



THE CITY OF NORTH VANCOUVER

REQUEST FOR QUALIFICATIONS

PRE-QUALIFICATION FOR COMMUNICATIONS AND CREATIVE SERVICES

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Appendix A - City of North Vancouver Service Agreement

1.0 INTRODUCTION

The City of North Vancouver (“the City”) invites submissions from qualified professional communications firms and contractors for the delivery of a variety of communications and engagement services. These services are required on an “as and when needed” basis and will only be required based upon the discretion of the City.

Respondents who consider themselves qualified and experienced to undertake the works described in the following sections are invited to submit qualifications to the City.

2.0 TERMS AND CONDITIONS

2.1. Responses should be received on or before:

4:00PM (Local Time) on Wednesday, August 14, 2024

The City prefers electronic submission of responses. Submissions should be in the form of a single pdf file. Send submissions by email to purchasing@cnv.org

1. In the subject field enter: “Communication and Engagement Services RFQ”
2. Attach the file in .pdf format and send (ensure you receive an email confirmation to confirm upload is complete)

Submissions shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party’s network or email program, and the City will not be liable for any damages associated with submissions not received.

If there is no ability to submit electronically, a paper copy of the proposal may be submitted, on or before the closing time to: Sabine Zander, Purchasing Manager, City of North Vancouver, 141 West 14th Street, North Vancouver, BC V7M 1H9.

- 2.2 All responses received shall become the property of the City of North Vancouver and will not be returned. The submissions will be held in confidence by the City subject to the provisions of the Freedom of Information and Protection of Privacy Act.

THE CITY OF NORTH VANCOUVER
RFQ - PRE-QUALIFICATION FOR COMMUNICATIONS AND CREATIVE SERVICES

- 2.3 The City will not accept any responsibility for costs incurred in responding to this Request for Qualifications and, if short-listed, for the preparation of detailed tenders.
- 2.4 Submitting a response, and its receipt by the City, does not represent a commitment on the part of the City to proceed further in this process or plan with any respondent.
- 2.5 The City may at its discretion, enter into discussions or negotiations with any respondent, request further information from the marketplace, or pursue other options.
- 2.6 All amendments or changes will be published at the City of North Vancouver website and the BC Bid website. It is the responsibility of the respondent to monitor the City of North Vancouver website to check for updates or changes.
- 2.7 Prior to the date for submissions, respondents should not contact any other representative of the City regarding this Request for Qualification, other than the representative identified in Section 2.10, without that representative's permission. Unauthorized contact with any City representatives, including members of City Council, may be cause for the rejection of the submission.
- 2.8 Respondents are expected to be aware of the requirements of the City's Supplier Code of Conduct and to comply. The code of conduct is part of the City's Sustainability Policy see Appendix B here: <https://www.cnv.org/city-services/bid-notices/sustainable-purchasing-policy>
- 2.9 Respondents are expected to be aware that the City of North Vancouver is a Living Wage Employer, and expects its contractors and service providers to comply and meet the requirement of the Living Wage for Families Campaign. <https://www.cnv.org/Your-Government/Sustainability-in-the-City/Living-Wage>
- 2.10 Questions regarding this Request for Qualifications should be directed to:

Sabine Zander, Purchasing Manager
Finance Department
City of North Vancouver
141 West 14th Street
North Vancouver BC, V7M 1H9

Ph: 604-983-7392
Email: purchasing@cnv.org

3.0 BACKGROUND

The City of North Vancouver is the urban core of the beautiful North Shore and has a long-term vision to be “The Healthiest Small City in the World”, with five key priorities to be a City for People, a Liveable City, a Vibrant City, a Connected City and a Prosperous City.

4.0 DESCRIPTION OF REQUIRED SERVICES / PROJECT

The City’s Communications and Engagement Division keeps the community engaged and informed by increasing public awareness, participation and engagement in City programs, services and initiatives. The Division is responsible for strategic communications planning, community engagement, management of the City website and social media channels, advertising, outreach programs, brand development, production of City materials, media relations and issues management. At times, external communications support is required for specific projects.

