

Request for Proposal Number RFP 2023-ED01

FOR THE PROVISION OF:

Via Rail Operation at the George Little House

For the City of Terrace

Date of Issue: January 18, 2023

Closing Date: March 1, 2023

Closing Time: 2:00 pm Local Time

Deliver To: mhall@terrace.ca

"RFP 2023-ED01" in subject line

Documents included:

Appendix A: Intent to Respond Form
Appendix B: Via Rail Information
Appendix C: George Little House Plans

Schedule A: Proposal Forms

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1 INTRODUCTION

The George Little House (GLH) at 3100 Kalum Street is an important historical building in the City's downtown core. In 2003, the GLH was donated to the City, and since then, the City has intended that it be used as an established community and tourist draw to the downtown; promoting vibrancy through history and culture. One of the ways that the GLH acts in this way is as a Via Rail stop for passenger transportation.

The City is considering entering into a contract for services intended to commence by June 1, 2023 for the operation of the Via Rail Station at the GLH. The detailed requirements are defined in the RFP. Request for Proposals (RFP) documents may be obtained from the BC Bid website (www.bcbid.gov.bc.ca) (the "BC Bid website") and the City's website (www.terrace.ca). If there are any discrepancies between the RFP documents on the City's website and the BC Bid Website, the RFP documents on the BC Bid Website shall prevail.

This RFP is not intended to, and shall not, create any legal obligations or duties of the City of Terrace towards any person for any reason whatsoever, whether in contract, tort, or otherwise. The City, at its sole discretion, and at any time, may or may not enter into negotiations with one or more persons submitting proposals in response to this RFP, or with any other person.

1.1 General Scope of Services

The general scope of services is to operate the Via Rail Station at the GLH, while continuing to position the GLH as a valuable community asset and tourist attraction. Details are outlined in Section 5.

2 PROPOSAL INSTRUCTIONS

2.1 Closing Time and Address for Proposal Delivery

Proposals should be received **on or before 2:00 pm local time on the 1**st **day of March, 2023** (the "**Closing Time**"). Emails containing Proposals, either attached or with links to a cloud sharing service, shall be sent **with "RFP 2023-ED01" included in the subject line** to the following specific email address: mhall@terrace.ca

2.2 Number and Format of Copies

Respondents shall submit their Proposals as a single, consolidated PDF file to the RFP Coordinator via email to the email address identified in Section 2.1. Respondents may attach their Proposals should file size permit; however, if the file is too large to attach directly to the email, Respondents shall use a cloud service (e.g. Google Drive, OneDrive, Dropbox) to share the file via link sharing. If using link sharing, the Proposal shall be shared with its own link; **Proposals in a shared folder with multiple documents will not be accepted**.

2.3 Revisions to Proposals

Proposals may be revised; however, the revisions shall be submitted in a new Proposal, delivered in the same format as required in section 2.2, with a new link in the case of link sharing, at any time before the Closing Time, but not after. Only the most recent Proposal submitted by a Respondent will be considered.

2.4 Information Meeting

An Information Meeting may be hosted by the City of Terrace Representative (RFP Coordinator) to discuss the City's requirements under this RFP (the "Information Meeting"). If the City elects to hold an Information Meeting, it will post notice of the date, time and location of the meeting on the BC Bid website and the City of Terrace website (www.terrace.ca) and provide notice to those parties that have registered their intent to respond as per section 2.6 of this RFP. After the Information Meeting, a written record of questions and answers from the meeting will be provided to registered parties and posted to the BC Bid site and City website (along with any addenda).

2.5 Inquiries

All inquiries related to this RFP must be directed in writing to the person named below or such other person who may be named from time to time by the City (the "RFP Coordinator"). Information obtained from any person or source other than the RFP Coordinator should not be relied upon.

Name: Maggie Hall

Address: 3215 Eby Street, Terrace, BC V8G 2X8

Email: mhall@terrace.ca

All inquiries must be received in writing no later than 2:00 p.m. local time 7 business days before the Closing Time. Hours of business are 8:30 a.m. to 4:30 p.m. PST, Monday through Friday, except statutory holidays.

At the discretion of the City, Inquiries and responses will be recorded and will be distributed to all Respondents who have registered their intent to respond as per section 2.6 of this RFP.

Respondents finding discrepancies or omissions in the RFP (including all schedules) or having doubts as to the meaning or intent of any provision, should immediately notify the RFP Coordinator in writing. If the City determines that an amendment or clarification is required, the RFP Coordinator will issue an addendum.

