



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

For

**SCADA AND COMMUNICATION UPDATES FOR SUN VALLEY AND WILLOWBROOK
WATER SYSTEMS AND OKANAGAN FALLS SEWER SYSTEM**

RDOS-17-PW-45

OCTOBER 30, 2017

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

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WILLOWBROOK WATER SYSTEMS AND OKANAGAN FALLS SEWER SYSTEM**

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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen is requesting submission of proposals from qualified proponents to design, in co-operation with the Regional District, and install various SCADA and communication upgrades into selected Regional District infrastructure. The Contractor/Consultant will provide any engineering, supply, installation, programming, training and documentation required to bring the works into service for the three systems.

1.2. BACKGROUND

The Regional District of Okanagan-Similkameen owns and operates several water and sewer systems. Three of these systems have been identified as requiring upgrades to the SCADA or communications systems.

In 2016, the Regional District applied for funding under the Clean Water and Wastewater Fund grant to carry out works on three systems. In early 2017, news was received that all three applications had been approved for grant funding. The three systems are:

- **Sun Valley water system.** Ownership was transferred from the Sun Valley Irrigation District to the RDOS on January 1, 2017. The Sun Valley Water System is located in the southeast area of Okanagan Falls in Electoral Area D and provides domestic and irrigation water to 28 connections. The water source is a deep well with a 50 hp pump installed that feeds into a reservoir. The water demand on the system ranges from 7.5 US gpm in the winter, to 550 US gpm during the summer months. The reservoir is located at the bottom of the water system so all the water is pumped up to the customers by a series of four pumps that start as demand increases. There are eight hydrants on the water system and fire protection is provided by OK Falls Fire Department. The system does not have any type of SCADA or communication devices for the operators to assess the system without physically coming out to the site.
- **Willowbrook water system.** Ownership was transferred from the Willowbrook Utilities Ltd. to the RDOS on July 1, 2016. The Willowbrook water system is located within Electoral Area C between Oliver and Okanagan Falls. It provides drinking and irrigation water to approximately 80 connections. The water source, a groundwater well, pumps into the distribution system and up to a reservoir on a nearby property. The reservoir feeds the distribution system, of approximately 4.5 km of pipe, by gravity to each connection. Similar to Sun Valley, the Willowbrook system does not have any type of SCADA or communication devices for the operators to assess the system without physically coming out to the site.

- **Okanagan Falls sanitary sewer lift stations**. The Okanagan Falls sanitary sewer system serves the community of Okanagan Falls with the collected waste processed at the Okanagan Falls Wastewater Treatment Plant (WWTP). The collection system currently operates three lift stations that do not contain sufficient monitoring or alarming to notify an operator if issues arise. Additionally, several manholes are near the lakeshore require level sensors to detect rising levels to prevent an overflow event.

The Regional District understands that all of the SCADA and communication needs for these systems will not be completed within the available budgets as provided in Section 5.1. One of the key components of this project will be to provide a complete design and implementation plan for the upgrades so future additions can be added as budget becomes available for each system.

1.3. SUPPORTING DOCUMENTS

The following document is available for use in the drafting of proposals:

- MMM Group Limited – Willowbrook Water System Assessment 2015

Please email Darcy Kirkpatrick for an electronic copy of the document:
dkirkpatrick@rdos.bc.ca

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address or email set out above by the Closing Time. If submitting by hardcopy please enclose three (3) hard copies and an electronic copy on a memory stick.

The Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the RFP program title, and be addressed to the following:

**Liisa M. Bloomfield, P.Eng., PMP
Public Works Department – Engineering Services
Regional District of Okanagan-Similkameen
101 Martin Street, Penticton, B.C. V2A 5J9**

AND/OR

The Proposals should be e-mailed to the following:

Liisa M. Bloomfield at Lbloomfield@rdos.bc.ca

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

**TIME: 2:00 PM local time
DATE: Monday, November 20, 2017**

Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the address above.

It is the Proponent's sole responsibility to ensure their revisions were received, at the e-mail or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated.

