



## Ministry of Public Safety and Solicitor General

### Joint Solutions Procurement For the Residential Tenancy Office Project

#### Government Contact:

All enquires related to this Joint Solutions Request for Proposal, **JSRFP# SATP-045** are to be directed in writing to the person identified below who will respond to all enquires if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's discretion.

Huan Ngo  
Manager, Commercial Services  
Strategic Acquisitions & Technology Procurement  
E-Mail: [Huan.Ngo@gems6.gov.bc.ca](mailto:Huan.Ngo@gems6.gov.bc.ca)  
Facsimile: (250) 387-1399

#### Delivery of Proposals:

Proposals must **not** be sent by mail, facsimile or email. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the JSRFP number, and the Project title. Six (6) complete hard copies and one electronic copy on diskette or CD must be delivered by hand or courier, and received prior to **2:00 pm, Pacific Time on, Tuesday January 27, 2004** at:

Procurement Services  
Ministry of Management Services  
102 – 3350 Douglas Street  
Victoria, B.C., V8Z 7X9  
Attention: Huan Ngo

#### Proponent Information Session

A Proponents meeting will be held on **January 12, 2004**. Time, location, and dial-in phone access will **only be announced to those submitting a Receipt Confirmation Form**. Please note that this meeting is an information session to address questions regarding the Residential Tenancy Office Project.

Minutes of this meeting will be taken. A copy of the recorded minutes and a list of attendants may also be posted as an Appendix to this JSRFP on BC Bid. Attendance is optional.

Please refer to section 1.2.2.4 for instruction on making enquiries or asking questions on this JSRFP. Please refer to section 1.2.2.5 to 1.2.2.8 for details on Proposal submission and related information.

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# 1 JOINT SOLUTION REQUEST FOR PROPOSAL INTRODUCTION

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## 1.1 PURPOSE OF THE JSRFP AND JSP

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The purpose of this JSRFP is to identify Proponents with the optimum combination of the capacity, capability and commitment (“3C’s”) to be a Partner with the Province (as represented by the Ministry) and jointly create a Solution that will achieve the Objectives of the Residential Tenancy Office Project.

The Joint Solution Procurement (JSP) process is a multi-stage procurement process comprised of two major parts. The first part is the JSRFP process which is designed to qualify and short-list Proponents primarily on their capacity, capability and commitment to be a Partner with the Ministry in the Project. The second part of the JSP process involves three distinct phases consisting of a Joint Solution Definition Phase, a Due Diligence & Negotiation Phase and a Contract Negotiation Phase which is intended to culminate in a long term Final Contract being entered into with the Province.

The mechanism to achieve the Project’s Objectives is expected to reflect “best-in-class” solutions. The Joint Solution Definition Phase of the JSP process allows for the joint development of a Solution and an evolving approach that will optimize the service delivery outcomes. The form of deal structure to give effect to the Solution (e.g., joint venture, transitional joint venture, outsource, etc.) will depend on the results of the Joint Solution Definition Phase. The JSP process described in this document should result in two Preferred Proponents being identified and invited to enter into the Joint Solution Definition Phase with the Province. The Ministry will work closely with the Preferred Proponents, through the Joint Solution Definition Phase to determine how to best meet the Ministry’s Objectives for the Project. A Final Contract resulting from the JSP process is expected to range between five to ten years in duration.

The Partner will demonstrate exceptional ability to deliver on both the business process transformation and operations required to meet the service delivery Objectives of the Project.

## 1.2 DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

### 1.2.1 Definitions

Throughout this JSP, the following definitions will apply:

- a) “3C’s” means, capacity, capability, and commitment to jointly achieve the Objectives of the Project, and are the key attributes that will be assessed during the JSP process;
- b) “Arbitrator” means the Arbitrator as described in the Legislation;
- c) “Business Alliance” means a mutually beneficial relationship between the Ministry and the Partner;
- d) “Concept” means the high level concept relating to the Project presented orally and in writing by a Proponent to the Province during Stage 3 of the Proponent Qualification Phase;
- e) “Contract Negotiation Phase” means Phase 4 of this JSP which commences upon the Province indicating that it is prepared to start negotiation of the Final Contract with the Successful Proponent and ends upon the execution of the Final Contract;
- f) “Due Diligence & Negotiation Phase” means Phase 3 of this JSP which commences upon an invitation being extended by the Province to the Successful Proponent to enter into Phase 3 of this JSP and ends upon the Province indicating that it is prepared to start negotiation of the Final Contract with the Successful Proponent;
- g) “Final Contract” means the written agreement executed by the Province and the Successful Proponent resulting from completion of the Contract Negotiation Phase;
- h) “Joint Solution Definition Agreement” means the agreement that will be entered into by the Province and each Preferred Proponent prior to the Joint Solution Definition Phase which will include the provisions described in Appendix C;
- i) “Joint Solution Definition Phase” means Phase 2 of this JSP which commences upon invitations being extended to Preferred Proponents to enter into Phase 2 of this JSP and ends upon an invitation being extended by the Province to one of the Preferred Proponents to become the Successful Proponent;
- j) “JSP” means the Joint Solution Procurement Process for the Project;
- k) “JSRFP” means this document;
- l) “Landlord” means Landlord as described in Legislation;
- m) “Legislation” means the Manufactured Home Park Tenancy Act, S.B.C. 2002, c. 77; and the Residential Tenancy Act, S.C.C. 2002, c. 78;
- n) “Letter of Intent” means the letter of intent that will be entered into by the Successful Proponent prior to the Due Diligence & Negotiation Phase;
- o) “Ministry” means the Ministry of Public Safety and Solicitor General as may be reconstituted, renamed or otherwise reorganized by the Province from time to time;
- p) “must”, or “mandatory” in respect of evaluation criteria means a requirement that must be met in order for a Proposal to receive consideration;
- q) “Objectives” means the Objectives for the Project more particularly described in section 1.3.3;
- r) “Operational Services” means those services more particularly described in section 2.3.2;
- s) “Partner” means the Successful Proponent who enters into the Final Contract with the Province and works with the Ministry in a strategic relationship, but not necessarily a legal partnership, in achieving the Ministry’s goals for the Project;
- t) “Preferred Proponents” means the Proponents who are invited by the Province to advance to the Joint Solution Definition Phase and who sign the Joint Solution Definition Agreement;
- u) “Project” means the Residential Tenancy Office Project as described in this JSRFP document;
- v) “Proponent” means the entity that submits, or intends to submit, a Proposal in response to this JSRFP, and where the Proposal consists of a joint submission or contemplates the use of subcontractors, then the Proponent will be the individual entity that acts as the lead entity responsible for the Proposal, as more particularly described in paragraph 1.2.2.25;
- w) “Proponent Qualification Phase” means Phase 1 of this JSRFP which commences upon the release of this JSRFP and ends upon invitations being extended by the Province to Preferred Proponents to enter into the Joint Solution Definition Phase;
- x) “Proposal” means the written submission required for Stage 1 of the Proponent Qualification Phase;

- y) "Province" means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Ministry;
- z) "RTO" or "Residential Tenancy Office" means the Residential Tenancy Office established under the authority of the Director pursuant to the Legislation;
- aa) "RTO Services" means the services provided to Landlords and Tenants by RTO as described in section 2.3.2, but excluding arbitration services more particularly described in section 2.3.3.2;
- bb) "should" or "desirable" in respect of evaluation criteria means a requirement having a significant degree of importance to the Objectives of the JSRFP
- cc) "Solution" means the Project solution and framework that is developed during the Joint Solution Definition Phase in response to the Ministry's Objectives for the Project;
- dd) "Stage 1" means the initial stage of the Proponent Qualification Phase during which Proposals will be created by Proponents and evaluated by the Province;
- ee) "Stage 2" means the second stage of the Proponent Qualification Phase during which up to four Proponents will be asked to participate in separate Workshops with the Province;
- ff) "Stage 3" means the final stage of the Proponent Qualification Phase during which the Proponents who participated in the Workshops will present their Concepts to the Province, both orally and in writing;
- gg) "Subcontractors" means entities that submit, or intend to submit, a joint Proposal with a Proponent or are retained by the Partner to perform certain services in respect of the Final Contract;
- hh) "Successful Proponent" means the Preferred Proponent who is invited by the Province to advance to the Due Diligence & Negotiation Phase and who signs a Letter of Intent;
- ii) "Tenant" means Tenant as described in Legislation;
- jj) "Workshops" means the working sessions between a Proponent and the Ministry during Stage 2, as more particularly described in section 4.1.4;

## 1.2.2. Joint Solution Request for Proposal Process – Proponent Qualification Phase

### 1.2.2.1 Terms of the Proponent Qualification Phase

This JSP will consist of four phases: the Proponent Qualification Phase, the Joint Solution

Definition Phase, the Due Diligence & Negotiation Phase and the Contract Negotiation Phase. The following terms apply to the Proponent Qualification Phase of this JSRFP. In consideration of the Province's preparation of this JSRFP document, in conducting the JSRFP and the Proponents' opportunity to submit a Proposal, each Proponent hereby acknowledges and agrees by submitting a Proposal in response to this JSRFP that the Proponent is accepting and agreeing to be bound by the terms of this JSRFP. Provisions in a Proposal that conflict or are inconsistent with any of the terms of this JSRFP shall be of no force or effect.

### 1.2.2.2 Proponent Qualification Phase Process

The Proponent Qualification Phase will consist of three stages:

- (a) Stage 1 – During this stage Proponents will submit Proposals in accordance with the terms of this JSRFP. Each Proposal will be evaluated by the Province. The Province will select up to four Proponents to advance to Stage 2 of the Proponent Qualification Phase based upon the Province's evaluation of the Proposals;
- (b) Stage 2 – During this stage Workshops will be held with up to four Proponents that have advanced from Stage 1. Subject to the terms of this JSRFP, each of the Proponents from Stage 2 will advance to the Stage 3 of the Proponent Qualification Phase; and
- (c) Stage 3 - During this stage each of the Proponents who have advanced from Stage 2 will present their Concepts to the Province. The Province will initially select up to two Proponents who will become Preferred Proponents and will advance to the Joint Solution Definition Phase.

Neither the acceptance by the Province of any Proposal, the conducting of any Workshop nor the receipt by the Province of any Concept in any format whatsoever shall under any circumstances cause any express or implied commitment or undertaking on the part of the Province to advance any Proponent to the next Stage or Phase, to receive any presentation from a Proponent, to acquire services, to undertake any form of transaction or to continue the JSRFP process.

### 1.2.2.3 Receipt Confirmation Form

Proponents are advised to fill out and return the attached Receipt Confirmation Form immediately. Only those Proponents who return a fully completed Receipt Confirmation Form will be notified of any subsequent information relating to this JSRFP, including any changes made to this document. Subsequent information will be

distributed by the Province to a Proponent in accordance with the method authorized on the Proponent's Receipt Confirmation Form.

Notwithstanding the foregoing, Proponents who have returned the Receipt Confirmation Form may be notified that certain additional information, including that listed in Appendix D, will only be made available to Proponents who return to the Province a signed Confidentiality Form (which will be provided by the Province). Where such notification is given to the Proponents, then only those Proponents who return a fully signed Confidentiality Form will be provided with the additional information. It is intended that the documents described in Appendix D will be provided by courier and additional confidential documents may be made available for viewing in a Restricted Documents Room that may be established by the Province in Victoria. The responses to any enquiries regarding such additional information will be provided by email, facsimile or courier at the Province's discretion.

#### 1.2.2.4 Enquiries

All enquiries related to this JSRFP are to be directed, in writing, to the person set forth below. Information about this JSRFP obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Province's option.

##### Huan Ngo

E-Mail: Huan.Ngo@gems6.gov.bc.ca  
Tel: (250) 387-1437  
Fax: (250) 387-1399

The Province has no obligation to ensure consistency between each of the Workshops or each of the Concept presentations. Accordingly, during Stages 2 and 3, questions and responses exchanged between the Province and one Proponent may differ from questions and responses exchanged between the Province and any other Proponent. The Province does not intend to share the questions or answers that are exchanged with a Proponent during Stages 2 and 3 with any other Proponents; however, if a Proponent makes a request for information during a Workshop that the Province determines to be a request for basic information that should be made available to all Proponents, then the Province, in its sole discretion, may distribute that basic information to all Proponents participating in the Workshops.

#### 1.2.2.5 Closing Date and Time

Six complete hard copies of the Proposal and one electronic copy on diskette or CD must be delivered by hand or courier, and received **prior to 2:00 PM, Pacific Time, on Tuesday, January 27, 2004** at:

Procurement Services  
Ministry of Management Services  
102 – 3350 Douglas Street  
Victoria, B.C., V8Z 7X9

##### Attention: Huan Ngo

Proposals must **not** be sent by mail, facsimile or email. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the JSRFP number, and the Project title.