The City may issue an Addendum up to 5 business days before closing time answering questions received on or before the inquiry deadline to provide Respondents time to do any potential adjustments.

2.6 Intention to Respond and Addenda

If the City issues an addendum, it will be posted on the BC Bid Website and the City website and provided to parties registered as per Section 2.6. Any addenda will form part of the RFP. It is the responsibility of Respondents to check the BC Bid Website and the City Website for addenda.

The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any Respondent. By delivery of a Proposal, the Respondent is deemed to have received, accepted and understood the entire RFP, including any and all addenda. All status inquiries must be directed to the RFP Coordinator.

In order to be included in direct communication related to inquiries or addenda, Respondents are required to communicate their intention to respond to this Request for Proposals by returning a copy of the Intent to Respond form (Appendix A) via email to the RFP Coordinator named in Section 2.5. Addenda will be published on BC Bid and City Website.

2.7 Examination of Contract Documents

Respondents are responsible for reading and familiarizing themselves with the RFP document in its entirety (including all schedules and appendices) before preparing and submitting a Proposal, and highly encouraged to do so before asking the RFP Coordinator questions that may be answered within the RFP document.

2.8 Process after Closing

After the Closing Date and Time, proposals will be evaluated by the Evaluation Team according to the evaluation criteria found in Section 5.6. Evaluation may take multiple weeks, depending on elements of the process including the complexity of proposals and City of Terrace Council approval.

Once a Preferred Respondent has been identified by the evaluation team, the Preferred Respondent will be notified.

Notwithstanding any other provision of this RFP, the execution of a Contract is subject to any negotiation of terms and conditions between the City and any Preferred Respondent. As stated elsewhere in the RFP, the City shall not be contractually bound to any person or organization as a result of this RFP.

Following shared agreement to any negotiation of terms and conditions between the City and any Preferred Respondent, the City may enter into a contract with the Preferred Respondent.

The City is by no means required to notify Respondents who were not selected as the Preferred Respondent, nor debrief with them.

2.9 Conflict of Interest

A Respondent must disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City of Terrace, their elected or appointed officials or employees. The City may rely on such disclosure.

2.10 Solicitation of Council Members, City Staff and City Consultants

Respondents and their agents will not contact any member of the City Council, City staff, or City consultants with respect to this RFP, other than the RFP Coordinator named in Section 2.5 at any time prior to the award of a contract or the cancellation of this RFP.

3 GENERAL CONDITIONS

3.1 Negotiation

The City may negotiate changes to any terms of a Proposal, including terms that form part of this RFP and including prices, and may negotiate with one or more Preferred Respondents.

3.2 Limitation of Liability

Respondents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representative and consultants relating to or arising from the RFP. The City will not be liable to any Respondents for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Respondent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. No Respondent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposals, and by submitting a Proposal each Respondent shall be deemed to have agreed that it has no claim.

3.3 Respondent's Qualifications

By submitting a Proposal, a Respondent represents and warrants to the City that it has the expertise, qualifications, financial resources, and relevant experience to supply the Services described in this RFP.

3.4 Confidentiality

All Proposals become the property of the City upon submission and will not be returned to the Respondents. All Proposals will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" as defined by and is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

3.5 Definitions

In this RFP the following definitions shall apply:

"Approval" or "Approved" means approval in writing by the City of Terrace Representative.

"BC Bid Website" means www.bcbid.gov.bc.ca.

"the City" means the City of Terrace.

"City Representative" means the individual appointed by the City to make decisions related to the Contract.

"City Website" means www.terrace.ca.

"Closing Time" or "Closing Date and Time" has the meaning set out in section 2.1.

- "Contract" means a formal written contract between the Preferred Respondent and the City of Terrace for the performance of the Work.
- "Contractor" means the Respondent whose Proposal has been accepted by the City and includes the Contractor's personal representatives, successors or permitted assigns.
- "Evaluation Team" means the City of Terrace administration and any project partners.
- "Information Meeting" has the meaning set out in section 2.4.
- "PST" means Pacific Standard Time.
- "Preferred Respondent(s)" means the Respondent(s) recommended by the Evaluation Team and approved by the City of Terrace to enter into negotiations for a Contract.
- "**Proposal**" means the submission from the Respondent. Required elements of the proposal are identified in Section 5.1.
- "Project" means the services outlined in Section 1 and Section 5 of this RFP.
- "Respondent" means an entity that submits a Proposal in response to this RFP.
- "Request for Proposals" or "RFP" means Request for Proposals No. 2021-ED01 including Schedules and Appendices attached hereto and any addenda issued by the City.
- "RFP Coordinator" means the person referred to in section 2.5.
- "Services" has the meaning set out in Section 1.1 "General Scope of Services".
- "Statutory Holiday" means any day that may be deemed a statutory holiday by the *Employment Standards Act* (British Columbia).
- "Term" means the term of the Contract, as specified in the Contract (Schedule B).

