



# qathet REGIONAL DISTRICT

## Regional District Website Replacement Request for Proposal

### CLOSING LOCATION

qathet Regional District  
Attn: Nancy Schmeister, Manager of Technical Services  
#202 - 4675 Marine Avenue  
Powell River, BC V8A 2L2

### CLOSING DATE AND TIME

Monday, March 4, 2019 – 4:00 pm Pacific Time

### CONTACT PERSON

Nancy Schmeister  
Manager of Technical Services

Tel: 604 485-2260  
Email: [nschmeister@gathet.ca](mailto:nschmeister@gathet.ca)

## TABLE OF CONTENTS

<b>A.</b>	<b>INTRODUCTION.....</b>	<b>3</b>
<b>B.</b>	<b>INTENT .....</b>	<b>3</b>
<b>C.</b>	<b>DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS.....</b>	<b>3</b>
1.0	DEFINITIONS .....	3
2.0	INTENT TO RESPOND REQUIREMENT.....	4
3.0	TERMS AND CONDITIONS .....	4
4.0	CHANGES TO PROPOSALS .....	4
5.0	PROPOSERS' EXPENSES .....	4
6.0	PROPOSAL VALIDITY .....	4
7.0	FIRM PRICING.....	4
8.0	CURRENCY AND TAXES .....	4
9.0	SUB-CONTRACTING .....	4
10.0	ACCEPTANCE OF PROPOSALS .....	4
11.0	DEFINITION OF CONTRACT.....	5
12.0	LIABILITY FOR ERRORS .....	5
13.0	MODIFICATION OF TERMS .....	5
14.0	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION .....	5
15.0	CONFIDENTIALITY OF INFORMATION .....	6
<b>D.</b>	<b>PROPOSAL SUBMISSION REQUIREMENTS .....</b>	<b>6</b>
1.0	PROPOSAL SUBMISSION.....	6
2.0	ENQUIRIES.....	6
3.0	ADDENDA.....	6
4.0	DISCLAIMER .....	6
5.0	PROPOSAL REQUIREMENTS.....	7
6.0	EVALUATION AND SELECTION CRITERIA .....	7
<b>E.</b>	<b>PROJECT SCOPE .....</b>	<b>8</b>
1.0	WEBSITE BUILDING SOFTWARE AND HOSTING.....	8
2.0	DESIGN AND DEVELOPMENT .....	8
3.0	CONTENT DEVELOPMENT .....	9
4.0	CONTENT MANAGEMENT.....	9
5.0	BACKEND SUPPORT .....	9
6.0	TRAINING .....	9
7.0	OWNERSHIP OF DELIVERABLES .....	9
<b>F.</b>	<b>CONTRACT CONDITIONS.....</b>	<b>9</b>
1.0	COMPLIANCE WITH LAWS .....	9
2.0	LAWS OF BRITISH COLUMBIA .....	9
3.0	INDEMNITY .....	10
4.0	WORKSAFE BC COMPLIANCE .....	10
<b>G.</b>	<b>PROPOSAL FORM .....</b>	<b>11</b>
<b>H.</b>	<b>REGISTRATION OF INTENT TO RESPOND.....</b>	<b>12</b>

**A. INTRODUCTION**

qathet Regional District (Regional District) invites you to participate in a Request for Proposal (RFP). This is strictly an invitation for proposals and not a tender call. From the RFP's received, the Regional District will negotiate with a choice Proponent. Subsequent discussion and negotiations will be required to establish terms of any agreement or contractual obligations.

**B. INTENT**

qathet Regional District invites Proposals from qualified Proponents for the replacement of its local government website. The scope of this Request for Proposal is intentionally open-ended. The Regional District is seeking a tailored Proposal with options respecting website building software, hosting, design, development, deployment, ongoing content management, backend support and training. Proponents must have provable experience in the development of websites and will be able to provide references that can speak to the quality of work provided. Proponents must be available for product demonstrations if called upon to do so by the Regional District.

The Regional District's current website ([www.powellriverrd.bc.ca](http://www.powellriverrd.bc.ca)) was developed in 2011 using a WordPress platform with customized WordPress theme. The site is hosted by HostPapa. Content management is done in-house by a single staff member.

While the existing brand standards and logo shall be retained, the website is in need of an update to improve user experience, navigation, content, mobile compatibility, functionality and reliability.

The Regional District's website is a critical tool used to inform constituents of the ongoing operation of their local government and an important means by which the Regional District maintains open, transparent, responsive and accessible service.

**C. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**

**1.0 DEFINITIONS**

Throughout this Request for Proposal, the following definitions apply:

"Contract" means the written agreement resulting from this Request for Proposal executed by qathet Regional District and the Contractor;

"Contractor" means the successful Proponent to this Request for Proposal who enters into a written Contract with the Regional District;

"must", "shall" or "mandatory" means a requirement that must be met in order for the Proposal to receive consideration;

"Proponent" means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;

"Proposal" means a submission in response to this Request for Proposal;

"Regional District" means qathet Regional District;

"Request for Proposal" and "RFP" means this Request for Proposal;

"should" or "desirable" means a requirement having a significant degree of importance to the objective of the Request for Proposal.

## **2.0 INTENT TO RESPOND REQUIREMENT**

If you intend to submit a Proposal for the Regional District Website Replacement, complete the Registration of Intent to Respond (Section H) immediately to ensure that you receive all applicable addenda.

## **3.0 TERMS AND CONDITIONS**

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the Regional District.

## **4.0 CHANGES TO PROPOSALS**

By submission of a written notice, a Proponent may amend or withdraw its Proposal prior to the Closing date and time.

Upon Closing, all Proposals become irrevocable. The Proponent will not change the wording of its Proposal after Closing and no words or comments will be added to the Proposal unless requested by the Regional District for clarification.

## **5.0 PROPONENTS' EXPENSES**

Proponents are solely responsible for their own expenses in preparing a Proposal. If the Regional District elects to reject all Proposals, the Regional District will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened Proposals, or any matter whatsoever.

## **6.0 PROPOSAL VALIDITY**

Proposals will be open for acceptance for at least 60 days after the Closing.

## **7.0 FIRM PRICING**

Prices will be firm for the entire Contract period.

## **8.0 CURRENCY AND TAXES**

Prices quoted are to be in Canadian dollars and inclusive of duty, delivery charges where applicable, but exclusive of all applicable taxes.

## **9.0 SUB-CONTRACTING**

Using a sub-contractor (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.

Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the Regional District.

## **10.0 ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as an agreement to purchase goods or services. The Regional District is not bound to accept the lowest priced or any Proposal of those submitted. Proposals will be assessed in

light of the evaluation criteria and the Regional District is under no obligation to receive further information, whether written or oral, from any Proponent.

The Regional District reserves the right to reject any and all Proposals for any reason or to accept any Proposal in whole or in part on the basis of the Proposals received which the Regional District, in its sole unrestricted discretion, deems to be the best value for the Regional District. The lowest or any Proposal may not necessarily be accepted.

Proponents acknowledge the Regional District's rights under this clause and absolutely waive any right of action against the Regional District for the Regional District's failure to accept their Proposals whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The Regional District reserves the right to cancel this RFP at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

The Regional District reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.

The acceptance of any Proposal is subject to funding approval by the Board of the Regional District.

After acceptance by the Regional District, the successful Proponent will be issued a written Notice of Award.

#### **11.0 DEFINITION OF CONTRACT**

Notice of Award in writing to a Proponent by the Regional District and the subsequent full execution of a written Contract will constitute a Contract for the services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

#### **12.0 LIABILITY FOR ERRORS**

While the Regional District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

#### **13.0 MODIFICATION OF TERMS**

The Regional District reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

#### **14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents, including Proposals, submitted to the Regional District become the property of the Regional District. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Regional District is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Regional District cannot guarantee that any such information provided to the Regional District will remain confidential if a request for access is made under *the Freedom of Information and Protection of Privacy Act*.

**15.0 CONFIDENTIALITY OF INFORMATION**

Information pertaining to the Regional District obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Regional District.

**D. PROPOSAL SUBMISSION REQUIREMENTS**

**1.0 PROPOSAL SUBMISSION**

Two (2) copies of the Proposal, complete with one (1) copy of the signed and dated Proposal Form provided herein (Section G), must be **received by 4:00 pm Pacific Time on Monday, March 4, 2019** (Closing) at the following location:

Proposals must be submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.

<p>Name of Proponent Address of Proponent</p> <p style="text-align: center;"><b>RFP- REGIONAL DISTRICT WEBSITE REPLACEMENT</b> qathet Regional District Attn: Nancy Schmeister, Manager of Technical Services #202 - 4675 Marine Avenue Powell River, BC V8A 2L2</p>
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Facsimile and electronic submissions will not be considered.

Late Proposals will not be considered and will be returned to Proponents unopened at the Proponent's expense.

The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form (Section G). Unsigned Proposals will not be accepted.

Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.

**2.0 ENQUIRIES**

All enquiries related to this RFP are to be directed, in writing or by email, to:

Nancy Schmeister, Manager of Technical Services      Email: [nschmeister@qathet.ca](mailto:nschmeister@qathet.ca)

Contact information obtained from any other source is not official and should not be relied upon.

**3.0 ADDENDA**

Addenda may be issued during the Proposal period in response to queries received. Addenda will be in written form and sent to all Proponents who have submitted an Intent to Respond (Section H). All addenda become part of the Contract document and must be considered when responding to this RFP. Verbal answers are binding only when confirmed by written addenda.

**4.0 DISCLAIMER**

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Regional District makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely

responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Regional District will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

## 5.0 PROPOSAL REQUIREMENTS

Each Proponent must include the following in their Proposal:

- a) Completed Proposal Form (Section G)
- b) Statement of Proponent Profile, Qualifications and Experience
- c) References
- d) Project Timeline(s) and Availability
- e) Project Methodology
- f) Project Budget Breakdown

Reference Section 6 for Evaluation and Selection Criteria and the Project Scope (Section E) for further detailed requirements.

## 6.0 EVALUATION AND SELECTION CRITERIA

The Regional District will evaluate all Proposals received according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the desirable, point-rated criteria. During the evaluation process, Proponents may be required to provide clarifications to statements made in their Proposals.

<b>Mandatory Criteria</b>
Proposal must be received at the Closing location by the specified Closing date and time.
Sealed package containing the required number of copies of the Proposal.
Proposal Form (Section G) completed and signed by a person authorized to bind the Proponent to statements made in the submission.

<b>Desirable/Point-rated Criteria</b>	<b>Points Assigned</b>
<b>a) <i>Understanding of project objectives and outcomes</i></b>	<b>30</b>
<ul style="list-style-type: none"> <li>- Demonstrates with specific examples including costs, having successfully delivered similar project(s) of this scope.</li> <li>- Demonstrates knowledge of local government operations.</li> <li>- Demonstrates understanding of the critical issues for a successful project.</li> </ul>	
<b>b) <i>Recommended Options</i></b>	<b>30</b>
<ul style="list-style-type: none"> <li>-Recommendations are fully rationalized and contain cost benefit analyses.</li> <li>-Recommendations are backed by supporting documentation, e.g. credentials, proof of required functionality, etc.</li> </ul>	
<b>c) <i>Methodology and Timelines</i></b>	<b>10</b>
<ul style="list-style-type: none"> <li>- Detailed project framework broken down to project milestones, meeting schedules and progress reports.</li> </ul>	
<b>d) <i>Reputation of firm</i></b>	<b>10</b>
<ul style="list-style-type: none"> <li>- Experience and expertise.</li> <li>- Identification of all personnel/sub-contractors to work on project and relevant qualifications and experience.</li> <li>- Resume /References.</li> </ul>	

<b>e) Value of Cost</b>	<b>20</b>
- Project budget breakdown.	
<b>Total evaluation points</b>	<b>100</b>

**E. PROJECT SCOPE**

Proponents are being asked to not only develop a replacement website for the Regional District, but rather to provide input into the complete lifecycle of the website from software selection to content maintenance options. All recommendations and options will be considered.

The Regional District is seeking tailored Proposals that consider the following:

- a) website building software and hosting;
- b) design and development;
- c) content development;
- d) content management;
- e) backend support; and
- f) training.

Proposals must include statements respecting each of these lifecycle stages, though not all of these stages are required to be fulfilled by the Proponent. For example, a Proposal might make the statement that after deployment, the Proponent will supply onsite content management training, 6 months of support and a written operating manual, but will not maintain daily content management or backend support.

Proposal pricing should be broken down by each stage.

Details regarding each stage are provided below.

**1.0 WEBSITE BUILDING SOFTWARE AND HOSTING**

The Regional District’s existing website was built using WordPress and is self-hosted using HostPapa. While the Regional District is open to Proposals using a hosted platform/fully managed website builder or a different self-hosted platform, the Proponent must provide a strong defence for their recommendation including details related to browser compatibility, accessibility, functionality, performance and analytics integration. All Proposals must include a statement of the potential for the recommended platform to integrate additional features and functionality in the future with ease and at minimal cost. Any suggestion to alter the Regional District’s existing host must consider that as a local government (public body), the Regional District must adhere to *Part 3 – Protection of Privacy* of the *Freedom of Information and Protection of Privacy Act*. As such, any recommended host must host the Regional District’s website on a server located in Canada only. Proponents should supply a complete list of credentials for any recommended host. Detailed pricing of recommended software and hosting must be provided and must include any software and licensing costs as well as any other ongoing costs.

**2.0 DESIGN AND DEVELOPMENT**

The existing Regional District website ([www.powellriverrd.bc.ca](http://www.powellriverrd.bc.ca) or [www.qathet.ca](http://www.qathet.ca)) was developed in 2011 and is in need of an update to improve user experience, navigation, content, mobile compatibility, functionality and reliability. The ideal Proponent will have a team of experts that are familiar with the complexities of local government operations and will be able to design and build a quality website that is visually appealing and informative and which reflects the vision of qathet Regional District. Brand standards, logo and colours will be provided.

### **3.0 CONTENT DEVELOPMENT**

While there is existing content on the current website, the Proponent will be responsible to work with internal staff to develop further content as required. Proposals should identify expectations of staff and make recommendations on the desired level of input from staff including a content development strategy inclusive of timelines. Proponents must be able to direct staff to create content that raises the awareness of the Regional District, offers valuable online resources and services, and engages users.

### **4.0 CONTENT MANAGEMENT**

The Regional District's Legislative Assistant is currently responsible for all content management on our existing website with the support and backup of a few select staff. The Regional District is open to considering changes to how we manage the daily input of content. Proposals must include recommendations and cost benefit analysis of all recommended options, e.g. content being managed by Proponent under contract, content input being decentralized amongst internal departments, etc. However, even if the recommendation is for contracted out content management, all Proposals must offer the ability for select staff at the Regional District to add and amend content, should the need arise. Any Proposals recommending ongoing daily contractor content management should include costing, hours of operation and expected response times for both emergency and non-emergency situations.

### **5.0 BACKEND SUPPORT**

The Regional District would be willing to enter into a service contract with the successful Proponent to offer ongoing backend website support. Proponents must provide a statement of intent with support respecting this stage. While staff can handle such duties as website backups and minor works, the contractor will manage all platform, plugin, widget, etc. updates and any major theme level updates/improvements. The contractor will also offer ongoing suggestions for improvements to the website's backend structure. The contractor will be able to directly or indirectly (through the host) monitor the website's visitors and will make ongoing recommendations to ensure the functionality, reliability and security of the website. Any Proposals recommending ongoing daily contractor backend support should include costing, hours of operation and expected response times for both emergency and non-emergency situations. If backend support is not an intended service to be provided by the Proponent, alternative options must be provided.

### **6.0 TRAINING**

Options for training select Regional District staff members for one or more of the above stages must be addressed in Proposals.

### **7.0 OWNERSHIP OF DELIVERABLES**

All website content, source code and graphics, during development and after deployment of the website will be the sole property of the Regional District.

## **F. CONTRACT CONDITIONS**

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Regional District.

### **1.0 COMPLIANCE WITH LAWS**

The Contractor will give all notices and obtain all licenses and permits required to perform the work. The Contractor will comply with all laws applicable to the work or performance of the Contract.

### **2.0 LAWS OF BRITISH COLUMBIA**

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in effect of the province of British Columbia.

### **3.0 INDEMNITY**

The Contractor hereby agrees to indemnify and save harmless the Regional District, its officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents, and sub-contractors, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

### **4.0 WORKSAFE BC COMPLIANCE**

Where applicable, the Contractor, its servants, agents, and sub-contractors agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the "Regulation") as well as the provisions of the *Workers Compensation Act*, R.S.B.C. 1996, c.492, as amended (the "Act"). When on premises at the Regional District, the Contractor, its servants, agents, and sub-contractors agrees to undergo a safety orientation and to adhere to all established measures.

**G. PROPOSAL FORM**

PROJECT FILE NAME: **RFP - REGIONAL DISTRICT WEBSITE REPLACEMENT**  
CLOSING DATE AND TIME: **MONDAY, MARCH 4, 2019, 4:00 PM PACIFIC TIME**

**This form must be completed, signed and included with the submission.**

The undersigned confirms that their submission is in response to the Request for Proposal for *Regional District Website Replacement*, and the Proponent acknowledges receipt of addenda # \_\_\_\_\_ through addenda #\_\_\_\_\_.

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Provide Reference to Pricing Sheet in Proposal :**

\_\_\_\_\_  
(e.g. 'breakdown of pricing can be found on page 6 of Proposal')

\_\_\_\_\_  
**Authorized Signature** (Corporate seal if applicable)

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

## H. REGISTRATION OF INTENT TO RESPOND\*

(\*to be submitted immediately upon opening of Request for Proposal in order to receive addenda)

If you intend to submit a Proposal for the Regional District Website Replacement Request for Proposal, it will be critical that the Regional District can supply you with any addenda or other correspondence related to the Request for Proposal.

To ensure that your company receives this material, please email Nancy Schmeister, Manager of Technical Services at [nschmeister@gathet.ca](mailto:nschmeister@gathet.ca) to advise of your intent to submit a Proposal.

Please provide the following information in your email:

1. Statement that you intend to submit a Proposal for the Regional District Website Replacement
2. Company Name
3. Company Address
4. Contact Name
5. Title or Position
6. Contact Phone Number
7. Contact Email