#### 1.2.2.6 Late Proposals

Proposals will be marked with their receipt time at the closing location described in section 1.2.2.5 above. Late Proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the Proposal receipt time as recorded at the closing location will prevail whether accurate or not.

#### 1.2.2.7 Signed Proposals

The Proposal must be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to the terms of this JSRFP and any statements made in response to this JSRFP. The Proponent must ensure that its Proposal includes a letter or statement(s) substantially similar in content to the sample Proposal Covering Letter provided in Appendix A.

#### 1.2.2.8 Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. The Proponent cannot change the wording of its Proposal after closing and no words or comments will be added to the Proposal after closing unless requested by the Province for purposes of clarification, or to correct minor defects pursuant to section 1.2.2.16 below.

#### 1.2.2.9 Eligibility

A Proposal will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the Project. Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the Project, will not be permitted. The Province may also remove a Proponent from any later stage of the Proponent Qualification Phase where the Province determines, in its opinion, that such Proponent's current or past corporate or other interests may give rise to a conflict of interest in

connection with the Project. Any such determination by the Province of a conflict of interest shall be final and shall be based upon such information as the Province in its sole discretion determines to be relevant.

#### **1.2.2.10 Evaluation Committee**

The evaluation of Proposals will be undertaken by a committee formed by the Province, which committee may include employees and contractors. The evaluation committee may consult with such technical advisors, including financial, legal, operating, marketing and other experts, as the evaluation committee may, in its discretion, determine to be necessary. The evaluation committee may be expanded by the Province in its sole discretion during Stages 2 and 3.

#### **1.2.2.11 Evaluation**

The evaluation committee will check Proposals against the mandatory criteria. Proposals that do not meet all of the mandatory criteria will be rejected without further consideration. Proposals that do meet all of the mandatory criteria will also be evaluated against the desirable criteria. The Workshops and Concepts will be evaluated against the criteria described in this JSRFP.

#### **1.2.2.12 Debriefing**

At the conclusion of Stage 1, Proponents who are not invited to advance to Stages 2 and 3 of the Proponent Qualification Phase will be so notified in writing, and may then request a debriefing meeting with the Province, which will be scheduled by the Province after the Preferred Proponents have been announced. Proponents who will not be invited to participate in the Joint Solution Definition Phase will be so notified in writing at the end of the Proponent Qualification Phase, and may then request a debriefing meeting, which will be scheduled by the Province following the conclusion of the Contract Negotiation Phase.

#### **1.2.2.13 Proponent Expenses**

Proponents are solely responsible for their own expenses in preparing a Proposal and for participating in any or all Stages of the Proponent Qualification Phase including, without limitation, if the Province elects to reject all Proposals or to not ask any Proponents to advance to the Joint Solution Definition Phase. In no event will the Province or any of its employees, representatives or contractors be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, or in preparing for or participating in Stages 1, 2 or 3, or any Phase of this JSP, or for any loss of opportunity, loss of anticipated profit in connection with any Final Contract (whether or not the Final Contract is awarded to the Proponent or at all), or for any other loss,

damage or claim of any kind whatsoever relating in any way to all or any portion of the JSRFP or the JSP.

#### **1.2.2.14 Limitations of Damage**

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it will not claim for any loss, costs or damages, for whatever reason, relating to the Final Contract (whether or not the Final Contract is awarded to the Proponent or at all) or in respect of the Proponent's preparation for or participation in, or failure to be invited to participate in, any one or more Stage or Phase of this JSRFP or JSP. If, contrary to the terms of this JSRFP the Province should be held liable for any reason whatsoever (whether in contract or in tort) for any of the foregoing losses, costs or damages, then such losses, costs or damages shall not, in any circumstances, exceed an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal.

#### **1.2.2.15 Right of the Province to Check References**

The Province reserves the right to verify a Proponent's references at any Stage in the Proponent Qualification Phase.

#### **1.2.2.16 Correction of Minor Defects**

The Province reserves the right, in its sole discretion, to correct minor defects in the Proposals or Concepts.

#### **1.2.2.17 Acceptance of Proposals**

This JSRFP should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into any contract with any Proponent including, without limitation, any Proponent who submits the lowest priced Proposal or Concept. Proposals and Concepts will be assessed in light of the evaluation criteria described or referenced in this JSRFP. The Province will be under no obligation to receive further information, whether written, oral, or otherwise, from any Proponent at any Stage in the Proponent Qualification Phase.

#### **1.2.2.18 Restriction on Contact/No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee, during the Proponent Qualification Phase or discuss the Project described in this JSRFP with members of the public or the media, other than as expressly directed or permitted by the Province.

#### **1.2.2.19 No Contract**

By submission of a Proposal, Proponents agree that no Proponent will acquire any legal or equitable rights or privileges relative to the Project described in this JSRFP prior to the full execution of a Final Contract. Further, the

Province reserves the right not to enter into a Final Contract with any of the Proponents.

#### **1.2.2.20 Liability for Errors**

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

#### **1.2.2.21 Modification of Process or Project**

The Province reserves the right to modify the JSP, this JSRFP or the Project at any time in its sole discretion. This includes, but is not limited to, the right to cancel this JSRFP at any time, to extend the closing time, change the number of Proponents asked to advance to any Stage of this JSRFP or any Phase of this JSP, re-commence a Stage or Phase of this JSRFP or JSP, alter the Project requirements or make other changes to the process or to a term set out in this JSRFP. If a modification is communicated to the Proponents prior to closing time, it is the Proponents' sole responsibility to ensure that they make appropriate use of that information.

#### **1.2.2.22 Ownership of Proposals**

All documents, and electronic media, including the Proposals and Concepts, submitted to the Province become the property of the Province. The Province may make such copies as the Province may require for evaluation purposes. All Proposals and Concepts will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this JSRFP. The Province does not intend to share a Proponent's Concept with the other Proponents; however, the Province will in no way be liable or responsible if another Proponent subsequently suggests a framework or idea similar to one contained in a Concept that was originally submitted by another Proponent.

#### **1.2.2.23 Use of JSRFP Document**

No portion of this document, nor any information supplied by the Province in relation to this JSRFP, may be used or disclosed by a Proponent in any manner other than for the sole purpose of submitting a Proposal and participating in the JSP.

#### **1.2.2.24 Working Language of the Province**

The working language of the Province of British Columbia is English and all responses to this JSRFP must be in English.

#### **1.2.2.25 Legislative References**

A reference to a statute, and any definition of a statute, includes any amendment to the statute, any statute which supplements or supercedes the statute and each regulation made pursuant to any such statute or amendment, all as the same may be in force from time to time.

#### **1.2.2.26 Proposals with Joint Submissions or Subcontractors**

A Proponent may submit a Proposal consisting of a joint submission by the Proponent together with one or more other entities, or which proposes the use of Subcontractors in the Final Contract. In either case, the Proponent will be the only party responsible to the Province for the Proposal, will act as the liaison and main contact with the Province in respect of the Proposal, this JSRFP and the JSP, and will take overall responsibility for the successful inter-relationship among the Proponent and the other entities involved in the joint submission, or contemplated as Subcontractors, as the case may be. The Province will have no obligations with respect to those other entities or Subcontractors under this JSRFP, the JSP, the Final Contract or otherwise.

### **1.2.3. JSRFP Process – Joint Solution Definition Phase**

Prior to participation in the Joint Solution Definition Phase, the Province will enter into a Joint Solution Definition Agreement with each of the Preferred Proponents, which will include the provisions described in Appendix C as well as such other provisions as may be determined by the Province, in its discretion, to be necessary, desirable or useful.

### **1.2.4. JSP Process – Due Diligence & Negotiation Phase**

The Due Diligence & Negotiation Phase will substantially follow the process described in section 4.3 below.

### **1.2.5. JSP Process – Contract Negotiation Phase**

The Contract Negotiation Phase will substantially follow the process described in section 4.4 below.

## 1.3 RESIDENTIAL TENANCY OFFICE OVERVIEW

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### 1.3.1 Overview

The role of the Residential Tenancy Office is to encourage and actively promote harmonious relationships between Landlords and Tenants by providing both parties with information and dispute resolution services, including a quasi-judicial arbitration process that is intended to be quick, inexpensive, and accessible.

The RTO is responsible for the following core functions:

- Administering Legislation that regulates the relationships between Landlords and Tenants in residential premises;
- Providing Landlords and Tenants with information about their respective rights and responsibilities, as well as the options available to them to resolve problems;
- Providing intervention and arbitration services to resolve Landlord-and-Tenant disputes; and
- Undertaking statutory reviews and reconsiderations of Arbitrator's decisions.

In 2002/2003 RTO received approximately 250,000 enquiries for information by email, phone and fax, plus an additional 50,000 walk-in enquiries at Residential Tenancy Offices. RTO received 23,000 arbitration applications, of which over 20,000 proceeded to arbitration.

Landlords and Tenants and others are served by a 1-800 line, a 1-800 recorded 24 hour information line, over the Internet (email and a comprehensive website), at Government Agent's offices in 58 British Columbia communities, and at Residential Tenancy Offices in four locations throughout the Province (Victoria, Burnaby, Surrey and Kelowna).

### 1.3.2 Residential Tenancy Office's Goals

The goals of the RTO are:

- To inform Landlords and Tenants of their legal rights and responsibilities, thereby encouraging early conflict resolution;
- To provide an efficient dispute-resolution system to assist Landlords and Tenants to settle their conflicts in a timely and orderly manner; and
- To maintain a high level and quality of RTO Services for Landlords and Tenants.

### 1.3.3 Project Objectives

The Objectives of this Project are:

- To improve RTO Services to Landlords and Tenants;
- To meet RTO Service demand and the goals of the RTO at a reduced cost; and
- To maintain a high level of access to RTO Services.

### **1.3.4 Residential Tenancy Office Organization**

RTO has its head office in Victoria and four regional office locations throughout British Columbia (Victoria, Burnaby, Surrey, and Kelowna). There are currently 72 staff and 31 independent Arbitrators.

Detailed organization charts are attached as Appendices D, E, F, G, and H.

### **1.3.5 Ministry Commitments to the Project**

A key service delivery goal of RTO is to maintain an efficient residential tenancy system that ensures the timely resolution of Landlord and Tenant disputes and the provision of quality information to the parties.

The Project is focused on selecting a qualified Partner to support the business process design and reorganization required in RTO. Once a new delivery model is agreed upon, the Partner will be asked to deliver the technological improvements necessary to continue delivering an efficient residential tenancy system in the face of budget reductions.

The Ministry has assembled a core team of experts that will be dedicated to the Project and that is supported by Project sponsors at the highest level in the Ministry's organization, being the Ministry's executives and other representatives of the Province. These Project sponsors will adopt an increasingly dedicated role in the JSP as the selection process proceeds through the Joint Solution Definition Phase and subsequent Phases as described in this document.

The Ministry has assigned a member of the senior executive to oversee the Project. The Ministry is committed to providing the resources necessary to participate actively in the selection process and all other Phases of this JSP. The core team already assembled is comprised of senior level personnel with extensive experience in the management of major projects and in-depth understanding of the service delivery and the operations of RTO. Further, key resources from the business and services side of RTO will be hand-picked by the executive and assigned full-time to the Project. Provision has been made for back-filling and for supplemental activities/resources to ensure business continuity throughout the Project.

## 2 DEFINING THE OPPORTUNITY

### 2.1 OVERVIEW, BUSINESS ISSUES AND OBJECTIVES

RTO workflows are currently labour-intensive and have not been automated to the fullest extent possible. Modern, interactive client access is not available, and workflows are supported by older technology which is neither Ministry standard nor supported by suppliers.

The introduction of the new *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act* on January 1, 2004 will provide a significant opportunity to restructure RTO in order to take advantage of e-government initiatives and technological innovation, to improve processes and efficiency, and ultimately to reduce operating costs. Up-to-date technology will also allow RTO to improve the quality of information provided to Landlords and Tenants.

Since RTO does not have access to the funding required to implement these technological improvements, it will not be able to maintain acceptable service levels with current technology and service delivery processes.

In order to meet upcoming budget reductions and still introduce needed technological improvements, RTO needs a Partner who can provide the technology and the management support required for service delivery process redesign.

#### RTO Proposed<sup>1</sup> Budget Targets

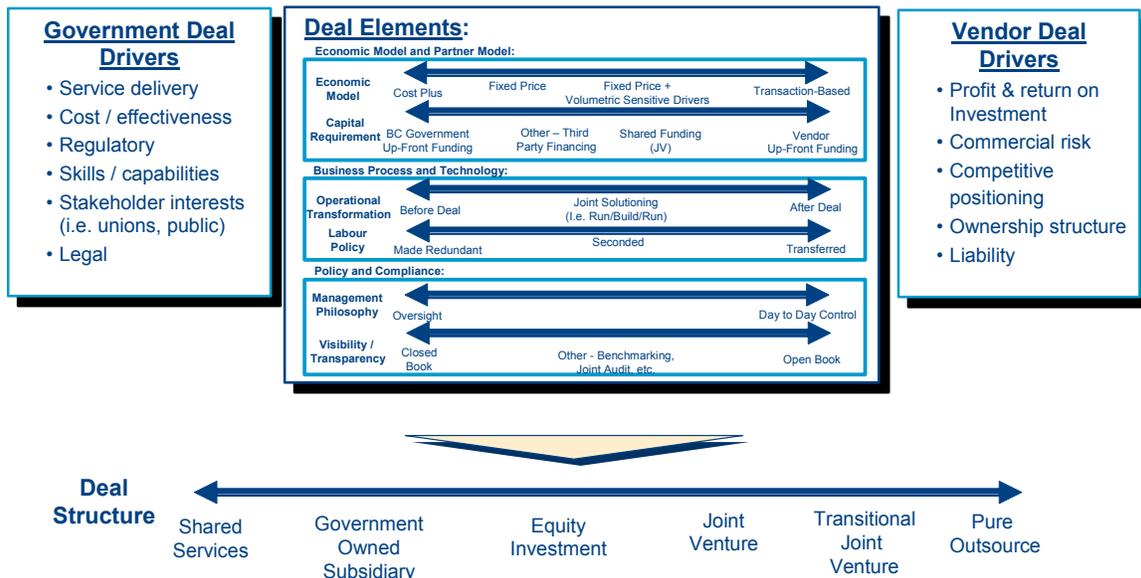
	Fiscal 03/04 \$MM	Fiscal 04/05 \$MM	Fiscal 05/06 \$MM	Fiscal 06/07 \$MM
Operational Services and Strategic Management <sup>2</sup>	5.290	-	-	-
Arbitrators <sup>2</sup>	2.000	-	-	-
<b>Total</b>	<b>\$7.290</b>	<b>\$6.200</b>	<b>\$5.700</b>	<b>\$5.700</b>

1. Ministry's proposed budget target. Final budget will be provided to the Preferred Proponents during the Joint Solution Definition Phase.
2. For information on what comprises "Operational Services", "Strategic Management" and "Arbitrators", please refer to Section 2.3.2 and 2.3.3 of this JSRFP.

## 2.2 DEAL STRUCTURE AND ECONOMIC MODEL

### 2.2.1 Deal Structure

Proponents should understand the significant business transformation and outsourcing opportunities that will exist as the Business Alliance evolves. The extent of the business transformation, changes to service delivery and the associated deal structure will depend on the solution possibilities arising out of the Joint Solution Definition Phase of the JSP process. The diagram shown below describes some potential commercial arrangements.



The resulting relationship from the successful Solution will be a key driving force for the success of the long-term commercial arrangement between the Partner and the Province. The qualification process described in this JSRFP will test the Proponent's 3C's mix to assess its cultural fit with RTO.

### 2.2.2 Economic Model

There are a variety of possible economic models that can arise from the Joint Solution Definition Phase of the JSP process. Proponents will be asked to describe past business transformation and outsourcing projects and demonstrate to the Province their in-depth knowledge and experience in conceptualizing, designing, developing and operating economic models that are true to the spirit of the type of deal structures contemplated for the Project. This could range from a cost-plus model to a transaction based model or be a combination of several models depending upon the various business processes under consideration and the type of deal structure contemplated by the Proponent.

The allocation of risks and rewards between the Partner and the Province should be balanced for the commercial arrangement to be successful over the long term (5-10 years).

## 2.3 BUSINESS PROCESSES AND TECHNOLOGY

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The Joint Solution Definition Phase of the JSP process will allow both RTO and Preferred Proponents to explore prospective business transformation and service delivery opportunities that can be deployed immediately, or during a phased approach, as sub-projects and performance measures are established.

RTO will be inviting Preferred Proponents to table innovative ideas and to demonstrate their capability to formulate business cases for the delivery of Operations Services, as well as to identify any potential quick wins. Examples of past accomplishments in this area and explanations of how they could be applied to the Project will aid the Province in properly assessing the Proponent's capability. The critical need is to acquire a Partner to provide leading practices and transformational capability to help the RTO define what is needed to be done and how RTO will realize its Objectives. The RTO is not looking for an up-front 'black box' solution based on prescriptive definitions, uncertain metrics, and assumptions. RTO is interested in ideas that will support the Project's Objectives.

RTO does not expect to be able to judge all the specifics of the transformation and service delivery opportunities at the onset. RTO is open to any and all ideas which will support the goal of achieving maximum results. RTO is seeking a Partner who can scale rapidly and extensively as RTO's business transformation evolves and who is committed to a strategic relationship with RTO over the long term (5-10 years).

### 2.3.1 Business Processes

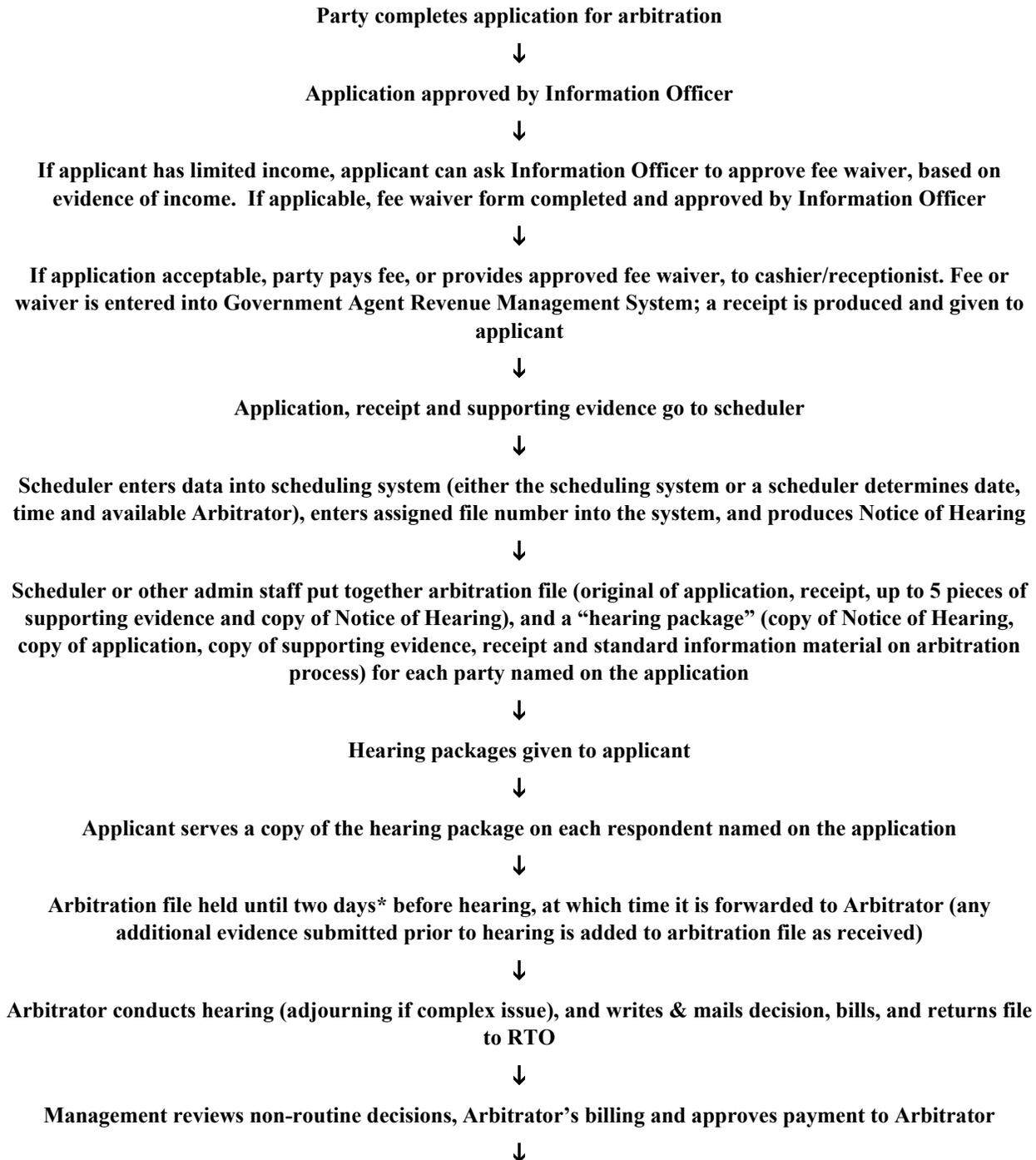
There are many ways for a Landlord and Tenant to resolve residential rental disputes. Sometimes problems arise when parties fail to communicate their needs and expectations, and can be worked out by simply talking to each other. Other times, a review of information available on the RTO web-site clarifies the obligations and responsibilities for the Landlord and Tenant sufficiently that they can resolve their dispute. A Landlord or Tenant can contact the RTO for information or an officer from the Residential Tenancy Office, with consent, can assist parties with resolving their dispute by providing information on the rights and obligations of Tenants and Landlords according to applicable laws. It is best if Landlords and Tenants attempt to resolve disputes by reaching agreement themselves. However, if these attempts fail, either party can seek formal means of resolving the dispute.

Arbitration is the formal method of resolving disputes between Landlords and Tenants. An Arbitrator, who is an independent and impartial decision maker, will hear both sides of the dispute and make a binding decision that the Landlord and Tenant must follow. Arbitrators, like judges, base their decisions on evidence and arguments presented by both parties at an arbitration hearing. Arbitrators are Ministerial appointees for a specified term. The Legislation gives Arbitrators a limited ability to review their own decisions, and a review is also available in the Supreme Court. Orders of Possession granted by Arbitrators can be enforced in the Supreme Court, and monetary orders can be enforced in the Provincial Court.

The director of the Residential Tenancy Office is responsible for assigning Arbitrators throughout the province to hear disputes between Landlords and Tenants. RTO staffs assist Landlord and Tenants with obtaining information and schedule of arbitration hearings. Depending on the location, hearings may be held in person or over the telephone.

The Legislation sets out the law as it applies to residential and manufactured home park tenancies, as well as the types of disputes that can come before an Arbitrator. The Supreme and Provincial Courts recognize the jurisdiction of Arbitrators to make decisions in residential and manufactured home park disputes, up to the Small Claims Court \$10,000 limit on damage awards.

RTO's arbitration process can be illustrated as follows:



**Closed file is kept on site for six months, in case of review\*\*, judicial review, complaint or ombudsman review**



**File is archived**

\* File held for five days in remote parts of the province (North Vancouver Island and the North)

\*\* A party may apply to the director for a limited review by the Arbitrator of his/her decision

## 2.3.2 In-Scope Business Processes

RTO's activities can be logically grouped into three discrete bundles: Operational Services, strategic management, and arbitration services. Only Operational Services is in-scope for the Project.

### 2.3.2.1 Operational Services

Operational Services is comprised of:

- Management/supervision of day-to-day operations to address issues regarding interpretation of legislation, procedure, client and stakeholder concerns with services, scheduling, complaints, staff, and labour relations;
- Implementation of changes to process that result from changes in legislation;
- Human Resources & Personnel including the management of staff turn-over;
- RTO Services including
  - Complaint handling by staff,
  - Counter service including reception, interviews with clients, and intervention by information officers to resolve disputes,
  - Telephone information lines including 1-800 line, 1-800 recorded line, and information queue line in Victoria and Kelowna,
  - Scheduling, and
  - Web-based information;
- Document control;
- Reporting;
- Information technology services; and
- Facilities.

## 2.3.3 Out-of-Scope Business Process

### 2.3.3.1 Strategic Management

Strategic management includes responsibility for governance, policy creation, Legislation implementation, and quality assurance for arbitrations. These are the core governance functions provided by RTO. Responsibility for these functions will not be transferred to a third party and are out-of-scope for the Project.

### 2.3.3.2 Arbitration Services

Arbitrators are independent decision makers who provide the basis of a fair and impartial system for resolving disputes between Landlords and Tenants. RTO has safeguards in place to maintain that independence and overall management and administration of the arbitration services. These safeguards must be maintained within any new program structure. The Arbitrators must remain in a contractual relationship with RTO. The responsibility to manage the Arbitrators, therefore, is out-of-scope for the Project. The only change in relationship will be that the Arbitrators may receive their work assignments from the Partner, but that Partner would be required to make those assignments based on selection policies and guidelines set by RTO.

### 2.3.4 Technology

The new Legislation provides a significant opportunity to restructure RTO to take advantage of e-government initiatives and technological innovation. Any new system should not merely automate the processes that are in place today, as many existing business processes may no longer represent “best practices”.