5.0 SCOPE OF WORK

The “work” is related to communications consulting support services on an “as and when, if required basis”. The work would involve supporting the City’s Communications and Engagement Division and other communications staff across the organization. The City makes no guarantee of a minimum, or any work if selected for prequalification.

Respondents can submit for one or for multiple services.

The scope of services fall into three categories creative services, media relations and issues management, and strategic communications planning and implementation. The work will include, but is not limited to:

- Provide strategic communications and public relations advice, support and plans.
- Develop communications and marketing campaigns for specific projects, services or initiatives.
- Brand strategy and implementation including the design and production of brand collateral.
- Graphics design and production of variety of print, online materials and infographics from concept development, sourcing images to web/print production using current industry standard software such as Adobe Creative Suite and Acrobat.
- Multimedia, videography and photography include video script development and production
- Issues management and crisis communications support including developing key messages, briefing notes and preparing Q & A’s.
- Media training, briefing or advice to identified staff;
- Digital platform support for media monitoring and issues management

- Writing and editing services for a variety of print, media and online materials including copywriting and plain language of technical information and web content development.
 - Illustration, Animation and digital assets - technical diagrams, animated infographics
- 5.1 Possible assignments will range in number of staff required, duration, and total hours required. The majority of the work required is anticipated, but not limited, to fall between the \$5000-\$20,000 dollar value per individual assignment and will not exceed one (1) year in duration
- 5.2 The City makes no guarantee of work. Work would be on an as, if and when needed basis. The City will at its sole discretion determine if a project is to be bid on by the prequalified group, another select group, or issued for public RFP. This prequalification does not guarantee an exclusive, or any right to supply these services to the City. This Prequalification list will be active from the end of September 2024 to December 31 2027.
- 5.3 Prior to engagement any consultant would be requested to submit;
- Clearance Letter from Work Safe BC
 - Business Licence with the City of North Vancouver;
 - Certificate of CGL Insurance of no less than \$5.0 million indicating the City as additional insured;
 - Certificate of Professional Liability Insurance no less than \$1.0 million indicating the City as additional insured
 - Enter into a CNV Service agreement attached as appendix A

6.0 SUBMISSION OF QUALIFICATIONS

Respondents who consider themselves qualified and experienced to undertake projects of the type and magnitude described in this document are invited to submit qualifications to the City of North Vancouver. Submissions should include the following sections, and be limited to a maximum of 15 pages:

6.1 Section A - Staffing

List each professional and/or staff member, who may be engaged on the project team. List their qualifications, experience and proposed function within the team. As the City engages the respondent for case-by-case services, any changes in the staff will need to be agreed to by the City in writing.

6.2 Section B – Previous Work

Description of project management ability and availability during regular working hours. Explain processes in place that allow for availability on short notice.

Provide experience, qualifications, technical capabilities and a brief description of duties for each member of the team (including sub-consultants or sub-contractors).

Samples - Please submit five (5) work samples of work done for least two (2) separate references. Each sample should include a one paragraph description about the objective and target audience.

6.3 Section C - Reference Checks

Provide a client reference list for past works of a similar nature for which the designated professional staff (as listed in A or B) has assumed responsibility. References will be asked to comment on the respondent's adherence to the original Terms of Reference, their ability to stay within budget and on schedule, and the quality and thoroughness of the respondent's work.

6.4 Section D – Fees

Provide a quote with hourly rates for all listed staff, which shall be inclusive of assessments payable with respect to labour as required by statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and Workers Compensation Act. Also, include any potential fees associated with meetings and software use.

