



REQUEST FOR PROPOSALS

FOR

DISTRICT OF SUMMERLAND ASSET
MANAGEMENT FRAMEWORK DOCUMENTS

RFP #: 2018-RFP-24

ISSUED ON: OCTOBER 30, 2018

CLOSING DATE AND TIME: NOVEMBER 22, 2018 AT 2:00PM PST

Summary, Contents & Instructions:

Summary:

Through this Request for Proposals, the District of Summerland invites Proposals from experienced companies to develop Asset Management Framework Documents for the District, including: an asset management policy; an asset management strategy; and a governance framework. In addition to aligning with the District’s strategic goals, the Asset Management Framework Documents must also integrate environmental and sustainability goals, including climate change risks and considerations.

All deliverables for the Asset Management Framework Documents must be completed by March 31, 2019.

Further details on the scope of work and deliverables are provided in Part A.

Contents:


This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A: The Services** – full details of the consulting services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the District will enter into with the selected Consultant
- **Part D: Submission Forms** – the forms a Respondent should submit in their Proposal

Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
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Part A: The Services



This Part A provides details on the consulting services required by the District of Summerland. Respondents should ensure they are fully capable of providing all of the work and deliverables outlined, as this section will form the scope of work in the final Contract.

1. Background & Overview:

1.1. The District of Summerland:

The District of Summerland (the “District”) is a municipality of approximately 11,600 residents, located in British Columbia’s Okanagan Valley, between Kelowna and Penticton. Further details on the District can be found at www.summerland.ca

1.2. Overview - The District’s Asset Management Plan Project:

As part of the District’s participation in the Federation of Canadian Municipalities’ Climate and Asset Management Program, the District has identified a need to plan and implement an asset management strategy to improve and optimize the management of the District’s assets and their associated performance, risks, and expenditures over their lifecycles.

Physical Assets are key for the District to serve and provide quality of life for residents; at the same time, the District is facing the challenge of constrained capital resources while maintaining service with aging assets. The District’s assets in general include transportation, buildings, fleet and equipment, park and recreation, solid waste, storm, water, sanitary, and electrical. Prudent adoption of an asset management (AM) philosophy across all business units and in accordance with good industry practice will assist and guide the District through management of asset investment cycles from initial decision making through implementation and maintenance to disposal of the assets.

Overall, the intent of the District’s AM Policy is to provide: guidance to staff in carrying out the District’s long-term business strategies, mid-term asset management plans, and current asset management activities; clear direction for AM through defining key principles that underpin AM and assist with developing the District’s AM objectives; alignment upwards with the District’s vision, goals and objectives, and alignment downwards to current and future procedures for asset management activities; and clarity to what outcomes are required when implementing the AM policy.

The District’s AM strategy should describe how the AM policy will be implemented and provide details on how the goals and objectives of the AM system will be achieved. The strategy plays an important role in connecting the principles laid out in the policy with responsibilities, as it describes the key AM practices, processes, tools, and documents that staff will use to implement the policy. The strategy should also describe how, through a balanced consideration of cost, risk and performance, staff will develop, communicate and execute cost effective

maintenance and capital plans that ensure reliability, availability and performance of assets. The proposed AM strategy shall be scalable and customized to the District's operation, maintenance, capital investment and resource challenges.

This project has the deliverables outlined in Section 2 (Scope of Work) below.



Note: Respondents may propose deviations from the deliverables outlined in Section 2, but these must deviations must be shown clearly in the Respondent's submission under Appendix C (Methodology) of Part D, with justifications provided.

1.3. Summary of Service Components

The Asset Management Framework Documents will have 3 distinct parts:

- An asset management policy;
- An asset management strategy; and
- An asset management governance framework.

All Framework Documents must identify the linkage between asset management and climate change risks and considerations, in terms of goals, processes and objectives.

Optional Additional Work: the District may also require further additional work to perform a Gap Analysis and Asset Management Implementation Plan. This optional additional work will occur, if required and at the District's sole discretion, after the completion of all Services for the Asset Management Framework Documents. Further details are provided in Section 2.8 below.

2. Scope of Work:



This section details the Consultant's Services, plus scope and outcomes the District seeks for the Asset Management Plan. This section is not written to be overly prescriptive, as the District seeks further details and suggestions from Respondents on the scope and outcomes to be performed as part of the Methodology, Team & Schedule submission in the Proposal (Appendix C).

