

RFSO 01111-91858-S01

20 April 2010

### Addendum No. 1 Request for Standing Offer Strategic Advisory Services

Please note the following changes and/or clarifications to the above noted Request for Standing Offer document:

Q1. The date of release is today but the dates on this all seem to show 2011. Is this a typo?

Al. No.

Q2. How many vendors have been invited to this RFSO?

A2. Request for Standing Offer was advertised on MERX and the number of responses are not known until the closing date of 28 April 2011, Thursday.

Q3. Is this a re- issue?

A3. No.

Q4. Are you looking for a team of people or 1 contractor?

A4. The City is looking for Senior Consultant(s) to provide Strategic Advisory Services.

- Q5. Our Firm does a considerable amount of work for the Water and Wastewater departments and strategic planning is one of our core services. We recently completed a strategic plan for the City of Toronto Water Department. Is the scope of this RFSO for all City departments or for specific depts.?
- A5. For all City departments.
- Q6. Can you please confirm that any resumes attached in the Appendix do not count towards the 5 pages for the response. A6. Yes.
- Q7. On page 4 under Basis of Selection. the City states. Financial Offer does not exceed the Midpoint calculate by 50%. Can the City please define what the midpoint is example: is the midpoint the highest hourly rate plus the lowest hourly rate / 2 or is the midpoint the median or mean?
- A7. Midpoint sample formula is

$$\frac{120 + 200}{2} = 160$$

Closing Date remains: Thursday, 28 April 2011, 3:00 P.M. LOCAL TIME.

This Addendum forms part of the Request for Standing Offer document, and will be incorporated into any resulting contract. In your submission, please indicate receipt thereof. Failure to do so may result in the rejection of the submission.

For further information, please contact Cornelio Ledda, Purchasing Officer, Supply Branch at (613) 580-2424 extension 75822.



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### Request for Standing Offer Strategic Advisory Services

### Strategic Advisory Services

### Requirement:

The City Manager and the City Manager's Office of the City of Ottawa, hereinafter referred to as the City, is seeking offers from qualified firms and independent professionals to provide Strategic Advisory Services as described in the Terms of Reference, attached herein as Annex "A".

### Period of Proposed Standing Offer:

The proposed period of this Standing Offer is from the date of authorization to 31 December 2013.

Subject to satisfactory service, terms and conditions, in the sole opinion of the City, the Standing Offer may be extended for two (2) optional one (1) year terms. An extension is to be mutually acceptable, and subject to a continued requirement by the City.

At any point throughout the duration of the Standing Offer, Offers may be accepted by the City which may result in new Offerers being added to the Standing Offer, provide they meet the evaluation and financial criteria detailed herein.

During the initial two (2) month term of any extension period:

- The City may elect to remove Offerers from the Standing Offer.
- Existing Offerers may elect to remove themselves from the Standing Offer;

During the timeframe of this Standing Offer, other Departments in the City may also make call ups under these terms and conditions.

General Provisions: To provide to the City, upon the terms and conditions set out herein, the strategic advisory services listed at the *Firm Hourly Charge Rates* identified in Annex B, as and when the City may require such strategic advisory services if the City authorizes and orders such strategic advisory services against this Standing Offer.

It is understood and agreed that:

- a) A contractual obligation will come into force only if there is an authorized "Call-up" against a Standing Offer and only to the extent stipulated in the call up;
- b) This document does not oblige the City to authorize or order any professional services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
- c) The City's liability under this offer shall be limited to the actual amount of professional services "Called-up" within the period specified herein.

#### Call-Uns:

Task(s) will be called-up by the Project Authority as follows:

- a) The Project Authority will provide the Offerer with a description of the work to be performed.
- b) The Offerer will respond with a services and financial proposal, in accordance with the unit pricing agreed to in this standing offer.



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### Request for Standing Offer Strategic Advisory Services

Project Authority:

The services provided will be subject to review and acceptance by the Project Authority to be identified on each individual call-up.

Inquiries:

All inquiries regarding this Request for Standing Offer (RFSO) are to be directed to the Administrative Authority specified herein. Inquiries must be received in writing (e-mail) no later than 18 April, 2011. All inquiries received. and the answers as provided by the Project Authority will be provided to all offerers by way of written addendum. no later than 20 April, 2011 without naming the source of the inquiry.

Order of Precedence:

The documents listed below form part of the RFSO and will be incorporated into any resulting "Call-up" against the Standing Offer. If there is a discrepancy between the wording of one document and the wording of any other document, which appears on the list, the wording of the document, which appears first on the list, shall take precedence:

- Request For Standing Offer 1.
- Annex A Terms of Reference 2.
- Annex B Financial Offer and Acknowledgement of Offer
- Annex C Supplemental Conditions Professional Services January 2011 4.
- Annex D General Terms and Conditions December 2010

Estimated Utilization:

It is estimated that the professional services called-up against this Standing Offer will be comprised of individual call-ups up to \$150,000.00 within the proposed period of the Standing Offer. Should a requirement for Strategic Advisory Services estimated at \$150,000.00 or more be requested by the Project Authority, the Administrative Authority reserves the right to initiate a procurement process in accordance with the Purchasing By-Law of the City of Ottawa.

Content of Submission:

Your proposal should not exceed five (5) single sided 8.5" X II" pages in 10-point font (Times New Roman) including spreadsheets, which can be submitted in 8.5" X 14" and will count as one (1) page each. Any documentation exceeding the maximum five (5) pages will not be considered.

Résumés must be attached to the Content of Submission in the form of appendices. Any other supplemental documentation that does not respond directly to the Terms of Reference and Evaluation Criteria, such as corporate literature will not considered in the evaluation of submissions.

Provide five (5) copies of your service proposal, and two (2) sealed copies of your financial proposal.



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### Request for Standing Offer Strategic Advisory Services

### Identification of the Offerer:

Provide a profile and relevant history of the Offerer providing Strategic Advisory Services, particularly those provided to the public sector. Provide the location and address of the office from which the Offerer proposes to service the City's requirements. Describe the ability of the Offerer to provide routine contract administration (routine communications and meetings with City staff) without additional cost to the City.

### A. RATED EVALUATION CRITERIA (100 Points Total)

Category	Available Points	
(A) Service Proposal		
1. Experience and Qualifications of Key Team Members	100	
Total Available Points	100	

### 1. Experience and Qualifications of Strategic Advisor(s) (100 points)

Identify the Strategic Advisor(s) proposed for this standing offer.

