

RFP

**Code of Conduct Specialist
Cities of NB Association**

Overview

Purpose

The Cities of NB Association is seeking Proposals from highly experienced and qualified firms/individuals interested in providing code of conduct advice/expertise to New Brunswick's Cities on an "as required" basis.

Vendor Eligibility

Vendors responding to the public notice are advised that **OFFICIAL** RFP documents may **ONLY** be obtained from the New Brunswick Opportunities Network (<http://www.gnb.ca/tenders>) **OR** from the Cities of NB Association at 1-506-452-9292.

Qualified proponents will have experience in providing professional code of conduct consulting services, or related experience, and that can provide a minimum of three (3) clients for whom they have provided similar services to those specified in the RFP.

While individuals or firms with the required experience located in New Brunswick are encouraged to submit a proposal, the RFP is open to all suppliers

Proposed Contract Term and Value

The initial term of this professional engagement shall be for a one (1) year period, commencing from the date of award. The Association may exercise an option to renew the engagement for up to two (2) additional one (1) year periods.

Prices quoted shall remain firm for Year One (1). Fixed pricing shall also be provided for each optional contract period (Year Two (2) and Year Three (3)).

The agreement shall not be renewed if either party provides written notice to the other party stating its intention not to renew. Such notice shall be provided to the other party at least ninety (90) days prior to the renewal date hereof.

The Cities of NB Association does not guarantee a minimum amount of hours, nor a minimum contract dollar value to the successful Supplier(s) in relation to the performance of this Contract(s).

NOTE:QUOTED PRICES BASED ON MINIMUM ORDER DOLLAR VALUES OR LABOUR HOURS SHALL BE REJECTED.**

SUBMISSION OF PROPOSALS:

All submissions must be received electronically clearly stating **REQUEST FOR PROPOSAL CODE OF CONDUCT CONSULTANT**, Closing Date and the **COMPANY / FIRM / PROPONENT'S NAME** within the accompanying email.

Each submission shall contain;

- (a) Detailed pricing information, which shall be shown as line items with applicable unit price, quantity of units, unit of measure (i.e. hours.), extended price, as well as all "lump sum" items.
- (b) Any other information that the Proponent feels would aid the Cities of NB Association in evaluating their Proposal (i.e. provide any information which describes which methods, experience, expertise, or other qualifications are unique to your firm, or that differentiate your firm from possible competitors).

Proponents are asked to submit a confirmation of their intention to bid for this contract by February 26th, 2021 in an email to the Associations Executive Director (info@8citiesnb.com)

Any questions regarding this RFP must be submitted in writing by February 26th, 2021. Responses will be shared with all proponents who have indicated their intention to submit a proposal. Requests for information or clarification will be sent to;

Charline McCoy
Executive Direction, Cities of NB Association
info@8citiesnb.com
(506-452-9292)

Proposal Closing

All proposal must be submitted to the Cities of NB Association Executive Director (info@8citiesnb.com) by March 5th, 2021.

VALIDITY OF PROPOSALS:

All Proposals must remain valid and open for acceptance by the Association for a period of sixty (60) working days after the Closing Date. This period may be extended if requested by the Association and agreed to by the Proponent in writing.

BUSINESS OPERATING PERMITS AND LICENSES:

The Proponent shall obtain and pay for all business operating licenses and permits which may be required to comply fully with laws, ordinances and regulations of the proper public authorities, in connection with the performance of this work. The Proponent shall be responsible for all damages and shall indemnify and save the Association harmless from and against all damages and liability, which may arise out of the failure of the Proponent to obtain and pay for such licenses and permits and to comply fully with any and all applicable laws, ordinances and regulations.