The following details the Consultant's Services and approach, plus scope and required outcomes of the Asset Management Framework Documents and their sections:

2.1. Consultant's Services & Approach:

The Consultant's method and approach in developing and creating the Asset Management Framework Documents shall be based on the Consultant's Proposal to this RFP. That said, the Consultant's work should generally include the following:

- i. Workshops will be held with staff and council to gain input and develop the Framework Documents.
- ii. The Framework Documents will be drafted, reviewed, and refined through a collaborative process with staff, councillors, and other stakeholders as applicable. At least two draft review cycles by District staff will be accounted for in the Consultant's Services.
- iii. The Framework Documents will be presented at two in-person presentations – one to the Senior Management Team, and one to Council.
- iv. The final Framework Documents will be supplied to the District in .docx electronic format, plus two-bound paper copies.

2.2. General Requirements of the Asset Management Framework Documents:

In general, the Framework Documents shall address the following:

- Apply to all assets owned and/or operated by the District (e.g., buildings, fleet, roads, water/sewer/electric utilities, parks, etc.).
- Must reinforce the District's commitment and goals with respect to asset management, and their relationship to sustainable business and service delivery objectives. The Framework Documents must lay out the initiatives that the District will deliver in order to realize these goals.
- In addition to reinforcing the need for prudent financial management (economic outcomes), the Framework should also formalize the commitment toward sustainable levels of service (social outcomes), and stewardship for the environment (environmental outcomes) in infrastructure related plans and decisions.

2.3. Methodology:

The Consultant shall develop the Policy, Strategy, and Governance Framework in the context of creating a roadmap between the District's current state, as described in the Asset Management Investment Plan (complete) & Asset Management Financial Plan (in progress), and the District's desired future state. The Consultant will moderate the discussions on the desired future state

and roadmap creation and, with their in-depth knowledge of industry best practice, will provide direction. The roadmap will be developed with internal staffing resources and capital resources in mind. The roadmap shall be practical and achievable.

2.4. Future State Development:

The future state is more simply put “Where we want to be in 5 years”. The Consultant will discuss with the Senior Management team topics such as long-term management of the assets, balancing the competing constraints of risk, revenue, cost and performance in a sustainable manner. The deliverables for the Future State will be the Policy, Strategy and Structure.

Topics for discussion with the District should include but are not limited to:

- a. Financial, operational, administrative, regulatory and strategic requirements for each business unit.
- b. Should identify the key elements that will provide best value.
- c. Based on research, professional knowledge, and awareness of leading asset management practices used by other municipalities, the Consultant will provide an overview of best practices for each aspect of asset management.
- d. Asset management policy, principles, strategy, roles and responsibility.
- e. Operating and maintenance practices (Preventive, condition based and corrective).
- f. Scheduling of maintenance tasks.
- g. Records for failures and condition.
- h. Asset replacements, upgrades and associated processes.
- i. Engineering standards and specifications.
- j. Storage facilities, replacement materials and methodology for critical spares.
- k. Asset performance monitoring that includes defining targeted performance, KPIs for measuring asset condition/performance.
- l. Asset risk management system that includes corporate risk matrix, asset risk assessment framework including asset risk register.
- m. Asset inspections and condition assessments methodology that includes development of asset health indices and summarized into corporate asset health dashboard.
- n. Asset Investment plan that includes review of maintenance and capital program and financial requirements for asset life cycle costs.
- o. Organizational structure
- p. Asset documentation management

2.5. Framework Section 1: Asset Management Policy:

- 2.5.1. **Purpose:** The Asset Management Policy’s overall purpose should be to provide:
 - i. Guidance to staff in carrying out the District’s long-term business strategies and current asset management activities, and development of mid-term asset management plans;
 - ii. Clear direction of Asset Management through defining key principles that underpin Asset Management and assist with developing the District’s Asset Management objectives;

- iii. Alignment upwards with the District's vision, goals and objectives, and alignment downwards to current and future procedures for Asset Management activities; and,
- iv. Clarity to what outcomes are required when implementing the Asset Management Policy.

2.5.2. **Content:** The Asset Management Policy content should address the following:

- i. **Intent:** The overall intent of the policy, endorsements of management and Council, and how it relates to the District's overall Asset Management Plan. Note: the policy is to be considered a 'policy of principles', as opposed to a transactional policy.
- ii. **Scope:** a detailed list of the assets across the District (buildings, fleet and equipment, transportation, park and recreation, solid waste, storm, water, sanitary, electrical etc.) that the Asset Management Plan and principles will apply to.
- iii. **Roles & Responsibilities:** definitions of roles and responsibilities related to the Asset Management Plan, including: Council, the CAO, Senior Management, and District Staff.
- iv. **Principle Statements:** statements of the Asset Management 'principles' the District will use, which define the District's approach to Asset Management and influence decision-making. Note: these principles should include sustainability principles, related to long-term sustainability and environmental adaptability.

2.6. Framework Section 2: Asset Management Strategy:

2.6.1. **Purpose:** The Asset Management Strategy is closely linked to the Asset Management Policy. It describes how the policy will be implemented and provides details on how the goals and objectives of the District's Asset Management system will be achieved. The strategy will play an important role in connecting the principles laid out in the Policy with responsibilities and will describe the key Asset Management practices, processes, tools, and documents that District staff will use to implement the policy.

2.6.2. **Content:** The Asset Management Strategy content should address the following:

- i. **Intent:** define the District's intended integrated approach to planning and co-ordination of Asset Management outcomes across the District's departments and service areas. This should include;
 - Confirmation of which assets/services are in scope and which are not;
 - Confirmation that the Asset Management Strategy document is intended to link infrastructure decisions to District goals, objectives and vision;
 - Confirmation of the sustainability principles that apply to the District's Asset Management practices;
 - An explanation of how a coordinated approach to planning and process across the District will be used regarding Asset Management decisions.

- ii. **Background:** a description of the District's actions to date regarding Asset Management, including legislation, policies, and internal and external drivers that have led to the District's move to Asset Management improvement.
- iii. **Strategic Alignment:** creating a 'line of sight' between the Districts strategic direction and objectives, to what will be done at a business unit, service, or asset level.
- iv. **Needs and Expectations of Stakeholders:** a description of the stakeholders and their priorities, both external and internal, as they are currently understood by the District.
- v. **Business Context & Analysis:** define the context of Asset Management for the District, both internal and external, and consider some of the challenges and opportunities faced.
- vi. **Asset Management Decision-Making:** an explanation of how the District currently makes decisions about services which impact investments, and how this approach may change with improved Asset Management practices.
- vii. **Asset Management Objectives & Performance Targets:** define the Asset Management objectives for the District, which are integral to the Asset Management system and practices that will be deployed across the District. This section will create a clear connection between the District's strategic objectives and the Asset Management objectives, to create a 'line of sight' from the top-down.
- viii. **Asset Management Processes:** detail the breadth of Asset Management processes to be implemented across the District, and how they integrate across the organization. This may include a graphic illustration and/or a list of processes to occur.
- ix. **Key Improvement Initiatives:** articulate an improvement plan, to include a number of stand-alone projects that come together to build the different parts of the Asset Management plan.
- x. **Roles & Responsibilities:** define who is accountable and responsible across the District for making Asset Management happen (tied to Governance Framework).
- xi. **Strategy Risk / Opportunities:** identify the specific risks and opportunities associated with implementation of the Asset Management strategy across the District.
- xii. **Continual Improvement, Monitoring and Innovation:** detail how the District will monitor progress towards implementing the Asset Management Plan and practices across the organization, and how actions and changes will occur to adjust the course if necessary.

2.7. Framework Section 3: Governance Structure:

- 2.7.1. **Purpose:** The governance structure's purpose is to clarify the roles, responsibilities, authorities and accountabilities for individuals and departments across the District regarding Asset Management.

In summary, the governance structure is the means by which the District:

- Guides managers in the implementation and application of the Asset Management Plan;
- Ensures the correct functions and departments are involved in Asset Management, including planning and sustainability functions;
- Maintains oversight and control of implementation and improvement of Asset Management at the District;
- Measures the ongoing contribution of the Asset Management strategy to the District's goals, and adjusts content and direction if necessary; and
- Refines the definition of success to maintain alignment with the evolving corporate strategy.

2.7.2. **Content:** The Governance Structure content should address the following:

- i. **Role & Goals:** of the Asset Management Governance Structure.
- ii. **Principles:** the principles that will apply to Asset Management Governance, addressing items such as; inclusivity of all departments; clarity of accountabilities; clear leadership; and transparent decision-making.
- iii. **The Governance Structure:** identifying the specific positions, committees, and composition. This should include an organization chart.
- iv. **Roles & Responsibilities:** a details matrix showing the governance roles, accountabilities and responsibilities. This should also include a 'RACI' diagram linked to the various Asset Management Plan processes.
- v. **Challenges to Implementation:** an overview of the challenges and risks faced when transitioning to the new governance structure. This should address items such as change management issues, capacity, and competing objectives.

2.8. Optional Additional Work: Gap Analysis and Asset Management Implementation Plan.

The following additional work may be added to the Services by the District, at the District's sole option, upon approval of the Asset Management Framework by the District. For this work, the Consultant shall provide the following.

- a. Gap analysis of Current State vs. Future State.
- b. Provide tasks and timelines for all business units and the corporation as a whole to effectively implement the Strategy.
- c. Tasks and timelines shall take into consideration existing workloads and shall be Specific, Measurable, Achievable, Realistic and Time-bound (SMART).
- d. Identify resources (internal and external) required for all business units to implement the identified tasks.
- e. Provide a Change Management Strategy for smooth District adoption at all levels.
- f. Implementation schedule.
- g. Estimate and cash flow for implementation costs.

3. Budget:

The District is not disclosing a budget for the Services as part of this RFP process. Respondents should provide their required remuneration as detailed in Part D.