4 EVALUATION OF PROPOSALS

This section details some of the criteria against which Proposals may be evaluated. The City may utilize further or other criteria in its sole discretion.

The lowest price or any proposal will not necessarily be accepted. The City expressly reserves the right to accept or reject any or all proposals at any time, modify the project schedule, or cancel the RFP for any reason whatsoever without compensation to any person. The City expressly reserves the right to accept the Proposal deemed most favorable to the interests of the City. The City may, at any time and for any reason, negotiate with one or more Preferred Respondent with respect to this RFP or the work contemplated by it.

4.1 Criteria

Proposals not clearly demonstrating that they meet the following criteria may be excluded from further consideration:

- The Proposal should be received at the location specified in Section 2.1 on or before the Closing Date and Time;
- The Proposal must be in English;
- One (1) electronic copy in PDF format must be submitted as per Section 2.2;
- The Proposal should include a completed Proposal Form.

Respondents meeting the mandatory criteria will be evaluated by the point-rated criteria.

Mandatory Criteria (Pass/Fa	il)	
One (1) electronic copy in an email sent to the email specified in Section 2.1.		
Submission received on or before specified Closing Date and Time.		
Must be able to enter into an agreement with the City be July 31, 2025	etween June 1, 2023 and	
Point Rated Criteria	Point Weight	
Respondent's plan to guarantee the City's obligation to Via Rail (Section 5.2)	30%	
Respondent's plan to position the GLH as a community/tourist anchor in the downtown core	30%	
Value Added Elements	5%	
Value for Money	30%	
Overall Quality of Proposal	5%	

5 ADDITIONAL INFORMATION

This section identifies what will be expected as elements of the Proposal. They will be regarded as the minimum requirements, and Respondents may include more elements as they see fit or offer rationale towards any exclusion of minimum requirements.

5.1 Proposal Elements

In addition to the criteria outlined in Sections 1.1 and 4.1, the rest of the proposal submission is required to include the following:

- Cover letter
- Table of Contents
- Individual or organization description, Qualifications, and References
- Understanding of Scope
- Approach and methods, and outcomes from tasks outlined in Section 5.2
- Fees associated with each task outlined in Section 5.2

- Value Additions if in addition to minimum elements outlined in Section 5.2, with costs associated
- Insurance coverage and licensing information, including business and/or professional liability and worker's compensation board clearance (e.g. WorkSafe BC when working in BC).

Respondents are asked to have their proposals ordered according to the above list.

5.2 Project Elements

The following list outlines elements that are expected to be included in the services provided. These elements provide Respondents the framework on which to associate fees. Should Respondents wish to include more items, they may, and should Respondents consider an element to be redundant, unnecessary or otherwise, they will indicate rationale in their Proposal as to why it is excluded.

Minimum elements are as follows:

- Respondents demonstrate that they are able to fulfil all of the City's obligations to Via Rail (see Appendix B for the agreement conditions between Via Rail and the City of Terrace and other important Via Rail information). If Respondents are unable to meet all of the obligations noted in Appendix B, "City of Terrace Commitments to Via Rail", they should indicate which items they will be able to take on, and which they expect the City of Terrace or a subcontractor to take on. Key items that the City expects Respondents would provide include:
 - Maintain public washrooms
 - Regular janitorial services within the whole premises of the GLH (see Appendix
 This includes top floor, main floor, and basement)
 - o Provide lawn mowing and maintain landscaped areas (see Appendix C)
 - Provide snow removal from walks and driveways and ensure sanding/salting is undertaken to prevent slip and falls (see Appendix C)
 - Display signage with train arrival and departure times
 - Provide seating for approximately 20 passengers and/or guests within the main waiting area during Via Rail's arrivals and departures (minimum of one hour before and 30 minutes after the actual arrival and departure of trains; schedule is below)

