



Sunshine Coast Regional District

Request for Proposal

Number: 2211702

for

Cellular Telephony Devices and Services

Issue Date:

June 10, 2022

Closing Date of

July 8, 2022 at 3:00 PM local time

OPTIONAL/MANDATORY SITE MEETING: A mandatory site meeting will not be held.

CONTACT: All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be submitted by June 24, 2022 and directed, in writing, to purchasing@scrd.ca, who will respond if time permits with a Q&A on BC Bid by June 29, 2022. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at www.new.bcbid.gov.bc.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email should be submitted to submissions@scrd.ca in accordance with the instructions at Section 1.3 of the General Terms and Conditions of this RFP.

OR

Hard Copy Submission: Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of the proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC V7Z 0A8**

Regardless of submission method, proposals must be received before Closing Time to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

TABLE OF CONTENTS

	Page
1. GENERAL TERMS & CONDITIONS.....	3
2. INTRODUCTION.....	7
2.1 Purpose	Error! Bookmark not defined.
3. SITUATION/OVERVIEW	7
3.1 Background.....	7
3.2 Project Objectives.....	Error! Bookmark not defined.
3.3 Scope.....	7
4. CONTRACT	8
4.1 General Contract Terms and Conditions.....	8
4.2 Service Requirements	Error! Bookmark not defined.
4.3 Related Documents	Error! Bookmark not defined.
5. REQUIREMENTS	8
5.1 Capabilities	Error! Bookmark not defined.
5.2 Sustainable Social Procurement	11
5.3 Approach	11
5.4 Price.....	13
6. PROPOSAL FORMAT	13
7. EVALUATION.....	14
7.1 Mandatory Criteria	14
7.2 Weighted Criteria.....	15
7.3 Price Evaluation.....	15

1. GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

"Addenda" means all additional information regarding this RFP, including amendments to the RFP;

"BC Bid" means the BC Bid website located at www.new.bcbid.gov.bc.ca;

"Closing Location" includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

"Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;

"Contract" means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

"Contractor" means the successful Proponent to the RFP who enters into a Contract with the Regional District;

"Must", or **"mandatory"** means a requirement that must be met in order for a proposal to receive consideration;

"Proponent" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

"Proposal" means a written response to the RFP that is submitted by a Proponent;

"Request for Proposals" or **"RFP"** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

"Should", **"may"** or **"weighted"** means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

"SCRD", **"Regional District"**, **"Organization"**, **"we"**, **"us"**, and **"our"** mean Sunshine Coast Regional District.

1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

1.3 SUBMISSION OF PROPOSAL

Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP.

Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time. For electronic submissions (BC Bid or email), the following applies:

- (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
- (ii) The Regional District limits the maximum size of any single email message to 20MB or less.

- (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
- (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.

For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.

The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.

The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.

While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The

Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:

- (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
- (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

1.4 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V7Z 0A8
purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

1.6 WITHDRAWAL OR REVISIONS

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision

must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

1.8 CONFLICT OF INTEREST/NO LOBBYING

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.9 CONTRACT

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in <https://www.scrd.ca/go/terms> and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not only on the total cost of services, but Proposals that addresses the environment and social factors.

1.11 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order

number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

1.12 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

1.13 IRREVOCABLE OFFER

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.15 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

1.19 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

1.20 EVALUATIONS

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

1.21 ACCEPTANCE OF TERMS

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

1.22 MANDATORY REQUIREMENTS

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

1.23 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.

- (c) Error & Omissions Insurance – not less than \$500,000 per occurrence
- (d) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

1.24 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

1.25 CONFLICT OF INTEREST

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

1.26 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

1.27 TRADE AGREEMENTS

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

1.28 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

1.29 REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

1.30 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.31 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

1.32 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

1.33 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

2. INTRODUCTION

The Regional District is seeking proposals for the provision of mobile devices (cellular telephones / smartphones) and related services. The Regional District will entertain a three-year contract. The Regional District desires an agreement in which there are no contract termination charges at the end of the respective term.

3. SITUATION/OVERVIEW

3.1 Background

The Regional District is currently engaged in a 3-year contract with TELUS Mobility to provide cellular telephones and service, which concludes December 2, 2022. The Regional District currently has 181 cellular telephony devices, including 27 SIM only BYOD devices.

To give proponents an idea about our cellular usage, we have compiled the statistics below from the last 12 months; this data is for information purposes only, the Regional District does not guarantee that these usage levels will be maintained during the Contract term.