7.0 SELECTION PROCESS

Submissions shall be evaluated and short-listed based on the qualifications submitted, using the following criteria:

1. Assessment of skills, quality of work and relevant experience - (20%)
2. Understanding of municipal government, proposed approach to scope of work and quality control (20%)
3. Demonstrated ability to complete work on time and within budget (20%)
4. Fees (25%)
5. Reference checks (15%)

Following a review of responses to this Request for Qualifications, one or more respondents will be prequalified and will be contacted for communication and engagement services on an as and when needed basis. Should a single candidate emerge that exceeds the qualifications of the other respondents, the City will consider a short-list of one. The determination of the best-qualified respondent(s) will be at the sole discretion of the City.

A proposal is not being requested as part of this Request for Qualifications. The City reserves the right to form an agreement with the respondent(s) of its choice, or not to proceed.



SERVICE CONTRACT (GENERAL)

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, represented by ,
(the "City", "we", "us", or "our" as applicable) at the following address:
141 W 14th Street
North Vancouver B.C.

AND
(the "Contractor", "you", or "your" as applicable) at the following address:

Postal Code: V7M 1H9 Email: szander@cnv.org

Postal Code: Email:

THE PARTIES AGREE TO THE TERMS ON THE FOLLOWING PAGE AND IN THE SCHEDULES OUTLINED BELOW:

SCHEDULE A – SERVICES

Services:
As per the City of North Vancouver's Request for Proposal and Proponents response dated

Term: Start Date: End Date:

SCHEDULE B – FEES AND EXPENSES

Fees:
To be paid as per proposal / reference PO# on all invoices

Expenses:

Maximum Amount:

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

A Commercial General Liability policy of not less than \$5,000,000.
(The above shall indicate the City of North Vancouver, as additional insured)
Evidence of WorkSafe BC
CNV Business License

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

Schedule E – Privacy Protection Schedule F – Additional Terms Schedule G – Security

SIGNED AND DELIVERED on the ____ day of _____, 2024 on behalf of the City by its duly authorized representative:

SIGNED AND DELIVERED on the ____ day of _____, 2024 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature

Signature

Sabine Zander, Purchasing Manager
Print Name

Print Name

READ TERMS ON FOLLOWING PAGE AND IN THE SCHEDULES OUTLINED ABOVE

TERMS OF SERVICE CONTRACT (GENERAL)

CONTRACTOR'S OBLIGATIONS

1. You will provide the services described in Schedule A (the "Services") in accordance with this agreement. You will provide the Services during the term described in Schedule A, (the "Term"), regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you will supply and pay for all labour, materials, facilities and approvals and services necessary or advisable to perform your obligations under this agreement, including the license under section 14.
3. Unless otherwise specified in this agreement, you will perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You will ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised. If we reasonably object to the performance, experience, qualifications or suitability of any of your personnel then you will, on our written request, replace such personnel.
5. You are an independent contractor and not our employee, agent, or partner. We may from time to time give you reasonable instructions (in writing or otherwise) relating to the performance of the Services. You will comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You will, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You will maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement in form and content during the term of this agreement and for a period of seven years following completion or termination of this agreement or such other period satisfactory to us.
8. You will permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You will treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as a result of a breach of this agreement, or
 - (c) if it is information in any Incorporated Material.
10. You will make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you will advise the person to make the request to us.
12. You grant to the City of North Vancouver irrevocable license to use, reproduce, modify and distribute the produced materials.
13. You shall retain copyright in the Produced Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You will comply with the Privacy Protection Schedule if attached as Schedule E.
16. You will maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
17. You will comply with all applicable laws.
18. You will indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
19. You will not assign any of your rights under this agreement without our prior written consent.
20. You will not subcontract any of your obligations under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You will ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
21. You will not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
22. You will not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
23. You will not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

24. If you comply with this agreement, we will pay you
 - (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the ServicesWe are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
25. In order to obtain payment of any fees and expenses under this agreement, you will submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.

26. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that have arisen or could arise in connection with the provision of the Services.
27. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

28. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf as described by the Income Tax Act of Canada.

