consultant* must perform the Services:
- a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature;
 - b) in accordance with current professional practices; and
 - c) in conformance with the latest design standards and codes applicable at the time of design.
- 1.6 The *Consultant* must furnish all personnel required to perform the Services, and all personnel must be competent and qualified to perform the Services.
- 1.7 Where specific personnel have been proposed by the *Consultant* for the performance of the Services, and have been accepted by the *City*, the personnel may not be replaced without the prior written consent of the *City*.
- 1.8 The *Consultant* must commence the Services in a reasonably timely manner and carry out the Services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the *Consultant* and the *City* from time to time.

2.0 BASIS OF PAYMENT TO THE CONSULTANT

- 2.1 In consideration of the Services performed by the *Consultant* to the satisfaction of the *City*, the *City* will pay the *Consultant* the fees and reimbursable expenses as prescribed in this agreement.
- 2.2 Payment to the *Consultant* will be based on hours worked by the employees of the *Consultant* multiplied by their hourly rates as indicated in the proposal and shall not exceed the budget without prior written authorization from the *City*.
- 2.3 The limit on the fees to be paid by the *City* to the *Consultant* does not diminish the duties and obligations of the *Consultant* to provide the Services.
- 2.4 All other expenses not listed above are considered to be included in the *Consultant's* fees.
- 2.5 The *Consultant* shall submit invoices to the *City* representative or delegate on a monthly basis.
- 2.6 On each invoice the *Consultant* shall list the names, hours worked and pay rates of all employees of the *Consultant* or sub-consultants that have worked on the Services for the phase of the work plan. Each invoice should also record the total amount of all claims to date, the value of this claim and the remaining budget to completion.

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- 2.7 Attached to each invoice shall be copies of invoices for all disbursements claimed; confirmation of payments made to sub-consultants and a brief report detailing work completed to date, work completed during the period covered by the invoice and work outstanding to complete the Services.
- 2.8 If the *City* does not approve of or wishes to further review, audit or otherwise seek clarification concerning the *Consultant's* invoices, the *City* is not liable for interest charges in respect of the invoice for the period from the date the invoice is submitted until the date that the invoice is paid.
- 2.9 If the *City* approves the amount of an invoice, the *City* will cause the invoice to be paid on or before the 15th day of the month following receipt and approval of the invoice.
- 2.10 The *Consultant* must keep proper accounts and records of all costs and expenditures forming the basis of any billing to the *City*, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed.
- 2.11 The *City* is entitled to verify the accuracy and validity of all billing and payments made by auditing and taking extracts from the books and records of the *Consultant*. Notwithstanding the foregoing, the *City's* right to inspect, copy and audit shall not extend to the composition of the *Consultant's* rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

3.0 CHANGES TO SCOPE OF SERVICES

- 3.1 The *City* may at any time vary the scope of work to be provided by the *Consultant*.
- 3.2 If the *Consultant* considers that any request or instruction from the *City* constitutes a change in the scope of the Services, the *Consultant* must advise the *City* within ten (10) days in writing.
- 3.3 Without written advice within the time period specified, the *City* is not obligated to make any payments for additional fees to the *Consultant*.

4.0 INDEMNIFICATION

- 4.1 The *Consultant* and any sub-consultants shall at all times indemnify and save harmless the *City* and/or any of its officers or employees from and against all claims and demands, loss, costs, damages, suits, fees or other proceedings brought or prosecuted, based upon, occasioned by or attributable to the negligent acts, errors or omissions of the performance of the Services by the *Consultant*, its officers, employees, contractors or subcontractor.
- 4.2 The release and indemnity contained in section 4.1 shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the *City*, its officers, employees, officials, agents, contractors, or representatives.

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4.3 The *Consultant* is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the *Consultant*, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the *Consultant* is in law responsible.

4.4 The release and indemnity contained in section 4.1 shall survive the termination of this Agreement.

5.0 INSURANCE, LICENSES, AND PERMITS

5.1 The *Consultant* must submit to the *City*, upon acceptance of its proposal the following:

- a. Comprehensive General Liability Insurance in an amount not less than \$2,000,000 with a provision naming the City as an additional insured and a Cross Liability clause;
- b. A provision requiring the Insurer to give the City a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;
- c. A copy of your current Certificate of Clearance from WorkSafe BC;

5.2 The *Consultant* shall provide and pay for all necessary insurances, licenses, permits, and authorities having jurisdiction required for the performance of the *Work* and is responsible for any deductible amounts under the policies.

