



**Pandemic Plan  
Contract 3337P**

**1. Introduction**

The City of Richmond proposes to engage the services of a consultant (the “Consultant”) to research, develop and write a pandemic contingency plan (“the Plan”) that ensures the City fulfills its mandate and responsibility within an inter-sectoral coordinated response that protects the health of its citizens in the event of a pandemic and ensures the continuity of critical City services.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

**2. Submission Details**

Four (4) copies of proposals marked “Pandemic Plan - **Contract 3337P**” addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 12:00 pm, local time, Tuesday, August 26. Submissions received after this time will be returned to the sender.

The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.

Proposals may be withdrawn by written notice only provided such notice is received at the office of the City’s Purchasing Section prior to the date/time set as the closing time for receiving proposals.

Proposals shall be open for acceptance for 90 days following the submission closing date.

All proposals will remain confidential, subject to the Freedom of Information and Privacy Act.

Any interpretation of, additions to, deletions from, or any other corrections to the Proposal document, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Bidders to check with the City of Richmond’s Website, and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

### **3. Enquiries**

3.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Sumita Dosanjh

Buyer II – Contracting Specialist

Purchasing Section

City of Richmond

Telephone: 604-276-4097

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

3.2 Technical clarification shall be directed to:

Technical

Deborah Procter

Manager, Emergency Programs

Emergency Programs

City of Richmond

Telephone: 604-244-1211

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

The City, its agents and employees shall not be responsible for any information given by way of verbal communication.

Any questions that are received by City of Richmond Staff that affect the Proposal Process will be issued as addenda by the City of Richmond.

### **4. Project Description/ Objective:**

The City of Richmond (the “City”) requires the services of a Consultant to research, and design a Plan that ensures the City can fulfill its mandate and responsibility using a coordinated response that protects the health of it’s citizens and for the continued operation of critical City functions in the event of a pandemic. The Consultant shall coordinate with the appropriate agencies and authorities to ensure that the Plan is prepared in context with the provincial pandemic plan, the federal pandemic plan and the Vancouver Coastal Health Authority pandemic plan, and be consistent with the British Columbia Emergency Program. The Consultant shall facilitate sessions with City departments, applicable agencies, health organizations and other key stakeholders. The Consultant shall clarify the roles and responsibilities and facilitate the planning and preparedness activities to enable the City to first to minimize serious illness and death among the City’s residents and City staff and second to minimize social, operational and economic disruption as the result of the pandemic.

The Plan shall include, as a minimum:

- Plan authority and legislation;
- Continuation of government:
  - Identify key City personnel and identification of an ancillary workforce;
  - Identify and address potential personnel and supply shortfalls;
  - Using existing City business impact analyses, identify critical or core services by division and department,, facilitate discussions with identified areas and develop a plan for maintaining services.
- Plan with Vancouver Coastal Health for the availability of facilities for alternate care, patient triage, and mass immunization clinics.
- Develop operating procedures to support Vancouver Coastal Health for site security, traffic management and mass communication.
- Plan and confirm availability of facilities for cremation and refrigeration for casualties with Vancouver Coastal Health and Coroners Service.
- Make recommendations regarding the City’s decision-making processes and communication procedure in the event of a Public Health request and order with respect to social distancing and limiting public gatherings.
- Make recommendations regarding health and safety protection requirements for City staff, consistent with local, provincial, and federal public health guidance. This encompasses all aspects of a pandemic such as preventing spread at worksite, exposure of employees or suspected exposure, guidelines to modify the frequency and type of face to face communication between employees, customers, infection control supplies, and employee education.
- Make recommendations for inclusion of pandemic plans for key suppliers.
- Provide suggested training and exercise requirements and frequencies, specific to pandemic emergencies, for City staff. Also include, as required, suggestions for maintenance of the Plan and any associated supplies/resources.

## **5. Project Scope**

### **Consultant Duties**

It is the expectation of the City that the Consultant shall be required to fulfill the following duties in order to meet the Project Objectives:

*Consultation* – The Consultant shall facilitate meetings with the City, Vancouver Coastal Health Authority staff, first response agencies and key stakeholders to introduce and receive input on the project scope and key milestones, determine organizational capacity,

roles, resources and other key aspects of the Plan. The Consultant shall provide meeting documentation and reports. The Consultant shall visit sites as necessary and organize site visits as required.

*Research* – The Consultant shall research existing Public Health Agency of Canada, Ministry of Health Services, BCCDC, Vancouver Coastal Health Authority, and any existing City plans for compliance and coordination. The Consultant shall research pandemic plans from other communities, as well as lessons learned from previous pandemics and current academic research.

*Plan Development* – The Consultant shall develop and prepare of a written pandemic Plan.

*Plan Review & Validation* – The Consultant shall present the Plan to key stakeholders; request and receive feedback. The City expects a minimum of three revisions to the draft plan as the Plan is reviewed by the Emergency Management Office, Law & Community Safety Management Staff, and the Emergency Planning Committee members.

## **6. City Provided Items**

At the request of the consultant, the City will provide the following:

- Access to meeting space at City Hall;
- Assistance in booking staff for group meetings;
- Access to relevant documentation, maps, data and other existing City resource material.

## **7. Project Schedule**

The project is to be completed by March 31, 2009, with work commencing as soon as possible in August 2008. A project schedule is to be submitted with the proposal.

## **8. Proposal Submissions**

All proponents are required to provide the following information with their submissions, and in the order that follows:

- A Corporate profile of their firm outlining its history, philosophy and target market.
- A detailed listing of emergency and pandemic planning experience.
- A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.

- A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
- Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.
- A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- Provision of a price methodology complete with a time allotment for each identified task you propose to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- A minimum of three (3) client references from projects of a similar size and scope.