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses providing new information will be recorded and distributed through an addendum.

Liisa M Bloomfield, Engineering Supervisor
Email: Lbloomfield@rdos.bc.ca

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

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addenda emailed directly to the Proponents from the Regional District. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any representative of the Regional District.

2.3. MANDATORY PRE-PROPOSAL SITE MEETING

A **MANDATORY** pre-proposal site meeting is scheduled for **1:00 PM on Thursday November 9, 2017**. The meeting will begin at the Willowbrook water system pumphouse located at 181 Carr Crescent in Willowbrook. See Section 7 for a location map to the site.

This site meeting will be the only opportunity proponents will have to view the sites prior to the proposal submission. Please contact the RDOS to confirm attendance.

Please email Darcy Kirkpatrick to confirm attendance and receive a location map:
dkirkpatrick@rdos.bc.ca

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“Agreement” or **“Contract”** means a contract that is issued to formalize the Work with the successful Proponent based on the proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the Regional District.;

“Contractor” means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

“must” or **“mandatory”** or **“shall”** means a requirement that must be met;

“Proponent” means the responder to this RFP with the legal capacity to contract;

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

“Regional District” means the Regional District of Okanagan-Similkameen;

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

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“should” or **“may”** means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement

“Work” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda. The Proponent shall provide a brief listing of all proposed modifications and /or deletions to the terms and conditions set out in the RFP, or it will be deemed that every clause will be strictly adhered to.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s Proposal.

3.3. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.4. PROPOSAL EVALUATION

The Regional District recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District’s interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix A contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

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

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdrawal the Request for Proposals.

3.5. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.6. PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing date.

3.7. NO CONTRACT

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

on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.8. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal for the Work will be made in writing from the Regional District, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Regional District to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those contained in the sample Contracting Services Agreement provided in Appendix B. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments. Any agreement arising from this Request for Proposals will be governed in accordance with the laws of the Province of British Columbia.

3.9. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

3.10. CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a "public body" as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under "Freedom of Information" legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or

other negotiations of the Proponent.

3.11. 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 Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the Regional District jurisdiction. The Regional District may rely on such disclosure.

3.12. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.13. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the Employment Standards Act of British Columbia (as amended from time to time), the Workers Compensation Act of British Columbia (as amended from time to time), the Employment Insurance Act of Canada (as amended from time to time), health pay contributions or otherwise.

3.14. LITIGATION

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

4. GENERAL PROPOSAL CONTENT

Content to be included in the Proposal at minimum includes:

4.1. CONTRACTOR INFORMATION

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the Regional District. Describe the work to be performed by the project manager and his/ her qualifications and substantive experience directly related to the proposed Work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals including the project manager and sub-consultant(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the Regional District."

- **REFERENCES:** The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Contractor and project team. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP within the project schedule.

4.2. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District.

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project, specifically an understanding of the project critical issues.

4.3. SCHEDULING

This project is subject to the scheduling requirements as per the Clean Water and Wastewater Fund grant program. The date that all work must be completed is March 31, 2018.

The Regional District considers time to be of great importance and would like his project completed in the shortest timeframe possible. Provide an estimated schedule for the entire project using assumptions based on past relevant experience.

The anticipated day of award to the successful Contractor is December 8, 2017.

4.4. FEES AND DISBURSEMENTS

The Proposal shall contain a breakdown of fees by task as described in Section 7.0.

4.5. SUB-CONSULTANTS

The Proposal shall include the company name of all subcontractors and subconsultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and subconsultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors and subconsultants prior to acceptance of the Proposal.

4.6. PROPOSAL INNOVATION

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions.

4.7. SAFETY REQUIREMENTS

During completion of the work, the Contractor is required to meet or exceed at all times, the requirements as detailed in the Regional District Health & Safety Manual. Prior to any onsite work, the successful Contractor will provide their Health and Safety Manual to the Regional District at the time of Contract award.

