



Contract 3351P

Development and Implementation of a Flexible Benefits Program

1. Introduction

The City of Richmond proposes to engage the services of a Consultant to assist with the development, design, testing, and implementation of a flexible benefits program for its exempt staff. The Consultant will work together with the City's designated Human Resources staff to accomplish this goal. A design team made up of City staff representatives from various backgrounds will provide assistance in decision making, and shall be used throughout all stages of the process for feedback and input.

Additionally, the Consultant must be prepared to facilitate the marketing of all the City's benefits. This will include but is not limited to preparing requests for proposals, marketing the requests for proposals, analyzing the proposals, providing recommendations to the City and negotiating with the providers.

The City may wish to explore flexible benefits for unionized employee groups at a later date, therefore all negotiations and planning should be guided by this possibility.

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, possible interview and selection.

2. Submission Details

Six (6) copies of proposals marked "**Development and Implementation of a Flexible Benefits Program - Contract 3351P**" 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 4:00 pm, Local Time on Friday, September 26, 2008. 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 its 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Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for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 Protection of Privacy Act (BC)*.

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 potential Proponents 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.

Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

3. Enquiries

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

Purchasing

Kerry Lynne Gillis
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond

Telephone: 604-276-4135
E-mail: purchasing@richmond.ca

3.2 Technical clarification shall be directed to:

Technical

Trish Barber
Manager, Compensation & Benefits
Human Resources Division
City of Richmond

Telephone: 604-247-4675
E-mail: tbarber@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. Negotiations

4.1 The award of the contract is subject to negotiations with the lead proponent including, but not limited to the following:

- a) Changes or work refinements in the service requirements or scope of work proposed by the proponent,
- b) Price – if directly related to a change or refinement in the proposal scope of work proposed by the proponent,
- c) Specific contract details as deemed reasonable for negotiation by the City of Richmond.

4.2 If a written contract cannot be negotiated within 60 days of notification to the lead proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

5. Future Phases of Work

If the City proceeds with expanding the implementation of the flexible benefits program to include its additional employee groups, then the City will engage the services of the successful proponent for this RFP to complete the expansion accordingly, in future phases of work.

6. Project Background

The City employs approximately 1700 employees in total, inclusive are 150 exempt staff. Implementation of a flexible benefits program for exempt staff is intended to enhance employee satisfaction and to improve recruitment and retention efforts by offering a competitive benefits program that enables employees to choose coverage options based on their individual circumstances. Other employee groups may be introduced to the flexible benefit program in time. The incorporation of other employee groups is not part of the scope of work included in this request for proposal, however, this contingency must be part of the initial design considerations and addressed in the proponent's submission.

The City currently offers its employees benefits under a traditional benefits model.

The City employs one Manager, Compensation & Benefits and one Compensation & Benefits Associate. These two positions are responsible for the ongoing administration of benefits for all City employees.

7. Project Scope

Consultant Duties

The successful proponent (the Consultant) will provide expert advice and guidance to the City's Flexible Benefits Design team. The Consultant will coach the team in developing a draft through to final design, underwriting and pricing, a communication strategy, and an implementation/administration strategy.

The Consultant will present implementation and administration options including technical and software requirements to the Flexible Benefits Design team and to the senior management team of the City of Richmond as required. The Consultant will work with the Human Resources staff and the City's senior management team to ensure the final plan is feasible given budget requirements.

The Consultant will take to market all the City's benefits. In order to facilitate the implementation of flexible benefits program, discussions and negotiations will need to take place with the current and other providers. . Simultaneous to securing providers and contracts for the flexible benefits, the Consultant will also negotiate new or will renew contracts for the benefit plans for the balance of the City's employees

The Consultant will be engaged with the City until such time as the flexible benefit program has been implemented, or until such time as the City deems the project complete.

8. Project Goals

The flexible benefits plan should be designed with the employee of the City of Richmond in mind. It must take into consideration their health and well-being while additionally offering flexibility to allow for individuality of needs. The administration of the plan should be shifted towards the employee to allow for more awareness and ownership of the individual choices. The administration should not be onerous or complex, but rather easy to understand and easily accessible.

The outcome of the provider choices for all benefits for the City's employees should meet the City's budget requirements, satisfy coverage obligations to employees, and provide administrative options to ease the burden of paperwork for the Human Resources staff.

9. Deliverables

Upon project completion, the Consultant will submit to the City:

- A minimum of three (3) formal presentations of the new flexible benefits program, one to the senior management team of the City, one to the Human Resources Division, and one to the Flexible Benefits Design team and other supporting staff.

- Two (2) hard copies each of the interim and final reports for the flexible benefits plan, and one (1) electronic copy in original software format (not PDF).
- Two (2) copies of the final recommendation for benefit providers for all City employees, including costs.
- A formal report of the completed flexible benefits program with clear demonstration that it has achieved all of the project goals.
- Two (2) color hard copies of the formal report and one (1) electronic copy in original software format (not PDF).
- All background research and resource lists and any applicable database in original software format, unless otherwise mutually agreed, minutes of meetings and workshop results, survey summaries and analyses.

10. City Provided Items

The City will provide meeting space, access to communication devices such as the intranet, and background information and documentation.

11. Project Schedule

The project is to be completed by July 1, 2009, with work commencing as soon as possible in October 2008. A project schedule is to be submitted with the proposal.

12. 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 experience in developing and implementing employee benefit programs.
- 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 priced methodology complete with a time allotment for each identified task proposed 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.

Include with this priced methodology, optional costs for expanding the flexible benefits program to the City's additional employee groups.

- A minimum of three (3) client references from projects of a similar size and scope.

13. 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 proponent's submission and any modifications thereto.

Proponents may include their standard terms of engagement.

14. 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 (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.

3351P

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 Postal Code	
	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 is ☉ (the "Event or Project");
- B. The City requires a ☉ the Event or Project;
- C. The City issued a Request for Quotation ☉ for the supply and delivery of ☉;
- D. The Consultant is willing and prepared to deliver ☉;

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 ✖ 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 ✖, 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 "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.
- 2.5. The Consultant shall, on a monthly basis, submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

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 ☼ (the "Expiration Date"), or such later date as may be mutually agreed upon.

14. Termination

14.1. 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.

14.2. 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.

15. Notices

15.1. 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.

16. Feminine/Masculine

16.1. 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.

17. General

17.1. This Agreement may be amended upon mutual agreement of the parties in writing.

17.2. 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.

17.3. 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.

Consultant

City of Richmond