



REQUEST FOR PROPOSALS

CLOSING LOCATION

Suite 301 – 990 Cedar Street,
Campbell River, British Columbia
V9W 7Z8

CLOSING DATE AND TIME

Tuesday September 8th, 2009
2:00 p.m. Pacific Time

CONTACT PERSON

Brian Reardon, Chief Administrative Officer
Strathcona Regional District
301 – 990 Cedar Street
Campbell River, BC, V9W 7Z8
Fax: (250) 830-6710
Email: breardon@strathconard.ca

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A. INTENT

The Strathcona Regional District (SRD) is seeking Proposals from qualified consultants for the provision of corporate support services on a fee for service basis within a virtual office concept.

Proponents, for all or any part, shall base their Proposal on furnishing everything including all labour, materials, tools, equipment and all necessary supplies and incidentals required to fulfil the scope of works. The Proponent in their Proposal must state any deviation from these requirements.

B. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1.0 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposal executed by the Strathcona Regional District and the Contractor

“Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the SRD.

“SRD” means the Strathcona Regional District

“must”, “shall” or “mandatory” means a requirement that must be met in order for the proposal to received consideration

“Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal

“Proposal” means a submission in response to this Request for Proposal

“Request for Proposal” and “RFP” means this Request for Proposal

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

2.0 TERMS AND CONDITIONS

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

3.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format but as a separate proposal and clearly marked as an alternative solution.

4.0 CHANGES TO PROPOSALS

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

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

5.0 PROPONENTS' EXPENSES

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

6.0 PROPOSAL VALIDITY

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

7.0 FIRM PRICING

Prices will be firm for the entire Contract period unless this RFP states otherwise.

8.0 CURRENCY AND TAXES

Prices quoted are to be in Canadian dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and PST which shall be shown separately as applicable on the Proposal Form.

9.0 SUB-CONTRACTING

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

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

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

10.0 ACCEPTANCE OF PROPOSALS

This RFP should not be construed as an agreement to purchase goods or services. The SRD is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria and the SRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

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

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

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

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

The SRD will evaluate the outcome of this RFP and compare the merits of a "virtual office" concept versus a traditional local government office model of hiring its own employees and providing these services in house. Depending on the results of this evaluation, the SRD may wish to have certain services provided through contract with others being provided by its own staff.

The acceptance of any Proposal is subject to funding and approval by the board of the Strathcona Regional District.

After acceptance by the SRD, the successful Proponent will be issued a written Notice of Award. Upon receipt of the insurance certificate and an executed safety agreement, a Notice to Proceed will be issued.

11.0 DEFINITION OF CONTRACT

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

12.0 LIABILITY FOR ERRORS

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

13.0 MODIFICATION OF TERMS

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

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

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

However, the SRD is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and

proprietary information, the SRD cannot guarantee that any such information provided to the SRD will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

15.0 CONFIDENTIALITY OF INFORMATION

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

C. PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL SUBMISSION

Two (2) copies of the Proposal, complete with one (1) copy of the signed and dated Proposal Form provided herein, must be received no later than 2:00pm Pacific Time on Tuesday September 8th, 2009, (Closing) 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 Request for Proposal title clearly marked on the outside.

Facsimile and electronic submissions will not be considered.

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

Proposals that are unsealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the SRD, be declared 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 sign the Proposal Form. Unsigned proposals will not be accepted.

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 herein, and the SRD will accept no responsibility for documents delivered to other SRD facilities and, at the discretion of the Chief Administrative Officer, may be declared disqualified.

2.0 PROPONENT'S MEETING

There will not be a Proponent's meeting for this RFP process.

3.0 ENQUIRIES

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

Brian Reardon, Chief Administrative Officer
Strathcona Regional District

Fax: (250) 830-6710

Email: breardon@strathconard.ca

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

4.0 ADDENDA

Addenda may be issued during the Proposal period in response to queries received. Addenda will be in written form and sent to all Proponents who have received RFP packages. All addenda become part of the Contract document and must be considered when responding to this RFP.

Verbal answers are binding only when confirmed by written addenda.

5.0 TERM

The Term of the proposed Contract will be for a period of three (3) years beginning January 1st, 2010 and ending December 31st, 2012 with an option to extend for a further two (2) years ending December 31st, 2014.

6.0 DISCLAIMER

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The SRD makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The SRD will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

7.0 EVALUATION AND SELECTION CRITERIA

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

Mandatory Criteria
Proposal must be received at the closing location by the specified Closing date and time.
Sealed package containing required copies of the Proposal
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.