SUBCONTRACTORS / SUB-CONSULTANTS:

Proponents must, if applicable, specify in its Proposal, the name of each Subcontractor / Sub-Consultant, and the object and details of all the subcontracts it proposes to enter into with each of them. Proponents must also demonstrate in their Proposal(s) the qualifications of each Subcontractor / Sub-Consultant, and capacity to perform in conformity with the RFP and the Vendor's Proposal. **PROPOSERS WILL BE HELD RESPONSIBLE FOR ALL ASPECTS OF THE WORK CARRIED OUT BY THE SUBCONTRACTOR(S) / SUB-CONSULTANT(S).**

CONFLICT OF INTEREST:

All Proponents and / or Proponent's Partners / Suppliers / Contractors / Subcontractors / Sub-Consultants shall disclose any interests that could conflict with the interests of the Cities of NB or any of its members.

GROUND FOR DISQUALIFICATION:

Any attempt on the part of the Proponent or any of its employees, agents, Contractors or representatives to contact any of the following persons with respect to this RFP may lead to disqualification:

- Any member of the Proposal Review Committee or other advisor to the Proposal Review Committee;
- Any member of the Cities of NB Association Board or Executive Committee;
- The Executive Director of the Cities of NB Association;

GOVERNING LAW:

This RFP shall be governed by, and construed in accordance with the laws of Canada and New Brunswick. If a Proponent's RFP submission is accepted, the Proponent agrees to submit to the exclusive and irrevocable jurisdiction of the New Brunswick Courts.

LAWS, ACTS, REGULATIONS, BYLAWS AND CODES:

The successful Proponent and his / her Subcontractor(s) / Sub-Consultant(s) shall be responsible for carrying out the works in accordance with all Federal, Provincial and Municipal Laws, Acts, Regulations, Bylaws, Codes, including all laws governing the 8 cities within New Brunswick.

PROPONENT'S RESPONSIBILITIES / REQUIREMENTS:

This RFP document lists only major details with respect to the professional services required; therefore, it is the Proponent's responsibility to furnish all required labour, materials, tools, equipment, software, transportation, and incidentals required to provide code of conduct consulting Services, in accordance with the Terms & Conditions, and Specifications detailed herein. Notwithstanding the general and specific requirements defined herein, nothing contained in this document shall excuse the successful Proponent from completing assigned work in a professional and timely manner.

All work shall be performed by skilled, experienced individuals, in order to produce a professionally completed job.

If, for any reason, the successful Proponent is unable to meet the timelines established by the regarding the completion of tasks associated with this agreement, it is the Proponent's responsibility to communicate this information (in a timely manner) that a milestone will not be met in accordance with the project schedule, and to provide a rationale as to why the milestone cannot be achieved on time (i.e. unexpected illness, greater difficulty in obtaining data than originally anticipated, etc.). The Proponent will also be required to provide a revised project schedule for consideration and approval.

EVALUATION CRITERIA:

Proposals submitted by non-eligible Proponents, incomplete Proposals or Proposals which do not comply with the Proposal submission requirements of this RFP, contain false information or the contents of which do not permit a full analysis thereof, will not be considered.

Proponent selection will be on the basis of those Proponents providing the greatest overall benefit to the Cities of NB Association and its 8 City members, and will include, but not be limited to, the completeness of the RFP response, compliance with all Specifications / Terms of Reference, and any other factors deemed appropriate in the determination of the Proponent as a responsive and responsible Proponent.

In addition to the general evaluation criteria specified above, Proposals shall be evaluated on the following weighted criteria:

EVALUATION CRITERIA	WEIGHT
<u>TECHNICAL COMPONENTS</u>	
PROPONENT’S QUALIFICATIONS AND EXPERIENCE	35%
CLIENT REFERENCES AND PAST EXPERIENCE	25%
PROPOSED METHODOLOGY	20%
	(80%)
<u>FINANCIAL COMPONENT</u>	
PROPOSED FEE SCHEDULE	20%
TOTAL:	100%

Only those Proponents achieving a **MINIMUM TECHNICAL SCORE OF 50% OUT OF A POSSIBLE 80%** will receive further consideration.

