



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

For

ASSET MANAGEMENT PLANNING & IMPLEMENTATION

RDOS-PW-18-09

November 29, 2018

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
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1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen is requesting submission of Proposals from qualified Proponents to develop a comprehensive asset management plan for the Regional District's major assets and provide consulting services in the acquisition and implementation of asset management software. The asset management plan will provide the Regional District a risk assessment and consequence failure model for its infrastructure and assets along with a prioritized list of asset replacements and cost estimates for their implementation.

1.2. BACKGROUND

The Regional District recognizes the benefit to the citizens of the region when the staff can make recommendations and elected officials can make decisions based on a robust understanding of the long-term costs of the service delivery. Understanding the risk associated with infrastructure investment levels is an integral part of the decision-making. Stewardship of the assets, including wise decision-making renewal, for the benefit of current and future citizens will contribute to the economic stability of the region. Reliable and safe infrastructure that is sufficient to meet the needs of the area is a key contributor to economic vitality. The Regional District has an area of 10,400 km² and a population of approximately 83,000. The region is bordered by Manning Park to the west, Peachland to the north, Anarchist Mountain to the east and the United States border to the south.

The Regional District Board, senior management and staff are committed to ongoing improvements in the area of asset management in order to meet their obligations under the gas tax agreement. Key to achieving this goal is integrated decision making that includes understanding infrastructure investment levels, operational costs and the impacts on social, environmental, cultural and economic well-being needs to be supported with solid asset management information, especially the average annual lifecycle investment needed over the long term to sustainably deliver services to the region.

The Regional District undertook the development of an Asset Management Investment Plan (AMIP) in 2016. This plan provided information about the cost to replace the assets (\$137M) and the estimated annual investment needed for all asset categories to reduce the infrastructure deficit to zero (see Table 1 below). This high-level work focused on two main steps: development of a high-level asset inventory and an estimate of the asset's valuation and renewal plan. Due to the limited information available, the best estimate of the future average annual lifecycle investment is between \$2.0 and \$3.1 million. The range is based on industry standard asset service lives, with an optimistic and a conservative outlook.

Table 1 – AMIP Summary

Asset Category	Replacement Value	Average Annual Life Cycle Investment (AALCI)
Sanitary Sewer System	\$27.8 million	\$450,000 – \$670,000
Water System	\$67.3 million	\$770,000 – \$1.2 million
Fleet System	\$9.5 million	\$465,000 – \$716,000
Building/Landfill System	\$32.6 million	\$385,000 – \$570,000
Total	\$137.1 million	\$2.0 million – \$3.1 million

Improving this information based on a risk assessment including an evaluation of the Regional District assets is needed to refine the annual lifecycle investment. Refinement is critical to inform a long-term funding strategy. For the Regional District, the potential of reducing the necessary funds needed by \$1.0 million each year has significant budget impacts.

The Regional District was recently successful in receiving funding in the amount of \$225,000 from the Strategic Priorities Fund- Capacity Building stream to advance its asset management planning forward. To move the process forward, the Regional District needs better tools and underlying information to improve its understanding of infrastructure costs, service and risk. This information includes:

- Asset components and replacement costs;
- Asset likelihood of failure due to age or condition and the consequence of failure; and
- Risk factors and risk evaluation framework ranking.

The consultant is expected to complete the following results of this phase of the work as noted below:

1. Updated asset service lives for all assets in the AMIP;
2. Improved replacement cost projections for all assets;
3. Assignment of risk score to all assets using a risk evaluation framework that considers likelihood and consequence of failure based on existing data and information;
4. Improved processes for collecting, tracking and handling asset data and information;
5. Update of the 2016 AMIP with this improved data that can be used by the finance department to update the TCA;
6. Communication of the results to the Board and the public; and
7. Regional sharing of the learnings from this project.

The Regional District will also benefit from one software solution to contain all the data gathered and provide the needed asset management planning information to the operational departments, finance department, senior management and the Board. A needs assessment would be undertaken and software purchased and implemented as part of the total budget.

1.3. SUPPORTING DOCUMENTS

The following documents may assist the Consultant in preparing a Proposal.

- **2016 Asset Management Investment Plan** Prepared by Urban Systems.
- **Asset Management BC (AMBC)** <https://www.assetmanagementbc.ca/>

To receive a copy of the **2016 Asset Management Investment Plan by Urban Systems** please email at jbarton@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:

**John Kurvink, CPA. CA
Manager of Finance
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9**

AND/OR

The Proposals should be emailed to the following:

Info@rdos.bc.ca Attention: John Kurvink

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

**TIME: 3:00 PM local time
DATE: Monday, December 31, 2018**

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 also is the Proponent's sole responsibility to ensure their revisions were received, at the email 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.

John Kurvink, Manager of Finance
Email: jkurvink@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. SITE MEETING or PRE-PROPOSAL MEETING

There is no pre-proposal meeting scheduled for this project.

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.;

“Consultant” 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. NO OBLIGATION TO PROCEED

The Regional District fully intends at this time to proceed with the proposed project, however the Regional District is under no obligation to proceed to award of the Contract. The receipt by the Regional District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Regional District for the purchase of the equipment, service, or project.

3.9. NEGOTIATION WITH PREFERRED PROPONENT

The Proponent that submits the most advantageous Proposal may be awarded the Contract. The Regional District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent for at least 30 days after selection of the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

3.10. 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 Consulting 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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. CONSULTANT 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 Consultant 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

The Proposal shall contain a proposed work schedule showing the major activities or tasks, order and

interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

The Consultant shall provide a graphic schedule that lists a clear description of the tasks proposed to carry out the various aspects of the work, and to fulfill the objectives.

All work must be completed and invoiced by June 30, 2020.

Award of the project to the successful Consultant is anticipated to be by January 5, 2019.

4.4. FEES AND DISBURSEMENTS

The Proposal shall contain a breakdown of fees by task.

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 to the wetland project.

4.7. SAFETY REQUIREMENTS

During completion of the work, the Consultant 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 Consultant 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

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is given solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive.

The Regional District has been focused on building its asset management capacity over the past 2 years. Work completed to date includes the development of an Asset Management Investment Plan (AMIP) for all asset categories. The AMIP provided the Regional District with a high-level understanding of its long-term costs over the next 20 years required to sustain their infrastructure. An organizational assessment has also been completed to determine the organizations' strengths, weaknesses and opportunities.

This project resulted in the development of an implementation plan which will be used to guide the organization's asset management efforts. The proposed scope of work detailed below has been drawn from the projects identified during the organizational assessment and is required to meet the requirements of Strategic Priorities Funding application. The scope of work has been broken into two phases.

5.1. PHASE 1 – RISK ASSESSMENT AND INVESTMENT LEVELS

In order to prioritize investments, set sustainable levels of service and funding levels, the Regional District intends to prioritize asset renewal projects for its linear infrastructure based on a risk assessment model.

A risk assessment model that will prioritize infrastructure renewal will allow the Regional District to manage risk and develop a sustainable funding plan. This risk assessment will be based on likelihood and consequence of failure of the infrastructure. The primary outcomes from this phase of the assignment are:

- Review existing information related to age and condition and prepare a framework for staff to collect, record, track and use condition data for regular updates to the asset inventory and asset management plan
- Complete a risk assessment of the Regional District water, building and sanitary asset categories in order to prioritize asset renewal to meet the Regional District affordability based on a triple-bottom line risk-based approach that incorporates social, economic and environmental factors
- Undertake a data review and software needs assessment to improve data & information handling, tracking and use in infrastructure decision-making
- Presentation and communications of the results to the Regional board and public

All work and final deliverables must be completed by June 30, 2020. The budget for this phase of the work is about \$110,000 and the final deliverables are to include:

