

Request for Proposal

RFP No. 2021-HR-01

Lone Worker Monitoring System Provider

June 25th, 2021

Capital Regional District
625 Fisgard Street, Victoria BC V8W 2S6

TABLE OF CONTENTS

| | | |
|----------|---|----------|
| 1 | INSTRUCTIONS TO PROPONENTS | 3 |
| 1.1 | Invitation | 3 |
| 1.2 | Closing Time and Date for Submission of Proposals | 3 |
| 1.3 | Not a Tender | 4 |
| 1.4 | Proposal Documents | 4 |
| 1.5 | Inquiries | 4 |
| 1.6 | Information Meeting | 4 |
| 1.7 | Addenda | 4 |
| 1.8 | Late Proposals | 4 |
| 1.9 | Amendments to Proposals | 4 |
| 1.10 | CRD's Right to Modify Terms and Negotiate | 5 |
| 1.11 | Examination of Contract Documents and Site | 5 |
| 1.12 | Extension of Contract to other Divisions and Facilities | 5 |
| 2 | PROPOSAL SUBMISSION FORM AND CONTENTS | 5 |
| 2.1 | Package | 5 |
| 2.2 | Form of Proposal | 5 |
| 2.3 | Signature | 5 |
| 3 | EVALUATION AND SELECTION | 6 |
| 3.1 | Evaluation Team | 6 |
| 3.2 | Evaluation Criteria | 6 |
| 3.3 | Litigation | 6 |
| 3.4 | Additional Information | 6 |
| 3.5 | Interviews | 6 |
| 3.6 | Multiple Preferred Proposals | 7 |
| 3.7 | Negotiation of Contract and Award | 7 |
| 4 | GENERAL CONDITIONS | 7 |
| 4.1 | No CRD Obligation | 7 |
| 4.2 | Proponents Expenses | 7 |
| 4.3 | No Contract | 7 |
| 4.4 | Conflict of Interest | 7 |
| 4.5 | Solicitation of CRD Staff, Board Members, Contractors | 7 |
| 4.6 | Disclaimers/Limitations of Liability | 7 |
| 4.7 | Confidentiality | 8 |
| 4.8 | Ownership of Proposals and Freedom of Information | 8 |
| 4.9 | Time | 8 |
| 4.10 | Acceptance of Terms | 8 |
| | RECEIPT CONFIRMATION FORM | 9 |

List of Appendices

CONFIRMATION OF RECEIPT FORM

APPENDIX "A" – SCOPE OF SERVICES

APPENDIX "B" – EVALUATION FORM

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
Lone Worker Monitoring System Provider

RFP NO. 2021-HR-01

1 INSTRUCTIONS TO PROPONENTS

1.1 Invitation

The Capital Regional District ("CRD") invites detailed proposals from Lone Worker Monitoring System Providers (the "Proponents") in strict accordance with these Proposal Documents (CRD, RFP No. 2021-HR-01). The proposals will be evaluated for the selection of a Proponent with the intent to enter into a contract (the "Contract") to provide the services described in Appendix "A".

The Capital Regional District (CRD), hereinafter referred to as the "CRD", invites Proposals for a Lone Worker automated communication service that regularly checks on employees working alone to ensure their safety.

The quantities are estimated annual amounts, initially for a two (2) year period with the option to extend the contract for three (3) additional one (1) year periods upon mutual agreement. The District reserves the right to award in whole or in part. Proponents may be awarded additional follow-on work without a further competition.

A Contract will not necessarily result from this Request for Proposal ("RFP").

1.2 Closing Time and Date for Submission of Proposals

The CRD will accept either a hard copy or an electronic submission.

Hard copy

The CRD will accept three (3) copies of each proposal and one (1) USB, in accordance with the instructions contained herein, at the following specific physical location:

Attention Robert Ingraham
HR & Corporate Safety

Address Capital Regional District
625 Fisgard Street, Victoria BC V8W 2S6

Electronic copy

Submit a PDF copy of your Technical Proposal and Financial Proposal (in two separate files), in accordance to the instructions contained herein, to the following email address:

Address: Ringraham@crd.bc.ca

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. Proposals received electronically with a time stamp after the Closing Time will not be considered.

