



REQUEST FOR PROPOSALS

CELLULAR VOICE/DATA SERVICES

RFP-04-22

ISSUE DATE

Tuesday November 15, 2022

CLOSING DATE AND TIME

Friday, January 6, 2023
2:00 p.m. Pacific Time

CLOSING LOCATION

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

CONTACT PERSON

Edith Watson
Senior Executive Assistant/Deputy Corporate Officer
Email: procurement@srd.ca

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A. PROJECT SUMMARY

The Strathcona Regional District (the “Regional District”) is seeking proposals from qualified mobile wireless and data providers for the provision of cellular voice/data services.

The services required under this Request for Proposals (RFP) are for the provision and activation of devices using cellular voice and data services. It may include continuation or replacement of existing cellular devices with our current service provider.

The Regional District requires a single point of contact for the management of the mobility account and access to a local dealer for hardware fulfillment and the primary resource for procuring, servicing and training for hardware such as smartphones, cell phones and accessories.

Any deviation from the requirements set out in this document must be fully disclosed in the proposal.

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 Proposal executed by the Strathcona Regional District and the Contractor.

“contractor” means the successful proponent to this Request for Proposal who enters into a written Contract with the Strathcona 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 RFP.

“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 Proposal.

2.0 TERMS AND CONDITIONS

The terms and conditions applicable to this Request for Proposals 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 should 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 submitted prior to closing a proponent may 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 PROPONENTS’ 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.

8.0 SUB-CONTRACTORS AND PARTNERSHIPS

If sub-contractors are to be used they must be clearly identified in the proposal. Joint submissions in the form of a partnership or consortium is 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 sub-contracting 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 should 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 at least until February 17, 2023. Proposals must state the latest date for acceptance at the time of submission.

The Regional District is not bound to accept the lowest price 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 should 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 condition's precedent imposed by any authority having jurisdiction over the work or service to be performed.

11.0 CANCELLATION OF RFP

The Regional District reserves the right to cancel this Request for Proposals at any time and for any reason and will not be 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 will be subject to funding and approval by the Board of the Strathcona Regional District.

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. 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 2:00 p.m. Pacific time on January 6, 2023 at the following address:

<https://srd.ca/uploads/submissions/>

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 2:00 p.m. Pacific time on January 6, 2023 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 – 04-22
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 ENQUIRIES

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

Edith Watson
Senior Executive Assistant/
Deputy Corporate Officer
Phone: 250-830-6712
Fax: 250-830-6710
Email: procurement@srd.ca

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

20.0 ADDENDA

Addenda to this RFP may be issued prior to closing in response to queries received or at the initiative of the Regional District. Addenda will be in written form and made available on the Strathcona Regional District website (www.srd.ca). Information contained within RFP addenda is considered an integral part of the RFP and must be acknowledged by proponents when responding to this RFP.

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

21.0 DISCLAIMER

Each proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of the work being requested. 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 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 terms of this RFP on the part of any proponent.

22.0 EVALUATION CRITERIA

Proposals will be evaluated against the following criteria:

Service Product Offering (overall proposal)	15 points
Customer Account Services	20 points
Cellular Coverage	25 points
Device Support and Implementation	20 points
Cost	20 points

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

23.0 SERVICES

The proponent will provide all labour, tools, equipment, supervision, vehicles, fuels, lubricants, materials, supplies, permits, and services necessary to perform the Services in accordance with this Agreement.

24.0 WARRANTIES

The Contractor represents and warrants to the Regional District that the Contractor and the personnel have the education, training, skill, experience and resources necessary to perform the services in accordance with this agreement and the Contractor acknowledges and agrees that the Regional District has entered into this agreement relying on the representations and warranties in this section.

25.0 PRODUCTS AND MATERIALS

Proposals must include a detailed specification sheet regarding the equipment, products and materials proposed to be used for these services. The Regional District will downgrade any proposal where the equipment, products or materials to be used do not conform to the minimum specifications set out herein.

26.0 TECHNICAL SPECIFICATIONS

Number of devices: 33 currently, estimated 40 total devices needed through the course of contract.

The Regional District currently has the following devices:

Samsung	Samsung Galaxy A53, Galaxy S10
Apple	iPhone IXR, iPhone 11, iPhone 12, iPhone I6s, iPhone SE, iPhone 8, iPhone5C, iPhone I6SP, iPhone 6
Huawei	8890 LTE Smart Hub
Google	Pixel 3, Pixel 5

The Regional District has confirmed that the estimated termination penalty to exit the existing device contract is approximately \$15,000.00

The Regional District is looking for the provision of voice and data services to the Regional District's fleet of corporately owned mobile devices for a two (2) year term. A provision for bring your own device which will include those devices currently part of the Regional Districts fleet which are fully owned with no device balance.

The Regional District requires a single point of contact for the management of the mobility account and access to a local dealer for hardware fulfillment and the primary resource for procuring, servicing and training for hardware such as smartphones, cell phones and accessories.

A hardware replacement program that scales pricing so that at the end of the contract term there will be no device contract amounts owing.

At a minimum, the voice and data service offerings must include:

- Unlimited national voice minutes including daytime, evening and weekend and Canadian long distance
- Unlimited Nation-wide long-distance
- Unlimited text messaging (text, picture, video)
- Basic Voice Mail
- Conference calling
- Call Display
- Call Waiting
- Call Forwarding
- 911 Emergency Access
- Pooled mobile data for smartphones (5 GB per phone)
- Detailed monthly billing
- Hardware allotment/device replacement program that scales pricing so that at the end of the contract term there will be no device contract amounts owing.
- Bring your own device discounted rate plan
- Options for international travel packages and data roaming
- Options for discounted mobile accessories (e.g., cases, batteries, chargers, etc.)

A single point of contact for the management of the mobility account and access to a local dealer for hardware fulfillment and the primary resource for procuring, servicing and training for hardware such as smartphones, cell phones and accessories.

Within the scope of these technical specifications, the Regional District encourages the Proponent to provide alternative options and value-added service bundles for the Regional District's consideration.

27.0 CHANGE IN SCOPE

The Regional District reserves the right to amend the scope for 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 selected contract clauses:

28.0 COMPLIANCE WITH LAWS

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work and provide written confirmation that the Contractor (and Sub-contractor's) personnel are fully certified to perform the work. The Contractor will comply with all laws,

regulations and requirements of authorities having jurisdiction 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, sub-contractors 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 REGISTRATION WITH WORKSAFEBC

The Contractor shall abide by all provisions of the *Workers Compensation Act* and its regulations and must sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The contractor and any approved sub-contractors must be registrants in good standing at all times with the WorkSafeBC, for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafeBC Clearance Letter confirming all assessments have been paid and the Contractor is in good standing.