5.3 All insurances, licenses, and permits must remain valid for the term of the *Work*.

6.0 CITY APPROVALS

6.1 No reviews, approvals or inspections carried out or information supplied by the *City* or its employees derogate from the duties and obligations of the *Consultant*, with respect to the Services, and all responsibility for the Services is the *Consultant's*.

7.0 TERMINATION

7.1 At any time, in its sole judgment, the *City* may terminate the services of the *Consultant* in whole or part by giving 30 days written notice to the *Consultant*.

7.2 If termination is not for cause, the *Consultant* shall be paid at the rate prescribed for all services properly performed to the date of the delivery of the notice according to the terms of this Agreement, plus necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part terminated.

7.3 At any time, in its sole judgment, the *City* may instruct the *Consultant* to terminate the services of any sub-consultant appointed a role under the Services Agreement, in whole or part by giving 30 days written notice to the *Consultant*. In this case, the *Consultant* will implement a suitable replacement, to the approval of the *City*, in the same 30 days.

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8.0 CONFIDENTIALITY

- 8.1 The *Consultant* acknowledges that in performing the Services required under this Agreement, it will acquire information about certain matters which is confidential to the *City*, and the information is the exclusive property of the *City*.
- 8.2 The restrictions on use and disclosure of confidential information under this Agreement shall not apply to information which (a) was in the possession of the *Consultant* before the *Consultant* was retained by the *City* to provide the services (so long as such information has not previously been designated as confidential, whether pursuant to an agreement between the *City* and the *Consultant* or otherwise); or (b) becomes publicly known other than through the *Consultant*; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

9.0 OWNERSHIP OF DOCUMENTS

- 9.1 All deliverables including, but not limited to: plans, models, designs, specifications, reports and other documents ("Work Product") produced by the *Consultant* and any agent, member, employee, contractor or subcontractor of the *Consultant* in connection with the provision of the Services and provided to the *City* shall become the sole property of the *City*. The *City* shall have the right to utilize the Work Product for its benefit in connection with any future repair, modification or extension of the project for which the Services were provided.
- 9.2 If required by the *City*, the *Consultant* will assign any copyright of the product of the *Consultant's* Services and will obtain similar assignments from the sub-contractors.

10.0 TERM

- 10.1 The term of this Agreement shall be for one (1) year, with the option for renewal of years two (2) and three (3) at the sole discretion of the *City*.
- 10.2 Should the *City* elect to renew the Agreement for years two (2) and three (3), the extension to the Agreement will be dealt with as a Change as per item 3.0 of this Agreement.
- 10.3 Time is of the essence in carrying out the Services. The *Consultant* must commence the Services in a reasonably timely manner and carry out the Services in accordance with the completion dates set out in the work plan, or as mutually amended in writing by the *Consultant* and the *City* from time to time.

11.0 RESOLUTION OF DISPUTES

- 11.1 This Agreement shall be governed by the laws of the Province of British Columbia.
- 11.2 If requested in writing by either the *City* or the *Consultant*, the *City* and the *Consultant* shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the

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assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to the arbitration of a single arbitrator, or to three arbitrators failing such an agreement, in which case each party shall appoint one arbitrator, and the first two named shall choose the third arbitrator. Any arbitration shall be conducted in accordance with the Commercial Arbitration Act (British Columbia). The award and determination shall be binding upon the parties hereto and their successors and assigns.

11.3 The cost of arbitration will be borne equally by the parties.

12.0 NOTICES

12.1 Communications among the *City* and the *Consultant*, including all written notices required by the agreement, may be delivered by hand, e-mail, fax, or by pre-paid registered mail to the addresses as set out below:

The *City*: City of Campbell River
 301 St. Ann's Road
 Campbell River, BC
 V9W 4C7
Attention: Jason Hartley, P.Eng., Capital Works Manager
Email: jason.hartley@campbellriver.ca

The *Consultant*: **TBD**

Attention:
Email:

The City of Campbell River

AUTHORIZED SIGNATORY

TBD

AUTHORIZED SIGNATORY

WITNESS

WITNESS