Elements appropriate to a new system could include:

- On-line filing, approval and payment of applications for arbitration (including debit or credit card transaction capabilities for collecting filing fees, etc.);
- Expanded website information with enhanced access and interactivity;
- Development of an enhanced automated Interactive Voice Response (IVR) system to provide both recorded telephone information and to allow for automated credit/debit card payments for prescribed services (e.g., filing fees);
- On-line secure access for parties to read and review their arbitration files;
- On-line secure access for Arbitrators and staff to create, review, and alter arbitration files;
- When Courts are technologically ready, automated filing of monetary orders at Provincial Court and orders of possession at Supreme Court;
- Enhanced information delivery through a call centre;
- Digital recording of arbitration hearings;
- An enhanced case management system, with automated order production; and
- Document imaging and optical character recognition.

It is expected that the method of accessing RTO Services and the types of RTO Services available might change with automation.

### 2.3.5 Current Technology

RTO workflows are currently labour-intensive and have not been automated to the fullest extent possible. Modern, interactive client access (i.e., Web) is not available.

The current RTO system was developed in PowerHouse, which is based upon two InterBase databases called the Residential Tenancy Production System. The system is commonly referred to as Sicily or Reflections. Sicily is the name of the server where the software resides, while Reflections was the previous terminal emulator; SmartTerm is the current terminal emulator.

The system used by RTO has grown over time with new functionality being added that was not foreseen. This system is 14 years old and is in need of consolidation and redesign. Furthermore, the current RTO system provider, Cognos has discontinued its support for the InterBase database language as of December 31, 2000 and PowerHouse is not the Ministry standard for such database applications.

The system contains five subsystems: (1) the RTB Dispute Tracking System (the main system), (2) The MHPDRC Rent Increase System (3) the Registrar's Orders System (4) MHPDRC Dispute Tracking System and (5) the Information Officer's Tracking System.

The MHPDRC Rent Increase System and the Registrar's Orders System are not currently used. The Registrar's Orders System (also referred to as Director's Orders) is a desk order system, ordering the repayment of security deposits. The MHPDRC Dispute Tracking System is used for manufactured home park mediations. Although RTO will not be required to deliver these programs once new Legislation is proclaimed on January 1, 2004, the data will need to be retained and available as needed.

The system has been adapted to respond to new Legislation in effect January 1<sup>st</sup>, 2004.

A high-level technical assessment of RTO's major business areas was completed in October 2000. Although some of this document is out of date, it will serve as the starting point for the design and development of a new supportable system.

## 2.4 POLICY AND COMPLIANCE

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### 2.4.1 Procurement Policy

The JSP process is a recognized approach described in the government's Core Policy Manual, URL as follows:

[http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06\\_Procurement.htm#632](http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#632).

### 2.4.2 Privacy Policy

Protection of privacy of personal information including health records, financial and other personal information must be ensured. Accordingly, compliance with the *Freedom of Information and Protection of Privacy Act* and guidelines is required.

All Proponents should have knowledge of the *Freedom of Information and Protection of Privacy Act* and related policies and guidelines of the Province of British Columbia. Information on these policies is available at: <http://www.cio.gov.bc.ca/prgs/policies/htm> and other information related to the protection of privacy is available at <http://www.cio.gov.bc.ca/prgs/InternetStandards.htm>.

Issues related to privacy will be assessed during the Solution compliance activity of the Joint Solution Definition Phase as described in section 4.2.

### 2.4.3 Labour Relations

As the degree of business transformation within RTO cannot be fully determined at this time, any impact on the Ministry's employees will be determined where and when a Solution is chosen.

As part of the qualifying process, RTO will be evaluating the Proponent's ability to manage any labour relations aspects of business transformation and related service delivery methods to ensure a smooth transition for affected staff and operations, if necessary. Experience with similar transfer situations, including change management, will add to the capability assessment of the Proponent.

All Proponents should be aware of the application of labour laws in British Columbia and that these laws will govern labour relations aspects of this Project. Issues related to labour relations will be assessed during the Solution compliance activity of the Joint Solution Definition Phase as described in section 4.2.

### 2.4.4 Other Policies and/or Regulations that may Impact the Solution

As part of the Joint Solution Definition Phase, it is possible that specific legislation, policies and regulations may interfere with a preferred Solution will be identified. The Ministry may seek legislative approval to change or create the legislation, policies and regulations to effectively support the business case for the ultimate Solution and facilitate execution of a Final Contract. Proponents are encouraged to identify potential legislative or policy changes early in the process to enable review by the Province.

Issues related to government policy, legislation or other related regulations, if applicable, will be assessed during the Solution compliance activity of the Joint Solution Definition Phase as

described in section 4.2. Knowledge of this area, and experience in this or other similar public jurisdictions, will add to the assessment of Proponent capability during the Proponent Qualification Phase.

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## 3 OVERVIEW OF THE END-TO-END JSP PROCESS

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### 3.1 DEFINITION

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The JSP process is a multi-phased approach designed to select a Partner to work strategically with the Ministry from identification of Preferred Proponents through to joint development of a Solution and subsequent delivery of services over a long-term relationship. Emphasis will be placed on making sure that the Partner brings an optimum combination of commitment, capacity, and capability to manage the delivery of the Ministry's business processes and technology.

The JSP process is normally used in situations where a complex business problem exists and where no clear 'off the shelf' solution can be readily identified. Due to the nature of such projects, the various phases of the JSP process are designed to help leverage the combined capability and creativity of the Project team and the private sector Preferred Proponents to create a Solution that effectively addresses the Project's Objectives, while optimizing the total value to the Business Alliance during the term of the Final Contract.

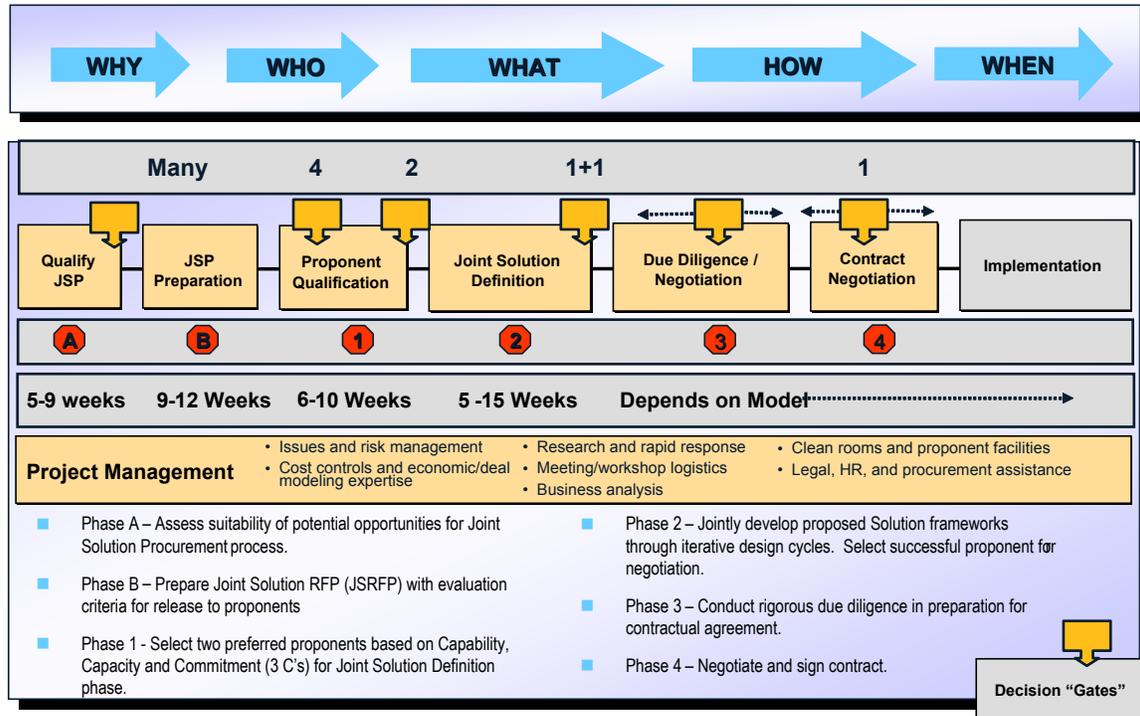
Unlike conventional procurement processes, a successful JSP process culminates with a long term Business Alliance that is adaptive in that it allows for creativity, flexibility and evolution over an extended period of time (typically five to ten years).

The JSP approach is structured to be fair, open and competitive and includes activities in the Proponent Qualification Phase of the selection process that facilitate greater communication between Proponents and the Ministry.

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### 3.1.1 Approach and Timeline

The figure below illustrates the overall approach from JSP planning to the identification of a Successful Proponent.



### 3.1.2 Tentative Work Plan

Dur.	Task Activity	Anticipated Date
4 ½ wks	JSRFP Closing date	January 27, 2004
1 wk	Proposal evaluations completed and short-listed Proponents notified	January 30, 2004
2 wks	Workshops completed	February 13
1 wk	Presentations completed	February 20, 2004
2 days	Preferred Proponents announced	February 24, 2004
	Joint Solution Definition Phase initiated	March 1, 2004
4 wks	Joint Solution Definition Phase completed	March 31, 2004
4 days	Letter of Intent signed and Successful Proponent announced	April 6, 2004
3 wks	Due Diligence and Negotiations completed	April 27, 2004
2 wks	Final contract signed	May 11, 2004
20 wks	Business transformation fully implemented	October 1, 2004

The Ministry is interested in expediting the selection process to the maximum degree possible, and reserves the right to adjust the preceding schedule as it sees fit.

## **3.2 KEY SUCCESS FACTORS**

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### **3.2.1 Mutual Understanding and JSP Structure**

The JSP process is an intensive procurement approach that requires patience and commitment by all parties to ensure its success.

The process allows Proponents more flexibility than commonly available during a conventional request for proposal. This includes, for Proponents, the ability to ask questions of Ministry staff (e.g., at Workshops) during the selection process and, for the Ministry, more latitude during the subsequent presentations.

One key premise of the JSP process is that the selection of a Successful Proponent will focus on the optimum strengths that a Proponent could bring to the Business Alliance. The other key premise is that the Solution itself is jointly developed after the Preferred Proponents have been identified, which allows for some significantly innovative approaches (e.g., during the Joint Solution Definition Phase) to be developed in order to meet the desired business outcomes of the Project.

Successful completion of the Joint Solution Definition Phase will be followed by a period of detailed due diligence and negotiations activities in the Due Diligence & Negotiation Phase. The Contract Negotiation Phase of the JSP process is marked by activities needed to finalize the Final Contract.

### **3.2.2 Sharing of Risks and Rewards**

In order for a long-term Business Alliance to exist, both the prospective Partner as well as the Ministry will have to share the risks and rewards associated with the Project Solution. In order to assess the economic sharing of the risks and rewards, the Ministry is interested in understanding not only the Proponent's 3C's, but also any opportunities for sharing risks and rewards that may arise as a result of Business Alliance with the Partner.

Any details related to the economic sharing of risks and rewards in the Business Alliance and Final Contract will be formulated during the Joint Solution Definition Phase and finally negotiated as part of the Due Diligence & Negotiation and the Contract Negotiation Phases of the JSP process.

### **3.2.3 JSP Communications Protocol**

Maintaining proper communications protocol throughout the JSP process is important in order to protect the integrity of the JSP procurement and the Project, as well as to protect the interests of the Proponents and Ministry. The following communication protocol will apply during the JSP process. The failure of a Proponent to adhere to the communication protocol may result in the Proponent being disqualified from the JSP process.

#### **3.2.3.1 During the JSRFP**

All communication related to the JSRFP should be referred to the government contact listed on the front page of this document.

#### **3.2.3.2 Workshops**

All communication related to the JSRFP should be referred to the government contact listed on the front page of this document. This excludes face-to-face communication with

Proponents as part of the Workshops where communication with Ministry representatives is expected. Please note that the Ministry reserves the right to withhold information at the Workshops that may impact its negotiating position during the subsequent phases of the JSP process.

### **3.2.3.3 Joint Solution Definition Phase**

The Ministry will publish a list of staff authorized to provide information during the Joint Solution Definition Phase. The list will include access to members of the evaluation committee, Project staff, subject matter experts and senior executives of the Ministry. Preferred Proponents may also request interviews with other Ministry staff as needed.

### **3.2.3.4 Due Diligence & Negotiation Phase**

The Ministry will publish a list of staff authorized to provide information during the Due Diligence & Negotiation Phase of the JSP process. The list will include access to Project staff, subject matter experts and senior executives of the Ministry. The Ministry is committed to making senior decision makers available during this Phase of the process to ensure that commercial elements are immediately discussed, resolved and agreed upon.