In a table, list each resource, by name; role in the firm; role(s) proposed for this standing offer; relevant qualifications and education; years of experience; and describe up to three (3) relevant projects that demonstrate their experience and expertise in providing Strategic Advisory Services. Additional consideration will be given to those who demonstrate experience working with the public sector at the municipal level. Identify specific team members with a capacity to provide their services in both official languages. French and English. Resumes should be appended where appropriate. The City reserves the right to verify information provided.

In order for a proposed resource to be considered compliant, they must achieve a minimum score of 70% or 70 of 100 points. Should a proposed resource fail to meet the required score of 70%, the resource will be deemed non-compliant and unsuitable for call-ups.

Offers must achieve the minimum score of 70% (70 out of 100 points) on the Rated Evaluation Criteria number 1 to advance to the next stage of the evaluation, B Financial Offer.

### B. FINANCIAL OFFER (Pass or Fail):

Please provide a financial offer using Annex B (attached) and return two (2) copies with your submission. The Offerer is to provide a *Firm Hourly Rate* for the services identified in Annex B.

A Midpoint will be calculated based on the Hourly Rate proposed by each firm, and Financial Offers which exceed the midpoint by greater than 50% shall be deemed non-compliant and disqualified from further consideration.

Honrly Charge Raizs are to be the full cost of service including all travel and out of pocket expenses but excluding HST.



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### Request for Standing Offer Strategic Advisory Services

Prompt Payment Discount:

Suppliers are encouraged to offer a cash discount for prompt payment provided that the minimum number of working days for payment is fifteen (15).

Sliding Discount:

On any initial call-up exceeding \$100,000.00, the Offerer will discount the hourly or per diem rates by five (5) percent on the work exceeding \$100,000.00.

### General Conditions:

The Offerer must certify acceptance of Annex C: Supplemental Conditions – Professional Services – January 2011 and Annex D: General Terms and Conditions – December 2010, which shall form part of and be incorporated into all "Call-ups".

### Selection Process:

An evaluation team, overseen and led by City staff, will review all offers received and score the offers using a "consensus" approach, in relation to the criteria and points that are identified.

Authorization of Standing Offer may be made solely on the basis of the offer submission, without a meeting with the Offerer. However, one or more Offerers may be invited to attend a formal interview with the evaluation team, or to provide written clarification on their offer.

### Basis of Selection:

The City intends to authorize one or more Offerers that provide best value, as determined by Offers with one or more resource(s) that achieve the minimum pass grade of 70% (70 out of 100) of the points available within evaluation criteria number 1, and whose Financial Offer does not exceed the Midpoint calculated by 50%.

### Authorization:

Authorization of Standing Offers will be made in accordance with the provisions of the City Purchasing By-Law.

### Offer Validity:

Offers shall remain valid and open for acceptance by the City for a period of ninety (90) calendar days, following the due date for receipt of offers.

### Submission of Offer:

Please provide five (5) copies of your offer and two (2) copies of the your financial offer (Annex B) with your offer(s), signed by an authorized official, in a sealed envelope, clearly identified as to contents and addressed to:

City of Ottawa Finance Department Supply Branch 100 Constellation Crescent 4th Floor, West Tower Ottawa, ON K2G 6J8

Proposals MUST be received at this location NOT LATER THAN 3:00 P.M. LOCAL TIME, on Thursday, 28 April, 2011

Offers received after the above due date and time will not be considered, but will be returned unopened, to the Offerer.



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### Request for Standing Offer Strategic Advisory Services

#### Administrative Authority:

For further information regarding the Request for Standing Offer, please contact:

City of Ottawa Finance Department Supply Branch 100 Constellation Crescent 4th Floor, West Tower Ottawa, ON K2G 6J8

Attention: Cornelio Ledda
Title: Purchasing Officer

Telephone: (613) 580-2424 ext. 25822

Facsimile: (613) 560-2126.

E-mail: Cornelio.Ledda@ottawa.ca

Offerers are advised that all communications with the City related to this RFSO prior to the closing date must be directly and only with the Administrative Authority.

### Note to Offerers:

It is essential that the elements contained in the offer be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Offerer's disadvantage.

Offers should be submitted in the format requested, with an index and preferably including the criteria subject to point rating in a clear identifiable location. If an Offerer feels that the conditions will restrict it unnecessarily in any way, it should so state in its offer. Any deviation from the stipulated conditions should be given in detail with an explanation as to why they are being offered. The City reserves the right to accept any offer as submitted without prior negotiations. It is the responsibility of the Offerer to obtain clarification of the requirements contained herein, if necessary, prior to submitting an offer.

Each offer will be evaluated solely on its content. Assessment of the offer commences immediately after closing date. The City does not accept offers submitted by facsimile transfer machines or electronic mail.

This Request for Standing Offer does not commit the City to authorize any Standing Offer or to pay any costs incurred in the preparation of an offer, or attendance at a meeting with City staff. The City reserves the right to accept or reject any or all offers received, and to seek clarification from one or more Offerers on the contents of their submission.

The Administrative Authority will only make official modifications to the RFSO process, or to the actual "terms of reference" through official addendum issue. Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

Copies of this Request for Standing Offer are available from the MERX Distribution Unit. telephone 1-800-964-6379 or via the Internet at www.merx.com. MERX is the official and sole distributor of this Request for Standing Offer and any addenda. If an Offerer obtains this document by means other than through MERX, the accuracy of the document and receipt of any addenda is the sole responsibility of an Offerer.

The City relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.



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### Annex A Terms of Reference

### Background

As a result of the October 8, 2008 Council approved corporate wide reorganization, the focus of the City Manager and the City Manager's Office was concentrated on supporting governance, ensuring financial and performance integrity, intergovernmental and community relations, and on the implementation of large scale, highest priority projects and corporate change initiatives.

The key priority areas for the City Manager and the City Manager's Office include:

- Leading the implementation of Council directed change agendas:
- Ensuring the Financial sustainability of the municipality;
- Overall City Financial planning, budget preparation and long-term financial planning;
- Cost control measures;
- Implementation of Council's highest priority projects;
- Improving reporting to Council;
- Corporate governance support;
- Procurement strategies:
- Challenge function with respect to both external advice and internal readiness;
- Project governance;
- Risk mitigation:
- Report writing, editing and document preparation as required;
- Legislative planning;
- Intergovernmental relations, planning and arrangements;
- Community relations and outreach; and,
- External communications.