In addition to reviewing the written Proposals, the evaluation process may include a formal interview with one or more of the Proponents involved in the Proposal. Proponents will be advised (in writing) if the interview process will be weighted and scored by the RFP Evaluation Committee members, and will be apprised of the assigned criteria and weighting.

COST OF PREPARATION OF PROPOSALS:

All expenses incurred by the Proponent in connection with the preparation of its Proposal, including, without limitation, the cost of interview presentations (if requested) shall be borne by the Proponent. The Cities of NB Association shall not incur any obligation whatsoever toward the Proponent whether said Proposal is accepted or rejected. All Proposals shall become the property of the Association and will not be returned to the Proponent.

AGREEMENT / CONTRACT:

Unless otherwise agreed upon or amended in writing by the Proponent and the Association, the selection of a Proposal shall be binding upon the selected Proponent, and the Terms and Conditions and undertakings of this RFP document will form part of that agreement unless the agreement provides otherwise.

Selection of a Proponent’s RFP submission does not guarantee a Contract with the Cities of NB Association or its members. The selection of a Proponent’s RFP submission merely initiates the process of negotiations which may lead to a Contract.

The Association is neither bound to accept the lowest priced Proposal, nor to accept any Proposal which is submitted. If an award results from this RFP, the award may not be exclusive. The Association may choose to work with the other Suppliers. Neither the Association, nor its members, is bound to justify its decision with respect to the selection or rejection of any Proposal. It may, however, provide any unsuccessful Proponent, upon request, with a debriefing concerning its own Proposal.

It is the Association’s intention to prepare and execute a formal written agreement between the Cities of NB Association and the successful Proponent within thirty (30) working days from the date of award, or issue a Purchase Order.

OWNERSHIP OF MATERIALS:

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the Cities of NB Association or its member who has engaged the consultant directly under the terms of this agreement.

INTELLECTUAL PROPERTY:

All Work produced by the successful Proponent and / or Sub-Consultants under the scope of this agreement shall be classified as “work for hire”, and upon payment by any of the Cities who engage in this service to the successful Proponent, will become the exclusive property of that

municipality, and will be surrendered immediately upon completion, expiration or cancellation of this Contract.

Work covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, CD's (USB's) or other media and any databases established to store or retain the Work. The successful Proponent may retain a copy of the work for its files in order to engage in future consultation with the contracting municipality and to satisfy records-retention standards. Furthermore, the successful Proponent warrants that the Work does not infringe upon any intellectual property rights of other persons or entities.

This Contract does not affect the ownership of each party's pre-existing intellectual property, and each party acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

CANCELLATION OF CONTRACT:

In the event that the successful Proponent fails to comply with the Terms and Conditions, and Specifications outlined in this Request for Proposal document, the Association reserves the right to cancel this Contract within thirty (30) calendar days of receipt of written notice and award it to another Proponent without penalty or action against the Cities of NB Association. This will include, but not be limited to, unsatisfactory performance by the Proponent, his / her employees and / or Sub-Consultants, significant or repetitive deficiencies, use of inexperienced / unqualified staff, poor quality of service and / or products, and / or unresolved problems. The Association maintains the right to determine the level of performance that is satisfactory.

PAYMENT TERMS AND INVOICING:

Proponents are requested to include any proposed payment terms with their RFP submission. In the event a Proponent does not specify a payment term, the Association's standard payment term of "Net 30" days from date of invoice shall prevail.

Payment(s) shall be authorized upon verification that the work completed meets the Specifications, and has been completed in accordance with the Terms and Conditions of the Contract, to the satisfaction of the Association.

Payment Terms may be negotiated with the successful Proponent.