On or before the following date and time (the "Closing Time"):

Time: 3:00 P.M. [local time]

Date: July 9, 2021

- The CRD reserves the right to extend the Closing Time at its sole discretion.
- Proposals must not be sent by fax.

1.3 Not a Tender

This is a Request for Proposal and not a tender call.

1.4 Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, telephone number and facsimile number to the CRD at the time the Proponent receives a set of Proposal Documents.

- Please use and reference the above RFP number on all correspondence.
- Proponents are advised to read and respond appropriately to all sections of the RFP.
- Incomplete proposals may be rejected at the sole discretion of the CRD.

1.5 Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the "CRD Representative"). Information obtained from any person or source other than the CRD Representative may not be relied upon.

Name: Rob Ingraham

Address: 625 Fisgard Street, Victoria BC V8W 2S6

Fax: 250-360-3076

Telephone: 250-360-31994

Email: ringraham@crd.bc.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 Information Meeting

An information meeting is not applicable and so will not be hosted by the CRD Representative to discuss the CRD's requirements under this RFP.

1.7 Addenda

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum and it will be posted to BC Bid and CRD websites. The addendum(s) will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid. It is the sole responsibility of the Respondents to check BC Bid and the CRD websites for addendum(s) prior to submittal.

1.8 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.9 Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they are received by the CRD's fax machine at least fifteen (15) minutes prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and

in no event disclose the actual proposal price(s). A Proponent bears all risk that the CRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRD fax number listed in section 1.2.

1.10 CRD's Right to Modify Terms and Negotiate

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.11 Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

1.12 Extension of Contract to other Divisions and Facilities

Proponents should note that the RFP and resulting Contract permits the CRD to extend the Contract and the right to purchase the contracted goods/services under the same price, terms and conditions, to any division or facilities (present or future) in the CRD which may not have participated in this RFP process (the "other facilities").

2 PROPOSAL SUBMISSION FORM AND CONTENTS

2.1 Package

Each Proposal must be submitted using a two-envelope process or two document process. One envelope or document must contain the Proponent's price, fee schedule or cost of its Proposal. This envelope or document must be clearly marked "Financial Proposal" and the other envelope or document must contain the balance of the Proposal and be clearly marked "Technical Proposal". Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number. Proposals that are sent via email must contain two different documents, one marked "Financial Proposal" and the other marked "Technical Proposal".

2.2 Form of Proposal

Proponents must submit their Proposal in accordance with the instructions set out in Appendix "B" – Form of Proposal.

2.3 Signature

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of

the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.

- c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

3 EVALUATION AND SELECTION

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others including CRD staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the CRD, using the following general criteria:

- a) Understanding of issues specific to this assignment including proposed work methodology proposed level of effort, proposed work schedule and sequence of work.
- b) Experience and capability of firms and staff in similar assignments
- c) Past performance of firm and staff as determined from the CRD and references.
- d) Availability and commitment of resources including staff, office and technical support.
- e) Past performance of cost and scheduling control practice.
- f) Fee schedule and total cost of services (upset fee) to the CRD.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "B".

3.3 Litigation

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect the Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with the Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6 Multiple Preferred Proposals

The CRD reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the CRD may decide, and to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CRD that might result or be achieved from the CRD dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7 Negotiation of Contract and Award

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

4 GENERAL CONDITIONS

4.1 No CRD Obligation

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRD or its representatives and contractors relating to or arising from this RFP.

4.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

4.5 Solicitation of CRD Staff, Board Members, Contractors

Proponents and their agents will not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6 Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

4.8 Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

4.9 Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the CRD local area network time.