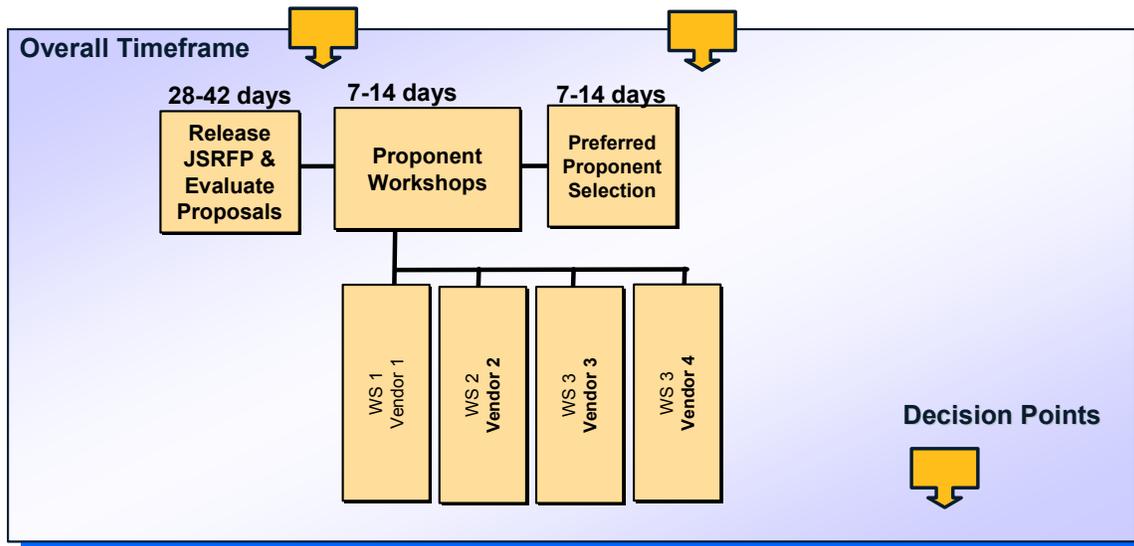
### **3.2.3.5 Contract Negotiation Phase**

The Ministry will publish a list of staff authorized to provide information during the Contract Negotiation Phase of the JSP process. This may include access to Project staff, subject matter experts and senior executives of the Ministry. The Ministry may retain the services of an independent party to act as a negotiating lead working with senior executives during this Phase.

## 4 THE JSP PROCESS AND EVALUATION CRITERIA

### 4.1 THE JSRFP PROCESS

#### 4.1.1 Approach and Timeline Overview



The JSP process is designed to take a prospective JSP project through an initial series of pre-JSRFP exploratory sessions in order to determine a project's candidacy as a JSP project, through to a series of phases that culminates in some form of Business Alliance between a Successful Proponent as Partner and the Ministry. Examples of deal structures for the Business Alliance are outlined in section 2.2.1 of this document.

Identification of the Preferred Proponents is based on continuous assessment of a Proponent's 3C's to work with the Ministry in developing a Solution that meets the RTO's goals and the Project Objectives. As a guideline, the Ministry will be looking for a logical trend or progression in the Proponent's demonstrated skills as the Proponent moves from Stage 1 (being the evaluation of Proposals), gains more knowledge of the Ministry and RTO business environment and needs during Stage 2 (the Workshop Stage) and finally delivers a more focused but still conceptual solution (Concept) during Stage 3 of the Proponent Qualification Phase. The Concept provided by the Preferred Proponents will be validated early in the Joint Solution Definition Phase of the JSP process. The Proponents should understand that the Concepts may be subject to significant change as the Joint Solution Definition Phase progresses.

A Proponent's Proposal in response to this JSRFP is the initial step in qualifying to participate in the Joint Solution Definition Phase. Preferred Proponents will be selected on overall performance in a number of areas encompassing the 3C's and not exclusively on the Concept. Proponents should keep in mind that the Ministry is not only looking for information on how to do the Project, but also on proof that the Proponent has successfully performed, managed and operated a similar sort of business process transformation initiative.

#### 4.1.2 Release JSRFP & Evaluate Proposals

Upon completion of the evaluation of the Proposals, a short-list of up to four Proponents will be created and those Proponents will be invited to participate in Stage 2 (the Workshop Stage). The remaining Proponents will be advised of their standing in writing and offered debriefing sessions. The Ministry proposes to hold the debriefing sessions soon after the Preferred Proponents are announced.

#### 4.1.3 If Only Two Proponents

In the event that only two Proponents are deemed to qualify as a result of the evaluation of the Proposals in Stage 1, then the Ministry reserves the right to consider these Proponents as Preferred Proponents and to proceed directly to the Joint Solution Definition Phase. In this case some aspects of the Workshops may be performed during the early part of the Joint Solutions Definition Phase in order to set the stage for Solution development. The Ministry also reserves the right to invite the two Preferred Proponents to present either their Concepts or their 3C's to the Ministry to ensure that they have the necessary 3C's required to undertake the Project and deliver the final Solution. These presentations may take place either prior to the commencement of the Solution definition activities, or at any other time during the Joint Solution Definition Phase.

#### 4.1.4 Workshops

The purpose of the Workshops is to allow short-listed Proponents the ability to further explore the Project and to provide an avenue for them to assess whether the Project is of sufficient interest to engage in a significant amount of work at the Joint Solution Definition Phase and, if the Proponent is the Successful Proponent, at the Due Diligence & Negotiation Phase and the Contract Negotiation Phase.

The guidelines that will govern the Workshops are outlined below. The Ministry reserves the right to alter these guidelines (and any scheduling) as needed, but will only do so after notifying the short-listed Proponents.

- a) The Ministry will allot a full working day (in two half-day segments) for each of the short-listed Proponents. The first half-day will begin with an information session delivered by the Ministry to the short-listed Proponents. This information session will be unidirectional in order to ensure that all short-listed Proponents are given the same information. The Ministry will be available for questions for the hour immediately following the session. The second half-day session will be reserved for a short-listed Proponent's staff to question the Ministry team to further explore the material presented in the morning session or to ask questions that the short-listed Proponent feels are necessary in order for the Proponent to deliver a Concept at Stage 3 of the selection process. The second half-day session may take place on the same day or be scheduled in the morning of the following day to give short-listed Proponents time to assimilate the first session's information and to prepare questions for the second session. Please note that there will be no allowance for a follow-up Workshop.
- b) The second session is for the benefit of the short-listed Proponents, and, accordingly, wide latitude will be afforded to the question period. Short-listed Proponents may manage the meeting in the manner that they deem most useful. Please remember that the Ministry will be evaluating aspects of the 3C's during the Workshops.
- c) While the Ministry will make every effort to ensure that pertinent people are available to answer queries, there may be some questions that cannot be answered during the second session. In this case every effort will be made to communicate the response to

the short-listed Proponent within one working day of the Workshop. The Ministry will, however, not be liable whatsoever for any delays in providing a response to any unanswered questions within that period.

- d) The Workshops will not be recorded and all questions asked by a short-listed Proponent will be considered proprietary and will not be released to other short-listed Proponents. In addition, answers to questions asked during the Workshops which could not be answered by Ministry staff will be communicated in writing to the respective short-listed Proponent only. All questions asked prior to or after the Workshops should be submitted in writing to the contact person indicated on the front of this document. Responses to these questions may be communicated to all short-listed Proponents. The Ministry reserves the right, however, to disseminate information related to the Province or the Project arising as a result of questioning in any one of the Workshops, to all short-listed Proponents if, in the opinion of the Ministry, the information is related to a matter that all Proponents will need to know in order to prepare for the Concept presentations.
- e) The Ministry will not require short-listed Proponents to bring specific staff to the Workshops. Each short-listed Proponent should decide who from its organization is best suited to gather the necessary information. Please remember that the Ministry is still assessing the 3C's. While a poor showing will result in a poor 3C assessment, it does not automatically follow that bringing a large team will result in a good assessment.

#### **4.1.5 Stage 3 - Proponent Presentations**

On completion of the Workshops, short-listed Proponents will be given approximately 1 week to assess the information they have gathered during their Workshops and formulate Concepts for presentation to the evaluation committee in Stage 3. Section 4.6.3.4 describes the evaluation criteria that will be used at Stage 3.

While the major portion of the presentation should focus on the short-listed Proponent's Concept (which should include some possible deal structures and high level solution approaches), the short-listed Proponent's overall ability to function in a Business Alliance will also be considered. A transcription or minutes, which will remain the property of the Province, may be taken of the Stage 3 proceedings.

Presentations will be limited to 3 hours of which some time will be reserved for the evaluation committee to ask questions on any aspect of the short-listed Proponent's Concept or performance during the various Stages of the Proponent Qualification Stage. The time may also be used to pose situational questions designed to assess the 3C's of the short-listed Proponent. Please note that the evaluation committee reserves some latitude when asking questions during Stage 3 on the condition that the questions will be based on information provided during the selection process.

Each short-listed Proponent is required to supplement its presentation with a paper and electronic copy version of its Concept presentation.

#### **4.1.6 Preferred Proponents Selection**

On completion of the evaluation process, the Ministry will tabulate the evaluation results and rank the short-listed Proponents. The top two ranked short-listed Proponents will be deemed Preferred Proponents and will be invited to engage in the Joint Solution Definition Phase.

#### **4.1.7 Post Presentations and Debriefings**

Once the two Preferred Proponents have been declared, a Joint Solution Definition Agreement (see Appendix C) will have to be executed by the Ministry and each of the two Preferred Proponents prior to commencing the Joint Solution Definition Phase activities.

In the event Joint Solution Definition Phase activities or negotiations with one of the Preferred Proponents fail, the Ministry reserves the right to contact the next highest ranked short-listed Proponent and invite it to engage in Joint Solution Definition Phase activities with the Ministry.

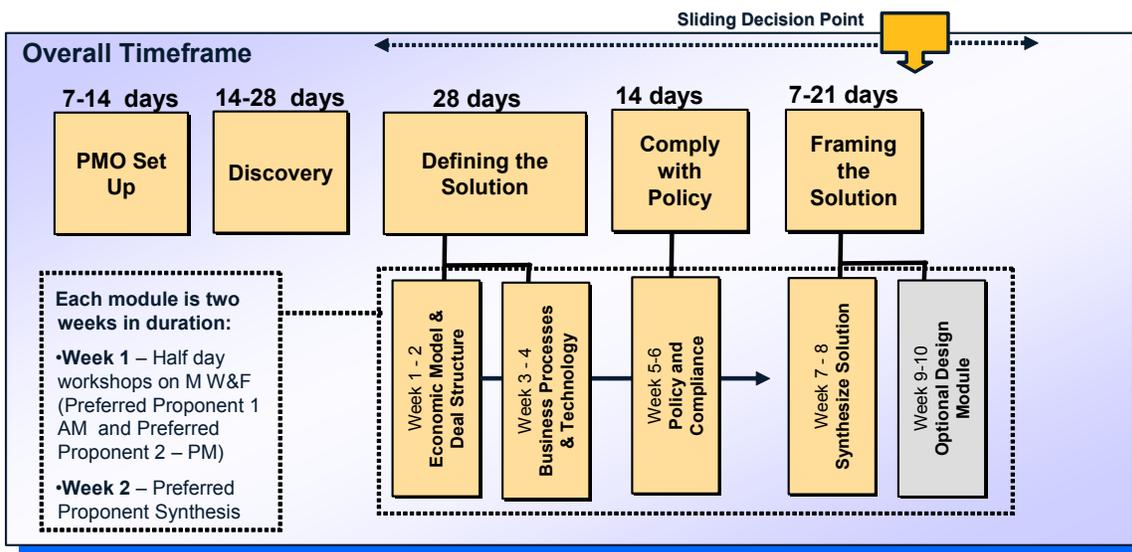
Proponents who are not invited to the Joint Solution Definition Phase may request a debriefing session which will be scheduled by the Ministry after the conclusion of the Contract Negotiation Phase.

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## 4.2 JOINT SOLUTION DEFINITION PHASE

The Joint Solution Definition Phase of the JSP process will require significant investment on the part of the Ministry as well as the Preferred Proponents. The Joint Solution Definition Agreement that is entered into by the Province with each of the Preferred Proponents will govern the conduct of the remaining Phases of the JSP.

Preferred Proponents are cautioned not to delay in finalizing the Joint Solution Definition Agreement because once one Preferred Proponent has satisfactorily executed the Joint Solution Definition Agreement the discovery cycle of the Joint Solution Definition Phase described in section 4.2.2 may begin immediately with that Preferred Proponent.



