

# **Request for Proposals**

For

Cowichan Air Transport Feasibility Study

Request for Proposals No.: R19-20

Issued: March 4, 2019

Submission Deadline: March 27, 2019 at 2:00 pm local time

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# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

#### 1.1 Invitation to Proponents

This Request for Proposals (the "RFP") is an invitation by the Cowichan Valley Regional District (the "CVRD") to prospective proponents to submit proposals for the **Cowichan Air Transport Feasibility Study**, as further described in Section A of the RFP Particulars (Appendix D)(the "Deliverables").

#### 1.2 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

#### Anthony Jeffery

#### Email: <u>purchasing@cvrd.bc.ca</u>

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the CVRD, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

#### **1.3** Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the CVRD for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. It is the CVRD's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of **6 months**, with an option in favour of the CVRD to extend the agreement on the same terms and conditions for an additional term of up to **3 months**.

#### 1.4 **RFP** Timetable

Issue Date of RFP	March 4, 2019
Deadline for Questions	March 19, 4:00 p.m. local time
Deadline for Issuing Addenda	March 21, 4:00 p.m. local time
Submission Deadline	March 27, 2019 4:00 p.m. local time
Rectification Period	Three business days
Interviews	April 3-5, 2019
Anticipated Ranking of Proponents	April 10, 2019
Contract Negotiation Period	Five business days
Anticipated Execution of Agreement	April 17, 2019

The RFP timetable is tentative only, and may be changed by the CVRD at any time. For greater clarity, business days means all days that the CVRD is open for business.

## 1.5 Submission of Proposals

### **1.5.1** Proposals to be Submitted to Prescribed Location

Proposals must be submitted at: <a href="mailto:purchasing@cvrd.bc.ca">purchasing@cvrd.bc.ca</a>

### **1.5.2** Proposals to be Submitted on Time

Proposals must be submitted to the email address set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. The CVRD does not accept any responsibility for proposals delivered to any other email address or by any other means by the proponent. Proponents are advised to submit their Proposals well before the deadline. Proponents submitting proposals near the deadline do so at their own risk. Proposals will be deemed to be received when they enter into the CVRD system and the CVRD accepts no responsibility for proposals sent prior to the deadline that fail for any reason to enter into the CVRD system by the deadline.

The determination of whether the proposal is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by the CVRD's server, whether or not accurate.

#### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents must submit one electronic copy of their proposal to the email address noted in 1.5.1. The email should indicate the RFP title and number (see RFP cover page) in the subject line and the full legal name of the proponent in the body of the email.

Proponents should note that the maximum acceptable email size is 8MB. If greater than 8MB, proponents should email proposals in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the Submission Deadline.

#### 1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in the same prescribed format as detailed in 1.5.3. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

#### 1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be emailed to the RFP Contact in the same prescribed format as detailed in 1.5.3 and must be signed by an authorized representative of the proponent. The CVRD is under no obligation to return withdrawn proposals.

[End of Part 1]

# PART 2- EVALUATION, NEGOTIATIONAND AWARD

# 2.1 Stages of Evaluation and Negotiation

The CVRD will conduct the evaluation of proposals and negotiations in the following stages:

## 2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the CVRD will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the CVRD issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

## 2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

## 2.3.1 Mandatory Technical Requirements

The CVRD will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the CVRD as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

## 2.3.2 Rated Criteria

The CVRD will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

## 2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

## 2.5 Stage IV – Ranking and Contract Negotiations

#### 2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the CVRD.In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

# 2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the CVRD or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. Negotiations may include requests by the CVRD for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the CVRD for improved pricing or performance terms from the proponent.

# 2.5.3 Time Period for Negotiations

The CVRD intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the CVRD invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## 2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the CVRD may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the CVRD elects to cancel the RFP process.

## 2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

# PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

## 3.1 General Information and Instructions

## 3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

## 3.1.2 Proposals in English

All proposals are to be in English only.

## 3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

## 3.1.4 Past Performance

In the evaluation process, the CVRD may consider the proponent's past performance or conduct on previous contracts with the CVRD or other institutions.

#### 3.1.5 Information in RFP Only an Estimate

The CVRD and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### 3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### 3.1.7 Proposal to be Retained by the CVRD

The CVRD will not return the proposal or any accompanying documentation submitted by a proponent.