Day of the Week	Arrival/Departure Time
Monday	18:05
Tuesday	-
Wednesday	10:25
Thursday	18:05
Friday	10:25

Saturday	18:05
Sunday	10:25

The vision for the GLH is as a community/tourist downtown anchor. According to the City
of Terrace's Official Community Plan:

"Having a vibrant, safe, pedestrian friendly downtown is an important component of every community. Great downtowns support small businesses and can help to attract new residents and tourism. A City's downtown is vital to the success of the local economy and enhancement of business, social, cultural, government and residential activities." page 33

Respondents must demonstrate and describe how they will position the building and property as a community and/or tourist asset. This may include, but is not limited to:

- Renting meeting space within the building to community groups
- Allowing general public to access the building or certain facilities at designated points during the week
- Selling or displaying local artwork
- o Providing historical information or public displays
- Others
- The respondent must ensure efficient and consistent communication with City representatives regarding building maintenance, contract management, and other issues as they arise.
- Respondents must be able to fulfil their obligations and enter into an agreement during the whole period between June 1, 2023 to July 31, 2025 with the possibility to extend.

Respondents will be entitled to operate a non-profit organization or for-profit business from the GLH, providing they have or are able to obtain the appropriate licences and the use conforms with the current zoning of the property (C7- Downtown Cultural). Primary uses for C7 zoning include:

- Art and cultural facility
- Artisan shop
- Entertainment facility
- Hotel
- Mixed use building
- Museum
- Neighbourhood pub
- Office
- Personal service establishment
- Recreation facility Indoor
- Restaurant

- Retail store
- Transportation use

Respondents will be responsible for applying for, paying for, and obtaining any and all building permits, business licenses and other permitting fees that may be incurred to allow the use. Building modifications and renovations may be permitted if they meet Building Code Regulations and any other requirements.

Respondents should take into consideration that the current operator of the GLH has a no-cost arrangement with an Indigenous carver who occupies space in the basement of the GLH.

5.3 Intended Price for Proposal

The City is willing to entertain a variety of different price structures for this agreement. Respondents should provide details to the fee structure that they propose. While price is a contributing factor in selection, added community value is as well. The following are examples of fee structures that the City will entertain, but is not an exhaustive list. Respondents are encouraged to think outside of the box in their proposals.

Fee-for-service:

 Respondents agree to manage the Via Rail agreement at the GLH as indicated in Section 5.2, and charge the City a monthly fee to do so

Win-win:

 Respondents operate their non-profit or for-profit business out of the GLH and in exchange, agree to maintain the City's agreement with Via Rail. No money changes hands.

Respondent-contribution:

- Respondents pay the City monthly to operate their non-profit or for-profit business out of the GLH and still maintain the Via Rail contract OR
- Respondents contribute a portion of revenues to the City in exchange for occupying the GLH, and still maintain the Via Rail contract

5.4 Value Additions

Proposals may include additional items that are additional to elements outlined in Section 5.2, and any associated costs and rationale behind the items should be included.

Appendix A: Intent to Respond Form

Company Name:				
Contact Name:				
Contact Title:				
Telephone Number:				
Contact e-mail:				
Signature:				
Date:				
☐ We intend to respond to RFP 2023-ED01 – Via Rail Operation at the George Little House				
Reason(s):				
_				

PLEASE NOTE: Submission of this form indicates the Respondent's intent to respond, however, it does not obligate the Respondent to respond.

Appendix B: Via Rail Information

The following contains important information about the City's obligations to Via Rail, as well as information about Via Rail's service for which Respondents must be able to accommodate.

Train Schedule:

Day of the Week	Arrival/Departure Time	Direction
Monday	18:05	Westbound
Tuesday	-	
Wednesday	10:25	Eastbound
Thursday	18:05	Westbound
Friday	10:25	Eastbound
Saturday	18:05	Westbound
Sunday	10:25	Eastbound

Passenger Volume:

According to Via Rail, an average of 1,000 passengers arrive and depart from the Terrace station annually.

The City is currently waiting to receive further clarification from Via Rail on actual numbers of on/off passengers annually over the past five years, and the on-time performance at the Terrace station, with consideration of a thirty minute window. An addendum to this RFP will be provided once this information is received.

City of Terrace Commitments to Via Rail

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SCHEDULE "B"

LANDLORD'S SERVICES

The Landlord covenants to supply the following specified services:

ELECTRICAL, MECHANICAL & PLUMBING INSTALLATIONS

The provision of all utilities and male, female and handicapped washrooms appropriate to the Premises and its use and the regular and proper maintenance of all electrical (including lamp fixture ballasts), mechanical and plumbing installations in the Building and necessary for their adequate operation.

2. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

Provide cleaning and maintenance of all lighting fixtures and installation of such new tubes and bulbs as may be required.

3. HOT AND COLD WATER

The provision of an adequate hot and cold water supply to the Building

4. CLEANING AND SUPPLIES

The regular and effective cleaning of the exterior of the Building and its windows, the interior common areas and lobbies and washrooms in joint use with any other occupants together with the maintenance of proper and adequate supplies for those washrooms, plus the provision of janitorial services within the Premises to a standard and quality consistent with the janitorial services provided within the offices of the City of Terrace.

5. REDECORATION & REFURBISHMENT

The maintenance of a regular program of redecoration and refurbishment of all public and common areas of the Building.

REFUSE DISPOSAL

The proper sanitary storage and weekly disposal of all refuse.

7. EMERGENCY FACILITIES

The regular and proper maintenance and testing of all emergency installations, including the maintenance of fire extinguishers, clear exit corridors and stairs, closure of fire doors and the institution of regular emergency drills.

MAINTAIN GROUNDS

The regular and proper maintenance of landscaping, outside furniture and paved surfaces of the Building including the removal of snow from walks and driveways.

10. PROVISION OF PAY PHONE AND SEATING

The provision of a pay phone and seating for approximately twenty (20) VIA Rail passengers and/or guest within the main waiting area of the Premises.

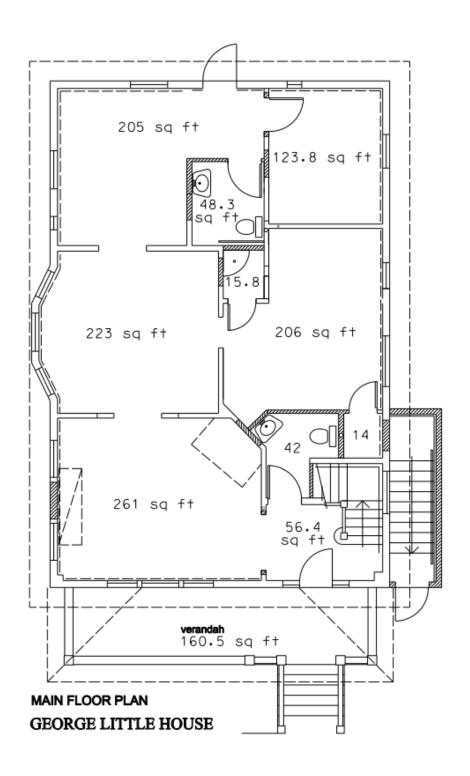
SCHEDULE BOARD

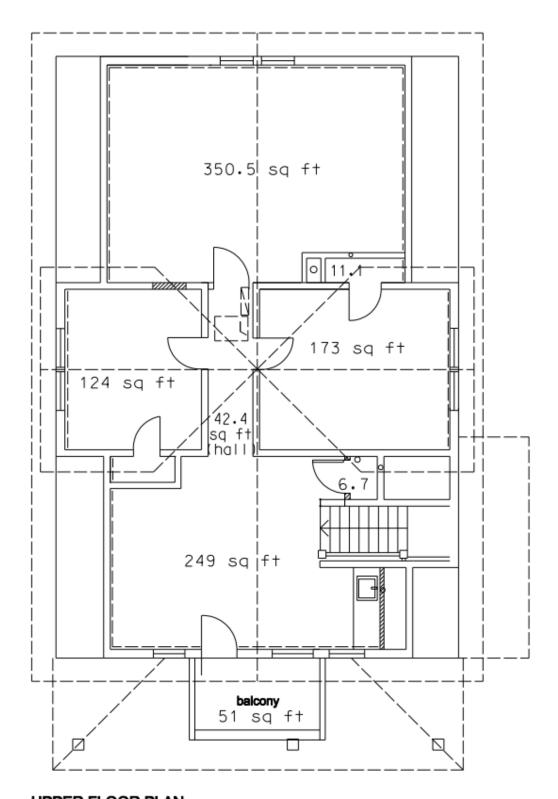
To install on the Building a suitable Schedule Board sign showing train arrival and departure times to be provided by the Tenant.