Desirable/Point-rated Criteria	Points Assigned
Experience providing the service identified on the Proposal Form	40
Specific examples of having successfully delivered a similar scope project	15
Experience working with a public sector organization (eg. Local Government, Crown Corporation, Commissions)	10
Price	25
Feedback from references	10
Total available points	100

D. SCOPE OF WORK

1. Financial Support Services including:

- a. General Ledger transactions;
- b. Accounts Payable transactions, invoices and cheques;
- c. Accounts Receivable transactions and invoices;
- d. Cash Receipting;
- e. Payroll transactions; and
- f. Utility Billing transactions

Corporate Financial Administration and Financial Support Services provided to the Strathcona Gardens Recreation Facility may be separated in the future and will be prorated on the number of transactions in each component. Statistics for the previous 12 months are provided in the table below:

	Transaction Type	# of Transactions
	General Ledger transactions	2042
	AP transactions in GL	17601
	AP Invoices	3268
	AP Cheques	3840
	AR transactions in GL	403
	AR Invoices	88
	Cash Receipt transactions in GL	1053
	Cash Receipts	2086
	Payroll transactions in GL (summary)	888
	Payroll transactions in PA	24243
	Utility Billing transactions in GL (summary)	217
	Utility Billing transactions in UB	535
	MFA # of active debentures	41

2. Human Resources Services including:

- a. A full suite of services including administration of payroll & benefits plan provided to the SRD Administration Office having approximately 10 to 15 employees;
- b. A full suite of services including administration of payroll & benefits plan provided to the Strathcona Gardens Recreation Facility having approximately 80 full time and part time union members and 4 exempt staff; and
- c. Working closely with the SRD Chief Administrative Officer on a variety of programs as well as highly confidential personnel matters

3. Corporate Communications Services including;

- a. Internal and external policy implementation;
- b. Advertisements, posters and pamphlets; and
- c. Media releases

SCOPE OF WORK CONT'D:

4. Information Systems Services including:

- a. IT Strategic Planning Services;
- b. Network, Client PC & Blackberry Communications Administration Services (approximately 7 Servers, 25 laptops and 20 PC's);
- c. Help Desk Services for approximately 20 to 25 employees;
- d. Access to and provision of high speed internet and data communication services; and
- e. WEB Site Development and Maintenance for 2 WEB Sites

5. Geographic Information Services including:

- a. Providing all necessary hardware and software to run existing ESRI GIS solution;
- b. Providing all necessary personnel to:
 - i. Migrate existing ESRI platform solution to a new location;
 - ii. Maintain SRD cadastral fabric;
 - iii. Expand GIS capabilities as new information becomes available;
 - iv. Running ad-hoc GIS queries;
 - v. Programming new custom queries; and
 - vi. Printing maps
- c. Providing a desktop GIS application to approximately 10 to 12 employees at the SRD Administration Office; and
- d. Providing recommendations and advice on the evolution of the SRD corporate GIS solution on an as needed basis.

6. Water System Maintenance Services to Northern Electoral Area "D" including;

- a. Routine operation and maintenance of water mains, valves, hydrants, etc.;
- b. Emergency response to water main and/or water service breaks;
- c. Provision of all tools, equipment and labour for all items within section 6;
- d. Response to field inquiries; and
- e. Liaison with SRD Engineer and senior managers regarding the system

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 SRD that subject to negotiation, may include the following selected contract clauses:

1.0 COMPLIANCE WITH LAWS

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

2.0 LAWS OF BRITISH COLUMBIA

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

3.0 INDEMNITY

Not withstanding the providing of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the SRD, 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 Consultant, its servants, agents, sub-contractor 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 SRD.

4.0 INSURANCE

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

The SRD is to be added as an additional insured and the policy shall contain a cross liability clause.

The Consultant will provide the SRD with evidence of the required insurance in the form of a certificate of insurance, upon execution and delivery of the Contract.

Professional liability in an amount not less than \$2,000,000 insuring the Consultants' liability resulting from errors and omissions in the performance of professional services under the Contract.

Automobile liability on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than \$2,000,000.

5.0 REGISTRATION WITH WORKSAFEBC

The Consultant and any approved sub-contractors must be registered with the WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance Letter indicating that all assessments have been paid. The Consultant shall abide by all provisions of the Workers Compensation Act of British Columbia and must sign a WorkSafeBC Safety Covenant in the form provided by the SRD.

