



REQUEST FOR PROPOSALS 14-21

PUBLIC TRANSPORTATION SERVICES **FEASIBILITY STUDY**

ISSUE DATE

THURSDAY, NOVEMBER 25, 2021

CLOSING DATE AND TIME

12:00 NOON MONDAY JANUARY 24, 2022

CLOSING LOCATION

Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8

CONTACT PERSON

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A. PROJECT SUMMARY

Project Introduction

The Strathcona Regional District ('Regional District' or 'SRD') is seeking proposals from qualified consultants to investigate the feasibility of establishing public transportation services to connect west coast communities with Campbell River.

Project Objectives

The SRD wishes to investigate the feasibility of providing one or more public transportation services to connect communities on the west coast of Vancouver Island with Campbell River. This project requires an assessment of routes, schedules, market demand (potential ridership) and costs to provide services to the communities of Tahsis, Gold River, Kyuquot and Zeballos (see Appendix 'A'). Consideration of how the proposed transportation service(s) could integrate with existing public transportation services in Sayward, Campbell River and the Mount Waddington Regional District will be required.

Further information regarding the scope of this project is contained in Part D: Specifications and Scope of Work.

Project Schedule

The Regional District would like a draft of the consultant's report for review within 4 months of the contract being executed. The final version of the report is expected within 5 weeks of the draft report being provided. The successful proponent is permitted to complete the work ahead of this schedule.

B. ADMINISTRATIVE REQUIREMENTS

1.0 DEFINITIONS

Throughout this RFP, the following definitions apply:

"Closing" means the closing date and time specified on the first page of this Request for Proposals.

"Contract" means the written agreement resulting from this Request for Proposals executed by the Strathcona Regional District and the contractor.

"Contractor" means the successful proponent to this Request for Proposals who enters into a written contract with the Regional District.

"Must", "shall" or "mandatory" means a requirement that must be met in order for the proposal to receive consideration.

"Project" means that work to be completed in accordance with this Request for Proposals.

"Proponent" means an individual, company or partnership that submits, or intends to submit, a proposal in response to this Request for Proposals.

"Proposal" means a submission in response to this Request for Proposals.

"RFP" means this Request for Proposals.

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

2.0 TERMS AND CONDITIONS

The terms and conditions applicable to this RFP are contained within this document. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions contained herein or in any addenda issued by the Regional District.

3.0 EVALUATION

Proposals will be evaluated by the Regional District based on the criteria identified herein. The intent of the Regional District is to enter into a contract with the proponent whose proposal represents the best value to the Regional District based on the Regional District's evaluation of the proposals received.

4.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format as a standard proposed response but must be clearly marked as an "Alternative Proposal". If a proponent submits more than one proposal each must be separately and uniquely identified.

5.0 CHANGES TO PROPOSALS

By written notice a proponent may, prior to closing, amend or withdraw its proposal. Upon closing all proposals become irrevocable and may not be amended or withdrawn prior to the deadline for acceptance except where the proponent and the Regional District have mutually agreed to a change for the purpose of entering into a contract.

6.0 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing and submitting their proposals. The Regional District will not be liable for any claims for costs or damages incurred by a proponent in preparing a proposal, loss of anticipated profit in connection with a final contract or any other matter whatsoever.

7.0 CURRENCY AND TAXES

Prices must be quoted in Canadian dollars and exclusive of taxes which shall be shown separately on the Proposal Form. No adjustment of fees or pricing will be made due to international currency fluctuations and/or any import duties and any additional taxes as a result of the contractor sourcing any materials, components and/or labour from international sources.

8.0 SUBCONTRACTORS AND PARTNERSHIPS

If subcontractors are to be used they must be clearly identified in the proposal. Joint submissions in the form of a partnership or consortium are acceptable including a joint submission by proponents having no formal corporate links. However, each proposal must identify the legal entity which is to be responsible for the overall performance of the work which constitutes the project.

9.0 CONFLICT OF INTEREST

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

10.0 ACCEPTANCE OF PROPOSALS

This RFP must not be construed as an agreement to purchase goods or services nor as an invitation to perform any service for the Regional District, except as specifically outlined herein. Proposals shall remain open for acceptance by the Regional District for at least 30 days after the RFP closing date. Proposals must state the latest date for acceptance at the time of submission.

The Regional District is not bound to accept the lowest priced proposal or any proposal. Proposals will be evaluated on the basis of stated criteria and the Regional District is under no obligation to request clarification or further information, whether written or oral, from any proponent prior to completion of the evaluation process.

The Regional District reserves the right to reject any and all proposals for any reason or to accept any proposal in whole or in part which the Regional District, in its sole unrestricted discretion, deems to represent the best value for the Regional District. Proponents acknowledge the Regional District's rights under this clause and absolutely waive any right of action against the Regional District for failure to accept their proposals whether such right of action arises as a result of negligence, bad faith or for any other reason.