13. RELOCATE SIGN

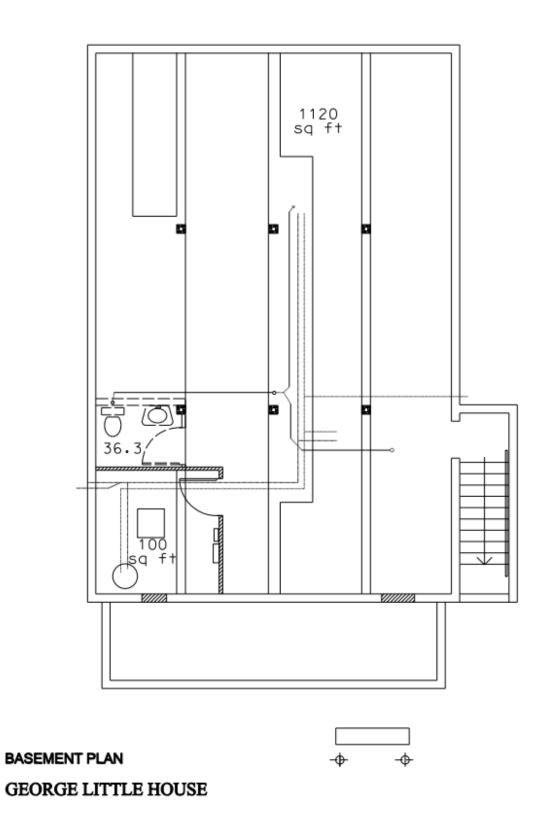
To relocate the existing VIA Rail sign to the exterior of the Building.

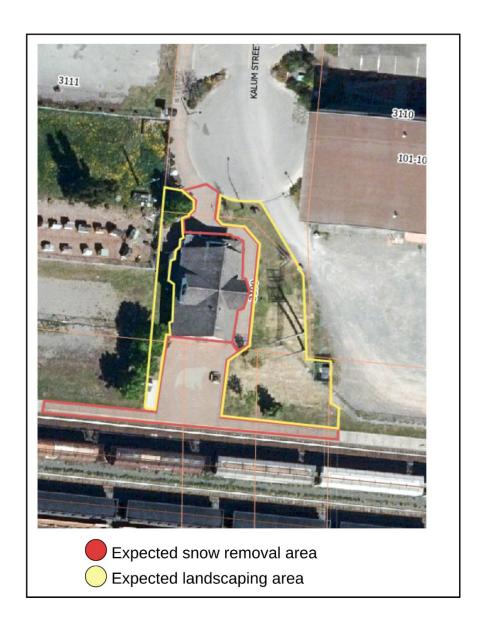
Appendix C: George Little House Plans





UPPER FLOOR PLAN
GEORGE LITTLE HOUSE





Schedule A: Proposal Form

Proposal Form

Project:	Via Rail Operation at the George Little House	
Project No.:	RFP 2023-ED01	
From:	Company name or Individual Name (if not associated with a company)	
Address:		
	Street address or postal box number, city/town, province, and postal code	
To:	City of Terrace	
Address:	3215 Eby Street, Terrace, BC V8G 2X8 via email to mhall@terrace.ca	
Attention:	Maggie Hall – Deputy City Manager, Economic Development Officer	
We, the undersigned, having read, understood and accepted the Request for Proposal Documents for the above-named Project, including Addendum Number(s) to, hereby submit a non-binding Proposal for the Work, in accordance with the Request for Proposals		

Instructions

Provide the fee for service as described in section 1.1 and 5.2 of the RFP in 2023 Canadian dollars. The prices must include all costs to perform the Work including all costs of supervision, labour, material, equipment, overhead, travel, financing, insurance, head office, and all other costs and expenses whatsoever incurred in performing the Work, and include all profit, and all applicable taxes.

Proposal Form

We, the undersigned, declare that:

- 1. We have arrived at this Proposal without collusion with any competitor;
- 2. No member of the City of Terrace Council and no other officer or employee of the City is, will be, or has become interested, directly or indirectly, as a contracting party, partner, surety or otherwise in, or in the performance of the Contract, or in the supply, services, or business to which it relates, or in any portion of the profits thereof, or any of the money to be derived there from.

Signed and submitted	by:		
Company Name		Signing Officer's Signature	
Title of Authorized Sig	gning Officer	Printed Name	
Signature of Witness		Printed Name of Witness	
Dated this	day of	. 2023	