The City Manager and City Manager's Office are directly involved in a number of key Council identified priorities these include but are not limited to:

- Lansdowne Redevelopment and Partnership Plan;
- Ottawa Light Rail Transit (OLRT);
- Downtown Transit Tunnel (DOTT);
- Ottawa Stadium Redevelopment Strategy;
- Arts Court and Ottawa Art Gallery Redevelopment Strategy;
- Ottawa Community Lands Development Corporation:
- Sponsorship and Advertising Initiatives;
- Key Economic Development Initiatives:
- Service Ottawa;
- Fiscal Framework Policy Review;
- Integrated Management and Accountability Framework;
- Solid Waste Services Review :
- Quality Assessment Review; and,
- Ottawa River Action Plan.

An integral component of the City Manager's roll is to provide both general oversight of these initiatives as well as a strong challenge function with respect to external advice and internal readiness. This function is fundamental to enabling effective risk identification and the development of appropriate mitigation measures. The diversity and magnitude of Council directed proprieties and projects require considerable engagement of outside consultant and subject matter expertise in a variety of disciplines. This function could be made stronger with the addition of an



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### Annex A Terms of Reference

objective third party to act as a second challenge function. The addition of an independent third party is an important component to enable the City Manager to effectively direct and maintain oversight on Council priorities.

#### Statement of Work

Fiscal sustainability is a key priority for Council and the corporation. To help realizing this objective, the City is seeking offers for professional financial and risk mitigation advisory services to assist the City in containing costs and reducing risks. A significant contributor to realizing the City fiscal sustainability is to identify and secure the City's share of potential provincial, federal or private sector funding required to develop, design, construct and/or implement key corporate initiatives and infrastructure. The City is seeking expertise in intergovernmental relations with a proven track-record in obtaining funding from other levels of government and the private sector, with extensive knowledge of current funding programs and a background in the current financial arrangements of other levels of government and in the private sector.

The City shall explore every means available to offset the cost of their share of project funding. Financial and risk management advisory services professionals will assist the City on the following:

- Provide a strong challenge function with respect to external advice and internal readiness on key corporate initiatives:
- Review and comment on corporate legislative planning:
- Review and comment on various projects' Procurement & Delivery Analysis;
- Review and comment on various project's governance and/or provide project governance as directed:
- Review and augment the City's Affordability Analysis and Investment Strategies as part of development of project financing plans;
- Evaluate the methods and means of various approaches to finance, including review of the Value for Money assessment:
- Provide project governance advice and oversight where directed and/or warranted;
- Provide risk identification and mitigation advice;
- Assist in community relations and external communications and discussions with the other tiers of government, non-governmental organizations, community leaders and stakeholders, consultants and developers with the goal of providing value added;
- Develop project specific financial plans and/or analysis including cash flow requirements, capacity
  analysis, source and use of funds/funding streams, grant opportunities, etc. integrating elements of Federal,
  Provincial and local commitments;
- Assist in discussions with the Province and Federal government to create innovative strategies and sources
  of funding;
- Provide independent financial advice as appropriate taking into consideration the City's overall financial planning including; annual budget preparation, fiscal framework policies and long-term financial planning;
- Review various regulations, which exist to govern municipal borrowing and knowledge of Ontario municipal finance; and,
- Report writing, editing and documents preparation as required.



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### Annex B Financial Offer and Contractual Acknowledgement

Basis of Payment:

The Offerer offers to provide the services detailed herein under Annex A. Terms of Reference, and as further detailed in the Offerer's offer, to the acceptance of the City, in accordance with the following FIRM Hourly Rates for the proposed Standing Offer period ending 31 December 2013:

	Strategic Advisor	Proposed Resource(s)	Firm Hourly Charge Rate
-			
	Senior Consultant		

Method of Payment:

Monthly payments shall be made based on stated deliverables, as detailed in the call-up, following receipt and acceptance of an invoice by the Project Authority. The invoice should include a breakdown by each major task and progress to the date on the invoice and should include the total hourly charge out rates.

Offerers should note the following when preparing their financial offer:

### Harmonized Sales Tax effective 01 July 2010:

The *Contractor* is subject to the Harmonized Sales Tax (HST) for this project. The Federal Government and the Ontario Government implemented a Value Added Tax known as the Harmonized Sales Tax (HST) on 01 July 2010 combining both the Federal and Provincial Taxes.

Contractors shall govern themselves accordingly.

### Prompt Payment Discount:

The City of Ottawa follows a policy whereby in the absence of prompt payment discount terms, all invoices from vendors will be paid on a Net 30 basis, that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later.

Suppliers are encouraged to offer a cash discount for prompt payment, which will not be taken into consideration in the award of this contract, provided that the minimum number of working days for payment is fifteen (15).

Should a discount be offered within a timeframe less than fifteen (15) working days, the discount will not be taken into consideration in the award of this contract, although it may be taken by the City in return for processing payment within the stated timeframe.

A Prompt Payment Discount of	% is offered for payment within	working days, following
receipt by the City of the invoice, or	r receipt and acceptance of the goods and serv	rices, whichever date is later, in the
sole opinion of the City.		

Please indicate the Prompt Payment Discount on all invoices.

### Disbursements:

All reasonable and proper expenses incurred by the Offerer shall be reimbursed under this item without any allowance thereon for overhead and or profit. All disbursements must be approved by the Project Authority in advance otherwise the Offerer risks having the claim for disbursement rejected. The following costs shall be included in the "Hourly Charge Rate":

- Communication expenses including facsimile, local phone and cellular charges;
- Administrative support provided by the Offerer's staff to other members of its staff;



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### Annex B Financial Offer and Contractual Acknowledgement

- Standard PC, presentation projection equipment, or computer aided design and drafting equipment (excludes specialized equipment or software as identified in Offerer's submission.); and,
- Travel and Living Expenses unless approved in advance.



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## Annex B Financial Offer and Contractual Acknowledgement

### Acknowledgement of Terms and Conditions:

The Contractor hereby agrees to be legally bound by the provisions of the resulting Standing Offer, including, but not limited to, the Supplemental Conditions – Professional Services – January 2011 and General Conditions – December 2010. The Contractor further acknowledges and agrees that the final terms of the resulting Contract with the City will be concluded and become legally binding on both parties upon receipt and acceptance by the Contractor of a Purchase Order issued by the City. The Contractor further agrees that acceptance of the Purchase Order will be deemed to take place five (5) Business Days after receipt of a Purchase Order, unless the Contractor provides the City with a written objection to, or refusal of, the Purchase Order within the said five (5) Business Day period.

SIGNED this	day of	
Signature	Name and Title (Print)	Has the authority to bind the Corporation
Company Name		······································
Company Address		
		Telephone No.
		Facsimile
		E-Mail Address



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### Supplemental Conditions - Professional Services - January 2011

### 1. DEFINITIONS

"Deliverables" means all work, materials, or other tangible or intangible property identified in the applicable Work Order as "deliverables", "statement of expected results", "business results" and shall include, without limitation, all source code and object code of software, databases, data structures, modules, user interfaces, design documents, test plans and scripts to implement the functions and requirements described in the applicable Specifications, together with all related Documentation and media procured or prepared by the Contractor in performing the applicable Work.

"Documentation" means all documentation, in electronic and written form, including, without limitation, data flow and process flow diagrams for all functions set out in the applicable Specifications and in-line commenting on all source and object code, that is required to allow a programmer of reasonable skill to understand, analyze, debug and improve the System or Deliverables, as applicable, without undue delay.

"Person" means an individual, corporation, partnership, trust, unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

### 2. SUPPLEMENTAL CLAUSES:

### 2.1 Changes and Additional Services

The City may, with the consent of the Consultant, in writing and at any time before or after the commencement of the Services, extend, increase, vary or otherwise alter the Services, and in such cases the City shall pay the Consultant in accordance with agreed upon rates, either per hour, per diem or fixed costs, as may be determined.

### 2.2 Locations and Consultant's Office

For the purposes of this Agreement, all Services performed by the Consultant shall be deemed to be performed in the Ottawa office of the Consultant located in the City of Ottawa unless written approval of an alternate location is obtained from the City. All fees and disbursements shall be calculated and invoiced according to the applicable deemed location of the Consultant's office.

#### 2.3 Convright

The City shall have the sole ownership of copyrights to all materials produced under the contract.

Reproduction of any documents or other data for use by anyone is forbidden, without express permission in writing by the City.

### 2.4 Title

Except as otherwise provided in the Contract, and except as provided in subsection (2), title to the Work or any part thereof shall vest in the City upon delivery and acceptance thereof by or on behalf of the City.

Upon any payment being made to the Contractor in respect of the Work or any portion of the Work, either by way of progress payments or accountable advances or otherwise, title to the Work so paid for shall vest in and remain in the City unless already so vested under any other provision of the Contract.

Notwithstanding any vesting of title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the Work or part thereof so vested shall remain with the Contractor until its delivery to the City in accordance with the Contract.



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### Supplemental Conditions - Professional Services - January 2011

Any vesting of title referred to in subsection (2) shall not constitute acceptance by the City of the Work and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

### 2.5 Suits or Proceedings Pending

The bidder represents and warrants to the City (and acknowledges that the City is relying on) that it is not aware of any actions, suits or proceedings pending or to its knowledge threatened against or adversely affecting it, which might materially affect its financial condition or its ability to perform and meet and all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this Request for Tender.

### 2.6 Interim Expenditure Reports and Payment Restriction

The Consultant's total fees and disbursements for the performance of all the Services required under the terms of this Agreement shall not exceed the total amount stated in the Purchase Order.

The total amount specified in the Purchase Order, as well as all applicable taxes payable, shall represent the total amount payable to the Consultant with respect to the provision or supply of any Services or intangible property by the Consultant to the City, or in connection with the provision, supply, transfer or sale of any goods, material or tangible property by the Consultant to the City pursuant to this Agreement. Any changes in taxes payable during the Term this Agreement may, in the discretion of the City, either increase or decrease the total amount payable to the Consultant under the terms of this Agreement.

#### 2.7 Award

Any award resulting from this opportunity will be in accordance with the City Purchasing By-Law and may be subject to City Council approval.

### 2.8 Fraud or Bribery

Should the Contractor or any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the City, or to commit fraud against the City, the City shall be at liberty to declare the proposal void forthwith, or to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.



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### Supplemental Conditions - Professional Services - January 2011

### 2.9 Insurance

- (1) Without restricting the generality of the Indemnification provisions, the Consultant shall, during the term of this Agreement, provide, maintain and pay for:
  - (a) Commercial General Liability Insurance with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall be in the name of the Consultant and shall name the City of Ottawa as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- premises and operations liability;
- products or completed operations liability;
- blanker contractual liability;
- cross liability;
- severability of interest clause:
- contingent employers liability;
- personal injury liability;
- owner's and contractor's protective coverage;
- liability with respect to non-owned licensed motor vehicles;
- (b) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and
- (c) Professional Liability Insurance with a policy limit for each single claim of not less than \$1.000,000.00.
- (2) The Consultant *shall* provide the City with proof, in a form satisfactory to the City, of the insurance required under this section prior to the commencement of work.
- (3) If the City requests to have the amount of coverage increased or to obtain other special insurance for the Services for the Project, then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the City's expense.
- (1) All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.



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# Annex D General Terms and Conditions – December 2010

The City's General Terms and Conditions are incorporated by reference into this solicitation. By submitting a bid, bidders confirm that they have read the City's General Terms and Conditions and agree to be bound by them in any resulting contract.

A copy of the *General Terms and Conditions* is available on the Purchasing page of Ottawa.ca: <a href="http://www.ottawa.ca/business/bids\_contracts/purchasing/pdf/terms\_conditions\_en.pdf">http://www.ottawa.ca/business/bids\_contracts/purchasing/pdf/terms\_conditions\_en.pdf</a>



## Request for Standing Offer Strategic Advisory Services Service Offer

RFSO No. 01111-91858-S01 April 28, 2011

Proposal submitted to:

City of Ottawa

Prepared by:

The Boxfish Group 285 McLeod Street Ottawa, Ontario, K2P 1A1

Tel: 613 235-2274 Fax: 613-563-2274



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### 1. About The Boxfish Group

The Boxfish Group creates and participates in projects that drive significant environmental and social benefit. We have the unique combination of skills needed to take unusual and challenging projects from concept to reality. We are entrepreneurial, we are smart, and we are diligent agents of change.

Our work intersects the Private Sector, Government and Civil Society. Our deep technical expertise combined with diverse communications experience allow us to distil complex technical analysis into easily understood and effective communications. Our financial knowledge allows for better business decisions. Our experience in the civil society sector helps identify and maximize social and environmental benefit. And our deep understanding of public policy underlies everything we do.

### 2. Relevant History of Strategic Advisory Services

Brian Guest, the lead Strategic Advisor, provided strategic advice relating to two federal budgets including the budget that brought forward the New Deal for Cities. In his capacity as a founding partner at the Boxfish Consulting Group he prepared Ontario's climate change plan. As Director of Policy and Communications for former Mayor Bob Chiarelli, a position which he held for five years, he had responsibility for strategic files like amalgamation and light rail. Brian brings an unparalleled level of knowledge and experience on City of Ottawa issues, and is backed by a Boxfish team that has a wide breadth and depth of experience in policy, communications and business issues.

The Boxfish Consulting Group has delivered a broad range of strategic projects for a range of federal, provincial and municipal clients focused primarily on environmental sustainability. Some of our recent projects with municipalities include designing and implementing innovative waste reduction programs with municipalities including wood and hazardous waste, and providing strategic advice to the Mayor of Ottawa on a range of issues including the development of the City Budget 2011 and the OC Transpo route optimization.

### 3. Location and Address

The head office of the Boxfish Group is located at:

The Boxfish Group 285 McLeod Street Ottawa, Ontario, K2P 1A1

The Boxfish Group is located less than a 10 minute walk from City hall and our skilled staff has a long history of providing excellent administrative service to the city, on an ongoing and as-needed basis.

RFSO No. 01111-91858-SOI



### 4. Experience and Qualifications of Key Team Members

Name	Role in the Firm	Roles for this SO	Qualifications, Education and Years of Experience	Relevant Experience
Brian Guest	Principal	Lead Advisor	For the past 18 years Brian has undertaken a number of roles in which he provided strategic advice and counsel including as:  1. Deputy Principle Secretary to the Prime Minister (2 years)	1. Budget 2011 and OC Transpo Network Optimization In collaboration with Finance and the City Manager, Brian put together a full City budget that met the Mayor's tax target in just six weeks. This complex project involved position the budget as well as many detailed sub-issues.
			Director of Policy and Comms to the Mayor of Ottawa (5 years)      Founding Partner of the	As part of the project, Brian also assisted with the roll out of the OC Transpo network optimization process including developing the associated business plan.
			Boxfish Consulting Group (6 years)	2. O-train Light Rail Project - As Director of Policy and Communications
			Honours Bachelors in Political Science and Public Administration, Ottawa University, Ottawa, Ontario	for the Mayor of Ottawa, Brian managed the development of the O-train project. He also assisted in the final report prep and developed the legislative strategy for the N-S Rail Project.
				3. Development of the GST rebate and New Deal for Cities
				As Deputy Principle Secretary to Prime Minister Paul Martin, Brian developed the sections of two federal budgets that brought the fiscal needs of cities to the national stage and addressed the need for ongoing federal funding.
Jon Lomow	Principal	Strategic and Comms Advice	Bilingual  1. Founding partner of the Boxfish Consulting Group (6 years)	1. Don't Waste Wood Campaign for the Forest Products Association of Canada (FPAC) – working with municipalities across North America to establish wood waste diversion projects.
			Founder of the Canadian     Centre for Policy Ingenuity (6     years)	2. World Wildlife Fund of Canada — Provided strategic comms advice on the Campaign on Integrated Oceans Management targeted at the Federal Government and general public
			3. Strategic Planner, Venture Communications, A Canadian Advertising and Marketing Firm (3 years)	Engine Creative/Venture     Communitications - In charge of all digital product delivery including



				Oroup
			3. Founder and CTO of Engine Creative, a Canadian digital media focused communications firm (4 years)  Bachelor of Commerce (International Business and Information Systems), Carleton	websites, digital media presentations, customer relationship management (CMR) tools, back-office tools, digital advertising, marketing measurement and evaluation tools. Projects included the planning of a website for a major municipality.
Lorne Johnson	Principal	Strategic Advice	University  Bilingual  1. Partner in the Boxfish Consulting Group  2. Strategic and operational planning for a multi-sector alliance of companies seeking to voluntary reduce their GHG emissions (2 years)  3. Facilitated development of multi-stakeholder supported sustainability standards for Ontario's forest industry (4 years)	1. Public consultation on barriers and solutions to waste diversion - Designed and lead a public consultation exercise for a large Canadian municipality in order to identify broadly supported regulatory and policy options to the diversion of wood waste  2. Development a national climate change strategy - Facilitated the development of WWF-Canada's national climate change strategy
David Brook	Consultant	Policy development	1. Founding President of DBk Consulting Inc (9 years)  2. Senior Research Associate at the Public Policy Forum (5 years)  Honours Degree in Interdisciplinary Studies, Carleton University  Masters of Political Economy, Carleton University  Graduate Certificate in Dialogue, Deliberation and Public Engagement, Fielding Graduate Institute	1. Providing strategic advice and counsel to the Program on Life Sciences and Global Health, McLaughlin-Rotman Centre (formerly the Canadian Program on Genomics and Global Health, Joint Centre for Bioethics), looking in particular at the development of technology convergence centres in Africa, mapping global health spending in Canada and helping to develop and implement Grand Challenges Canada – 2005 – Ongoing  2. Project manager and lead author on a study by the Global Advantage Consulting Group to develop an Health/Life Science IT Asset Map for the province of New Brunswick  3. Contributing author to a report for Sustainable Prosperity on environmental price reform in Canadian Municipalities, Summer 2009



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Roisin Reid	Consultant	Research and Comms Support	1. Former senior communications analyst at EDC (1 year)  2. Chief, Communications Services, Liberal Research Bureau (5 years)  3. Communications Strategist/Officer, Federal Department of Finance (4 years)  Roisin was awarded the Head of the Public Service Award in 2003.	1. Metro Vancouver Conference - organized a conference bringing together representatives of the municipal and provincial governments, environmental advocates, and construction and demolition professionals to address the problem of recyclable C&D debris in Vancouver's landfills, which are nearing capacity.  2. Export Development Canada Digital Media Strategy - As Senior Advisor with EDC, Roisin led an effort to modernize EDC's communications channels, including the launch of an online magazine and a comprehensive social media strategy. Despite its niche audience, the magazine site (www.exportwise.ca) receives thousands of hits monthly, and @ExportDevCanada has more than 1,200 followers on Twitter.  3. Finance Canada - Roisin represented the Department of Finance as part of the inter-departmental communications team that managed the 2004 First Ministers' Meeting on the Future of Health Care.
Zakiah Kasam	Consultant	Strategic and Technical Analysis	Bilingual  1. Environmental consultant  2. Formerly an environmental researcher in wastewater treatment technologies at the National Research Council  3. Formerly a process engineer for SNC-Lavalin  Master of Environmental Engineering degree, University of Calgary  Master of Business  Administration from the University of Toronto  part-time faculty member at the University of Ottawa in the Department of Chemical Engineering	1. Life-Cycle Analysis - Zakiah has done extensive work in Life Cycle Analysis for various industries and teaches a course on it at Ottawa U.  2. Work in the Developing World – Zakiah has significant work in the developing world including in the mountainous regions of Northern Pakistan, where she spent several weeks managing a science educational initiative



### Appendix 1: Lead Consultants

### Brian Guest

Brian Guest is a Founder and Principal of The Boxfish Consulting Group, an environmental consulting firm based in Ottawa, Ontario. At Boxfish he has:

- Assisted with deployment and implementation of new and emerging green technologies
- Developed public policy options for various governments at all levels regarding climate change and renewable power

### **Talents**

Strategy Development

- Creative strength in finding unconventional answers to seemingly intractable problems
- Depth in setting successful policy choices
- Proven success in charting successful strategies to achieve environmental objectives

Strategic Analysis

- Strong ability to synthesis complex issues in rapidly evolving environments
- Tuned ability to judge political realities
- · Ability to judge and track diverse stakeholder interests

Communications

- Strength in resolving controversial issues with sensitivity
- Facility for crisis communications and intense pressure situations

### Recent Projects and Relevant Experience

Developing a Climate Change Strategy for Ontario

- Industry/Sub-Sector: Government
- Project Duration: 1 year
- Project Value: N/A
- Project Description: Leader of The Boxfish Consulting Group team that developed the components of a climate change strategy for the Government of Ontario.
- People Managed: Worked closely with the Minister and Ministry of the Environment.
- Outcome:
- Ontario has since implemented an extensive climate change action strategy a key component of which is the Feed in Tariff announced as part of the Green Economy and Green Energy Act.
- Requirements Deep understanding of climate change science and programs/policies that have been
  implemented in other jurisdictions. Deep understanding of the structure and functions of
  government and private sector partners.

Deputy Principle Secretary to the Prime Minister of Canada

- Industry/Sub-Sector: Government
- Project Duration: 2 years
- Project Value N/A
- Project Description: N/A
- Outcome:

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- Primary responsibility for the fulfillment of Health, Environment and Cities objectives of the government
- Created Project Green initiatives in Budget 2005 and worked with Finance, Environment and Natural Resources
- Designed first renewable power production incentives implemented in Canada
- Completed transfer of the GST and gas tax revenue to municipalities as committed by the government
- Achieved Health Accord with the provinces in Fall 2004
- Requirements: Strong analytical skills, capacity to understand and implement complex policy
  measures, strong communications skills and ability to lead teams and work with peers at the highest
  levels of government

### Director of Policy and Communications to the Mayor of Ottawa

- Industry/Sub-Sector: Government
- Project Duration: 5 years
- Project Value: N/A
- Project Description: Managed complex policy and communications implementations including:
  - Lead team that implemented Ottawa's first light rail transit system using existing rail rights of way
  - Moved Hydro Ottawa to market rates of return and managed rate increases with public
  - Implemented Canada's first successful municipal ban on smoking in restaurants and public places
  - Managed communications for Chair Chiarelli during 1998 ice storm
  - Lead Mayor's successful campaign to amalgamate 11 municipalities into one city through to the full integration of budgets and operations
- Outcome:
- Two successful terms as Regional Chair and re-election as the first Mayor of an amalgamated Ottawa
- Successful implementation of the Mayor's priority projects including amalgamation, light rail, leveraging Hydro assets and banning smoking.
  - Requirements Strong analytical skills, capacity to understand and implement complex policy measures, strong communications skills and ability to lead teams.

### Director of Communications, Office of the Minister of Finance

- Industry/Sub-Sector: Government
- Project Duration: 1 year
- Project Value: N/A
- Project Description: Charged with overseeing all political communications including speaking for the Minister on the record for all public issues
  - Worked with department to deliver Budget 2001
  - Worked with department to host emergency World Bank/IMF meetings held in the wake of September 11, 2001
  - Worked with Minister to assume leadership on cities file and establish New Deal brand
- Outcome:
- Successful and skilful handling of difficult political challenges



- Beginnings of production incentive model that led to FIT
- Requirements Strong analytical skills, capacity to understand and implement complex policy
  measures, strong communications skills and ability to lead teams and work with peers at the highest
  levels of government
- Languages
- English (Native)

### Education

Honours Bachelors in Political Science and Public Administration, Ottawa University, Ottawa, Ontario

### Jon Lomow

In 2005 Jon founded The Boxfish Group to help the Canadian economy and individual organizations undergo "sustainable transformations" and to commercialize innovative technologies aimed at fighting climate change. Jon has played an instrumental role in the growth and success of green innovations within a number of young and established organizations.

Shortly before forming the Boxfish Group, Jon also worked to establish the Canadian Centre for Policy Ingenuity (CCPI), a non-profit organization directed at helping Canada and Canadians take pragmatic action towards fighting climate change. CCPI works closely with prominent Canadian environmental NGOs like WWF, the David Suzuki Foundation, Equiterre and Greenpeace to promote sustainability across federal, provincial and municipal policy.

Jon has also held senior positions with a number of communications firms including Engine Creative, a firm he started and grew to 34 employees before its merger with Venture Communications in 2001. At Venture Communications Jon established a leading marketing measurement practice recognized by various industry best practice awards.

During his work in the marketing communications sector, Jon worked with a number of leading global brands including Unisys, Cisco Systems, Sunlight (Unilever), Subway Sandwiches and Toyota on a wide spectrum of initiatives ranging from marketing measurement to complex branding, advertising and grassroots campaigns.

### Talents

- Strategic Communications
- Media Management and Crisis Communications
- Stakeholder Outreach and Consultation
- Guerrilla marketing and mobilization tactics
- Brand Strategy
- Organizational Management
- Measurement Framework Development and Implementation
- Information Technology design and deployment



### Recent Projects and Relevant Experience

### Yellow Pages Group EcoFinder

- Industry/Sub-Sector: Advertising/Business Directories
- Project Duration: 1.5 years
- Project Description: Primary consultant in the development and deployment of the Yellow Pages
   EcoFinder pilot a "green business" classified section of the standard Yellow Pages Directory in 12
   strategic markets.
  - Developed extensive screening criteria and organizational processes to qualify businesses for the special section
  - Developed and conducted the Quality control process to insure quality and credibility
  - Facilitated consultations with Environmental NGOs.
  - Trained call-centre agents to screen each business through inbound and outbound calling
  - Trained company sales agents on the product

### World Wildlife Fund of Canada

- Industry/Sub-Sector: Environmental NGO
- Project Duration: Ongoing
- Project Description: Campaign on Integrated Oceans Management targeted at the Federal Government and general public.
  - Strategic communications advice and execution for program launch and ongoing management
  - o Development of measurement framework

### Engine Creative Inc.

- Industry/Sub-Sector: Marketing Communications (digital focus)
- Duration: 1999-2002
- Description: Founder and Chief Technical Officer for Engine Creative, a Canadian digital media focused communications firm.
  - In charge of all digital product delivery including websites, digital media presentations, customer relationship management (CMR) tools, back-office tools, digital advertising, marketing measurement and evaluation tools.
  - o Engine eventually merged with Venture Communications where Jon continued to lead the digital marketing practice.

### Languages

- English (Native)
- French (Working knowledge)
- Italian (Working knowledge)

### Education

Bachelor of Commerce (International Business and Information Systems), Carleton University



#### Lorne Johnson

Lorne is a recognized leader in the environmental community who has spent much of his career forging collaborative solutions to longstanding sustainability challenges. He is known and respected across government, natural resource industries and the ENGO community as an energetic, personable and innovative problem solver who gets things done. He holds an undergraduate degree in commerce and a Masters of Science in forestry (economics).

### Talents

- Multi-stakeholder facilitation and consensus building around environmental issues including forestry, climate change and fisheries management
- · Development, implementation and public reporting of corporate sustainability commitments
- Design and execution of civil society government relations, public relations and social change strategies
- · Public engagement and policy development related to waste diversion

### Recent Projects and Relevant Experience

Strategic and operational planning for a multi-sector alliance of companies seeking to voluntary reduce their GHG emissions

- Industry/Sub-Sector: Private
- Project Duration: 1 year 2008 2009
- Project Value: \$80k
- Project Description: Currently helping the Forest Products Association of Canada design and launch
  an initiative to support the reduction of GHG emissions from sectors along the forest products value
  chain.
- People Managed: 12 member multi-stakeholder group of forest industry, labour, First Nation and environmental representatives
- Outcome:
- ✓ FPAC member supported strategic plan to reduce GHG emissions along the value chain.
- Partnership launched with major Canadian municipality to reduce methane emissions resulting from forest products degrading in landfills.
- Requirements Strategic planning, understanding of industry emissions sources.

Facilitated development of multi-stakeholder supported sustainability standards for Ontario's forest industry

- Industry/Sub-Sector: NGO
- Project Duration: 3 years 1999 2003
- Project Value: N/A
- Project Description: Successfully facilitated a three-year multi-stakeholder process involving industry, ENGOs, First Nations, government and labour unions on environmental and social certification standards (FSC) for the forest sector in Ontario. Lead drafting of the standards throughout the process.
- People Managed: 12 member multi-stakeholder group of forest industry, labour, First Nation and environmental representatives
- Outcome:

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- ✓ Full consensus reached on these standards leading to the 10 million hectares of forest licenses achieving FSC certification in Ontario the largest uptake of FSC certification within a specific region in FSC's history worldwide.
- Requirements Exceptional consensus building, facilitation and writing skills.

Facilitated the development of a national climate change strategy (including energy efficiency and renewable energy) for Canada for a leading international environmental NGO

- Industry/Sub-Sector: NGO
- Project Duration: 6 months 2005
- Project Value: N/A
- Project Description: Facilitated the development of WWF-Canada's national climate change strategy.
- People Managed: Managed a 5 member team of consultants.
- Outcome:
- Coherent climate change strategy that was well received by senior federal government decisionmakers.
- Requirements: Understanding of climate change policy and the role of energy efficiency and renewables in achieving overall national targets. Strong facilitation skills.

Public consultation on barriers and solutions to waste diversion

- Industry/Sub-Sector: Government
- Project Duration: 6 months
- Project Value: \$40k
- Project Description: Designed and lead a public consultation exercise for a large Canadian municipality in order to identify broadly supported regulatory and policy options to the diversion of wood waste.
- · People Managed: Worked with senior executives and other project team members to deliver results.
- Outcome:
- ✓ Multi-stakeholder support for a range of regulatory approaches
- Stakeholder supported mandate for the municipality to adopt tougher regulatory measures.
- Requirements A combination of strategic planning and facilitation skills.

### Languages

- English (Native)
- French (strong verbal skills)

### Education

- Masters in Science, Forestry (Economics), University of Toronto
- · Bachelor of Commerce, Queen's University



### Roisin Reid

Roisin Reid is currently a consultant at The Boxfish Consulting Group, an environmental consulting firm based in Ottawa, Ontario. As part of the Boxfish team Roisin has:

- Assisted with the planning, communications and on-site management of the Metro Vancouver conference on Construction and Demolition Wood Waste.
- Researched and written analysis, strategic communications plans, and communications products for a variety clients including the Forest Products Association of Canada, Metro Vancouver, The David Suzuki Foundation, and the World Wildlife Fund.

#### **Talents**

### Strategic Communications Planning

- Providing communications advice and developing strategic communications plans to support major policy initiatives.
- Incorporating a wide range of communications options, including social media.
- Coordinating concurrent projects, working within deadlines.

### Clear Writing and Editing

- Making complex subject matter easily accessible to various audiences.
- Developing key messages to ensure consistency and clarity.

### Recent Projects and Relevant Experience

Senior Communications Advisor, Export Development Canada

- Industry/Sub-Sector: Trade Finance
- Project Duration: 2 years
- Project Value: N/A
- Project Description: Advised EDC's senior executive on a wide range of communications issues, developed communications products including writing speeches for the President and CEO and enhancing EDC's use of digital media.
- Outcome:
  - EDC's best-ever event in terms of media penetration: President's speech at the Asia Pacific Foundation, 2009. Organized event in Vancouver, wrote speech and accompanying communications products, worked with media relations staff to co-ordinate media plan. Resulted in wide-spread coverage in traditional and ethnic media.
  - Implemented digital media communications plan, including the launch of an online magazine (www.exportwise.ca) and social media applications. The magazine site now receives thousands of hits each month, and EDC (@ExportDevCanada) now has more than 1,200 followers on Twitter.

Chief, Communications Services, National Liberal Caucus Research Bureau

- Industry/Sub-Sector: Government
- Project Duration: 4 years
- Project Value: N/A
- People Managed: Staff of 15 writers, translators, media monitors and web/print designers.
- Project Description: Coordinated the development, production, translation and distribution of communications products for the Liberal Caucus, including press releases, talking points, websites.



direct mail products. Provided strategic communications advice to members of the Liberal Caucus and their staff.

- Outcome:
  - Implemented process improvements to allow for quick response to complex public issues, including development and publication of talking points and press releases.
  - Implemented a direct mail program that incorporated demographic targeting within key held and unheld ridings.

### Communications Strategist, Finance Canada

- Industry/Sub-Sector: Government
- Project Duration: 4 years
- Project Value: N/A
- Project Description: Provided communications advice in the areas of Federal-Provincial Relations and Social Policy to senior government officials.
- Outcome:
  - Represented Finance Canada on the inter-departmental communications team for the 2004 First Ministers' Meeting on Health Care.
  - Researched, wrote and edited press releases, media lines, speeches, publications and website content, including materials for Budget 2001, 2003 and 2004.
  - Was presented with the 2003 Head of the Public Service Award, as part of a team that spearheaded Finance's University Recruitment Project.

### Languages

- English (Native)
- French (received EEC on Federal Government Second Language Evaluation)

### Education

Honours Bachelors in English Language and Literature, Campion College, University of Regina, Regina, Saskatchewan. Graduated with Honours.



### Zakiah Kassam, P.Eng. M.Eng., MBA

Zakiah holds an undergraduate degree in Chemical Engineering from McGill University. She worked as an environmental researcher in wastewater treatment technologies at the National Research Council and extensively in the oil and gas sector as a Process Engineer for SNC-Lavalin prior to pursuing a Master of Environmental Engineering degree from the University of Calgary.

As a graduate student with the Centre for Environmental Engineering, Research and Education at the University of Calgary, her interdisciplinary program covered Environmental Design and Civil Engineering, and included graduate work in wastewater treatment in developing countries. Zakiah has done extensive work in Life Cycle Analysis for various industries including the waste management sector, as well as studies for the private sector, ENGOs, and government. Many of these studies were based on waste management options including landfills, anaerobic digestion and incineration. Zakiah has done significant work in the developing world including in the mountainous regions of Northern Pakistan, where she spent several weeks managing a science educational initiative.

Zakiah holds a Master of Business Administration from the University of Toronto and specializes in integrated financial/environmental Life Cycle Analysis. She is currently a part-time faculty member at the University of Ottawa in the Department of Chemical Engineering.

### Languages

- English
- French



### David Brook

For the past nine years, David was the President of DBk Consulting Inc a consulting firm based in Ottawa, Canada specializing in innovation, health and environmental policy, commercialization, and citizen engagement. Over the past decade, David has worked as a strategist, lead researcher, analyst and project manager on a wide array of projects and processes both individually and in conjunction with several leading consulting groups and not-for-profit organizations. His areas of expertise include:

- Innovation and Commercialization Policy with a focus on the domestic and international Health, Environmental and Biotechnology sectors,
- Climate Change and Sustainable Development,
- The Voluntary Sector, the Social Economy and Citizen Participation, with a focus on the sport sector in Canada,
- Deliberative and Stakeholder Engagement, and
- Domestic and International Public Policy Development

Recent projects include working with the McLaughlin-Rotman Center for Global Health to help develop the strategic plan for and launch Grand Challenges Canada, working with Grand Challenges Canada as a Senior Strategic Consultant, co-authoring with Dr. Peter Singer a Grand Challenges Canada publication entitled Integrated Innovation, and co-authoring reports for Sustainable Prosperity on Building a Green Economic Stimulus Package for Canada and Environmental Price Reform for Canadian Universities. David was also co-leader of the secretariat for the Beyond 2010 Panel looking at the future of high performance sport in Canada. David has worked with a number of start-up green energy companies helping them to develop business strategies and to commercialize new products and technologies.

Prior to founding DBk Consulting David worked as a Senior Research Associate with the Public Policy Forum in Ottawa. David has an Honours Degree in Interdisciplinary Studies (International Development) and a Masters Degree in Political Economy from Carleton University.



### Request for Standing Offer Strategic Advisory Services Service Offer

# Financial Offer and Contractual Acknowledgement

RFSO No. 01111-91858-SO1 April 28, 2011

Proposal submitted to:

City of Ottawa

Prepared by:

The Boxfish Group 285 McLeod Street Ottawa, Ontario, K2P 1A1 Tel: 613 235-2274

Fax: 613-563-2274



### **Hourly Rates**

Firm hourly rates for the proposed Standing Offer period ending 31 December 2013:

Strategic Advisor	Proposed Resource(s)	Firm Hourly Charge Rate
Lead Strategic Advisor	Brian Guest	\$175/hour
Senior Supporting Advisors	Jon Lomow, Lorne Johnson, Zakiah Kassam	\$150/hour
Supporting Consultants	David Brook, Roisin Reid	\$150/hour



### Acknowledgement of Terms and Conditions:

The Contractor hereby agrees to be legally bound by the provisions of the resulting Standing Offer, including, but not limited to, the Supplemental Conditions – Professional Services – January 2011 and General Conditions – December 2010. The Contractor further acknowledges and agrees that the final terms of the resulting Contract with the City will be concluded and become legally binding on both parties upon receipt and acceptance by the Contractor of a Purchase Order issued by the City. The Contractor further agrees that acceptance of the Purchase Order will be deemed to take place five (5) Business Days after receipt of a Purchase Order, unless the Contractor provides the City with a written objection to, or refusal of, the Purchase Order within the said five (5) Business Day period.

SIGNED this	John day of Apr John Lomew Prince Name and Title (Print)	:1 2011
12 m	Jon Lomew, Prince	ipa (
Signature	Name and Title (Print)	Has the authority to bind the Corporation
The Boxfi	sh Group Inc.	
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