1. Technical Memos for each stage of the project, including data quality review, age/condition risk methodology, and cost estimate unit rates;
2. Condition assessment framework;
3. Assets broken down into specific GL Budget Codes for each of the many water and sewer systems, landfills, and buildings, etc. for ease of use during future integration into financial plans and budgets;
4. A risk assessment model in the format used for the analysis delivered and implemented at the Regional District;
5. A prioritized list of asset replacements as well as maps showing various risk ratings;
6. Data report card and list of gaps;
7. Updated AMIP;
8. Software needs assessment memo including software selection criteria;
9. Draft Report;
10. Presentation to the Regional Board and public;
11. Final Report; and
12. Organize and administer a Regional Collaboration workshop including findings, highlights of methodology and lessons learned. Regional District staff will collaborate on the presentation.

5.2. PHASE 2 – SOFTWARE ACQUISITION AND IMPLEMENTATION

After the software needs assessment is completed, the Regional District would like to use the selection criteria to assess, select and acquire an asset management software solution. There is a clear understanding by Regional District that software is not the solution to asset management. However, it is an important tool which will enable the organization to access, utilize and integrate information which will assist staff and the Board in making informed infrastructure decisions. Since the cost of implementation is dependent on the needs assessment and the chosen software vendor's implementation process it is difficult to determine the exact level of effort required and the costs associated with this phase. Therefore, there is a \$100,000 allowance in the budget for software acquisition and implementation.

The activities for this phase are likely to include:

- Software assessment and selection;
- Software Acquisition (by Regional District staff); and
- Training and integration with existing information, plans and processes (vendor, staff and consultant).

The final deliverables for this phase include:

- Technical memo summarizing the software assessment and selection; and
- Guidance with implementation and training of the software.

5.3. PROJECT MANAGEMENT

Provide project management services throughout all project phases in cooperation with the Regional District

Project Manager. Items required during the performance of the work include the following, at a minimum:

- Meet with Regional District Project Manager during development of all Project Management (PM) documents to provide a successful project. These will include, at minimum, a communications plan, stakeholder plan, quality assurance plan, and risk analysis.
- Provide access to fully editable PM documents during the entire project. The main purpose will be for ease of collaboration and prevent duplication by the Consultant and Regional District.
- Present the baseline schedule at the kick-off meeting for approval by the Regional District.
- Prepare monthly updates on the schedule, assignment and completion of tasks in comparison with the approved baseline schedule. Include identification of any issues or obstacles impacting the project and/or schedule and any actions or approvals required by the Regional District or others.
- Updates on quality assurance processes and procedures.

5.4. COMMUNICATIONS

Project communications will be a key component in the success of the project and will carry through all project phases. Proposals will outline a meeting schedule and at minimum, the Regional District expects the following:

- Meetings with various stakeholders – both technical and non-technical interests
- All meeting materials, including agendas and minutes, will be prepared by the Consultant.
- All teleconference calls or virtual meetings, if required, shall be hosted by the Consultant.

6. PROPONENT EVALUATION

In addition to the criteria found in the evaluation matrix in Appendix “A” consideration will be given based on how well each proposal demonstrates the proponents experience in the following areas:

6.1. DEMONSTRATED CORPORATE EXPERIENCE

Regional District is seeking qualified proponents with the capability and experience to ensure all elements of the scope of work are covered off and have a high probability of expediting successful implementation region-wide. Proponents must demonstrate their experience and understanding of Asset Management BC’s (AMBC) practices and how the information (and data) captured and/or deliverables produced will align with AMBC’s BC Framework for Sustainable Service Delivery and with the requirements of the Strategic Priorities Fund grant application.

Provide a list of team members that will be working on the project and include a description of each persons’ role in the project, their understanding of the BC Framework for Sustainable Service Delivery model including an applicable project listing and individual résumés showing relevant experience, qualifications, effort levels and roles/responsibilities on similar projects.

6.2. RISK ASSESSMENT METHODOLOGY

Clearly describe how risk assessment methodology will develop a prioritized list of asset replacements based on age, condition, and risk (likelihood and consequence of failure) based on the information available. Proponents must explain how they will develop a plan that creates a prioritized list of asset replacements for the Regional District that considers both condition drivers at a sustainable spending level.

7. REPORTING REQUIREMENTS

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, 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 detailed in the following sections.

7.1. DOCUMENTS

Monthly 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 documents 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.

7.2. DRAWINGS

Data in a GIS format (file geodatabase or shapefile) with required attributes populated. A list of attributes will be determined for each feature type during design.

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 paper copies of the record drawings shall be provided in large-scale format.

8. FEES AND DISBURSEMENTS

The Proposal shall specify a maximum or upset fee up to and including the completion of the software procurement and implementation process. In the task and fee breakdown, specify the level of effort for the project team and the expected schedule. Ensure sufficient detail is provided to facilitate evaluation of level of effort.

Any costs incurred by the Consultant above the submitted maximum cost will be the sole responsibility of the Consultant unless pre-approved by the Regional District.

An estimate of cost for tendering services and construction services shall be identified in the proposal. Include identification of all work that would be required by the Regional District.

A schedule of hourly rates for all personnel, equipment and disbursement rates (includes transportation expenses) for the project shall be included in the Proposal. The rates provided in the Proposal shall remain at these set rates through the entire project.

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: Asset Management Planning & Implementation			
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 (35 points)	Qualifications of firm and project team members	5	
	Experience of firm	10	
	Past Performance / References	15	
	Resources	5	
Proposal (60 points)	Scope	5	
	Methodology	25	
	Scheduling	5	
	Project Team - Level of Effort & Capacity	20	
	Clarity of Proposal	5	
Price (5 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% 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"

CONSULTING 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 "Consultant")

OF THE SECOND PART

WHEREAS the Consultant 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 Consultant in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

Article 1 Consultant's Duties

- 1.1 The Consultant shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule "A") and the Consultant'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 Consultant 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 Consultant, the Regional District has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the services under this agreement, the Consultant shall assign such identified personnel to the project.
- 1.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant 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 Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
- Phone call inquiries from the Regional District will be returned within 24 hours;
 - Public inquiries to the Consultant on technical issues will be returned within 48 hours;
 - Meetings will be scheduled within 5 working days from date of request;
 - Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 1.6 At the commencement of the Project, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant from the Regional District or the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant'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 Consultant solely at the Consultant's cost and shall be the property of the Consultant 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 Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.
- 4.3 If the Regional District specifically authorizes, in writing, that the Consultant 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 Consultant 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 Consultant shall deliver all such special tools, equipment and other things to the Regional District.

Article 5 Sub-Consultants and Sub-Contractors

- 5.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.

- 5.2 The Consultant 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 Consultant and the Regional District.
- 5.3 The Consultant 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 Consultant.
- 5.4 The Consultant 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 Consultant.

Article 6 Termination and Suspension

By the Regional District :

- 6.1 If the Consultant 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 Consultant, 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 Consultant 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 Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the project.

In such event, the Consultant 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 Consultant :

- 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 Consultant 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 Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant 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 Consultant's services are suspended by the Regional District at any time for more than thirty

(30) days through no fault of the Consultant, then the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting 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 Consultant shall provide to the Regional District a Certificate of Insurance verifying that the Consultant 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 Consultant shall provide the said policy of insurance for inspection by the Regional District.

The Consultant 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 Consulting Services Agreement, the Consultant shall provide, maintain,

and pay for Comprehensive General Liability Insurance on an occurrence basis for the Consultant 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 consultants 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 Consultant 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 Consultant.

The Regional District shall, at all times, indemnify and save harmless the Consultant 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 Consultant, 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 Consultant.

Article 10 Independent Contractor

10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant 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 Consultant 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 Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant 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 Consulting 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 Consultant 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 Consultant, by signing this agreement, is agreeing in writing to be the Principal Consultant and agrees to perform all the duties and responsibilities of the Principal Consultant 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 consultant 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

CONSULTANT
by its authorized signatories:

Authorized Signatory

Authorized Signatory

Corporate seal