#### 3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The CVRD makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The CVRD may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

# 3.2 Communication after Issuance of RFP

# 3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The CVRD is under no obligation to provide additional information, and the CVRD is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The CVRD is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

## 3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the CVRD, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the CVRD. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

# 3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the CVRD determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the CVRD may extend the Submission Deadline for a reasonable period of time.

## 3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the CVRD may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The CVRD may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

## 3.3 Notification and Debriefing

## **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the CVRD and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

## 3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

## 3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the CVRD's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

## 3.4 Conflict of Interest and Prohibited Conduct

### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the CVRD in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### 3.4.2 Disqualification for Conflict of Interest

The CVRD may disqualify a proponent for any conduct, situation or circumstances, determined by the CVRD, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

#### 3.4.3 Disqualification for Prohibited Conduct

The CVRD may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the CVRD determines that the proponent has engaged in any conduct prohibited by this RFP.

#### 3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

## 3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### 3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

## 3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the CVRD; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

## 3.4.8 Past Performance or Past Conduct

The CVRD may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the CVRD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

#### 3.5 Confidential Information

#### 3.5.1 Confidential Information of the CVRD

All information provided by or obtained from the CVRD in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the CVRD and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the CVRD; and
- (d) must be returned by the proponent to the CVRD immediately upon the request of the CVRD.

## 3.5.2 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 the CVRD. The confidentiality of such information will be maintained by the CVRD, except as otherwise required by 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 the CVRD 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.

#### 3.6 **Procurement Process Non-Binding**

#### 3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the CVRD will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### 3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the CVRD by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### 3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the CVRD to enter into an agreement for the Deliverables.

#### 3.6.4 Cancellation

The CVRD may cancel or amend the RFP process without liability at any time.

#### 3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

# **APPENDIX A – FORM OF AGREEMENT**

A Purchase Order will be issued to the successful proponent based on the Terms & Conditions found here:

https://www.cvrd.bc.ca/DocumentCenter/View/90950/CVRD\_PO-Terms-andConditions--FINAL

# **APPENDIX B – SUBMISSION FORM**

#### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.				
Full Legal Name of Proponent:				
Any Other Relevant Name under which Proponent Carries on Business:				
Street Address:				
City, Province/State:				
Postal Code:				
Phone Number:				
Fax Number:				
Company Website (if any):				
Proponent Contact Name and Title:				
Proponent Contact Phone:				
Proponent Contact Fax:				
Proponent Contact Email:				

#### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the CVRD and the proponent unless and until the CVRD and the proponent execute a written agreement for the Deliverables.

#### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

#### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### 5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

### 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### 7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the CVRD within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

□ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

## 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the CVRD to the advisers retained by the CVRD to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

# **APPENDIX C – PRICING**

#### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below ("Required Pricing Information") by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

#### 2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

*lowest price* ÷ *proponent's price* × *weighting* = *proponent's pricing points* 

#### 3. Required Pricing Information

The respondent should provide a breakdown of team members and roles, sub consultants, contractors, tasks hours and fees. An example is shown below:

Pricing Table						
Task Name	Staff Name & Hourly Fee	Staff Name & Hourly Fee	Staff Name & Hourly Fee	Total Time	Time Costs	Task Total
Task 1	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Task 2	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Task 3	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Task 4	(hrs)	(hrs)	(hrs)	(hrs)	\$	\$
Subtotal Hours	(hrs)	(hrs)	(hrs)	(hrs)		
Total Consulting Fees	-	-	-	-	-	\$
Disbursements						
Ex. Travel related expenses	-	-	-	-	-	\$
Disbursement 2	-	-	-	_	-	\$

Total Disbursements	-	-	-	-	-	\$
					Total Project Fee (Consulting	
					+	
					Disbursements)	\$
					GST @ 5 %	\$
					Total Fees	\$

# **APPENDIX D – RFP PARTICULARS**

## A. THE DELIVERABLES

#### Study Rationale:

- The state of air transport in Cowichan is a vital economic consideration when it comes to public safety and serving the growing needs of our residents, businesses and industry sectors.
- As articulated in the support letters Economic Development Cowichan has received for conducting the study, air transport has important links to the development of key sectors in the region – like tourism, forestry, tech and manufacturing. Access to air transport also impacts the safety and security of residents and public and private infrastructure in Cowichan.
- The CVRD requires a strategy that addresses future air transport needs in Cowichan and spells out the respective roles of federal, provincial, and regional government in supporting air transport.

#### Purpose of the Study:

- To examine the **business case** for developing new air transport services in the Cowichan region based on the growing population of the region, the evolution of the region's air transport needs over time, the relationship between air transport and public safety/emergency management and the opportunities for supporting sector growth in the region.
- To quantify the **demand for new services** based on stakeholder consultations with private sector partners, public safety and emergency management representatives, and other industry players
- To outline the **potential scope of the air transport infrastructure** based on short and long-term use considerations and aeronautic considerations for potential sites.
- To identify a sustainable **business model** for potential air transport facilities based on estimates for constructing and operating the facility and the potential revenue streams that can come into play for supporting the facility.
- To define the **legislative**, **zoning**, **permitting and community consultation processes** that will come into play if new air transport facilities are considered.

#### **B. STUDY COMPONENTS**

#### **Business Case Components**

- 1. Fifty-year History of Aviation Development in the Region/Status of existing air transport facilities
- 2. Inventory of Current Aviation Resources in the Region (for commercial passenger, cargo/freight and emergency management)
- 3. Population Growth Impacts on Air Transportation Needs (Cowichan's needs in 2050)
- 4. Relationship to the Nanaimo and Victoria Airports, Vancouver Island and the southwest coastal region of British Columbia. Network of air transport facilities including links to the Lower mainland and the United States.

## Forecast Demand for New Air Transportation Services in Cowichan

- 1. Commercial passenger demand (Niche markets, sector-based demand)
- 2. Public Safety/Emergency Management Demand
- 3. Cargo Shipment Demand
- 4. Private Commercial/Industrial Land Partnerships

### Scope of the Air Transportation Infrastructure

- 1. Potential Site Considerations, including but not limited to:
  - a. Optimal Runway length potential and orientation (under different short and long-term cost scenarios.)
  - b. Weather and other operational factors including prevailing wind and suitability for year-round use
  - c. Compatibility with Transport Canada airspace and airport configuration requirements
  - d. Ease of Ground Transportation Access
  - e. Potential for providing fuel management options
  - f. Proximity to Potential Users
  - g. Potential for Expansion
  - h. Considerations for Impacts on Community
  - i. Summary of any potential site options that arise during stakeholder consultations, as weighed against the site considerations above.

#### 2. Cost Estimates

- a. Site Acquisition and Preparation (ROM costs)
- b. Basic Air Transport Infrastructure Costs (short, medium and long-term)
- c. Annual Maintenance Costs

#### **Business Model Components**

- 1. Air Transportation Infrastructure Costs
- 2. Options for Ancillary Infrastructure (industry clusters, public facilities)
- 3. Estimated Annual Operating Cost Scenarios (HR/management, operational costs)
- 4. Federal and Provincial Revenue Sources to support Air Transportation Infrastructure
- 5. Revenue Sources to support Ancillary Infrastructure Costs (Private, Public Sector Contributions)
- 6. Business Model Options for Supporting Annual Operating Costs (Based on innovative service delivery models developed in other regions, potential private sector and First Nations partnerships, optimal mix of tenants and revenue streams)

#### Legislative and Community Consultation Framework

- 1. Airside jurisdiction within Transport Canada (Regulatory Framework)
- 2. Non-airside jurisdiction within Local Government (Building Code, Zoning, etc.)
- 3. Community Consultation Requirements (Federal, Provincial, Regional)

# C. PROJECT MANAGEMENT STRUCTURE

The consultant will report directly to the Manager of Economic Development Cowichan (EDC) throughout the duration of the project. Reporting shall occur through the submission of bi-weekly written updates to Economic Development Cowichan. In addition, the consultant will be required to attend a minimum of two meetings of a Cowichan Air Transport Study Project Advisory Committee during the duration of the study and in conjunction with submission of the first draft of the report.

## D. PROJECT BUDGET

The Cowichan Air Transport Feasibility Study has an all-inclusive budget of \$30,000.

## E. PROJECT TIMELINE

Date	Project Component	Project Lead
March 4, 2019	RFP for Air Transport Study Issued	CVRD
March 2019	EDC will develop a project stakeholder list and compile background materials for the project consultant.	EDC
Early April, 2019	Convene Project Advisory Panel, consisting of community and business representatives, air transport affiliates and advisors and EDC staff.	EDC
April 17, 2019	Formally engage the Project Consultant	EDC
April-June, 2019	Conduct Project Research and Host Stakeholder and Community Consultations	Consultant
Mid-June 2019	Consultant will meet with Project Advisory Panel to review stakeholder and project research findings	Consultant
July-August 2019	Finalize First Draft of the Project Report and Review with Project Advisory Panel	Consultant
August 2019	Review the First Draft with Project Advisory Panel	Consultant
September 2019	Present Project Report to the CVRD Board	Consultant
Ongoing	Act on Strategy Recommendations/Conduct Follow-up Activities	EDC

## D. MATERIAL DISCLOSURES

N/A

## E. MANDATORY SUBMISSION REQUIREMENTS

## 1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

## 2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

## 3. Other Mandatory Submission Requirements

N/A

## D. MANDATORY TECHNICAL REQUIREMENTS

N/A

## E. PRE-CONDITIONS OF AWARD

#### WorkSafe BC

The successful Proponent will be required to show proof of WorkSafeBC's coverage confirming that the Proponent is active, in good standing, and has met WorkSafeBC's criteria for advance clearance.

#### Insurance

The successful Proponent shall at all times during the currency of this Project and any extension or renewal thereof, at its own expense, obtain and provide the CVRD with evidence of:

Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than Two Million (\$2,000,000) per occurrence. Such policy shall name the CVRD as an additional insured with respect to the liability arising out of the operations of the named insured.

Professional Liability Insurance with a minimum per claim limit of not less than One Million (\$1,000,000), and a minimum annual aggregate of not less than Two Million (\$2,000,000).

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet the minimum threshold score will not proceed to the interview stage of the evaluation process. It is anticipated that the CVRD will interview the two highest evaluated proponents.

Rated Criteria Category	Points	Weighting	Subtotal
i. Experience and Qualifications	/10	3	30
ii. References	/10	2	20
iii. Project Approach	/10	3	30
Pricing (See Appendix C for details)	/20	N/A	20
Minimum Threshold			70/100*
Interviews	/10	2	20
Total Points			120

## Suggested Proposal Content for Non-Price Criteria

Points will be assigned for each criteria based on the information provided in the RFP.

#### i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables;
- (c) the consultant's approach to project research and;
- (d) the roles and responsibilities of the proponent and any of its agents, employees and subcontractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

#### ii. References

(a) Provide three (3) references from clients who have obtained services similar to those requested in this RFQ from the Respondent in the last three (3) years. References should be provided in the format provided in **Appendix E.** 

#### iii. Project Approach – Understanding of Project & Deliverables

- (a) Proponents should clearly demonstrate their understanding of the project requirements as outlined in the RFP in the proposal; and
- (b) Proponents should address all the intended goals of the study through an organized work plan that highlights how these goals will be achieved and identifies any challenges associated with the project.

### Interviews

Interviews will be conducted the week of April 1-5, 2019. They will be up to an hour in length with some questions and answers included. You will be required to address the following questions:

- Why would your firm be the best fit for this project to meet the scope of work?
- What added value would you bring to the project compared to other teams?
- Explain your capacity and availability to meet the Schedule detailed in this RFP.
- Please provide an overview of how your team will interact with the Project Team as well as potential project partners and stakeholders.
- Identify any unique design challenges with the proposed project concept.
- Identify critical project items that you think will define the overall success of the project.

Reference 1
Name:
Organization:
Title:
Email:
Phone Number:
Contract length or years providing service to this organization:
Annual contract value:
Reference 2
Name:
Organization:
Title:
Email:
Phone Number:
Contract length or years providing service to this organization:
Annual contract value:
Reference 3
Name:
Organization:
Title:
Email:
Phone Number:
Contract length or years providing service to this organization:
Annual contract value: