



REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFSQ) No. 24-037

DATE: June 17, 2024

Project Title: Gabriola Island Health and Wellbeing Coordinator

The Regional District of Nanaimo (RDN) invites qualified and experienced service providers to submit Statements of Qualifications to enter into a contract with the RDN to administer and coordinate the Gabriola Island Health and Wellbeing Service. The contract is for one year, part-time position, up to the amount of \$50,592 (ex. tax). The service is subject to renewal after one year upon Board approval.

A. Intent

This Request for Statements of Qualifications (RFSQ) is issued to determine the most qualified and experienced service provider that can meet the RDN's requirements, expectations, and timeline.

The RDN will review submissions received in response to this RFSQ and enter discussions with the top-ranked Respondent to negotiate the terms, scope, timeline, and cost based on the actual scope of work required (the Work). Should these negotiations fail to result in a contract for the Work, the RDN may then elect to negotiate with the next highest-ranked service provider and so on until an agreement is reached or the process is cancelled.

In any event, the RDN shall not be bound to enter a contract with any Respondent to this RFSQ and, at its sole discretion, may elect to collapse this process.

B. Background

In 2021, the RDN Social Needs Assessment and Strategy ("Strategy") was prepared in collaboration with member municipalities, community partners, and local First Nation representatives to better understand changing social needs and to use this information to identify potential strategies for better facilitation and coordination for future planning and programming throughout the region. The Strategy also recognizes regional variations in social needs revealing Gabriola Island's residents have high levels of need for services across multiple indicators of wellness. For example, Gabriola Island's unemployment rate is 9.6%, compared to 7.7% in Nanaimo and 6.7% in BC (2020 Gabriola Health Report¹). Rates of children and youth

¹ [2020 Gabriola Health Report: Taking the Pulse of our Island](#)

living in low-income households are significantly higher on Gabriola Island (38.4%) than in Nanaimo (22.2%) and BC (18.5%) as well (2020 Gabriola Health Report). Renters are particularly impacted by housing need, with over 52% spending 30% or more of their income on housing costs (2020 Gabriola Health Report).

In response, the RDN completed a feasibility study to assess the value of creating a Community Health and Wellbeing Service for Gabriola Island in 2022. Of the options explored, the desired outcome is to create a service to provide part-time administration and coordination; a person to support and build on the work of existing groups seeking to improve health and wellbeing services on Gabriola Island.

In 2023, Gabriola Island residents were engaged in the option to create a new Health and Wellbeing Service for their area. The proposal received strong support enabling the RDN Board to establish a new service area bylaw “Gabriola Island Health and Wellbeing Contribution Service Establishment Bylaw No. 1892, 2023”(Bylaw No. 1892). An Alternative Approval Process (AAP) was held to allow electors within the service area to decide if the proposed service moved forward. The vote was successful, enabling the RDN Board of Directors to adopt Bylaw No. 1892, on February 27, 2024.

More information on the background and related information can be accessed here: <https://www.rdn.bc.ca/gabriola-wellbeing>

C. Contemplated Scope of Work and Timeline

The position is for the part-time coordination of the Gabriola Health and Wellbeing Service for one year, subject to renewal after one year upon approval of the RDN Board of Directors.

The Gabriola Island Health and Wellbeing Coordinator is to be based on Gabriola Island and work collaboratively with health and wellbeing service organizations and providers on Gabriola, including the Gabriola Island Health and Wellness Collaborative, which is a collaborative formed from representatives of organizations that support the health and wellbeing of Gabriolans. The contractor will provide the following services in person:

- Consult with a Leadership Team, appointed by the Gabriola Island Health and Wellness Collaborative, to determine a work plan for the Coordinator.
 - Consult monthly with the Gabriola Island Health and Wellness Collaborative and record minutes of items discussed and outcomes.
 - Provide an annual report with a work plan to the RDN Board of Directors, including the twelve (12) sets of minutes from the monthly meetings with the Gabriola Island Health and Wellness Collaborative. The annual work plan shall include the achievements for the current year and those proposed for future year(s).
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- Coordinate across organizations and networks involved in health and wellness on Gabriola Island.
- Develop and implement strategic planning to identify key priorities, strategic goals, and objectives.
- Monitor and evaluate the pursuit of the stated goals and objectives.
- Provide administrative services (meeting coordination, minutes, distribution lists etc.).
- Support funding applications to support health and wellbeing services on Gabriola Island.
- Communicate with various service providers, working groups, external partners, and residents.

D. Statement of Qualifications and Evaluation

The statement of qualifications should be no longer than five (5) single sided pages in length (not including cover page, cover letter and appendices), and include the following for evaluation:

- Qualifications and areas expertise of the service provider and nominated Coordinator. Please include CV/Resume of the Coordinator and explain how this individual will provide value for the RDN. Describe your approach to collaborative work and administering coordinator services as it relates to this position.
- Experience of service provider and nominated Coordinator in previous relevant work. Provide short descriptions of similar projects and assignments completed by both the service provider and nominated Project Manager.
- Experience and familiarity of service provider and nominated Coordinator in working on Gabriola Island and collaboration with Gabriola organizations.
- A statement of your ability to complete the work within the timeframe described.
- A statement of your approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard.

Statements of Qualifications (the “SOQ”) will be evaluated by the RDN on a consensus basis and assigned a score out of 100 based on the above evaluation criteria. Any or all SOQs will not necessarily be accepted.

E. Submission Date & Time

Statements of Qualifications should be received on or before **3:00:00 p.m.** local time on the **8th day of July 2024**. The RDN at its sole discretion, reserves the right to accept late submissions.

F. Questions and Submissions

Questions and submissions should be directed to:

Kayla Harris
Planner, Development and Emergency Services
Regional District of Nanaimo
6300 Hammond Bay Road, Nanaimo, B.C. V9T 6N2
T: 250-390-6523 | Email: kharris@rdn.bc.ca

G. Additional Information

If the RDN determines that additional information is required, the RDN will post an Addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and the new BC Bid (www.bcbid.gov.bc.ca/) websites. It is the sole responsibility of interested vendors to check for additional information prior to submitting their response.

H. Proposed Services Contract

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any Proponents request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

The successful contractor must be able to satisfy the standard requirements of an RDN Services Agreement (see Appendix A).

Appendix A
Proposed Services Contract



REGIONAL DISTRICT OF NANAIMO
GENERAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) calendar days' written termination notice.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$2,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.

- a) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$2,000,000.
- b) Contractor is responsible for any other insurance required to protect their interests.
- c) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage

The Contractor must be registered with Worksafe BC and be in good standing with remittance up to date throughout the agreement. Self-employed proprietors or partners in a partnership without employees, must have Personal Optional Protection coverage through Worksafe BC.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public, or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' written notice of such termination.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC unless otherwise agreed.

14. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

15. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being

prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

17. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

18. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract in the service area. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

19. Change Orders

If for any reason it may become desirable during the course of the contract to make changes to the service, the service change order must be in writing and duly executed by both parties prior to coming into effect.

20. Confidentiality and Privacy

20.1 Confidentiality

The Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of, relating to or arising out of the performance of the Services and this Contract (the "**Confidential Information**") and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

- (a) with the prior written consent of RDN;
- (b) in strict confidence to the Contractor's professional advisors;
- (c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
- (d) as otherwise required by law or permitted by this Contract.

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

20.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- (b) information that the Contractor already possessed independently before commencing the Services;
- (c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

20.3 Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

20.4 Privacy

The Contractor acknowledges that the RDN is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended (“**FOIPPA**”), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and data received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

20.5 Publicity

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

21. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

Signature

Printed Name, Title

For the Contractor:

Signature

Printed Name, Title

SCHEDULE "A"
SCOPE OF WORK

SAMPLE

SCHEDULE "B"

CONTRACT PRICE

The Contract Price shall be the sum in Canadian Dollars of the following:

- (a) Up to the Price of <\$Amount> and,
- (b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract including GST.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.