4.8. WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

5. SCOPE OF WORK AND SCHEDULE

5.1. MAXIMUM AVAILABLE BUDGET

The maximum available budget for each system, before taxes, to complete a full design and implementation plan, as well as supply, install, program, troubleshoot, train and document selected priority works, is as follows:

- \$30,000 for the Okanagan Falls lift station SCADA system
- \$34,000 for the Willowbrook pump house and reservoir communications system
- \$32,000 for the Sun Valley pumphouse and reservoir communications system

The Regional District understands that these budgets will not be sufficient to complete the full extent of priority items listed below for each system in terms of SCADA and communication upgrades. One of the main goals of the project is to prepare a complete design with specifications and implementation plans for the full upgrades needed and complete the highest priority items within the available budget. The remaining items will be added as budget is available in the future.

The intent of providing the available budgets is to allow proponents to consider what scope of work could be accomplished with installation of SCADA and/or communications into Sun Valley and Willowbrook Water Systems and various communications and sensors into lift stations and manholes in the Okanagan Falls sewer system.

The priority items listed below were developed by operations staff and are minimum expectations, but may not be an exhaustive list of all items required for the overall project.

5.2. SCADA DESIGN

Quotations will contain hourly rates for SCADA/communications system design including layout and an estimate of equipment and materials based on the priority requirements of the systems provided below.

It is expected that the successful proponent will chair meetings with engineering and operations personnel to determine a list of requirements, final design and implementation plan for the three SCADA systems. The systems will have the following suggested capabilities:

The RDOS prefers to use manufacturers of equipment already in use in its other SCADA installations.

The water systems will be added into the existing monitoring software, iFix. During design phase the select Contractor will meet with operators in order to familiarize themselves with the RDOS current software and ensure all designed systems are compatible

It is the intent of the RDOS to ultimately install full SCADA and communication capabilities to these systems. This is the initial step to install as much as possible and make a plan for future additions to the system.

Okanagan Falls Lift Stations SCADA Equipment Requirements:

Priorities:

1. To install the appropriate communications equipment in LS#1 and LS#2 to communicate with LS#3 to transmit alarms for “High Level” and “Pump Failure” from LS #1 and LS#2. LS#3 has a Programmable Logic Controller and Automated Dialer.
2. To provide alarming for the above through the PLC and Automated Dialer at LS#3.
3. To install ultrasonic level monitoring in LS#1 and LS#2 complete with a digital readout in each LS enclosure.
4. Alternative, integrate the above works into the SCADA system at the Wastewater Treatment Plant for both trending and alarming purposes.
5. To install the appropriate level sensing and communications equipment in selected manholes to communicate with the nearest available LS to provide alarming.

Willowbrook SCADA Equipment requirements:

Priorities:

1. Remote alarming to notify Operators of a Well Pump Failure.
2. Wireless communications between the Pump Station and Reservoir. Existing hardwired connection is in poor condition.
3. Reservoir monitoring including remote alarming to notify Operators of high and low level
4. Level sensing in the Reservoir (ultrasonic or differential pressure)
5. Incoming Power Quality Monitoring at the Pump Station including phase loss monitoring and protection.
6. Magnetic flow metering of the well pump output at the Pump Station
7. Well level monitoring
8. Communications to the RDOS SCADA system

Sun Valley SCADA Equipment requirements:

Priorities:

1. Programmable Logical Controller for pump control c/w pressure monitoring.
2. Remote alarming to notify Operators of a Well or Distribution Pump failure.
3. Reservoir monitoring including remote alarming to notify Operators of high and low level conditions.
4. Reservoir level sensing (ultrasonic or differential pressure).
5. Incoming Power Quality Monitoring at the Pump Station including phase loss monitoring and protection.
6. Magnetic flow metering of the output from the Distribution Pumps in the Pump Station
7. Well monitoring (Is the existing Heron data logger able to be connected to a SCADA system?)
8. Communication to the RDOS SCADA system

For each system, the full SCADA/communications design and implementation plan must be approved by Public Works personnel prior to installation and construction.