4. Timeline:

The District anticipates executing a Contract with the Consultant for the Services no later than December 7, 2018. The Consultant must complete the scope of work, including all deliverables, no later than March 31st, 2019.

5. Pre-Requisites for the Consultant:

The Consultant must possess the following:

- Experience in developing and delivering Asset Management Plans in a British Columbia municipal setting.
- Expertise with the asset classes of the District.
- Insurance coverage as per the requirements detailed in Part C – The Contract.
- WorksafeBC coverage covering all employees/team members proposed.

Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the District, and how the Consultant will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. RFP Contact Person:

The sole point of contact at the District of Summerland for any queries or questions related to this RFP is:

- Kris Johnson, P.Eng. – Director of Works and Utilities
- Email: kjohnson@summerland.ca

All questions regarding this RFP must be submitted prior to the Deadline for Questions detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits. Inquiries and responses will be recorded and may be distributed to all Proponents at the District's option. The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the District shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the District's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	October 30, 2018
Deadline for Questions	November 14, 2018 at 2:00 PM PST
Last Day for Issue of Addenda	November 15, 2018
RFP Closing Date and Time:	November 22, 2018 at 2:00 PM PST
Contract Execution Date (estimated)	December 7, 2018

1.3. Site Meeting Details:

No site meeting will be held for this RFP. Respondents should submit any questions they may have in accordance with Section 1.1 of this Part

1.4. Submission of Proposals (Address, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Closing Location:** Proposals must be submitted to:
District of Summerland Municipal Hall
PO Box 159, 13211 Henry Ave
Summerland, BC V0H 1Z0

- **RFP Closing Date and Time:** Proposals must be received no later than the RFP Closing Date and Time detailed in Section 1.2 above.
- **Proposal Format:** One paper original, together with one paper copy and one electronic copy (on USB drive, in PDF format), in a sealed envelope containing all the information required in the forms listed under Part D – Submission Forms. The envelope should be clearly marked with the name and address of the Respondent, as well as the words “2018-RFP-24 District of Summerland Asset Management Framework Documents”.

It is the Respondent’s sole responsibility to ensure that the Proposal is received before the RFP Closing Date and Time. Proposals sent by facsimile or email will not be accepted.

2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out in this section.

- 2.1. “Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the District in accordance with Section 5 of this Part B.
- 2.2. “District” means the District of Summerland
- 2.3. “Contract” means a written agreement for the provision of the Services that may result from this RFP, executed between the District and the successful Respondent to this RFP.
- 2.4. “Consultant” means the successful Respondent to this RFP who enters into a Contract with the District.
- 2.5. “Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 1.2 of this Part B.
- 2.6. “Optional Additional Work” means work which is not initially part of the Services under this Contract, but may be added to the Services at the District’s sole discretion for the sum outlined as such in the Consultant’s Proposal.
- 2.7. “Proposal” means a Proposal submitted by a Respondent in response to this RFP.
- 2.8. “Respondent” means a person or entity that submits a Proposal to this RFP.
- 2.9. “RFP” means this Request For Proposals #2018-RFP-24, including all Parts A to D.
- 2.10. “Section” means the numbered section of the referenced part of this RFP.
- 2.11. “Services” means the consulting Services which the District seeks to be provided by the Consultant, as outlined in Part A.
- 2.12. “Sub-Consultant” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments must be submitted in the same way as the original Proposal, as detailed in Section 1.3 of this Part B. Amendments to a Proposal must be clearly labelled as such, must contain the RFP

reference number and title, and the full legal name and legal address of the Respondent. Amendments must clearly detail which part(s) of the Proposal is being amended or replaced.

4. Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time.

5. Addenda Issued by District:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the District may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (at www.summerland.ca/business-economy/bid-opportunities). Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the District deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the District may extend the Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Proposals should confirm receipt of all Addenda in Appendix A – Certification Form of their Proposal.

6. Evaluation of Proposals & Award of Contract:

The District will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include the District’s Purchasing Consultant, as well as key District employees. The District’s intent is to enter into a Contract with the Respondent who has met all mandatory criteria and minimum scores, and who has the highest overall ranking based on this evaluation process.

6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:	
1	The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4
2	The Proposal must include the following completed form: <ul style="list-style-type: none">• Appendix A – Certification Form

6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further assessed against the following scored criteria.

Scored Criteria	Weighting	Minimum Score (Out of 100)
Total Fixed Lump Sum Contract Price (based on Appendix B submission)	40%	NA
Suitability of Method, Team & Schedule (based on Appendix C submission and also the Task Fee Schedules submitted as part of Appendix B)	35%	50
Suitability of Respondent's Experience (based on Appendix D submission)	20%	50
Ease of Accepting Exceptions to Contract (based on Appendix E submission)	5%	50

Proposals that do not meet the minimum score within a scored criterion will not be evaluated further.

6.3. Scoring Method:

The following method will be used to score the scored criteria:

- Total Fixed Lump Sum Contract Price: Total Fixed Lump Sum Contract Price will be scored relative to other Respondents' Total Fixed Lump Sum Contract Prices using the following formula:
 - $\text{Lowest Total Fixed Lump Sum Contract Price} \div \text{Respondent's Total Fixed Lump Sum Contract Price} \times \text{Weighting} = \text{Score}$
- Other Criteria: All other criterion (except Total Fixed Lump Sum Contract Price) will be scored by the evaluation committee out of 100, which will then be multiplied by the Weighting factor to provide a weighted score.

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the District will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing Mandatory Criteria: If the District finds that a Proposal fails to meet all of the mandatory requirements detailed in Section 6.1, then the District may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 5 calendar days to remedy and supply the requirements. The 5 calendar days shall commence upon notification by the District to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the District may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the

information requested. Following receipt of the clarification information, the District may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores.

Note: at this point in the evaluation process, the District may at its sole discretion, request the top 2 or 3 ranked Respondents to provide a 20-minute presentation to the District on the methodology, schedule and team proposed under Appendix C of Part D, in order for the District to re-confirm the evaluation scores for that category.

The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the District. In the event that two or more Proposals have an equal total weighted-scored, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the District.

6.6. Conclusion and Execution of a Contract

Neither the District nor any Respondent will be legally bound to provide or purchase the Services until the execution of a written Contract. Following an invitation to a Respondent, by the District, to conclude a Contract, it is expected that the District and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the scope of work, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The District would seek to execute a Contract within 30 days of issuing an invitation to the Respondent to conclude a Contract. If the District and Respondent do not, for any reason, execute a Contract within this time-period, the District may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The District may then continue this process until a Contract is executed, or there are no further Respondents, or the District otherwise elects to cancel the RFP process entirely. For clarity, the District may discontinue discussions with a Respondent if at any time the District is of the view that it will not be able to conclude a Contract with that Respondent.

7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:

All Proposals are to be in the English language only.

7.2. **Only One Entity as Respondent:**

The District will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The District will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Sub-Consultant. The Respondent may include the Sub-Consultant and its resources as part of the Proposal and the District will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Consultants to be used in the Service must be clearly identified in the Proposal.

7.3. **Proposals to Contain All Content in Prescribed Forms:**

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The District may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

7.4. **References and Experience:**

In evaluating a Respondent's experience, as per the scored criteria, the District may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the District's own experience with the Respondent.

7.5. **RFP Scope of Work is an Estimate Only:**

While the District has made every effort to ensure the accuracy of the Services described in this RFP, the District makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

7.6. **Respondent's Expenses:**

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the District, if required. The District will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.7. **Retention of Proposals and FOIPPA:**

All Proposals submitted to the District will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIPPA"). Respondents should note that in accordance with the provisions of FOIPPA, certain details of this RFP and any executed Contract may be made public, including the Consultant's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the District's obligations under FOIPPA and the District's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

7.8. **Notification and Feedback to Unsuccessful Respondents:**

At any time up until or after the execution of a written Contract with the Consultant, the District may notify unsuccessful Respondents in writing that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with the District in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the District's sole discretion in order to protect the confidentiality of other Respondents and the District's commercial interest.

7.9. **Conflict of Interest:**

All Respondents must disclose an actual or potential conflict of interest, as set-out in Appendix A – Certification Form. The District may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and District employees) create or could be perceived to create a conflict of interest.

The District may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix A – Certification Form.

7.10. **Confidentiality:**

All information provided to Respondents by the District as part of this RFP process is the sole property of the District and must not be disclosed further without the written permission of the District.

7.11. **No Contract A and No Claims:**

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the District and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the District are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the District for any damage or other loss resulting from a Respondent's participation in this RFP, including where the District does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the District not execute a Contract with the Respondent for any reason whatsoever.

7.12. **Right to Cancel RFP:**

Although the District fully intends to conclude a Contract as a result of this RFP, the District may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.13. **Governing Law and Trade Agreements:**

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdictions.

Part C: The Contract



This Part C details the Contract terms and conditions that the District will enter into with the Consultant at the conclusion of the process outlined in Section 6.6 of Part B. Respondents are not required to complete any details in this Part C, but should review the Contract and note any exceptions as required in Part D, Appendix E (Exceptions to Contract Form)

AGREEMENT FOR CONSULTING SERVICES

BETWEEN: **DISTRICT OF SUMMERLAND**
District of Summerland Municipal Hall
PO Box 159, 13211 Henry Ave
Summerland, BC. V0H 1Z0
(the “District”)

AND: **COMPANY**

(the “Consultant”)

GIVEN THAT the District wishes to engage the Consultant to provide certain services to the District and the Consultant wishes to contract with the District to provide such services to the District, THIS AGREEMENT is evidence that in consideration of the promises exchanged below, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the District and the Consultant agree as follows:

1. Definitions

In this Agreement, in addition to the words defined above,

- (a) “Consultant’s Proposal” means the Consultant's written proposal to the District for performance of the Services, dated _____, a copy of which is attached.
- (b) “District Representative” means Kris Johnson, P.Eng., Director of Works and Utilities or such other person as the District may appoint in writing.
- (c) “Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- (d) “Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.

- (e) "Personnel" means any individuals identified by name in the Consultant's Proposal and any individuals employed or otherwise engaged by the Consultant to perform the Services with the prior consent of the District;
- (f) "RFP" means the Request for Proposals for the services issued by the District dated_____.
- (g) "Services" means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.
- (h) "Specifications" means the specifications, scope of work and other requirements for the Services set out in the RFP.
- (i) "Standards" means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

2. Consultant Services

The Consultant shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Consultant shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District Representative;
- (e) promptly pay amounts owing to the District under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

3. Project Scope Modifications

The Consultant is advised that the District may modify elements of the project scope where these modifications are in the best interests of the District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The District will ensure the Consultant is paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Consultant's work program, the Consultant shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of District staff.

3. Term

This Agreement shall commence on _____ and expire on completion of the Services, which is to be no later than March 31, 2019.

4. Consultant Personnel

The Consultant will perform the Services using only the Personnel named in the Consultant's Proposal, unless otherwise approved in writing by the District Representative.

5. Warranty as to Quality of Services

The Consultant represents and warrants to the District that the Consultant and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Consultant acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

6. Remuneration & Reimbursement

The District shall pay the Consultant for the performance of the Services as follows:

A Fixed Lump Sum Contract Price of _____ excluding GST. This shall include for all labour, materials, supplies, travel and visits to the project site, overheads and profit, insurance, disbursements, expenses and all other costs and fees necessary to deliver the Services.

7. Taxes

The District shall be responsible for paying any goods and services taxes with respect to the provision of the services to the District.

8. Invoices & Payment

Subject to the holdback detailed in clause 9, the Consultant may deliver an invoice to the District, in respect of the immediately preceding month, setting out a portion of the Fixed Lump Sum Contract Price claimed for Services performed in that preceding month, in accordance with the hours and expenses breakdown in the Consultant's Proposal. The District shall, to the extent the District is satisfied the Fixed Lump Sum Prices are for Services satisfactorily performed by the Consultant, pay the Consultant the Fixed Lump Sum Price(s) claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.

9. Hold Back or Set Off

The District will holdback 20% from every invoice payment as performance security until the Consultant delivers the final Asset Management Framework Documents and the District confirms that all Services and deliverables have been completed as per the Contract. Once this milestone is achieved, the District will pay the holdback amount within 30 calendar days.

10. District's Representative

The District appoints the District Representative as the only person authorized by the District to communicate with the Consultant in respect of this Agreement. The District shall not be bound to the Consultant by communication from any person other than the District Representative or their delegate.

11. Indemnity

The Consultant shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, Consultants and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Consultant, its employees, subconsultants or agents, connected with the performance or breach of this Agreement by the Consultant. The Consultant's obligations under this section shall survive the expiry or earlier termination of this Agreement

12. Workers Compensation

The Consultant shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

13. Insurance Requirements

The Consultant shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$2,000,000.00 per occurrence, or in such a greater amount as may be required by the District Representative from time to time, acting reasonably.

The Consultant shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the District and to:

- (a) name the District as additional insured
- (b) include that the District is protected notwithstanding any act, neglect or misrepresentation by the Consultant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the District and shall provide that any coverage carried by the District is in excess coverage;

- (e) not be cancelled or materially changed without the insurer providing the District with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence;
- (g) not include a deductible greater than \$5,000.00 per occurrence;
- (h) include a cross liability clause; and
- (i) be on other terms acceptable to the District Representative, acting reasonably.

14. Insurance Certificates

The Consultant shall provide the District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the District.

15. District May Insure

If the Consultant fails to insure as required, the District may effect the insurance in the name and at the expense of the Consultant and the Consultant shall promptly repay the District all costs incurred by the District in doing so. For clarity, the District has no obligation to effect such insurance.

16. Termination for Default

The District may terminate all or any part of, the Services by giving notice of termination to the Consultant, which is effective upon delivery of the notice, if:

- (a) the Consultant breaches this Agreement and the Consultant has not cured the breach, within five days after notice of the breach is given to the Consultant by the District; or
- (b) the Consultant becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Consultant, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Consultant shall be liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the District exceed those that would have been payable to the Consultant for completion of the Services under this Agreement). The District may set off against, and withhold from amounts due to the Consultant, such amounts as the District estimates shall be required to cover the District's costs of correcting any breaches of the Consultant's obligations under this Agreement and to be incurred by the District to complete all or any part of the Services.

17. Records

The Consultant:

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the District, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

18. Copyright & Intellectual Property

The Consultant irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities any work whatsoever generated by or on behalf of the Consultant in performing the Services in which copyright may exist. Without limiting the foregoing, the Consultant irrevocably grants to the District the unrestricted license for the District to use for the District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

19. Agreement for Services

This is an agreement for the performance of services and the Consultant is engaged under this Agreement as an independent Consultant for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Consultant nor any of its employees or Consultants is engaged by the District as an agent of the District or has any authority to bind the District in any way whatsoever.

20. Withholding Taxes

The Consultant will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees. The Consultant agrees to indemnify and hold harmless the District should the District be required to pay any remittances described above.

21. Assignment

The Consultant shall not assign this Agreement or the benefit hereof without the prior written consent of the District, at its sole discretion.

22. Time of the Essence

Time is of the essence of this Agreement.

23. Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

24. Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

(a) To the District:
District of Summerland
District of Summerland Municipal Hall
PO Box 159, 13211 Henry Ave
Summerland, BC. V0H 1Z0
Attention: Jeremy Denegar
E-mail Address: corporateofficer@summerland.ca

(b) To the Consultant:

E-mail Address: _____
Attention: _____

or to such other address or e-mail address of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

25. Interpretation & Governing Law

In this Agreement

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;

- (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- (e) reference to a month is a reference to a calendar month; and
- (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

26. Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

27. Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

28. Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

DISTRICT OF SUMMERLAND

by its authorized signatories:

Signature

Name

Date

CONSULTANT:

by its authorized signatories:

Signature

Name

Date

Part D: Submission Forms




This Part D contains forms detailing the information that should be included in a Proposal, as detailed under Section 6 of Part B.

Part D Contents:

This Part D contains the following forms:

- Appendix A – Certification Form
- Appendix B – Pricing Form
- Appendix C – Methodology, Schedule and Team Form
- Appendix D – Experience Form
- Appendix E – Exceptions to Contract Form

APPENDIX A – CERTIFICATION FORM

	Respondents must complete all details requested in this Appendix A – Certification Form and include this completed form in the Proposal, as detailed under Section 6.1 (Mandatory Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.
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1. Respondent Details:

Full Legal Name of Respondent:	
Other “Doing Business As” Names the Respondent Uses:	
Registered Address:	
Respondent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Certification & Acknowledgement of RFP Process:

By signing this Appendix A – Certification Form, we the Respondent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Services detailed in Part A for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as ‘Contract A’) between the District and us, the Respondent, and that no contractual obligations shall arise between the District and us, the Respondent, until and unless we execute a written Contract with the District.
- d. We certify that in relation to this RFP process, we have not engaged in any conduct which would constitute a conflict of interest and we understand that a conflict of interest would include the following situations:
 - i. The Respondent has an unfair advantage or engages in conduct which may give it an unfair advantage;
 - ii. The Respondent has had access to confidential information of the District which is not available to other Respondents to this RFP.

- iii. The Respondent has influence over an employee of the District who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Respondent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the District up until the Closing Date and Time:

Addendum #	Issued On Date:

4. Certification Signature:

The Respondent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Respondent:

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

APPENDIX B – PRICING FORM



Respondents must complete the requested pricing in all tables in this Appendix B – Pricing Form and include the completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

In addition to completing this Pricing Form, Respondent should also provide a task fee schedule breakdown, as detailed under section 4 of this this Appendix B.

1. Pricing Basis:

Pricing entered into the table of section 2 below, shall be on the following basis:

- a. All Prices are in Canadian funds, are inclusive of all applicable duties and taxes, except the GST which shall be itemized separately where indicated.
- b. The Total Lump Sum Contract Price is all-inclusive and includes for all labour, materials, supplies, travel, overheads, profit, insurance, site visits, expenses, disbursements, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c. Prices shall be firm for the entire Contract term.

2. Fixed Lump Sum Prices for the Services:

For completion of all Services detailed in Part A, the Consultant will be compensated the Fixed Lump Sum Prices as follows:

SERVICES ITEM	FIXED LUMP SUM PRICE
Asset Management Framework Documents– all Services to meet the requirements and deliverables detailed in Part A.	\$
Any Other Costs (please specify if any):	\$
TOTAL FIXED LUMP SUM CONTRACT PRICE:	\$
GST:	\$

3. Price For Additional Optional Work:

If the District chooses to add the Optional Additional Work, detailed in Part A section 2.8, the Consultant's price for this additional work will be as follows:

OPTIONAL ADDITIONAL WORK ITEM	FIXED LUMP SUM PRICE
Gap Analysis and Asset Management Implementation Plan	\$
GST:	\$

4. Task Fee Schedule Breakdown

Proposals should include a Task Fee Schedule Breakdown provided with this Appendix B. This Task Fee Schedule Breakdown can be in a format of the Respondent's choosing, but should detail the following in order for the District to be able to evaluate the level of effort included as per the Scored Criteria (section 6.2 of Part B).

Task Fee Schedule Breakdown should provide the following detail:

- Detail of personnel, hours and the hourly rates for all Services and work requirements identified in Part A – the Services, and section 2 of this Appendix B.
- Detail of all expenses and disbursements for all Services and work requirements identified in Part A – the Services, and section 2 of this Appendix B.
- The total of the Task Fee Schedule Breakdown for the Services must match the Total Fixed Lump Sum Contract Price submitted in section 2 of this Appendix B.
- Detail of personnel, hours, hourly rates, expenses and disbursements for the Optional Additional Work identified in Part A, section 2.8.

APPENDIX C – METHODOLOGY, TEAM & SCHEDULE FORM



Proposals should include, in a format of your choice, the details requested in this Appendix C – Methodology, Team & Schedule Form, as detailed under Section 6.2 (Scored Criteria) of Part B. This section of your Proposal must be labelled as “Appendix C – Methodology, Team & Schedule Form”.

Evaluation Factors:

Factors to be considered during the evaluation in assessing suitability of methodology, team and schedule will include:

- Quality and suitability of the approach, method, work and deliverables proposed in order to meet the scope of work requirements detailed in Part A.
- Demonstration that the Respondent understands the work required and factors to be considered during the Services;
- Experience and expertise of the proposed team;
- Ease of working with the proposed team considering the setup and ease of meeting;
- Suitability of the schedule proposed; plus
- Level of effort and hours proposed for the Services (as per the Task Fee Schedule submitted under Appendix B).

1. Methodology:

Please provide, on a separate sheet and in a format of your choosing, details of the steps, approach, methodology, work and deliverables your company and sub-consultants (if applicable) propose in order to deliver the Services, objectives and content detailed in Part A. This should include details on workshops/engagement sessions and steps in completing the Asset Management Framework Documents. Details on innovative ideas or other value-add approaches should also be provided.

2. Team:

Please provide, in a format similar to the table below, details of the team members from your company, and from Sub-Consultants (if applicable), that will deliver the Services outlined in Part A. Please also attach a resume for each named team member which provides an overview of their education and experience relevant to delivering the Service.


Team Member Name:	Position:	Employee or Sub-Consultant:

3. Schedule:

For the Services (but not the Optional Additional Work) detailed in Part A, please provide a schedule, preferably in a gantt chart format, which details the following for key milestones, deliverables and activities:

- a. Start and Completion dates
- b. Work activity sequence/breakdown, showing predecessors / successors
- c. # of work days

APPENDIX D – EXPERIENCE FORM

	<p>Proposals should include, in a format of your choice, the details requested in this Appendix D – Experience Form, as detailed under Section 6.2 (Scored Criteria) of Part B. Respondents should provide details on 3 projects completed in the last 5 years which are the most relevant and similar to the Services. Respondents should note that the District may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).</p> <p><u>Evaluation Factors:</u> Factors to be considered during the evaluation in assessing suitability of experience will include:</p> <ul style="list-style-type: none"> • Suitability of experience with similar work and projects; • Feedback from Client references, if the District chooses to contact references; and • The District’s own experience.
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Project Experience #1

Client Name:	
Project Name:	
Reference Contact Name & Email:	
Date Respondent Started Work on Project:	
Date Respondent Finished Work on Project:	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #2

Client Name:	
Project Name:	
Reference Contact Name & Email:	
Date Respondent Started Work on Project:	
Date Respondent Finished Work on Project:	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #3

Client Name:	
Project Name:	
Reference Contact Name & Email:	
Date Respondent Started Work on Project:	
Date Respondent Finished Work on Project:	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

APPENDIX E – EXCEPTIONS TO CONTRACT FORM



Respondents must complete all details requested in this Appendix E – Exceptions to Contract Form and include this completed form in the Proposal, as detailed under Section 6.2 (Scored Criteria) of Part B. No changes to this form must be made, except for completing the requested information in the spaces provided.

Evaluation Factors:

Factors to be considered during the evaluation in assessing the response to this Appendix will include:

- Ease for the District in accepting any proposed exceptions to the terms and conditions.

1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Consultant.

We further understand that by selecting Statement A, the District will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Consultant:
(please detail specific exceptions, including clause # and wording change required, in space below):