12-Month Usage Statistics	Canada										Roaming					
	Voice			Data	SMS			MMS - Pictures		MMS - Video		Voice		Data	SMS	
	Local (min)	LD (min)	US/Intl LD (min)	GB	Sent (msg)	Received (msg)	US/Intl (msg)	Sent (msg)	Received (msg)	Sent (msg)	Received (msg)	Roaming (min)	Roaming LD (min)	US Data (MB)	Sent (msg)	Received (msg)
April 2022	48,278	2,763	28	136		11,131	32	462	542	16	16	-	-	0	-	-
March 2022	44,994	2,024	73	153	9,300	9,681	24	478	495	5	10	-	49	5	36	42
February 2022	65,234	2,070	169	164	11,401	12,669	18	518	627	10	27	-	2	-	6	31
January 2022	51,533	3,203	58	160	13,900	14,734	36	638	638	15	41	141	-	291	98	185
December 2021	53,569	1,940	117	158	11,945	12,174	33	597	639	30		43	-	58	35	35
November 2021	48,678	1,879	52	176	11,428	12,592	70	567	620	17	16	112	1	2,112	112	165
October 2021	48,036	1,965	35	141	11,810	12,647	15	531	642	7	15	142	-	391	44	75
September 2021	51,606	2,303	29	150	14,694	15,307	35	717	796	20	23	-	-	-	-	-
August 2021	51,400	2,941	120	132	13,611	14,358	38	743	748	28	28	-	-	-	-	-
July 2021	52,031	2,137	106	143	11,901	13,043	39	667	655	10	16	-	-	-	-	-
June 2021	58,449	1,436	-	115	10,512	11,648	21	726	688	13	18	-	-	-	-	-
May 2021	61,762	1,776	-	97	10,772	12,195	36	567	589	21	17	-	-	-	-	-
12-Month Average	52,964	2,203	66	144	10,940	12,682	33	601	640	16	19	37	4	238	28	44

3.2 Scope

The Regional District will give preference to proposals that are able to provide the greatest number of desired features, services, and best service-area coverage within the Regional District's boundaries. Services should include technical support, basic user training, porting of current cellular numbers (if required), refreshment of devices (at contract start, and on demand). Proponents must provide a user-friendly online management portal for reviewing real-time usage data, and managing/ordering lines, devices, and Sims. The Regional District offers a 'choose your own device' (CYOD) model to staff, subject to technical compatibility and internal policy.

The Regional District is seeking proposals for three (3) year contracts, with the option to renew for up to two (2) additional years at the Regional District's discretion.

Proponents are encouraged to provide strategies for mitigating any termination costs associated with ending the current TELUS Mobility contract. The Regional District may, at its sole discretion, elect to retain existing contracts on some or all devices until expiry if a substantial penalty is to be incurred; or port select devices to the new provider at no additional cost to the Regional District.

Proponents are encouraged to include in their proposal any additional information they feel the Regional District should consider, such as phone accessories at competitive commercial pricing as a one-stop-shop for comprehensive orders and delivery.

This RFP includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.3.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District’s expectations. Proponents should ensure that they fully respond to all requirements to receive full consideration during evaluation.

Response Guidelines:

1. Outline how your organization will meet the Regional District’s overall mobile telephony and data requirements. Include any information we may not have considered that could improve our experience or provide business value.
2. Provide information about your management portal for reviewing real-time usage data, and managing and ordering SIMs and devices; plus provide a plan and service-level timelines for how you will offer device warranty and ongoing device swaps and moves/adds/changes.
3. Detail what, if any, spare devices will be offered to be kept at our site, including devices and accessories’ pricing discounts.

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found at: <https://www.scrd.ca/go/terms>

5. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District’s expectations.

Please address each of the following items in your proposal in the order presented.

Response Guidelines:

4. Name a contact person for the proposal, and include this person’s address, phone number, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
5. Confirm compliance with Regional District’s restrictions on storing personal information outside Canada according to FOIPP legislation. This is a mandatory criterion.

5.1 General Requirements

The Regional District requires the following services, features and functionality:

- A. The option for a complete device (hardware) refresh over the three-year term, including a selection of current generation devices available at no cost to the Regional District. Proposals shall include a list of currently available devices in Appendix B
- B. All existing telephone numbers to be seamlessly ported, if necessary, to avoid disruption of service.

- C. Text messaging (SMS/MMS) including Picture/Video messaging at no additional cost; advise whether Canada restricted – unlimited quantity preferred.
- D. The Regional District is seeking proposals that includes no minute-based calling limits – nominally ‘unlimited calling’ – to North America (US & Canada). We would be open to proposals that include sufficient minutes, pooled across all devices in the plan, that they are functionally unlimited calling to North America based on our usage patterns. To be clear, we do not expect to pay any per minute usage charges for voice calling, and preference will be given to proposals with entirely unlimited calling.
- E. Pooled data between all devices – Proponents are invited to propose any variation of a fixed amount of data shared by all devices, an amount of data per device added to the plan, or tiered data plans that are all pooled, so long as the Regional District’s normal data usage needs are met by the included data. The Regional District expects our data requirements will continue to increase over the historical data usage statistics shown above – proponents should take this into consideration when proposing data limits/thresholds.
- F. Call display, call waiting, call forwarding and voicemail on all numbers/lines.
- G. Demonstrated HSPA+ or better coverage of the lower Sunshine Coast. Proponents will provide a coverage map, supported by real-world field-collected signal strength test data, that clearly identifies any known locations with poor or unreliable service. Please refer to the map we have provided in Appendix A which identifies two areas of Interest for cellular coverage. The first area, (near roads and representing the ‘inhabited’ area of the Regional District), is the area of primary interest – it is expected that all proponents will provide functional coverage of all or nearly all of this area. The second area of interest, representing a variety of upland and up-inlet areas of the Sunshine Coast Regional District is of Secondary interest. See section 7.3.2 for details on how evaluation scores will be attributed for coverage.
- H. The Regional District desires to pay no additional costs for incidental US and International roaming. Proponents should provide an option for a reasonable amount of US and International calling, messaging and data, shared by the whole plan. See the statistics in section 3.1 to gauge what ‘incidental’ means in this case. Additionally, proponents should include information about roaming functionality and how users on the plan can access affordable US and International roaming plans on an easy, user-driven, ad hoc basis.
- I. Proposed devices must include a hardware warranty of at least one year, administered by the Proponent or through their reseller/authorized dealer.
- J. Proponents will provide readily accessible loaner devices or immediate device swaps for warranty issues. Proponents will outline their specific warranty-and-exchange policies and timelines.
- K. The Regional District requires the ability to acquire text message only (SMS) SIM cards for remote monitoring data acquisition devices. These SIM cards should provide unlimited SMS at a reasonable monthly rate – they do not need to provide voice or data.

Response Guidelines:

- 6. Provide a draft copy of your contract / service agreement.
- 7. Provide a response to each of the requirements above, indicating how your proposal will meet or exceed the stated requirement.
- 8. If there is a listed requirement that your proposal does not meet, please provide detailed alternatives, or mitigation strategies that include rationale for why your proposed alternative will still meet the Regional District’s overall needs.
- 9. Provide information about future service area upgrades planned for the Sunshine Coast over the length of the proposed contract.

5.2 Reporting and Billing

During the duration of the contract the Regional District requires:

- A. A consolidated master bill sent by email to our Accounts Payable department. (Availability of XLS, CSV, XML or another machine-readable format preferred).
- B. On-line dashboard access for designated Regional District administrators to review overall and individual devices bills.
- C. Online access for designated Regional District account administrators to review real-time data about plan and data utilization on a per user and total account basis for troubleshooting and analytical purposes.
- D. Notification of nearing usage limits sent by email and/or SMS to identified users and administrators.

The Regional District expects the Proponent to accept Electronic Funds Transfer (EFT) for payment of all invoices.

Response guidelines:

- 10. Describe the Proponent's ability to provide monthly reporting and billing as described above.
- 11. Confirm the availability of online access to real-time account usage information.
- 12. Confirm the availability of plan usage alerts, and how they can be managed / directed.
- 13. Confirm the Proponent's willingness to accept payment via EFT.

5.3 Contract Close

The Regional District expects that all individual devices/lines on the contract will co-terminate at the end of the initially agreed upon term, unless explicit consent has been granted by the Regional District contract administrator to extend the contract of an individual device/line beyond the end of the overall contract. The Regional District will own all devices at the termination of the contract.

Response Guidelines:

- 14. Confirm that at the end of the contract the Regional District retains ownership of any devices supplied to date.

5.4 Relevant Experience

The Proponent **should** have a minimum of **5** years providing equipment and services of similar scope and complexity. Similar scope and complexity is defined as: multiple contracts covering more than 50 devices.

The Regional District may check Proponent references without first notifying the Proponent. The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's performance under any past or current contracts with the Regional District, or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

If the Proponent is deemed unsuitable by the Regional District due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

Response Guidelines:

- 15. Provide a brief overview of the company, including size and length of time in business, and identify whether subcontractors would be used to support any aspect of this contract.
- 16. Describe 3 contracts of a similar scope and complexity to the Regional District's requirements. A reference, including contact name, phone number and email address should be provided for each contract example.

5.5 References

Proponents **should** provide a minimum of **3** references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

5.6 Environmental Requirements

The Regional District wishes to optimize the environmental aspects of cellular device use. Proponents shall describe disposal options for obsolete equipment and, more generally, provide information about how their organization works to address energy efficiency and the reduction of greenhouse gases.

Response guidelines:

17. Describe recycling programs for obsolete equipment.
18. Describe initiatives that address energy efficiency and the reduction of greenhouse gases.
19. List any other environmental sustainability aspects of the proposed services and devices.

5.7 Sustainable Social Procurement

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
 - promoting a Living Wage
 - Using fair employment practices;
 - Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
 - a. Being locally owned;
 - b. Utilization of local subcontractors;
- c) Environmental Cost of Ownership;
- d) Energy efficient products;
- e) Minimal or environmentally friendly use of packing materials; and
- f) Reducing hazardous materials (toxics and ozone depleting substances).

5.8 Approach

5.8.1 Installation / Implementation

The Contractor will work with a Regional District designated Project Lead to develop a schedule for the transition from the existing devices and contract to the new devices and contract. The Regional District requires a rollout to coincide with the termination of our current contract on December 2, 2022.

- Provide a Project Manager to work with the Regional District Project Lead to ensure delivery and provision all devices in a reasonable timeframe - this person could be the same person as the Account Manager.
- Provide a transition plan if the porting of telephone numbers from our existing provider is required.
- Work with the Regional District Project Lead to coordinate the provision of the new devices;

- Provide support (whether directly staff of the proponent, or of an authorized reseller) for provisioning new devices to Regional District staff, and port device level data as required.

The Contractor will be required to comply with all requirements of the Worker's Compensation Act (British Columbia) and obtain and maintain WorkSafeBC insurance coverage during the term of the Contract. A WorkSafeBC clearance letter will be required as a pre-condition of award.

Response guidelines:

20. Name a Project Manager to manage the delivery and installation of all devices. Provide a description of the proposed Project Manager's experience managing a project of similar size and complexity.
21. Describe your ability to provide qualified labour and confirm that all labour will have WorkSafeBC coverage.
22. Describe a high-level rollout plan for supply and provision of new devices for identified Regional District staff. The plan should include the method by which the Regional District will identify specific devices assigned to specific numbers/staff persons, and how existing numbers will be seamlessly ported to new service (if necessary) to ensure no disruptions.
23. The plan identified above should outline all significant activities that will be performed as well as the expected durations of each. Key dependencies between activities should be highlighted and the Proponent should be clear as to which activities will be the responsibility of the Regional District staff. All key assumptions and constraints should also be identified. The Proponent will be expected to adhere to the high-level timeline during the actual rollout.
24. Confirm your ability to provide a WorkSafeBC clearance letter prior to contract award indicating all assessments have been paid (the Contractor's WorkSafeBC account is active and in good standing).

5.8.2 Support

The Contractor is expected to provide a dedicated Account Manager to manage the contractual relationship and be an escalation point for contract performance issues. The proposed Account Manager is expected to have a minimum 3-years' experience managing contracts of similar size and complexity.

End-user designates will request support through the Contractor, via the Account Manager, or via a local reseller/service centre. Proponents will have a framework in place to ensure that account changes are approved by our designated approvers prior to initiating changes – to be clear, our end users are not authorized to make changes to our wireless account or devices without approval. The Regional District may appoint one or more designated approvers and change them from time to time.

The Regional District prefers that the Contractor allow support issues and account related questions and inquiries to be entered and tracked through an online portal that will allow the Regional District's designates to log and track issues and get automated updates as the issues are processed.

The Regional District requires an online portal through which we can manage our own phones and numbers, including self-serve features to add/remove phones/number, plans and add-on features. The portal should include business intelligence reporting (dashboard) features to allow views of data usage by single phone or all phones by billing current period or over multiple billing period views.

The Contractor is expected to provide a business-oriented (as opposed to consumer-oriented) call-centre for support on all initial service calls during normal business hours, 8:30 A.M. to 4:30 P.M. (Pacific Time), Monday through Friday except for statutory holidays. The Contractor is expected to provide emergency support off hours and on the weekends to disable phones reported as lost or stolen. There will be no upper limit to the number of support hours provided.

Response guidelines:

25. Name and provide a one-page resume for the proposed dedicated Account Manager. Provide a brief description of their experience in managing a contract of a similar size and complexity.
26. Describe the proposed support model including the business call centre and all self-serve tools to be used for incident and problem management processes and capabilities, and the hours of support and availability for designated Regional District staff.
27. Describe the features of your online tool that will allow the Regional District to create and manage phones, lines, plans, add-on features, and data services through a dedicated online portal. Outline abilities to immediately increase, disable, or hold plan features including calling, SMS, data services.
28. Describe the features of your business intelligence portal features that will allow the Regional District to view the historical data (and other add-on features') usage -- by separate phone or all phones -- over the current or multiple billing periods.
29. Describe how you will ensure that support can be delivered to our users in a timely fashion, while adhering to our contract management and approval requirements.

5.9 Value Added Services

The Regional District is interested in hearing about value added services with or without an associated cost. However, please note that although cost of value-added services will not be evaluated as part of the pricing evaluation, pricing provided is expected to be firm for the duration of the Contract. The Regional District is not bound to accept any value-added services or offerings.

Response guidelines:

30. Describe any value added or related services, which the Proponent would consider relevant to meeting the Regional District's requirements and which differentiate your proposal from other suppliers of services. Proponents should describe the service and/or product offering and the anticipated value to the Regional District. Proponents should identify whether there is a cost associated with the proposed service and what that cost is.

5.10 Price

Proponents need to submit a fee proposal that sets out the separate costs of each project described as well as an all-inclusive cost for all the projects; the proposal should include a breakdown of the fix prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

Proponents should complete the response forms provided in Appendix B, and provide any additional pricing information that is deemed necessary.

6. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.

- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP
Proponents must provide evidence that their service coverage area for cellular telephony and data entirely or substantially (at the Regional District's discretion) covers the area marked as "Primary Area of Interest" on the map provided in Appendix A.

7.2 Weighted Criteria

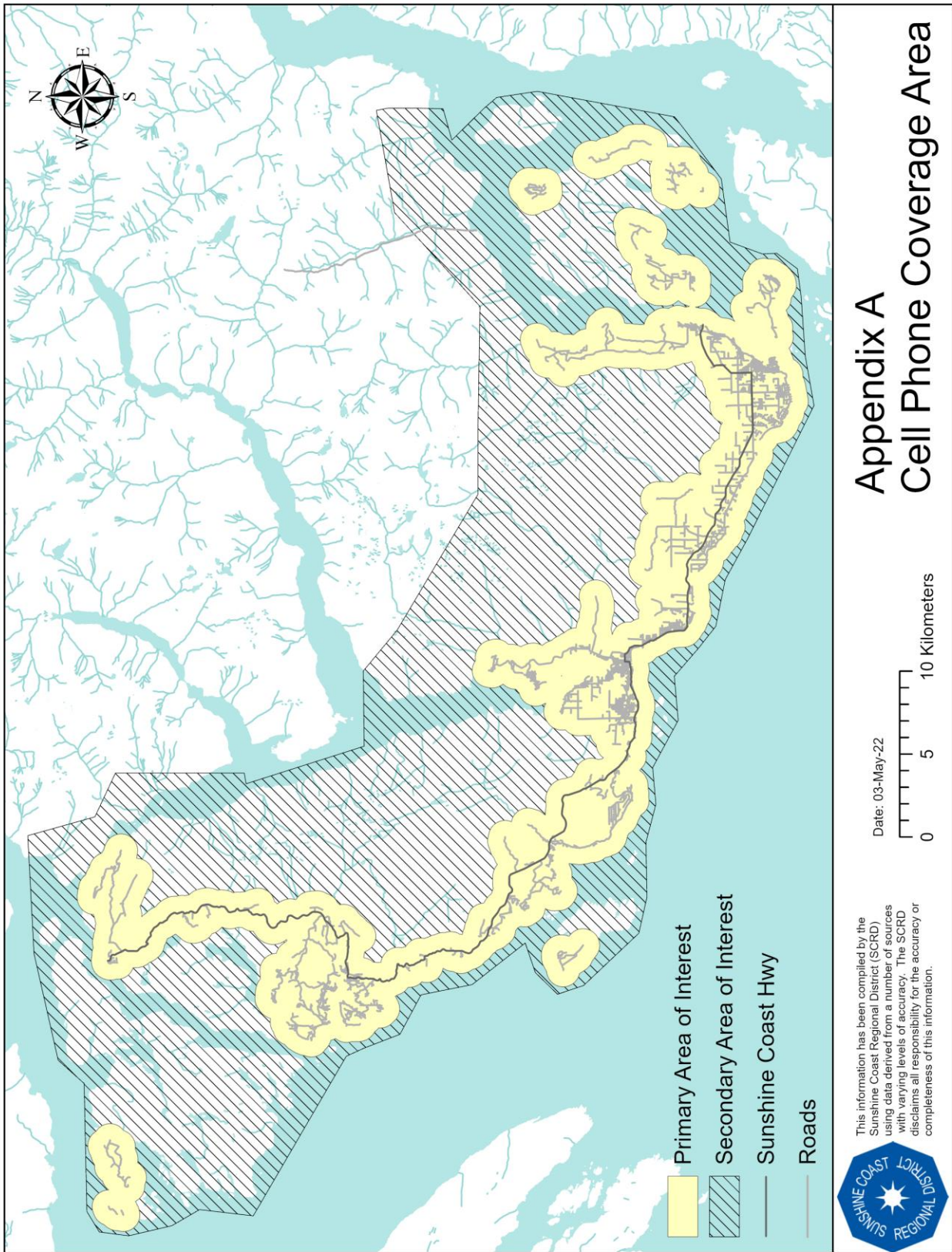
Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight (%)
Additional Coverage Area The secondary area of interest indicated in the map in Appendix A	5
Features and Requirements As detailed in Section 5	25
Self-Service Portal Provision and ease of use of self-service portal.	20
Sustainable Social Procurement Section 5.7	5
Added value Section 5.9	10
Pricing	35
TOTAL	100

7.3 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal * total points available for price.

$$\left\{ \frac{\textit{Lowest inclusive cost}}{\textit{This proposal's inclusive cost}} \right\} * 35 = \textit{Pricing Score}$$



Appendix B – Response Form - Proposed Pricing – Plans

Plan Name & Description – Provide any details of the plan that may be of interest	Contribution to Pooled Canada Minutes	Contribution to Pooled Long-Distance Minutes	Contribution to Pooled Data (GB)	Monthly Rate
(These prices should be per individual subscriber line)				
(Voice & data plan(s))				\$
(Voice only plan(s))				\$
(Data only plan(s))				\$
(SMS Text only plan(s)) Explain service details.				\$
(Use separate sheet or add lines for additional plan options)				\$
Any other mandatory charges and fees (specify for what, and frequency – i.e. one-time, monthly, etc.)			Frequency	Price
				\$
				\$
				\$
				\$
				\$
Addons / Options (specify for what, and frequency – i.e. one-time, monthly, etc.)			Frequency	Price
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

Appendix B – Response Form - Proposed Pricing – Devices

The Regional District is interested in having a selection of current model devices available for staff to choose from at reasonable discounted prices. We are open to proposals that offer a more limited selection of devices at a deeper discount, or proposals that offer any available device at a set discount. Please clearly outline how your discounting model works, including what, if any, amounts are owed on discounted devices that are terminated early or renewed near the end of the contract term.

Device – Make and Model		MSRP	Consumer Contract Price	Regional District Price
			(\$)	
1	(include at least one ruggedized phone device)			
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

NOTE: It is understood that devices are rapidly and constantly changing. The Regional District expects the provided device pricing to be a snapshot of currently available devices and the discounts available. Over the length of the contract, it is expected that the Contractor will provide the Regional District with updated lists of available devices, with consistently discounted pricing, on at least a quarterly basis.

Response guidelines:

31. Complete the pricing tables, adding rows as necessary. Please indicate in your response a date until which you can guarantee the provided pricing (or better).
32. Detail the device discounting being offered to the Sunshine Coast Regional District on an ongoing basis for the length of the contract. (i.e. 50% off MSRP, MSRP minus \$500, specific price lists, etc.).
33. Indicate how frequently you will advise the Regional District of newly available devices and pricing (monthly, quarterly, on-demand etc.)