5.3. SCADA SYSTEM CONSTRUCTION AND IMPLEMENTATION

The successful proponent will submit a plan for constructing and implementing the SCADA systems as per the design and a finalized layout. This final design will include pricing and prioritized implementation for the full upgrade of the SCADA systems. This final design will include all specifications necessary to obtain quotes for the work to be performed at a later date.

Once the initial SCADA/communications components are installed, all troubleshooting will occur until the system runs for 2 weeks free of issues. Once the 2-week issue free period has passed, a meeting will be organized with the appropriate personnel to provide training and answer questions from the operators.

The overall project must include planning for programming, troubleshooting, training operators, and preparing an operations and maintenance manual for the SCADA systems.

5.4. PROJECT CLOSEOUT

- Prepare all record as-built drawings based on actual construction within one month of Total Completion of the construction works and provide copies to the RDOS.
- Prepare a summary report on the actual works constructed. Essentially, it will be a revision of any predesign reports or memos updated with the necessary information to be a Post-Construction report.
- Complete project close-out, including a debrief meeting to review project as a whole.

The above list of phases and tasks are not all inclusive of items required for completion of the work. Any items not listed, but are required based on your expertise; please ensure they are included in the Proposal.

RDOS may negotiate with the prospective Contractor to minimize or change some of the requested duties prior to signing an Agreement.

6. REPORTING REQUIREMENTS

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, modelling, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a memory stick to the Regional District. Some specific reporting requirements are as follows:

6.1. DOCUMENTS

Biweekly written status updates to the Regional District project manager will be required throughout the entire project through email or memo. At critical points in the project, the updates may be required weekly.

The Regional District will require fully editable electronic copies of the draft and final packages in formats that are compatible with the software available at the Regional District (i.e. Microsoft Word and Excel, PDF files). The files will not be password protected.

All finalized reports must be submitted in two hard copies as well as provided electronically. Draft reports can be reviewed electronically and do not require hard copies.

6.2. DRAWINGS

Drawings shall meet standards acceptable to the Regional District's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and UTM Nad 83 coordinates.

All drawings shall also be drawn, saved and provided in DWG and PDF format.

All drawings shall be reviewed and approved by a Professional Engineer registered in the Province of British Columbia.

Two hard copy sealed and signed copies of the record drawings shall be provided in large scale format.

7. FEES AND DISBURSEMENTS

The quotations provided for the work can include a basic breakdown such as amounts for design, construction and post construction work. As the exact scope of work, including specific equipment supply and installation, a detailed cost estimate is not required. In your professional experience, please indicate what can likely be accomplished for the available funds at each site and what will likely wait until future funding is available.

The total project is limited in available funds as follows:

- **Okanagan Falls Lift Stations:** **\$30,000**
- **Willow Brook Water System:** **\$34,000**
- **Sun Valley Water System:** **\$32,000**

Please include a schedule of hourly rates for the work performed by personnel, as this will be a key evaluation piece during review of the proposals.

Any costs incurred by the Contractor above the available maximum budget will be the sole responsibility of the Contractor unless negotiated and pre-approved by the Regional District.

Fees must include all applicable taxes, but show taxes as separate items. All prices quoted to be in Canadian dollars.

APPENDIX "A"

REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: RFP SCADA AND COMMUNICATION UPGRADES			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Task Breakdown		
	Terms and condition changes provided		
Complete proposal as requested			
Step 2:		Assigned Points	Points
Proponent (35points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	10	
	Past Performance / References	5	
	Resources	10	
Proposal (60 points)	Scope	5	
	Methodology	20	
	Environmental Performance	5	
	Scheduling	10	
	Project Team - Level of Effort & Capacity	10	
Clarity of Proposal	10		
Price (5 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (5% weight)	5	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) **Qualifications of Firm and Project Team Members**
Are the firm and project team members specialized and qualified in the nature of the project work, including Project Management?
- (ii) **Experience of Firm and Project Team Members**
Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?
- (iii) **Past Performance**
Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the Project Manager consistently complete assignments on time and within budget?
- (iv) **Resources**
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project during all phases? Is this project a priority over other projects if deadlines are competing?