The core objective of the Joint Solution Definition Phase is to work with both Preferred Proponents to define Solutions, economic models and deal structures for the Project. These activities (and series of meetings) will be performed jointly with the Ministry teams (see section 4.2.3) but independently with each Preferred Proponent. The primary deliverable coming out of the Joint Solution Definition Phase will be a document that describes (a) the deal structure, (b) a model that describes services delivery strategy for the RTO business processes and technology, and (c) a statement of validation that the Solution framework is compliant with policy and other government regulations and agreements. This document is the platform that will be subject to due diligence and negotiations at the subsequent Due Diligence & Negotiation Phase of the JSP process.

There are five (5) key tasks, as follows, that describe how the Joint Solution Definition Phase will proceed.

### 4.2.1 Information Control Office

The Ministry plans to establish an information control office that will serve as a central repository of information used to facilitate the exchange of confidential information between the Preferred Proponents and the Ministry. The function of this office is to ensure that confidential information provided by the Preferred Proponents is kept segregated from each other and that Joint Solution Definition Phase activities are facilitated.

Details of this office will be provided to the Preferred Proponents as the JSP process progresses.

#### **4.2.2 Discovery Cycle**

The discovery cycle is a one time period of activity when Preferred Proponents are permitted access to Ministry staff, documents, technology assets and records and service metrics (where applicable) as well as any information that a Preferred Proponent may feel is necessary in order to prepare for the process of creative Solution definition. Please note that this period is not guided by the Ministry.

#### **4.2.3 Defining the Solution**

This period of activity consists of iterative Solution definition cycles designed to define the scope of the Project, as well as the potential timing to benefit realization, the nature of the deal structure (e.g., joint venture, outsource etc.) and economic model. The Preferred Proponents will be working independently from each other, with the Project team, in jointly formulating a Solution to the Project Objectives.

While the Concept provided at the Preferred Proponent's presentation will be used as a basis for the Solution, it is possible that information gathered during the discovery cycle or as a result of discussions with the Ministry during this cycle may result with an entirely different approach being considered. It is likely as well that the Solutions developed by the Preferred Proponents may be very different.

The iterative series of meetings is envisioned as half day data gathering workshops on Mondays and Wednesdays with one Preferred Proponent allocated morning workshops and the other Proponent allocated afternoon workshops. The Preferred Proponents would use the balance of the week for synthesizing the models. During the first week activities will focus on RTO business processes and the business requirements of a new technology solution. During the second week activities will focus on a proposed economic model for the Solution. RTO expects that the Solutions will be very creative.

The Ministry will ensure that its decision makers are at the table so that decisions are expedited and the Solution Definition Phase of the JSP process successfully concluded.

#### **4.2.4 Compliance with Public Sector Service Standards**

Once the economic model and business processes/ technology aspects of the final Solution are formulated, the Preferred Proponents and the Ministry will need to assess the Solution framework for compliance with public-sector service delivery standards. This process will include a series of iterative cycles in which the Solution parameters are measured against such functions as: labour relations, conformance with privacy laws, government direction and statutes, and existing agreements.

#### **4.2.5 Framing the Solution**

At this point in the Joint Solution Definition Phase, the Preferred Proponents will have formulated Solution approaches that incorporate work on a proposed deal structure, associated economic model, and Solution parameters addressing the scope of business (business processes and technology) and will have been tested against government policy and standards.

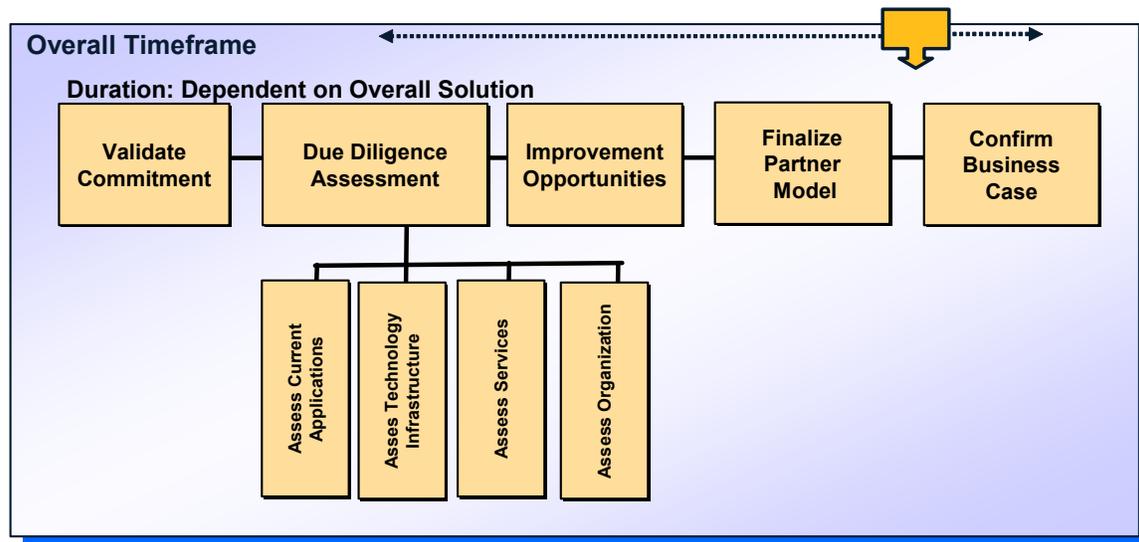
A period of Solution synthesis will take place on the overall model after which the Ministry will perform a final evaluation to determine the Successful Proponent. The final evaluation will be based on each Preferred Proponent's Solution in the areas of: (a) deal structure, (b) economic model and assumptions; and (c) solution business processes and technology.

Details of the evaluation process will be more particularly set out in the Joint Solution Definition Agreement.

Once a Successful Proponent has been announced, the remaining Preferred Proponent will be designated as the 'vendor-in-waiting'. In the event negotiations with the Successful Proponent fail or do not adequately progress as determined by the Ministry in its sole discretion, then the Ministry reserves the right to contact the remaining Preferred Proponent and invite it to enter into the Due Diligence & Negotiation Phase.

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### 4.3 DUE DILIGENCE & NEGOTIATION PHASE



The Due Diligence & Negotiation Phase will begin with a period of due diligence where both the Successful Proponent and the Ministry will engage in activities to ensure that the Solution developed during the previous Joint Solution Definition Phase is validated against detailed information.

There are five (5) key tasks that describe how the Due Diligence & Negotiation Phase will proceed.

#### 4.3.1 Validate Commitment

An early activity in this Phase is validation of the prospective Business Alliance structure and of the Solution framework presented by the Successful Proponent. The Ministry expects that a Letter of Intent will be signed by the parties and announced to the public. The Letter of Intent will make reference to the Successful Proponent's Solution framework as the approach of choice.

A series of project management activities will take place to set the stage for detailed due diligence and negotiations. This will include establishing both the Ministry's and the Successful Proponent's negotiating and supporting infrastructures (tools and resources), meeting schedules, subject areas and rules of engagement, as applicable. Prior to commencing the due diligence process, an oversight process will be confirmed and agreement will be reached on the participation of decision makers in the detailed due diligence and negotiations, which will take place in Victoria, British Columbia.

#### 4.3.2 Due Diligence Assessment

This period of activity is primarily for benefit of the Successful Proponent by providing it with the opportunity to detail its understanding of the parameters impacting successful delivery of the Solution formulated in the previous Joint Solution Definition Phase. This includes: detailed verification of information used to design the Solution; assumptions reviewed and accepted or referred to negotiations; detailed verification of business processes and human resources data; base-line service and financial levels assessed and verified against the Solution model; and completion and verification of the inventory of current technology assets. The Ministry may, in addition, perform further due diligence to verify the Successful

Proponent's current financial and operating capacity to meet the commitments made in the Solution framework.

#### **4.3.3 Improvement Opportunities**

To the extent possible, opportunities to increase service levels and decrease costs of delivery will be discussed, negotiated and agreed upon in the due diligence process. An approach to establishing subsequent opportunities and the costs/benefits involved will also be defined.

#### **4.3.4 Finalize Partner Model**

An important activity of this Phase is finalization of the proposed Partner model that will be used as a basis for the Final Contract. This will include discussions concerning a detailed understanding of the governance structure, the guiding principles and the strategic and tactical plans that describe how the Partner model will operate. This activity has to be completed prior to commencing the Contract Negotiation Phase of the JSP process.

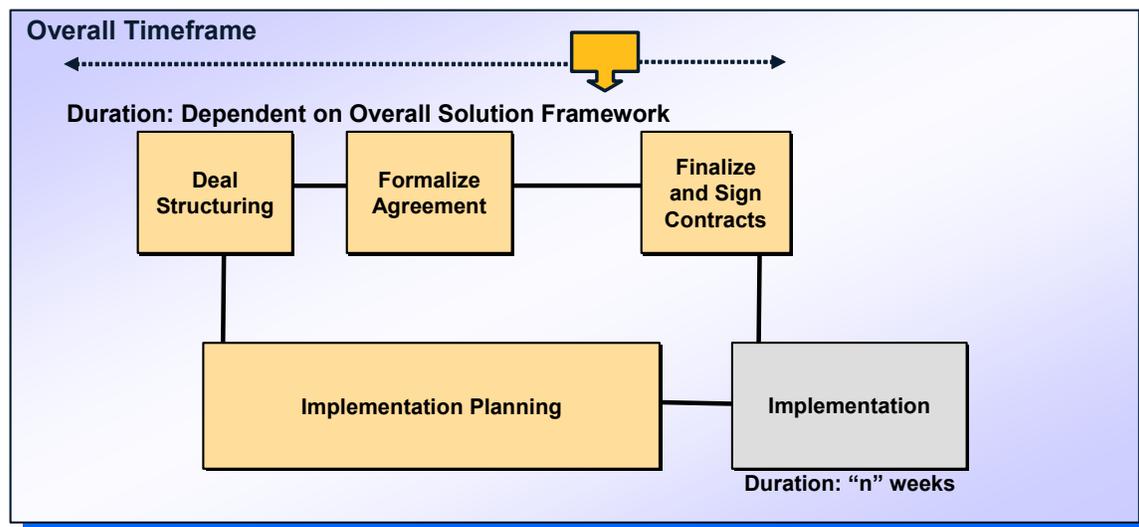
#### **4.3.5 Confirm Business Case**

On conclusion of the due diligence work, the business case developed in the previous Joint Solution Definition Phase will be refined and the deal structure model will be completed for incorporation into the Final Contract.

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## 4.4 CONTRACT NEGOTIATIONS PHASE

The Contract Negotiation Phase marks the final section of the JSP process. Activities include negotiations on the deal structure and the governance and operational plans necessary to operate the ultimate Solution, as well as developing the Final Contract which will govern the Business Alliance between the Successful Proponent and the Province. The negotiations will also include discussion on any opportunities and mechanisms for re-negotiation of the Final Contract, which may be necessary to respond to changes in the parties' respective business environments, or as the Business Alliance evolves over the term of the Final Contract.



There are four (4) key tasks that describe how the Contract Negotiations Phase will proceed.

### 4.4.1 Deal Structuring

A period of deal structuring will take place once agreement has been reached on the final business case. The final term sheet will be produced, contract structure determined, and the decision to proceed with the Final Contract will be confirmed.

### 4.4.2 Implementation Planning

In preparation for implementation of the Project, the short term plan will be completed to:

- Establish priorities;
- Identify quick wins; and
- Establish communication requirements.

### 4.4.3 Formalize Agreement

During this period of activity the Final Contract will be negotiated and schedules prepared.

### 4.4.4 Finalize and Sign Contract

Once the Final Contract is ready for execution, both the Ministry and Partner will need to obtain the necessary approvals. On signing, a public announcement may be made and

implementation of the ultimate Solution will begin. Any public announcement by the Partner must be approved by the Ministry before release.

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## 4.5 DECISION POINTS

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The Ministry reserves the right to apply a decision at any time from the Joint Solution Definition Phase through the end of the JSP process, and to either suspend, terminate or re-start discussions or negotiations with any of the Proponents. Any determination to make this decision rests solely with the Ministry.

At various stages in the JSP process, the Ministry may request that the Preferred Proponents prepare presentations for Ministry executive so that it may assess the progress of the activities to date. These presentations will also be used to determine whether the JSP approach continues to be appropriate.

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## 4.6 EVALUATION CRITERIA

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### 4.6.1 Proposal Format Guidelines

Proponents are asked to assist the evaluation committee by structuring their Proposals in a consistent manner. As a guideline, Proponents are asked to limit their Proposals to fifty pages of core information. The Proposal format should be as described below.

- JSRFP Cover Page;
- Signed letter substantially similar to that of Appendix A;
- Table of Contents;
- Executive Summary;
- Proponent Profile;
- Proponent Experience;
- Checklist of Mandatory Requirements;
- Body of the Proposal (see section 4.7 for questions for which a response is required);
- Corporate References; and
- Appendices (if required).