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

Formal acceptance of any proposal and the subsequent confirmation of project award must not be construed as authority for the proponent to proceed with the project as this will be dependent on the execution of a contract and the fulfillment of any conditions precedent imposed by any authority having jurisdiction over the work or service to be performed.

11.0 CANCELLATION OR DELAY OF RFP

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

The acceptance of any Proposal and the subsequent execution of a contract may be subject to funding and approval by the Board of Directors of the Strathcona Regional District or any of its delegated authorities.

12.0 EXECUTION OF CONTRACT

After acceptance by the Regional District, the successful Proponent will be provided with written confirmation. A contract will be executed when all preconditions have been met. No proponent will acquire any legal or equitable rights or privileges with respect to this project until a contract has been entered into with the Regional District.

13.0 LIABILITY FOR ERRORS

The information contained within this RFP is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from conducting their own research and forming their own opinions and conclusions with respect to the matters addressed in this RFP.

14.0 MODIFICATION OF TERMS

The Regional District reserves the right, at its sole discretion, to modify the terms of this RFP at any time prior to the closing time. Such modifications will be communicated to all proponents through a formal addenda process.

15.0 FREEDOM OF INFORMATION

Proposals are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* which provides that all information contained therein, with some exceptions, is subject to access by the public. Information that is considered to be confidential or proprietary in nature should be clearly noted as such by the proponent. The Regional District cannot guarantee that any information contained within a proposal will remain confidential if a request for access is made.

16.0 USE OF DOCUMENT

This document, nor any portion thereof, may not be used for any purpose other than the submission of proposals.

17.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Regional District obtained by the Proponent as a result of participation in this RFP process, other than information that is generally available as part of the public record, is to be treated as confidential and must not be disclosed without prior written authorization from the Regional District.

C. SUBMISSION REQUIREMENTS

18.0 PROPOSAL SUBMISSION

Proposals shall be submitted in one of the following formats:

Electronically in PDF format, along with the signed and dated Proposal Form provided herein, to the secure RFP submission portal on the SRD’s website. The deadline for receipt of proposals is 12:00 noon Pacific time on January 24, 2022 at the following address:

<https://srd.ca/uploadsubmissions/>

Once submitted, proposals may not be viewed or changed. To make a correction, a clearly labelled corrected version shall be submitted to the portal and an email sent to procurement@srd.ca indicating which version is intended for consideration.

In person delivery or by mail/courier in duplicate complete with one digital copy in portable document format (.pdf file) on a CD, DVD or USB device along with the signed and dated Proposal Form provided. The deadline for receipt of proposals is 12:00 noon Pacific time on January 24, 2022 at the following location:

Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8

Proposals must be submitted in a sealed package with the name and address of the proponent and the RFP title clearly marked on the outside.

SAMPLE LABEL

Name of Proponent Address of Proponent
CONFIDENTIAL – DO NOT OPEN
RFP – 14-21
STRATHCONA REGIONAL DISTRICT 990 Cedar Street Campbell River, BC V9W 7Z8

Late proposals will be disqualified.

Proposals that are conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, at the discretion of the Regional District, be disqualified.

The person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this RFP **must execute** the Proposal Form. Unsigned proposals will be disqualified.

Proponents shall be solely responsible for the delivery of their proposals in the manner and time prescribed. All submissions must be delivered according to the instructions provided herein and the Regional District will accept no responsibility for documents delivered to any other location.

19.0 PROJECT MANAGER

Proponents are required to designate an individual who shall be the Designated Project Manager (“Project Manager”) for the project. The Project Manager shall be the contractor’s project/construction manager responsible for the delivery of all contracted services to the Regional District. The Project Manager, and not subordinate staff, shall at all times be directly responsible for the management of the project. The Project Manager shall attend all meetings of the project team during the term of the project. The Project Manager shall not be replaced without the prior written consent of the Regional District.

20.0 ENQUIRIES

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

Strathcona Regional District
990 Cedar Street, Campbell River, BC V9W 7Z8
Phone: 250-830-6700
Fax: 250-830-6710
Email: procurement@strathconard.ca

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

21.0 RFP ADDENDA

Addenda to this RFP may be issued prior to closing in response to queries received or at the initiative of the Regional District. Such addenda will be in written form and will be made available on the BC Bid (<http://www.bcbid.gov.bc.ca>) and Strathcona Regional District (www.strathconard.ca) websites. Information contained within RFP addenda is considered an integral part of the RFP and should be considered by proponents when responding to this RFP.

Verbal communications will not be binding unless confirmed by written addenda.

22.0 DISCLAIMER

Each proponent is responsible to review and understand the terms and conditions of this RFP and the scope of the work described. The Regional District makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and proponents are solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their proposals. The Regional District will not be held responsible for any loss, damage or expense incurred by a proponent as a result of any inaccuracy or lack of completeness associated with this RFP, or as a result of any misunderstanding or misinterpretation of the requirements of this RFP on the part of any proponent.