SCOPE OF WORK:

- 28.1 The Cities of NB Association wishes to retain the services of a consultant with experience in areas of code of conduct, ethics and integrity to deliver the following services on an “as required” basis:
- (a) Assess and review Code of Conduct within any of New Brunswick’s 8 cities when engaged by that municipality;
 - (b) When engaged by one of the 8 cities, develop an approach and course of action to review code of conduct issues or complaints, which may include conducting investigations on behalf of the member.
 - (c) Provide recommendations on corrective measures, if required
 - (d) Provide formal or informal advice to the Mayor and / or individual Members of Council from any of the cities which engage these services on matters pertaining to the Code of Conduct, conflict of interest issues, or the use of closed meetings;
 - (e) Provide education, training and information to any of the cities which engage these services regarding obligations under the Code of Conduct, conflict of interest issues, or the use of closed meetings;

The consultant/firm will work independently, and it is expected that the bulk of the work will be carried out at his / her workplace rather than within each of the participating cities.

MINIMUM QUALIFICATIONS / EXPERIENCE REQUIREMENTS:

Proponents shall possess the following minimum qualifications and experience:

- (a) Education in a relevant field of study, such as law, ethics or public administration
- (b) Comprehensive experience with code of conduct, or related experience, including review, investigation and development of recommendations
- (c) Knowledge of mediation and dispute resolution techniques
- (d) Experience managing sensitive inquiries from elected officials, or other governing bodies and the public
- (e) Extensive knowledge of municipal government
- (f) Excellent oral and written communication skills in French and English
- (g) Extensive knowledge of relevant legislation, including the New Brunswick *Local Governance Act* and the *Right to Information and Protection of Privacy Act*

- (h) Demonstrated ability to interpret the provisions of various statutes, regulations, policies and other enabling frameworks
- (i) Proven independence, impartiality, and neutrality, sound judgement, and the ability to inspire trust and confidence
- (j) Personal and professional integrity and discretion
- (k) High ethical standards
- (l) At least ten (10) year of senior-level management, legal, tribunal, or judicial experience, with preference given to those with legal or judicial experience
- (m) Experience with adjudication
- (n) Experience in representing an organization, interacting and consulting at a senior level with a broad range of stakeholders, policy and decision-makers, as well as the media

Any individual retained by the Cities of NB Association to work with any of the 8 Cities shall not have any involvement in political campaigning / endorsements, no political party membership, or related conflict of interests with any current member of any of the Cities of NB.

PROPOSAL SUBMISSION GUIDELINES:

Each Proposal submission shall include, but not be limited to, the following information:

Proponent's Qualifications and Experience **VALUE: 35%**

Proponents shall provide a description of their business history, number of years in operation, experience, membership / affiliation with professional associations which promote ethical principles and practices, financial stability, number of personnel employed, and any notable awards or recognition achieved.

Proponents shall include a professional résumé which clearly demonstrates their post-secondary education, experience, and roles / responsibilities on similar professional assignments.

Proponents shall provide any information which documents successful and reliable experience in areas which are identical or similar to the requirements of this RFP.

Proponents shall include a declaration of all actual and potential conflicts of interest that exist now or may exist in the future, together with their proposed solution for managing and dealing with actual and potential conflicts of interest.

Proponents shall also provide any additional information that they feel would aid the Association in evaluating their Proposal submission, which describes which methods, experience, expertise, or other qualifications are unique to your firm, or that differentiate your firm from possible competitors.

It is essential for Proponents to demonstrate their capacity and capabilities in terms of expertise, technical / professional qualifications, and professional support services in providing code of conduct advice

Identify any Sub-Contractors / Sub-Consultants will be retained to assist in the delivery of the services described herein. Proponents shall include a description of each Sub-Contractor / Sub-Consultant's role in the project, and include an applicable project listing and professional résumé which clearly demonstrates each Sub-Contractor / Sub-Consultant's education, experience, qualifications and roles / responsibilities on similar professional assignments.

Client References and Past Experience **(VALUE: 25%)**

Proponents shall provide a **minimum of three (3) project / client references** which are considered **identical or similar** to the scope of work specified herein, **which have been completed within the past five (5) year period.**

Preference will be given to past projects completed for clients in the public sector (municipal, provincial, and / or federal government agencies).