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## 4.6.2 JSRFP (Phase 1) Evaluation Criteria

Selection is based on continuous evaluation of a Proponent's ability to demonstrate its 3C's (capacity, capability and commitment) to the evaluation committee. Identification of the Preferred Proponents is based on performance over a three-stage evaluation process. The evaluation will proceed as follows:

### 4.6.2.1 Mandatory Criteria

All Proposals that have satisfied the mandatory criteria will be evaluated according to the criteria described below. Failure to satisfy any one or more of the mandatory criteria will result with disqualification from the JSP process.

<b>Mandatory Criteria</b>	
<b>1</b>	The Proposal must be received at the closing location before the specified closing time or it will not be accepted.
<b>2</b>	The Proposal must be in English and must not be sent by mail, facsimile or e-mail.
<b>3</b>	Proposals must include a statement that the Proponent is not in receivership or insolvent.

### 4.6.2.2 Stage 1 Evaluation Criteria

Proposals will be evaluated based on the evaluation criteria listed in the following table. Stage 1 will be used to qualify Proponents to proceed to Stage 2 of the Proponent Qualification Phase. Scores achieved in Stage 1 will not be carried to Stage 2. However, information provided in Proposals may be referenced throughout the JSP process.

If a Proponent intends to either submit a joint Proposal with one or more Subcontractors, or intends to use the services of Subcontractors in the Final Contract, then the response to specific evaluation criteria should include information regarding either the Proponent or the Subcontractors, but not both (unless specifically requested otherwise in the evaluation criteria).

The Proponent should present the best credentials (as selected by the Proponent) from among the Proponent and any proposed Subcontractors. Where information is required from the Proponent only, this is indicated as "Proponent" and where either the Proponent or a Subcontractor can provide the best response, this is indicated as "Either". Where the information is requested for "All" both the Proponent and any named Subcontractors referenced in the Proposal should submit information.

Evaluation Criteria	Minimum Score	Stage 1 Weighting
<p>Capability – Proponent and Subcontractors</p> <p>a) Company Profile (All);</p> <p>b) Demonstrated experience in the management of services in a quasi-judicial environment (Either);</p> <p>c) Demonstrated experience in business transformation and business outsourcing (Either);</p> <p>d) Demonstrated experience in the design of service processes and in the procurement or development of supporting technology to meet the business requirements (Either); and</p> <p>e) Demonstrated experience managing employee transitions (preferably union) (Either).</p>	60%	30%
<p>Capability – Formulating a solution</p> <p>a) Demonstrated experience in designing and implementing solutions similar to the scope and magnitude of the Project (Either);</p> <p>b) Demonstrated experience in innovative deal structuring (Either); and</p> <p>c) Demonstrated experience in designing and implementing innovative economic models (Either).</p>	N/A	10%
<p>Capability – High-level Approach (Proponent only)</p> <p>a) Describe a high-level approach to address the Project Objectives (Proponent);</p> <p>b) Describe a high-level approach to address the issues and challenges of providing services to clients with a wide range of income and interpersonal skills (Proponent); and</p> <p>c) Describe how the RTO Services will be delivered in an impartial manner (Proponent).</p>	N/A	20%
<p>Capacity</p> <p>a) Corporate and financial capacity (Either);</p> <p>b) Demonstrated capacity and ability to manage investment risk (Either);</p> <p>c) Demonstrated capacity to engage in long-term commercial arrangements (All); and</p> <p>d) Demonstrated capacity to manage services of similar magnitude to the Project (Either).</p>	60%	25%
<p>Commitment (Proponent only)</p> <p>a) Commitment of Proponent's staff to engage in the JSP process and potentially the Final Contract (Proponent);</p> <p>b) Commitment of Proponent to manage relationships with the Province and commercial arrangements with Subcontractors, if any (Proponent); and</p> <p>c) Commitment of Proponent to achieve the Project Objectives in a timely manner (Proponent).</p>	N/A	15%

On completion of the Stage 1 evaluation process, the scores will be tallied and Proponents ranked. Up to the four (4) top ranked Proponents will be invited to participate in the Stage 2 Workshops. The remaining Proponents will be advised of their ranking and offered debriefing sessions that will be held after the Preferred Proponents have been announced. Section 4.7 provides response guidelines for Stage 1 of the Proponent Qualification Phase.

#### **4.6.3.3 Stage 2 Evaluation Criteria**

All short-listed Proponents will be invited to participate in individual Stage 2 Workshops with the Ministry.

The Workshops provide an opportunity for the short-listed Proponents to explore the Project and to apply their knowledge of business process design, business transformation, and services delivery in producing a Concept for delivery at the Stage 3 presentations.

Stage 2 Workshops **will not be evaluated**.

#### **4.6.3.4 Stage 3 Evaluation Criteria**

On completion of Stage 2 of the Proponent Qualification Phase, short-listed Proponents will be asked to develop a Concept for presentation to the evaluation committee. Section 4.1.5 describes the format of the presentations.

The Concept accounts for 100% of the total evaluation score of Stages 2 and 3.

The Province will finalize the evaluation criteria for Stage 3 prior to opening of the Proposals and will distribute the finalized evaluation criteria to the short-listed Proponents. The high level elements that will be assessed at this Stage include:

- Deal structure;
- Business process;
- Technology;
- Economic model; and
- Performance measures and evaluation.

The Concept to be delivered at the presentations should address the finalized criteria. Proponents will be notified of these criteria when they become available. Proponents are required to provide a written (and electronic) version of the Concept (slides) presented to the evaluation committee. The Ministry acknowledges that the final Solution may be substantially different from the Concept following the Joint Solution Definition Phase.

On completion of the Stage 3 evaluation process, the scores will be tallied, added to the scores coming out of Stage 2, and the short-listed Proponents will be ranked. The top two short-listed Proponents will be deemed the Preferred Proponents and invited to the Joint Solution Definition Phase of the JSP process.

#### **4.6.3.5 Joint Solution Definition Phase Decision Criteria**

Once the Preferred Proponents have been identified, a period of Joint Solution Definition activities will take place that culminates with both Proponents each completing a Solution and business case that describes their proposed commercial arrangement. The Ministry's executive (sponsor team) which was engaged with the Preferred Proponents during the iterative cycles of the Joint Solution Definition Phase will convene and determine which Preferred Proponent will be deemed the Successful Proponent and thereby invited to sign a Letter of Intent with the Ministry.

As described in section 4.2.5, the Ministry will request that the Preferred Proponents present their Solutions to the sponsor team where the following criteria will be assessed against the Project Objectives.

The decision criteria and governing process will be communicated to the Preferred Proponents upon the signing of the Joint Solution Definition Agreement, which must be signed prior to the commencement of the Joint Solution Definition Phase.

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## 4.7 PROPONENT RESPONSE GUIDELINES

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Proponents should provide as much detail as necessary (in accordance with the criteria set forth in section 4.6.2.2) in order to demonstrate the actual expertise and experience in the pertinent criteria. This includes providing real examples with references that can validate a Proponent's information as part of the reference checks.

### 4.7.1 References

Proponents should provide references, where requested in section 4.7, that support the information provided in the written Proposal. Note: the same reference may be used for more than one subsection in section 4.7. The Province, in its sole discretion, may conduct further reference checks by contacting other corporate and project references in addition to the ones provided by the Proponents.

### 4.7.2 Capability – Proponent and Subcontractors

a) *Company profile*: Provide a company or society profile of the Proponent (and Subcontractors if applicable) detailing background information, including: the year established; ownership; strategic direction; area of recognized expertise; and an overview of each organization's structure, including information on size, revenues, services, market and geographic coverage.

b) *Management of services in a quasi-judicial environment*: Provide at least one example of experience managing service delivery in an environment controlled by regulation, where the organization was required to evaluate the situation and position of clients in an adversarial relationship, and develop options for action that were consistent with a policy framework.

c) *Business transformation and outsourcing*: Provide at least two examples of experience in business process design, business transformation and service delivery, including at least one example that demonstrates success in managing the transitioning and operating challenges of a major business transformation, preferably in the public sector or in a quasi-judicial environment. Examples should include information that confirms the size and complexity of the engagements.

The Ministry is also interested in understanding the critical success factors that were identified as part of the business process transformation. Therefore, the Proponent or Subcontractor, as applicable, is required to explain the challenges that had to be overcome in order to arrive at a mutually beneficial long term commercial arrangement.

Please provide any additional information that demonstrates past expertise in business transformation of projects with a similar size and complexity to the Project.

d) *Supporting technology*: Provide two examples that demonstrate the Proponent's or Subcontractor's experience, as applicable, to design business processes, and to translate the requirements of those processes into a statement of business requirements that outlined the procurement or the development of the associated information technology or automated system solution. Statements should be supported with information that confirms the size and complexity of the engagement(s). Where possible, give examples that have similarities to the Project.

e) *Demonstrated experience managing employee transitions (preferably union)*: Provide at least one example, with references, of experience managing an employee transition project. Describe the high-level approach taken to transition employees, challenges faced, including

the number and type of Proponent (or Subcontractor, as applicable) resources applied, the number of employees transitioned, the status of transitioned employees (union or non-union), geographic implications (if any), services provided to employees, and retention statistics after two years. Also describe the critical success factors associated with the example and explain how the approach resulted in a mutually beneficial result.

#### 4.7.3 Capability – Formulating a Solution (Proponent or Subcontractors)

a) *Demonstrated experience in designing and implementing solutions similar to the scope and magnitude of the Project:* Provide at least one example of a past project similar to the scope and magnitude of the Project, describe how the process of business transformation was approached, and how the idea was formulated to achieve the business goals or objectives of the organization.

b) *Deal structure:* Provide at least one example, with references, where the implemented solution was innovative for the client. When referring to the example(s), describe the depth and breadth of experience in conceptualizing, negotiating and operating within various commercial deal structures (including establishing new corporate entities, if applicable). As well, describe any innovative commercial arrangements structured to allow for migration of services from a traditional model through to a partial or full outsource model or other form of service delivery. Wherever possible, experiences gained from past projects should be cross-referenced to the business situation currently faced by RTO. The preference is that the project example(s) be based on service delivery projects in the public sector.

c) *Economic models:* Provide at least one example, with references, in which the implemented solution was economically innovative for the client. Describe why the deal would be considered an innovative economic model and the benefits derived by the client. Describe how the Proponent (or the Subcontractor, as applicable) took a business problem and then conceptualized and produced an innovative economic model with the flexibility to handle changes in program deliverables over a long-term commercial arrangement. The example should describe the sharing the risks and rewards associated with the long-term commercial arrangement and indicate the degree of success in maintaining a mutually beneficial relationship.

#### 4.7.4 High-level Approach (Proponent only)

a) *Project Objectives:* Describe your organization's vision for the Project and, at a high level, your approach to meeting the Objectives of the Project. Your vision should be creative in approach and consider the information provided in this JSRFP and available on RTO's web site (<http://www.pssq.gov.bc.ca/rto>).

b) *Issues and challenges:* Identify and discuss the issues and challenges of providing services to clients with a wide range of income and interpersonal skills, and the potential approaches to these issues that might prove beneficial to the Project. Your approach should be creative and consider the information provided in this JSRFP and available on RTO's web site (<http://www.pssq.gov.bc.ca/rto>), and on your experiences in dealing with similar client groups.

c) *Impartiality:* Explain how your organization will provide the RTO Services in an impartial manner. The successful delivery of RTO Services is based not only on business process design and process execution, but also on the public's assessment as to whether the Partner will be able to deliver the RTO Services impartially. Each Proponent should explain how it will either establish itself as a service provider which holds the public trust or how it will maintain its reputation as such.

#### 4.7.5 Capacity

a) *Corporate and financial capacity*: Describe the Proponent's (or Subcontractor's, as applicable) corporate capacity including: number and type of employees providing services similar to the RTO Services and financial capacity of the Proponent (or Subcontractor, as applicable). The Ministry may require that the Partner put up the initial funding to transform the Ministry business processes and technology.

b) *Manage investment risk*: Provide at least one example, with references, of the Proponent (or Subcontractor, as applicable) having the capacity and ability to manage investment risk for a similar project. RTO is interested in the Proponent's experience in the allocation of risk associated with project-related capital investment. As the JSP process contemplates a risk/reward-sharing mechanism in the Final Contract, the example(s) should demonstrate how the investment risk was allocated and the risk mitigation plan(s) that was put in place to lead to a mutually beneficial solution. While demonstrated experience is preferable, where the Proponent (or Subcontractor, as applicable), has limited experience participating in transactions requiring investment by the contractor, provide your understanding of the various investment models that might be appropriate to this Project.

c) *Capacity to engage in long-term commercial arrangements*: Describe the capacity within the Proponent's and any Subcontractor's organizations to manage a long-term (five to ten years) commercial arrangement similar to this Project. Capacity should include, but not be limited to proposed team structure and relevant experience.

d) *Capacity to deliver services of similar magnitude*: Describe the capacity within the Proponent's (or Subcontractor's, as applicable) organizations to manage and maintain services similar to this Project. Capacity should include, but not be limited to, proposed team structure and relevant experience.