F. **PROPOSAL FORM**

Request for Proposals

CLOSING DATE AND TIME: 2:00 P.M. PACIFIC TIME ON SEPTEMBER 8TH, 2009

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

The undersigned confirms that their submission is in response to the Request for Proposal for Strathcona Regional District Corporate Support Services, and the Proponent acknowledges receipt of addenda # _____ through addenda # _____

Name of Firm: _____

Address: _____

Contact Name: _____

Phone: _____ **Fax:** _____

Email: _____

Authorized Signature

Name and Title

Date

PROPOSED FEE FOR SERVICE SCHEDULE

Section 1. – Financial Support Services:

Part	Service Type	Corporate Admin. Office	Strathcona Gardens Recreation Facility
a.	General Ledger	\$	\$
b.	Accounts Payable	\$	\$
c.	Accounts Receivable	\$	\$
d.	Cash Receipting	\$	\$
e.	Payroll	\$	\$
f.	Utility Billing	\$	\$
Totals:		\$	\$

Charge Out Rate for Additional Services

Position

\$ _____ /hour

\$ _____ /hour

\$ _____ /hour

Section 2. – Human Resources Services:

Part	Service Type	Corporate Admin. Office	Strathcona Gardens Recreation Facility
a.	General	\$	\$
b.	Payroll & Benefits Admin.	\$	\$
c.	Ad-hoc Services	\$ /hour	\$ /hour
Totals:		\$	\$

Charge Out Rate for Additional Services

Position

\$ _____ /hour

\$ _____ /hour

\$ _____ /hour

Section 3. – Corporate Communications Services:

Part	Service Type	Corporate Admin. Office	Strathcona Gardens Recreation Facility
a.	Policy Implementation	\$	\$
b.	Advertisements and pamphlets	\$	\$
c.	Media Releases	\$	\$
Totals:		\$	\$

Charge Out Rate for Additional Services

Position

\$ _____ /hour

\$ _____ /hour

\$ _____ /hour

Section 4. – Information Systems Support Services:

Part	Service Type	Corporate Admin. Office	Strathcona Gardens Recreation Facility
a.	IT Strategic Planning	\$	\$
b.	Network-Client Administration	\$	\$
c.	Help Desk Services	\$	\$
d.	High Speed Internet & Data Communication	\$	\$
e.	WEB Site Development & Maintenance	\$	\$
Totals:		\$	\$

Charge Out Rate for Additional Services

Position

\$ _____ /hour

\$ _____ /hour

\$ _____ /hour

Section 5. – Geographic Information System Services:

Part	Service Type	Corporate Admin. Office
a.	GIS Hardware & Software	\$
b.	GIS Personnel	\$
c.	Help Desk Services	\$
d.	GIS Desktop Application	\$
e.	GIS Strategic Planning	\$
Totals:		\$

Charge Out Rate for Additional Services

Position

\$ _____ /hour

\$ _____ /hour

\$ _____ /hour

Section 6. – Area D Water System Support Services:

Part	Service Type	Craig Road – Area D
a.	Routine operation and maintenance	\$
b.	Emergency response calls	\$
c.	Tools, labour & equipment	\$
d.	Field calls	\$
e.	Liaison with SRD staff	\$
Totals:		\$

Charge Out Rate for Additional Services

Position

\$ _____ /hour

\$ _____ /hour

\$ _____ /hour

G. SAFETY AGREEMENT (SAMPLE)

BETWEEN:

Company Name (print legibly)

Address

City and postal code

Phone No.

Fax No.

Email Address

Hereinafter referred to as the “Contractor”,

AND:

STRATHCONA REGIONAL DISTRICT

Hereinafter called the “Owner”.

For the purposes of this safety agreement, the “Contractor” refers to any sub-contractor or to any designated prime contractor or any other worker as defined by the *Workers Compensation Act*.

The Contractor agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the “Regulation”) as well as the provisions of the *Workers Compensation Act*, R.S.B.C. 1996, c.492, as amended (the “Act”).