## **9. Working Agreement**

The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponents submission and any modifications thereto.

## **10. Evaluation Criteria**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Understanding of project objectives/outcomes and vision
- Project Methodology
- Team Composition – Experience and Qualifications of those staff to be assigned to the project.
- Project Deliverables
- Value for Money
- References
- Interview/Presentation (if required)



**City of Richmond**  
Business & Financial Services Department

**Notice of No Bid**

**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.  
**3337**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province <span style="float: right;">Postal Code</span>	
	Telephone Number	



**This Agreement** dated the ☼ day of August 2008, at the City of Richmond, in the Province of British Columbia

**Between:**

**City of Richmond**  
6911 No. 3 Road  
Richmond, BC  
V6Y 2C1

(the "City")

**And:**

☼

(the "Consultant")

**Whereas:**

- A. The City requires a Consultant to develop and write a Pandemic Plan ("the Event or Project");
- B. The City issued a Request for Proposal 3337P for a Consultant to develop and write a Pandemic Plan;
- C. The Consultant is willing and prepared to deliver a Pandemic Plan;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

**1. Responsibilities and Duties**

1.1. The Consultant shall be responsible for the following as per Request for Quotation☼/Proposal ☼ and the Consultant's submission dated ☼.

- a) ☼
- b) ☼
- c) ☼
- d) ☼
- e) ☼

- f) ✖
- g) ✖
- h) ✖

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

## 2. Compensation

- 2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the amount of \$✖ plus GST per ✖ inclusive of all expenses for the duration of the term of this agreement, but total amount of payments not to exceed \$✖ plus GST.
- 2.2. Once per month, commencing no sooner than September 2008, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of the Pandemic Plan (the "Statement of Account").
- 2.3. The Statement of Account must show the amount of GST charged and include the Consultant's GST registration number and City Purchase Order number.
- 2.4. The City agrees to make payments to the Consultant within ten (10) working days of receipt of the Consultant's Statement of Account.

## 3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following ✖ targets:
  - ✖
- 3.2. The Consultant agrees to comply with following project deadlines:
  - ✖
- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating ✖ what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

## 4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.



**5. Independent Contractor**

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

**6. Assignment And Subcontracting**

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

**7. Indemnity**

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

**8. Insurance**

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
  - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

**9. Representation**

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☪.

**10. Ownership of Products**

10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

**11. Confidentiality**

11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

**12. Related Companies**

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

**13. Term**

13.1. This agreement is valid for the period commencing ☼ and ending March 31, 2009 (the "Expiration Date"), or such later date as may be mutually agreed upon.

**14. Workers Compensation Board Coverage**

14.1. The Consultant agrees that it shall comply with all applicable requirements of the Workers Compensation Board ("WCB") including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full WCB coverage for itself and all workers, employees servants and others engaged in or upon the Services. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WCB coverage against any monies owing by the City to the Consultant. The City shall have the right to withhold payment under this Agreement until the WCB premiums, assessments or penalties in respect of the work done or service performed in fulfilling this Agreement have been paid in full.

14.2. The Consultant confirms that it is, if required by law, registered and in good standing with the WCB and all assessments have been paid in full prior to the City having any obligation to pay monies under this Agreement. If requested by the Representative the Consultant shall provide the City with the Consultant WCB registration number and a letter from the WCB confirming that the Consultant is

registered in good standing with the WCB and that all assessments have been paid to the date thereof. The Consultant shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, sanctions and penalties and proceedings arising out of or in any way related to unpaid WCB assessments owing from any person or corporation engaged 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 the WCB, including penalties levied by the WCB.

#### **15. City-Owned Title and Copyright**

- 15.1. All drawings, audiovisual materials, information, plans, models, designs, specifications, reports and other documents or products produced, received or acquired by the Consultant as a result of the provision of the Services (the "Material") shall be the sole property of the City, and the City shall have the right to utilize all of the Material for its benefit in any way it sees fit, subject to third party owned copyright.
- 15.2. The Material shall be delivered by the Consultant to the City forthwith following the expiration or sooner termination of this Agreement, PROVIDED that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the City of all or any part of the Material in which event the Consultant shall forthwith comply with such request.
- 15.3. The Consultant hereby transfers title in and to any of the Material created by the Consultant, the Consultant's personnel and permitted consultants **and pursuant to this Contract** (the "Consultant's Material") and assigns to the City sole copyright in the Consultant's Material. The Consultant agrees that title to the Consultant's Material is to be considered to have been transferred, and any copyright in the Consultant's Material is to be considered to have been assigned by the Consultant to the City upon creation of the Consultant's Material. The Consultant hereby irrevocably waives, in favour of the City, the Consultant's moral rights in respects of the Consultant's Material. The Consultant shall obtain in writing, from its personnel, its permitted consultants or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Consultants Materials to the City and to waive the moral rights in respect thereof.
- 15.4. The Consultant hereby represents and warrants that the Consultant's Material will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

#### **16. Termination**

- 16.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

16.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☒, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

**17. Notices**

17.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

**18. Feminine/Masculine**

18.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

**19. General**

- 19.1. This Agreement may be amended upon mutual agreement of the parties in writing.
- 19.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.
- 19.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

**CITY OF RICHMOND** by its )  
 Authorized Signatories: )  
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 )  
 \_\_\_\_\_ )  
 General Manager, Law & Community )  
 Safety )  
 )  
 )  
 \_\_\_\_\_ )  
 City Clerk )

The Corporate Seal of )  
**XXXXXXXXXXXXXXXXXX**. was affixed in the )  
presence of: )

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Authorized Signatory )

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Authorized Signatory )