23.0 EVALUATION CRITERIA

Proposals will be evaluated against the following criteria:

Criteria	Points
Project team and relevant expertise	30
Cost to the Regional District	25
Methodology for data collection	25
Proposal clarity and layout	10
Demonstrated ability to provide the Services within the proposed project schedule	10

If required, a short list of proponents may be established to be contacted by the Regional District. The purpose for contacting a proponent at this stage would be to gain a greater understanding of the proponent’s proposal as submitted. Depending on the nature of the questions to be answered an interview may also be arranged to facilitate a more in-depth understanding of the proposal.

D. SPECIFICATIONS AND SCOPE OF WORK

24.0 SCOPE OF SERVICES

The Regional District is seeking the assistance of a qualified consultant to investigate the feasibility of establishing one or more public transportation services to connect west coast communities with Campbell River. The work to be performed by the consultant will include an assessment of routes, schedules, potential ridership and costs to provide services to the communities of Tahsis, Gold River, Kyuquot and Zeballos. Research on how the proposed transportation service(s) could integrate with similar services in Sayward, Campbell River and the Mount Waddington Regional District will be required. The methodology to be employed by the consultant may include research, consultation, surveys and discussion with community representatives.

In addition to the entities identified above, the consultant will be expected to engage with BC Transit as well as other public and private sector organizations that have an interest in this matter or may be operating shared transportation services within the area of interest.

A report providing a preliminary assessment of the current state of public transportation services within the area may be viewed at the following location:

<https://agenda.strathconard.ca/SRDAttachments/SRDBoard/Open/BRD-IN/03-Nov-21/20211015-Proposed-Transportation-Service---West-Coast-Communities-COMBINED.pdf>

The successful proponent will be expected to provide all labour, tools, equipment, supervision, vehicles, fuels, lubricants, materials, supplies, permits and services necessary to perform the work of the contract.

25.0 PERMITS AND CERTIFICATES

If necessary, the successful proponent will obtain, at its own cost, all necessary permits to carry out the work of this project. The contractor will be required to provide certificates of conformity with any requirements of authorities having jurisdiction.

26.0 PROJECT SCHEDULE

The Regional District is anticipating that this project will be completed in 2022. The following schedule is provided as a guideline:

Notice of award: Friday, February 11, 2022

Contract signing: Friday, February 18, 2022

Preliminary Report: Friday, June 17, 2022

Final Report Delivered: Friday, July 22, 2022

Proponents should include in their responses whether or not they can comply with this timeline. In accordance with the evaluation criteria set out in this document, preference may be given to proponents that can complete the work of the contract within the schedule outlined herein.

27.0 CHANGE IN SCOPE

The Regional District reserves the right to amend the scope of work during the term of the proposed contract. In such cases, the Regional District would request a quotation from the contractor for the change in scope.

E. CONTRACT CONDITIONS

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a contract with the Regional District that subject to negotiation, may include the following contract clauses:

28.0 COMPLIANCE WITH LAWS

The contractor will give all notices and provide all permits, licenses and other approvals required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract.

29.0 LAWS OF BRITISH COLUMBIA

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

30.0 INDEMNITY

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

31.0 INSURANCE

Any contract resulting from this RFP will require that the contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term:

- a. Comprehensive commercial general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage and including liability assumed under the contract;
- b. Automobile liability on all vehicles owned, operated or licensed in the name of the contractor in an amount not less than \$2,000,000.

The Regional District is to be added as an additional insured and the policy shall contain a cross liability clause. All required insurance will be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change.

The contractor will provide the Regional District with evidence of the required insurance in the form of a certificate(s) of insurance, immediately upon execution and delivery of the contract.

32.0 REGISTRATION WITH WORKSAFE BC

The contractor and any approved subcontractors must be registered with WorkSafe BC and WCB coverage must be maintained for the duration of the contract. Prior to receiving any payment, the contractor may be required to submit a WCB Clearance Letter confirming all assessments have been paid and the contractor is in good standing. The contractor and any approved subcontractors shall abide by all provisions of the Workers Compensation Act of British Columbia.

F. PROPOSAL FORM

REQUEST FOR PROPOSALS 14-21

**CLOSING DATE AND TIME
12:00 NOON PACIFIC TIME ON MONDAY JANUARY 24, 2022**

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

The undersigned confirms that its submission is in response to the above noted RFP.

The proponent acknowledges receipt of Addenda # _____ through Addenda # _____.

Proponent:

Address:

**Contact
Name:**

Phone:

Fax:

Email:

Completed Price	\$
Taxes	\$
Total Completed Price	\$

Proponents should ensure that all requirements of the RFP are dealt with in their proposal submission and that all materials and products proposed comply with the specifications therein.

Authorized Signature

Name and Title

Date

Appendix A – Map of Study Area