Proposal Evaluation

- (i) **Scope**
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) **Methodology**
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence? Are there any innovate aspects to the work included?
- (iii) **Environmental Performance**
Is the Proponent an active participant in enhancing environmental outcomes and reducing negative environmental impacts by incorporating alternatives into the design process? How does the corporate position on environmental performance compare with the Regional District values?
- (iv) **Scheduling**
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by in the RFP? Are problems or delays accounted for? Is timing realistic for the project?
- (v) **Project Team**
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) **Clarity of Proposal**
Is the Proposal clear, concise, and logical?

Price Evaluation

- (i) **Total Price**
Based on a calculation with the difference between the Proposal and the lowest cost Proposal.

APPENDIX "B"

CONTRACTING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2017.

BETWEEN :

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide certain professional services to the Regional District in connection with a certain project described as follows:

AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Regional District and the Contractor in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Contractor's Duties

- 1.1 The Contractor shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule "A") and the Contractor's Proposal (attached hereto as Schedule "B"), both of which form part of this agreement.
- 1.2 In performing the Services under this Agreement, the Contractor shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 1.3 It is agreed that in awarding the professional services encompassed within this agreement to the

Contractor, the Regional District has relied upon the Contractor's representations concerning the experience of certain identified personnel in the employ of the Contractor. It is agreed that, in performing the services under this agreement, the Contractor shall assign such identified personnel to the project.

- 1.4 The Contractor shall request of the Regional District any information or data contained in Regional District files which the Contractor requires in order to perform the services. The Regional District is only obligated to provide to the Contractor information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Contractor may rely on such information or data as may be provided by the Regional District without independent verification.
- 1.5 To ensure that the Project is processed in a timely manner, the Contractor and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Contractor on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Contractor will be processed by the Regional District within 14 days of receipt.
- 1.6 At the commencement of the Project, the Contractor shall, at the Regional District's request, provide the Regional District with a detailed analysis of the cost estimate for each component of the project including a monthly and cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule "B".
- Costs which have not been identified by the Contractor in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Contractor for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

Article 2 Fees and Disbursements

- 2.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Contractor to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 2.2 The Contractor shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 2.3 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Contractor from the Regional District or the Contractor shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 2.4 The Regional District may request the Contractor to submit prior to payment of the final invoice a

statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

Article 3 Confidentiality, Ownership and Use of Documents and Materials

- 3.1 The Contractor shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Regional District to be in the public domain except as required by law; or by prior written consent of the Regional District. The Contractor shall instruct all his employees and agents of the obligations under this Article.
- 3.2 All studies, reports, drawings, plans, designs, specifications, models, photographs, software; i.e. custom applications, digital data, etc., and other intellectual properties and materials developed for the Regional District are the property of the Regional District regardless of whether the project proceeds and the Regional District reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Regional District.
- 3.3 The Regional District acknowledges and agrees that the Contractor's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Contractor's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

Article 4 Special Tools and Equipment

- 4.1 All necessary special tools, equipment and other things shall be acquired by the Contractor solely at the Contractor's cost and shall be the property of the Contractor unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.
- 4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Contractor or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Contractor.
- 4.3 If the Regional District specifically authorizes, in writing, that the Contractor shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Contractor shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Contractor shall deliver all such special tools, equipment and other things to the Regional District.

Article 5 Sub-Consultants and Sub-Contractors

- 5.1 The Contractor may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Contractor is unable to perform.
- 5.2 The Contractor shall advise the sub-consultants and sub-contractors in writing prior to their participation in the project of the duties and obligations arising out of this agreement between the Contractor and the Regional District.

- 5.3 The Contractor shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Contractor.
- 5.4 The Contractor shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Contractor.