Proponents shall provide, at minimum, the following information with respect to each project / client reference:

- Client name and address;
- Name of Contracting Officer and telephone number;
- Contract commencement and completion dates;
- Description of Scope of Work, and major project components;
- Primary Sub-Consultants (if any) utilized on the project.

Proponents may also include written testimonials / letters of recommendation received from past clients as having provided similar services to those described herein.

Proposed Methodology **(VALUE: 20%)**

Proponents shall provide a detailed methodology outlining their proposed formal Code of Conduct review process in how they would work with any municipality and council towards reviewing, investigating and making recommendations around code of conduct. Due to existing COVID-19 restrictions, proponents should highlight how they can work remotely (including conducting investigations and interviews).

Proponents shall also provide a statement of:

- (a) The proposed approach for maintaining confidentiality and privacy through the work with each municipality
- (b) The proposed process and timeline for responding to requests from each municipality regarding their Code of Conduct
- (c) The proposed process, communication methods, and timeline for providing responses to requests for both informal and formal advice
- (d) How work will be assigned and performed by Associates, Sub-Consultants, or other support staff (if any) such that the quality of work, cost effectiveness and avoidance of duplication of work will be achieved
- (e) Outline the approach to be taken for the implementation of recommendations

Proponents are also invited to identify any special problems foreseen and how they would, if appointed, deal with them. Proponents may also describe any specialized method or technological means that they may have at their disposal to ensure quick, efficient and professional execution of the services, and its quality control methods to ensure the accuracy of data, statistics, and report findings.

Proposed Fee Schedule (VALUE: 20%)

NOTE: The Harmonized Sales Tax (H.S.T.) @ 15% shall be considered “extra” to all prices specified in the Proponent’s Proposed Fee Schedule.

- (a) Proponents shall provide their proposed Annual Retainer Fee for the provision of all code of conduct Services described herein for Year One (1) of the agreement, as well as all optional contract periods (Year Two (2) and Year Three (3)). This is a base retainer only with each engage activating the proponents hourly rates to be paid by each municipality when engaging the services. Proponents will be required to provide estimates to each municipality when engaged for specific services.
- (b) Proponents shall state the Fixed Hourly Rate for the services for Year One (1) of the agreement, as well as all optional contract periods (Year Two (2) and Year Three (3)). The hourly rate shall not be payable for travel time
- (c) Proponents shall also provide the Fixed Hourly Rate for all Associates, Sub-Consultant(s), and / or other Support Staff, as applicable, for Year One (1) of the

agreement, as well as all optional contract periods (Year Two (2) and Year Three (3)). The hourly rate shall not be payable for travel time

- (d) Airfare, mileage, accommodations, meals, taxis, parking fees, and other out-of-pocket expenses / disbursements shall be subject to review and approval by the contracting municipality prior to billing, and shall be reimbursed to the Proponent at cost. **NEITHER THE ASSOCIATION NOR ANY OF ITS MEMBER CITIES WILL ASSUME RESPONSIBILITY FOR PAYMENT OF ANY UNAUTHORIZED CHARGES, OR INCUR ANY COST MARK-UP ON OUT-OF-POCKET EXPENSES / DISBURSEMENTS.** This only becomes relevant once open travel in Canada has resumed and COVID-19 restrictions are no longer in place.
- (e) Pricing shall be in Canadian funds and include freight, duty, sales tax and all taxes, rates and charges which are applicable at the time of RFP submission. It is the responsibility of the Proponent to find out from the appropriate authorities what taxes, rates and charges are applicable to this RFP.

PROPONENT'S RESPONSE SHEET:

Proponent Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone N°: _____ Fax N°: _____

Website: _____

Contact Person: _____

Title: _____ Telephone N°: _____

E-mail address: _____

NAME (Please print)

TITLE (Please print)

AUTHORIZED SIGNATURE

DATE