TERMINATION

29. We may terminate this agreement
 - (a) for your failure to comply with any term of this agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.If we terminate this agreement under paragraph (b), we will pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
If we terminate this agreement under paragraph (a), we may deduct and set off from any payments owing to you any costs incurred or losses suffered by us on account of your default.
30. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

31. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
32. We will endeavor to make available to you all information in our possession which we consider pertinent to your performance of the Services. You will advise us in writing if in your judgment the information is deficient or unreliable.
33. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
34. Time is of the essence in this agreement. You will provide the Services within the performance or completion dates or time periods as may be set out in Schedule A, or as otherwise agreed to in writing by us.
35. Any notice contemplated by this agreement, to be effective, will be in writing and either
 - (a) sent by fax to the addressee's fax number specified in this agreement,
 - (b) delivered by hand to the addressee's address specified in this agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
36. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
37. No modification of this agreement is effective unless it is in writing and signed by the parties.
38. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
39. Any disagreement, failure to agree or other dispute arising out of or in connection with this agreement, including in respect of the interpretation, breach, performance, validity or termination of this agreement, may be referred to and finally resolved by arbitration under the Commercial Arbitration Act if agreed by all parties to this agreement.
40. Sections 6 to 16 and 18, continue in force indefinitely, even after this agreement ends.
41. The schedules to this agreement are part of this agreement.
42. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
43. The contractor will conform to the City of North Vancouver License By-law and maintain a valid Business License throughout the duration of this agreement. Nothing in this agreement is to be construed as interfering with the exercise by the City or its agencies of any statutory power or duty.
44. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy, scan or faxed copy) and delivering it to the other party by fax or email.
45. In this agreement,
 - (a) the words "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this agreement, and
 - (c) "we", "us", and "our" refer to the City alone and not to the combination of the Contractor and the City, which is referred to as "the parties".

SCHEDULE 'B'

BASIS OF PAYMENT TO THE CONTRACTOR

1 In consideration of the Services performed by the Contractor to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Contractor the fees and reimbursable expenses prescribed herein, plus the Goods and Services Tax as applicable.

2 Subject to sub-clause 3, payment to the Contractor will be based on hours worked by employees of the Contractor multiplied by the hourly charge-out rates in the Contractor's proposal.

3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum total of the fees and disbursements to be paid by the City to the Contractor for the Services shall not exceed those amounts. Where additional fees are to be paid by the City to the Contractor for increases in the scope of the Services provided by the Contractor, they shall not exceed the amount of said fees mutually agreed upon under clause 3. This limit on the fees to be paid by the City to the Contractor shall in no way diminish the duties and obligations of the Contractor to provide the Services covered by this Agreement.

Notwithstanding anything to the contrary contained in this Agreement save for Clause 3, the maximum liability of the City hereunder shall be \$ _____, plus the Goods and Services Tax as applicable.

4 Subject to the maximum liability of the City under sub-clause 3, disbursements for which the City will reimburse the Contractor shall be limited to the following:

- a) Transportation of the Contractor's employees to meetings requested by the City at locations other than the Contractor's offices.
- b) Long distance telephone calls, telegrams and facsimile.
- c) Reproduction of drawings and specifications.
- d) Delivery of drawings, specifications or correspondence by courier, where this method of delivery has been requested by the City.
- e) Provision of office space and related services at a job site (but only if first approved in writing by the City) where the Contractor's personnel are performing full time construction supervision, administration and inspection as part of the Services.
- f) Subcontractors fees for drilling and soil sampling or other work, first approved in writing by the City, which is required for the Contractor to carry out his duties under this Agreement.

Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

All other expenses not listed above are considered to be included in the Contractor's fees.

5 If the Contractor has engaged sub-contractor(s), then the Contractor shall make full payment to said sub-contractor(s) for work performed in relation to the Services. Such payments shall also be in accordance with subclause 2 herein.

Subject to sub-clause 3, the City will reimburse the Contractor for payments made to sub-contractor(s) at amounts equal to such actual payments without any additions for overhead and profit to the Contractor.