Article 6 Termination and Suspension

By the Regional District :

- 6.1 If the Contractor is in default in the performance of any of his material obligations set forth in this agreement, then the Regional District may, by written notice to the Contractor, require such default to be remedied.
- If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Contractor and remaining unpaid as of the effective date of the termination.
- 6.2 If the Regional District decides for any reason not to proceed with the Project, the Regional District may terminate this agreement by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary to close out the project.
- In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

By the Contractor:

- 6.3 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Contractor may, by written notice to the Regional District, require such default to be corrected.
- If, within thirty (30) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Contractor may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Contractor shall be paid by the Regional District for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.
- 6.4 If the Contractor's services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Contractor, then the Contractor shall have the right at any time until such suspension is lifted by the Regional District, to terminate this agreement upon giving written notice thereof to the Regional District.
- In such event, the Contractor shall be paid by the Regional District for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date

of such suspension.

Article 7 Compliance With Laws

- 7.1 The Contractor shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Contractor shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.
- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance

- 8.1 The Contractor shall, at his expense, establish and maintain Professional Errors and Omissions Insurance acceptable to the Regional District as follows:
1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
 2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
- 8.2 The Contractor's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Contracting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of services (i.e., submission of Final Report, as approved in writing by the Regional District).
- The Contractor shall provide to the Regional District a Certificate of Insurance verifying that the Contractor has such Professional Errors and Omissions Insurance. The Certificate of Insurance shall indicate that notice will be given or sent by registered mail to the Regional District at least thirty (30) days in advance of cancellation of this insurance. Upon request the Contractor shall provide the said policy of insurance for inspection by the Regional District.
- The Contractor shall provide the Regional District at least thirty (30) days written notice in advance of any material change or amendment to such Professional Errors and Omissions Insurance restricting coverage. Notice shall be given or sent by registered mail to the Regional District.
- 8.3 At the time of signing this Contracting Services Agreement, the Contractor shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Contractor with insurance limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:
1. premises, activities and operations liability
 2. blanket contractual liability
 3. cross liability
 4. contingent employer's liability

5. owners and Contractors protective liability
 6. employees as additional insureds
 7. personal injury
 8. broad form loss of use
 9. owned and non-owned automobile liability
 10. the Regional District as an additional insured
- 8.4 The Contractor shall provide, maintain, and pay for insurance on Equipment rented or owned by the Contractor to its full insurable value.
- 8.5 The Contractor shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Contractor.
- The Regional District shall, at all times, indemnify and save harmless the Contractor and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Regional District.

Article 9 Arbitration

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Contractor, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Contractor.

Article 10 Independent Contractor

- 10.1 Nothing in this agreement or the Contractor's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Contractor shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

Article 11 Waiver

- 11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

Article 12 Records and Audit

- 12.1 The Contractor shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.
- 12.2 The Contractor shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Contractor relating to the Project at all reasonable business hours in the offices of the Contractor unless otherwise agreed in writing by the parties.

Article 13 Successors and Assigns

- 13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.
- 13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

Article 14 Notices

- 14.1 All notices required by this agreement to be given by either party shall be deemed to be properly given and received within two (2) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

Article 15 Term

- 15.1 The parties hereto agree that the Term of this Contracting Services Agreement will be from ____ to ____.

Article 16 Entire Agreement

- 16.1 This agreement constitutes the sole and entire agreement between the Regional District and the Contractor relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.
- 16.2 The Contractor, by signing this agreement, is agreeing in writing to be the Principal Contractor and agrees to perform all the duties and responsibilities of the Principal Contractor as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a Contractor by the Workers' Compensation Board.
- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing
Authority of the
**REGIONAL DISTRICT OF
OKANAGAN - SIMILKAMEEN**
was hereto affixed:

Karla Kozakevich, Chair

Bill Newell, Chief Administrative Officer

CONTRACTOR
by its authorized signatories:

Authorized Signatory

Authorized Signatory

Corporate seal