4.10 Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

CONFIRMATION OF RECEIPT FORM

CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL

RFP No. 2021-HR-01

RECEIPT CONFIRMATION FORM

Please complete this form and return it within five (5) working days from receipt to:

Robert Ingraham

Capital Regional District
625 Fisgard Street, Victoria BC V8W 2S6

Tel: (250) 360-3199 Fax: (250) 360-3076
Email: ringraham@crd.bc.ca

Failure to return this form may result in no further communication regarding this RFP.

COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT EMAIL: _____

CONTACT PERSON: _____

CONTACT EMAIL: _____

PHONE: _____ **FAX:** _____

I have received a copy of the above-noted Request for Proposal, and (check one item):

- we will be submitting a proposal
- we will NOT be submitting a proposal

SIGNATURE: _____

TITLE: _____

DATE: _____

APPENDIX “A” – SCOPE OF SERVICES

Background

Under the Workers' Compensation Act Division 4 – General Duties of Employers, Workers and Others, the CRD must ensure the health and safety of our employees and any other workers present at a workplace where the CRD's work is being carried out, and comply with the OHS provisions, regulations and any applicable order.

The requirements of the BC OHS Regulation sections 4.20.2 to 4.23 are intended to safeguard workers, as defined in the *Workers Compensation Act* ("Act"), who are assigned to work alone or in isolation. The requirements only apply when assistance is not readily available to the worker in the event of an emergency, injury, or illness.

Assistance that is readily available

A worker is considered to be working alone or in isolation when he or she does not have assistance that is readily available in case of emergency, injury, or ill health. In order to determine whether or not assistance is readily available, the following conditions are considered:

- **Presence of others:** Are other people in the vicinity?
- **Awareness:** Will other persons capable of providing assistance be aware of the worker's need?
- **Willingness:** Is it reasonable to expect those other persons will provide assistance?
- **Timeliness:** Will assistance be provided within a reasonable period of time?

Communication systems

Providing workers with electronic means of communication, such as a phone, radio, or personal alarm, does not guarantee that the condition of "assistance that is readily available" has been met. A "person check" system must support the CRD's ability to meet the "readily available" test.

Requirements & Key Deliverables

- Ability to provide a proactive, automated and 'live operator' communication service that is designed to check on staff working alone (provide safety checks). It must be user friendly, cost effective, flexible and most importantly, reliable system that can be set up to accommodate any type of work schedule; whether one works alone in an office, in a distant location, in the community, or driving long distances.
- Must combine innovative technology with trained professionals in an Emergency Monitoring Centre that is available 24hrs a day/7 days a week/365 days per year. .
- Must meet Federal and Provincial working alone regulations.
- Must not require the purchase of any hardware or software. The 'lone worker' must only require access to a phone (*Landline, Cell or Smartphone, Satellite Phone*).
- Must take seconds to respond to an employee safety check.
- The ability to check worker well-being in remote locations. Land-based telephone lines and security services are typically unavailable, and cell phone coverage may be limited or non-existent. Explain how your system works in remote locations.
- Wireless hand-held alerting for emergencies and GPS tracking ability.
- Ability to provide an after-hours, weekend, and stat holiday support request from the public. Provide an answering service that contacts standby staff.

CRD Consultants Policy—Evaluation Procedures

Both technical merit and cost are awarded a maximum of 500 points each, for a total potential of 1,000 evaluation points. Technical proposals will be opened and marked out of a total score of 500 points against the evaluation grid before any financial proposals are opened. Each technical presentation will be evaluated on the basis of the firm's experience, competence of its personnel and acceptability of the method proposed.

A firm's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the Capital Regional District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 500 points. The financial proposal with the lowest cost of fees will be awarded 500 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed costs exceeds the cost of the lowest qualified proposal will be the percentage by which the 500 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed cost of Firm A exceeds the lowest proposed cost (Firm B) by 10%,

Firm A will add 500 minus (10% of 500), or 450 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the Region.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and reimbursable expenses will be taken into account in the proposal evaluation.

DEBRIEFING

Subsequent to final selection of a firm for contract award, all other proposing firms have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 350 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened.