



REQUEST FOR PROPOSAL

1220-20-536-2020

District of Port Hardy

Boatyard & Haul-Out Facility Feasibility Study & Report

Attention: Allison McCarrick, CAO

District of Port Hardy

7360 Columbia Street PO Box 68

Port Hardy, BC, V0N 2P0

Submission Deadline: Monday, June 22, 2020 2:00 pm

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**REQUEST FOR PROPOSAL
DISTRICT OF PORT HARDY BOATYARD & HAUL-OUT FACILITY STUDY & REPORT**

DEFINITIONS

“CONTRACTOR or CONSULTANT”	means the Proponent whose Proposal has been accepted by the District and is awarded a contract by the District to carry out the Work.
“DISTRICT”	means the District of Port Hardy.
“PROPONENT”	means the responder to this RFP.
“PROPOSAL”	means a proposal to carry out the Work submitted by a Proponent in response to this RFP.
“RFP”	means this Request for Proposal.
“WORK”	means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP.

1.0- INTRODUCTION

➤ **PROJECT SUMMARY**

The District is requesting proposals from experienced and qualified professional consultants, individuals, or corporations, to complete a feasibility study for a boatyard and haul-out facility located in Port Hardy to service all vessels along the North Coast. Upon completion of the study, if viable, the District will commence on a joint project with our First Nation community partner for a collaborative project on the construction and operating of the facility.

This project has been generously funded by the Provincial Government of BC under the Rural Dividend program in the amount not to exceed \$60,000.00.

The project, including presentation of a final report to both the District of Port Hardy Council and the Kwakiutl First Nation Band Council is to be completed by March 31, 2021.

Primary Contact:

Allison McCarrick, Chief Administrative Officer
District of Port Hardy
Email: alli@porthardy.ca
Office No. (250) 949-6665
Fax No. (250) 949-7433

All contract documents can be downloaded at www.porthardy.ca. The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed and included in their bid.

The District reserves the right to waive informalities in or reject any or all proposals. The District also reserves the right to negotiate scope and price with the selected preferred proponent, without obligation to any other proponent. The job will be awarded to the proposal deemed to be the most favorable to the interests of the District. Proposal evaluation will be based on methodology and approach, capability and experience, pricing and ability to meet the proposed timeline. The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed.

2.0- SCOPE OF THE STUDY

The Proponent will be responsible to:

- Complete a feasibility study for a boatyard and haul-out facility to be located in Port Hardy.
- Review any background material available regarding a previous boat haul-out facility in Port Hardy.
- Consult with the Kwakiutl First Nation staff and leadership to confirm the acceptance of this project on their traditional territory.
- Consult with the Kwakiutl First Nation leadership and staff regarding their interest, if viable, to commence on a joint partnership to construct and operate the facility.
- Identify potential locations for the facility.
- Estimate costs of the new facility.
- Profile existing similar facilities on the coast of Vancouver Island.
- Provide a revenue estimate the facility may generate.
- Provide an operating expense estimate to operate the facility.
- Provide the potential economic impact this facility may provide to the North Island.
- Provide a conclusive report and present the study findings to both respective Councils; District of Port Hardy and the Kwakiutl First Nation.
- Provide one hard copy and a digital copy (Microsoft Word format) of the report to the District of Port Hardy and the Kwakiutl First Nation.

3.0- GENERAL PROVISIONS

➤ FREEDOM OF INFORMATION

All proposals submitted become the property of the District and as such are subject to the Freedom of Information and Protection of Privacy legislation. To request documentation confidentiality, respondents must submit a covering letter with their proposal, detailing the specifics of their request.

➤ CONFIDENTIALITY OF INFORMATION

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

Information pertaining to the District obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed except as required to fulfill the obligations of the Proponent under the Contract.

➤ LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request

for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

➤ **MONDIFICATION OF TERMS**

The District reserves the right to modify the terms of this Request for Proposal at any time in its sole discretion. This includes the right to cancel this request for Proposal at any time prior to entering into a contract with the successful Proponent.

➤ **NO CONTRACT**

This RFP is not a tender and does not commit the District in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on District by this RFP or submissions prior to the completed execution of a formal written Contract.

➤ **NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

➤ **LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4.0- PROPOSAL SUBMISSION INSTRUCTIONS

➤ **CLOSING DATE AND TIME**

Proposals will be accepted up to 2:00 pm Monday, June 22, 2020.

➤ **REQUESTS FOR CLARIFICATION**

Proponents may inquire into and clarify any requirements of this RFP. Questions must be communicated to the contact person at least five days prior to the RFP closing. Questions must be in writing.

It is the proponent's responsibility to clarify any details prior to submitting a proposal. The District will assume no responsibility for any oral instruction or suggestion.

➤ **OMISSIONS AND DISCREPENCIES**

If a proponent finds discrepancies in, or omissions from the proposal documents, or if he/she is in doubt as to their meaning, he/she should advise the District immediately.

Responses, if not already addressed in the RFP, will be addressed in the form of addendum, if required and posted to the District website at www.porthardy.ca . No oral interpretations will be effective to modify any provisions of the Proposal, unless a written addendum has been issued by the District, prior to the advertised closing date and time. The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed, and included in their proposal.

➤ **PROPOSAL IRREVOCABILITY**

- By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Any amendment submitted which results in the disclosure of pricing or other salient points of the original proposal will result in disqualification of the Proponent. At closing time, all proposals become irrevocable.

- Proposals shall be firm for a period of at least 60 days from the RFP closing date and shall be used as the basis for and be included as part of the contractual agreement that will be entered into with the selected Proponent.

- By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a contract for the work with the District, the content and format of such contract to be determined by the District.

➤ **EXPENSE PREPARING PROPOSAL**

Proponents shall bear sole responsibility for any costs associated with preparing a Proposal in response to this RFP. In no event will the District be responsible for the costs of preparation or submission of any Proposal. Furthermore, by submitting a proposal, it is agreed that no claim for damages, for whatever reason, relating to the Agreement or in respect of the expense incurred in preparing a proposal will be brought against the District. The consultant, by submitting a proposal, waives any claim for loss of profits if no agreement is entered into.

➤ **PROPOSAL FORMAT**

The following format and sequence 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) Title Page – including Request for Proposal title and number, proponent’s name and address, telephone number, fax number, email address;
- 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, to address all factors noted in the evaluation criteria listed in the Criteria for Assessment and confirmation of independence or disclosure of conflict of interest as requested below;

- e) Any additional information that a proponent may choose to provide;
 - f) No proposal shall be more than 10 pages in length (may be double sided) and may be submitted digitally.
- The proposal submission should address all factors identified as the evaluation criteria in the same order as above. Failure to address all factors will impair the proposal and the District will not be obliged to seek clarification or inclusion of vague or incomplete information in making its selection.
 - The proponent should include statements concerning independence as follows:
 - o Confirming that any other services performed by the proponent for the District will neither prejudice the independence of this project nor be in conflict of interest under any governing code of professional ethics.
 - The proponent should disclose information where there may be a conflict of interest or perceived conflict of interest (or state that there is no conflict of interest), including:
 - o Information on the proponent’s partners, managers and members of their immediate family who are on the Council of the District or in a senior management capacity with the District. The District’s website contains the names of Council members and the District senior management. (“Immediate family” is defined as an individual’s spouse and those dependent on the individual or the individual’s spouse, whether related or not.)
 - o Clients of the firm who engage in significant activity with the District.
 - o Clients or agents of the firm who are members of the Council or senior management of the District.

➤ **SUBMISSION OF PROPOSALS**

Proposals must be received on or before the Closing Time of:

TIME: 2:00 PM
DATE: June 22, 2020

By Mail with envelope clearly marked **RFP 1220-20-536-2020** to:

District of Port Hardy
 7360 Columbia Street, PO Box 68
 Port Hardy, BC V0N 2P0
 Office No. (250) 949-6665

By Email with subject line **RFP 1220-20-536-2020** to:

general@porthardy.ca

NOTE: Proponent to verify receipt of email submission by requesting a confirmation or calling the office to verify.

Proposals will be accepted until the Closing Time specified. It is the Proponent’s sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time. Proposals received after the Closing Time will not be accepted or considered. However, the District may consider extending the submission deadline should it be proven that preparation time is not sufficiently long. Requests for

extension can be submitted to the listed project contact.

More than one proposal from an individual, firm, partnership or association under the same or different names will not be considered.

➤ **INQUIRIES**

Proponents must carefully examine the RFP documents and should fully inform themselves as to the intent, existing conditions and limitations that may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the primary contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the District. All Addenda will become part of the Proposal documents, and Proponents must acknowledge receipt of Addenda in the Proposal submission.

Verbal discussions between District Councillors or staff and a Proponent will not become a part of the RFP or modify the RFP or the Proposal unless confirmed by the District in writing.

➤ **INDEMNIFICATION**

The successful Contractor hereby releases and shall indemnify and save harmless the District, its officers, employees, officials, agents, contractors and representatives from and against any and all claims, costs, damages, actions, causes of action, losses, demands, payments, suits and expenses, legal fees or liability arising from:

- errors, omissions or negligent acts of the Contractor, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the Contractor is in law responsible in the performances of the Services;
- the breach, violation or non-performance of this Agreement by the Contractor, its officers, agents, members, employees, contractors or subcontractors, or any other person for whom the Contractor is in law responsible in the performance of the Services; or
- personal injury including death, property damage and loss arising out of, suffered or experienced by any person in connection with or during the provision of the Services under this Agreement, including without limitation WorkSafeBC claims and assessments.

The release and indemnity contained above shall apply except to the extent that the claims, costs, damages, actions, causes of action, losses, demands, payments, suits, expenses or legal fees or liability arise from the negligence of the District, its officers, employees, officials, agents, contractors, or representatives.

The Contractor is solely responsible for and shall promptly pay all WorkSafeBC premiums and assessments relating to the performance of the Services under this Agreement, whether by the Contractor, its officers, agents, members, employees,

contractors or subcontractors, or any other person for whom the Contractor is in law responsible.

The release and indemnity contained above shall survive the termination of this Agreement.

5.0- EVALUATION AND SELECTION PROCESS

➤ PROPOSAL EVALUATION

The District will first check proposals against the mandatory requirements. Proposals not meeting all mandatory requirements will be rejected without further consideration. Proposals that meet all the mandatory requirements will then be assessed against the criteria for assessment.

Only the information contained in the proposal will be used to evaluate the proposal. There will not be an opportunity to make a presentation to the evaluation committee beyond the information contained in the proposal.

The possibility of actual or perceived conflict of interest or lack in independence will be considered. If, in the opinion of the District a reasonable person would perceive there to be a conflict of interest or lack of independence on the part of the Proponent, the proposal will be rejected.

The District, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist the District in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposal.

➤ MANDATORY REQUIREMENTS

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

- The proposal must be received by the closing date and time.
- The proposal must be signed by a person authorized to sign on behalf of the Proponent.
- The proposal must be in English.
- The Proponent must provide written confirmation of the Proponent's independence and that the Proponent has no conflict of interest with respect to the public body.

➤ **CRITERIA FOR ASSESSMENT**

Proposals meeting the mandatory requirements will be assessed against the criteria and weighting noted below:

- **Methodology and Approach – 30 %**
 - Consideration is given to whether the proponent has effectively addressed each aspect of the Request for Proposals, thoroughly understood the requirements of the Request for Proposal, chosen a suitable approach, and identified problem areas.

- **Capability and Experience of Consultant/Firm and Team – 30%**
 - An organizational overview of the consultant firm, including the experience and current capabilities of its partners, managers and staff, relating to an outline of the responsibilities that will be assigned to each team member proposed, and information regarding any additional staff or sub-contractors required by the firm to complete the project, including resumes, experience, and tasks to be assigned to any sub-consultant; and

 - The proposed team's experience with previous projects of a similar or relevant nature, particularly with projects in cooperation with local government; and

 - Policies on notification to clients of changes in key personnel.

- **Pricing – 20%**
 - The total project cost, **excluding taxes**, for the requested work shall be provided, including cost breakdowns as follows:
 - principal consultant fees – hourly rate and estimated hours required to complete project.
 - sub-consultant fees, if any – total amount allocated for sub- contracted work.
 - travel costs – total amount allocated for travel.
 - other out of pocket costs, if any.

- **Timeline – 20%**
 - The proponent's availability of resources and workplan must clearly demonstrate project completion.

6.0- FEES AND DISBURSEMENTS

This project has been generously funded by the Provincial Government of BC under the Rural Dividend program in the amount not to exceed \$60,000.00.

The Proponent shall provide a lump sum cost. Any costs incurred by the Consultant above the submitted lump sum costs will be the sole responsibility of the Consultant.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items.