#### 4.7.6 Commitment

a) *Staffing commitment for JSP process*: Describe the proportion of time allocated by the Proponent's dedicated key team members to each Phase of this JSP process. Describe what duties the individuals currently have in the Proponent's organization and the role each will take in the JSP process.

b) *Commitment to managing relationship with the Province and commercial arrangements with Subcontractors, if any*: Provide at least one example, with references, of a project where a commercial relationship with a Subcontractor has been successfully implemented by your organization, and describe any problems that needed to be addressed in order to maintain the relationship. Proponents should also state their commitment to the Business Alliance and explain what they would do to ensure success for all parties.

c) *Project Objectives*: Describe your organization's commitment to achieving the Objectives of the Project in a timely manner.

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## 5 APPENDICES

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### 5.1 APPENDIX A - SAMPLE LETTER

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Letterhead or Proponent's name and address

Date

Ministry of Public Safety and Solicitor General

Dear Sir/Madam

**Subject:** Joint Solutions Procurement for the Residential Tenancy Office Project  
JSRFP SATP-045 (the "JSRFP")

List any amendment numbers and dates

The enclosed proposal is submitted in response to the above-referenced JSRFP. Through submission of this proposal we agree to be bound by all of the terms and conditions of the JSRFP.

We have carefully read and examined the JSRFP and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree that subject to the terms and conditions of the JSRFP we shall also be bound by statements and representations made in this proposal.

Yours truly

\_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal name of Proponent: \_\_\_\_\_

Date: \_\_\_\_\_

## 5.2 APPENDIX B - RECEIPT CONFIRMATION FORM

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**Residential Tenancy Office Project  
Closing Date: January 27, 2004  
Joint Solutions Request for Proposal No. SATP-045  
Ministry of Public Safety and Solicitor General**

To receive any further information about this JSRFP please return this form to:

**Attention:** **Huan Ngo**  
Mail: 102 – 3350 Douglas Street  
Victoria, B.C.  
Or: Fax #: (250) 387-1399  
Email: padmin@gems2.gov.bc.ca  
Tel: (250) 356-2228

**Company:** \_\_\_\_\_

**Street address:** \_\_\_\_\_

**City/Province:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Mailing address if different:** \_\_\_\_\_

\_\_\_\_\_

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

**Contact person:** \_\_\_\_\_

**email:** \_\_\_\_\_

We will be sending \_\_\_\_\_ representatives to the Proponents Meeting.  
(number)

**Representative 1:** \_\_\_\_\_

**Representative 2:** \_\_\_\_\_

**Others:** \_\_\_\_\_

We will not be attending but will probably be submitting a proposal.

Unless it can be sent by fax or email, the Proponent should arrange for courier pickup of further correspondence about this JSRFP upon email notice by the Project's designated contact.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

### 5.3 APPENDIX C – JOINT SOLUTION DEFINITION AGREEMENT

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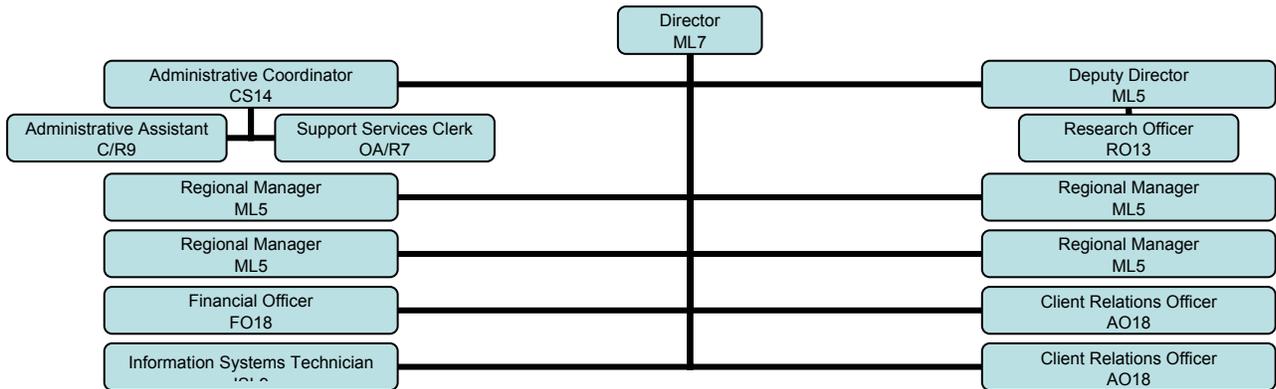
The Preferred Proponents must enter into a Joint Solution Definition Agreement with the Province that will govern the actions of the Province and the Preferred Proponents during the Joint Solution Definition Phase, the Due Diligence & Negotiation Phase and the Contract Negotiation Phase. The Joint Solution Definition Agreement will include, but not be limited to, the provisions summarized below:

1. General representations, warranties and covenants;
2. Conflict of interest provisions including representations and warranties in respect of conflicts and a requirement to implement a conflicts plan;
3. Evaluation process including formation of the evaluation committee; certain evaluation criteria used to evaluate the Preferred Proponents; and the debriefing process;
4. The right of the Province to amend, modify or suspend the JSP process or suspend or cancel negotiations with a Preferred Proponent;
5. Right of the Province to designate an alternate Preferred Proponent;
6. Obligation of Preferred Proponents to bear all of their own expenses;
7. Restriction on lobbying and on any contact with Ministry, RTO or other government personnel except as authorized by the Province;
8. Due diligence covenants including certain rights of the Preferred Proponent to seek information from the Province and the right of the Province to consult outside references and obtain third party information regarding the Preferred Proponent;
9. The Province being under no obligation to enter into a Final Contract;
10. No obligation for the Final Contract to be based upon the JSRFP and the ability of the Province and the Preferred Proponent to enter into arrangements that exceed or only include part of the scope contemplated by the JSRFP;
11. Duty of the Preferred Proponent to act in good faith throughout the JSP process;
12. Data room management provisions;
13. Confidentiality provisions including (a) the Province agreeing to keep detailed Solutions of the Preferred Proponent confidential subject to reasonable exceptions in order to facilitate the JSP process and subject to the Freedom of Information and Protection of Privacy Act; and (b) the parties agreeing on processes for information to be released in certain circumstances to other stakeholders;
15. Privacy provisions;
16. Intellectual property provisions including ownership rights, representations, warranties, indemnities and cross licensing provisions;
17. The term of the JSP process, default provisions, termination rights and consequences of termination or breach;
18. A summary of certain terms that would be required to be included in the Final Contract;
19. No representations or warranties from the Province; no liability of the Province for indirect or similar types of damages; and a limit of liability of the Province equal to the reasonable direct expenses incurred by the Preferred Proponent;
20. No liability for errors or inaccuracies of the Province;
21. No assignment right for the Preferred Proponent;

22. Manner in which consortiums and their members are obligated to the Province; and
23. General provisions including notice, governing law, entire agreement, nature of relationship, survival and execution.

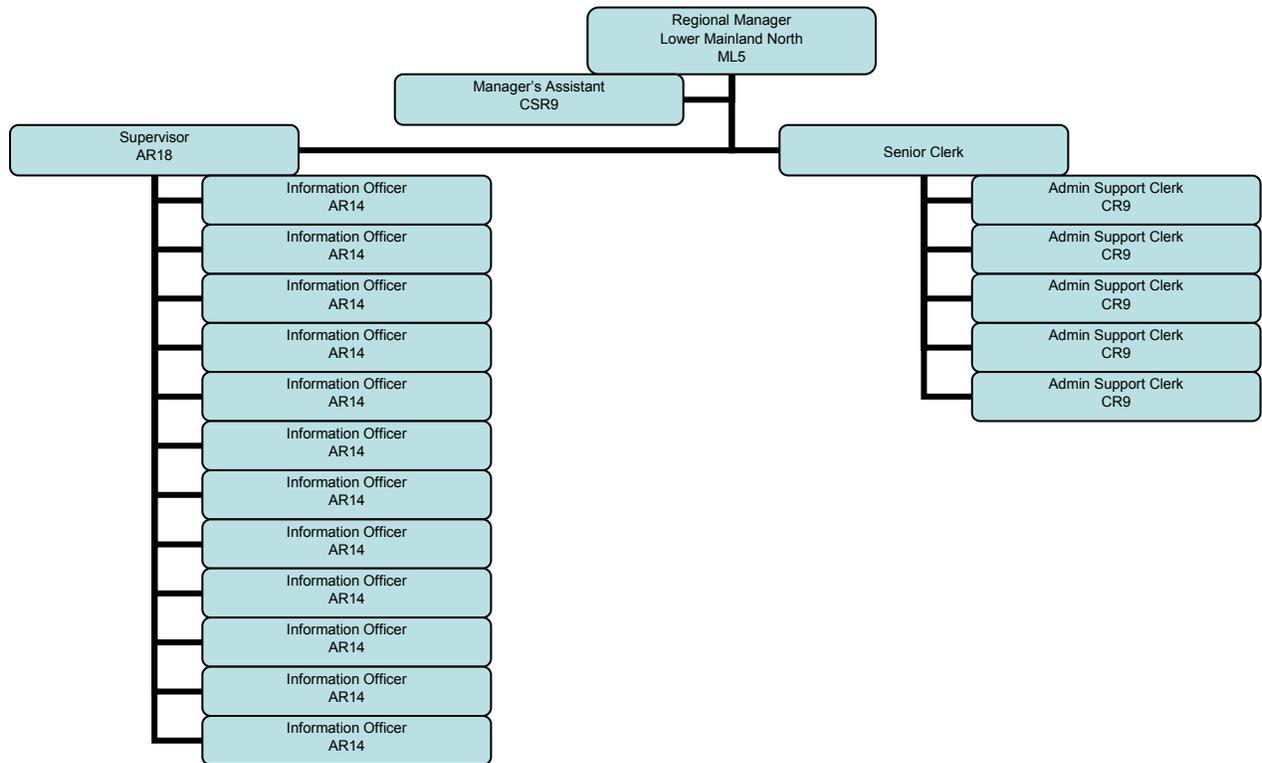
## 5.4 APPENDIX D - RESIDENTIAL TENANCY HEAD OFFICE ORGANIZATIONAL CHART

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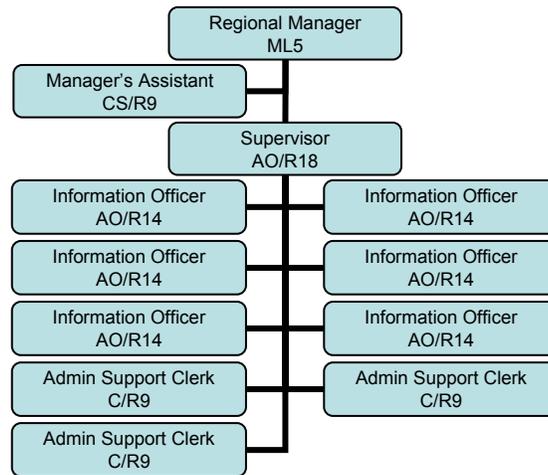
## 5.5 APPENDIX E – RTO BURNABY ORGANIZATIONAL CHART

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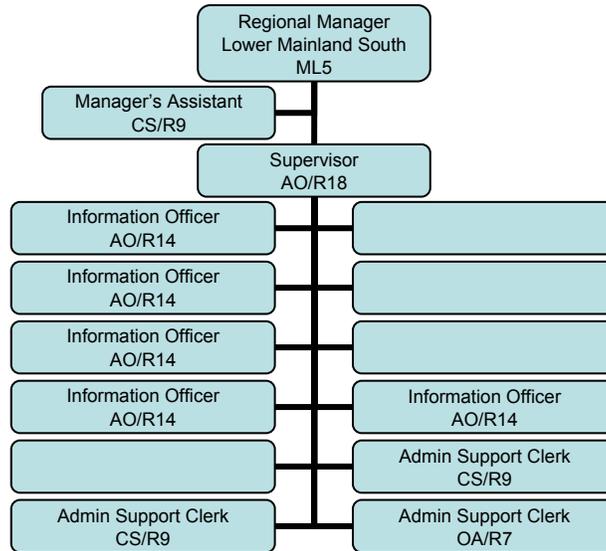
## 5.6 APPENDIX F – RTO KELOWNA ORGANIZATIONAL CHART

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## 5.7 APPENDIX G - RTO SURREY ORGANIZATIONAL CHART

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## 5.8 APPENDIX H - RTO VICTORIA ORGANIZATIONAL CHART

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