Without limiting the generality of the foregoing, the Contractor agrees:

1. In every case the Regulation shall be followed by the Contractor, as well as any existing policies or procedures that the Owner has developed and implemented. These shall be followed without exception.
2. In the opinion of the Contractor, if by following a policy or procedure for a particular task as set out by the Owner, a worker is put at increased risk:
 - a) the Contractor must seek a written change of policy or procedure from the Owner applicable only to that particular job situation before proceeding with the task.
3. Contractors are expected to have read every section of the Regulation that pertains to the job at hand, to understand the Regulation and what it means to the supervisor and to all of the workers, and to ensure that each worker under their supervision follows the Regulation.

Contractors are also expected to know and adhere to the Policies and Procedures issued by the Workers Compensation Board (“WCB”).

4. Without limiting the foregoing, the Contractor will be expected to understand and enforce all of the following as it pertains to the job at hand and to the workers employed by the Contractor, and will be expected to prove to the Owner, at any time, upon request, compliance with the following parts of the Regulation:
 - a) Rights & Responsibilities – Occupational Health & Safety Program (including investigations, inspections, written instructions, records and statistics, adequate supervision, complete understanding by the workforce of the right and responsibility to refuse unsafe work). (*Regulation Part 3, WC Act Division 3 and 10*)
 - b) General Conditions (Regulation – Part 4)
 - c) Chemical and Biological Substances (Regulation – Part 5)
 - d) Substance Specific requirements (Regulation – Part 6)
 - e) Noise, Vibration, Radiation and Temperature (Regulation – Part 7)
 - f) Personal Protective Clothing and Equipment (Regulation - Part 8)
 - g) Confined Space Entry (Regulation – Part 9)
 - h) Lock-out (Regulation – Part 10)
 - i) Fall Protection (Regulation – Part 11, Guidelines)
 - j) Tools, Machinery and Equipment (Regulation – Part 12)
 - k) Ladders, Scaffolds and Temporary Work Platforms (Regulation – Part 13)
 - l) Cranes and Hoists (Regulation – Part 14)
 - m) Rigging (Regulation – Part 15)
 - n) Mobile Equipment (Regulation – Part 16)
 - o) Traffic Control (Regulation – Part 18)
 - p) Electrical Safety (Regulation – Part 19)
 - q) Construction, Excavation & Demolition (Regulation – Part 20)
 - r) Forestry Operations (Regulation – Part 26)
 - s) Evacuation and Rescue (Regulation – Part 32)
 - t) Occupational First Aid (Regulation – *Part 3, Guideline, First Aid Audit Document*)
 - u) Coordination of Multiple Employer Workplaces (Regulation - Part 20, s.20.3(1), *WC Act Division 3, Section 118*).
5. The Contractor will also adhere to the following provisions contained within the Act:
 - a) Division 3 of Part 3 of the Act – General Duties of Employers, Workers and Others (Sections 115, 116, 117, 118, 119, 120, 121, 122, 123 and 124);
 - b) Division 4 of Part 3 of the Act - Joint Committees and Workers Representatives; and
 - c) Division 10 of Part 3 the Act - Accident Reporting and Investigation.

6. The Act stipulates that the Owner is required to enforce the Act and the Regulation and to report any infraction of the Act or Regulation. The Contractor accepts that the Owner will be conducting periodic checks of the Contractor during the Contractors' work for the Owner and will be asking the Contractor to comply with the Act and/or Regulation in the event any contravention is observed. If the contravention is serious enough, the Contractor will be asked to leave the worksite and will forfeit the contract with the Owner.
7. For the purposes of streamlining large construction projects and multiple employer worksites, the Owner reserves the right to designate a "prime contractor" amongst contractors who are working on a job-site together. *This designation of Prime Contractor will be done in writing.* A designated person employed by the "prime contractor" will be appointed by the Owner to act as the coordinator of the other contractors on that job-site, and will ensure that each of the contractors on the job site are following the Act and the Regulation including any site-specific policies and procedures. This includes having in place an approved WCB Safety Program, and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractors' site health and safety activities.
8. It is the responsibility of the Contractor to determine who the Owner has appointed as the "prime contractor" for the worksite and to comply with the requirements set out in the foregoing.

NOTES:

- a) All the foregoing constitutes requirements of the Prevention Division of the WCB for any workplace in the Province of British Columbia and constitutes the Owner's expectations for contractors working on any of the Owner's worksites.
- b) Payment of WCB Assessments by the Contractor does not obviate the responsibility of the Contractor for any of the foregoing.

THIS AGREEMENT MADE THE _____ day of _____, 200____,
in _____ in the Province of _____
(city)

CONTRACTOR:

Company Name

President or owner (signature)

President or owner (print name legibly)