

## **REQUEST FOR PROPOSALS No. 20-029**

### **Asset Appraisal Services**

**ISSUED:** July 30, 2020

#### **CLOSING DATE AND TIME:**

Submissions must be received at the Closing Location on or before:  
**3:00 PM (15:00 hrs) Local Time on August 21, 2020**

#### **Regional District of Nanaimo (RDN) Contact for Questions:**

Tiffany Moore, Manager of Accounting Services

Telephone: 250-390-6548

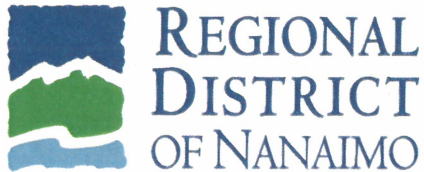
Email: [tmoore@rdn.bc.ca](mailto:tmoore@rdn.bc.ca)

Questions are requested at least five (5) business days before the closing date.

#### **Proponent's Information Meeting:**

No Proponent's meeting will be held.

Proposals will not be opened in public



## **Instructions to Proponents**

### **Closing Date/Time/Location**

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on August 21, 2020. Submission method:

1. By Email: In PDF Format with "20-029 Asset Appraisal Services" as the subject line at this electronic address:

[tmoore@rdn.bc.ca](mailto:tmoore@rdn.bc.ca)

**Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.**

### **Amendment to Proposals**

Proposals may be amended in writing and sent via email at [tmoore@rdn.bc.ca](mailto:tmoore@rdn.bc.ca) on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

### **Addenda**

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN ([www.rdn.bc.ca](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

### **Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to [tmoore@rdn.bc.ca](mailto:tmoore@rdn.bc.ca) on or before the closing.

### **Unsuccessful Vendors**

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



### **1. INTRODUCTION**

The Regional District of Nanaimo invites proposals from qualified firms to provide appraisal services for physical assets valued at an anticipated replacement cost exceeding Two Hundred Million Dollars (\$200,000,000).

The appraisal information will be used for insurance and other management purposes.

The anticipated start date is on or before September 14, 2020 with submittal of the final report on or before December 11, 2020.

### **2. BACKGROUND**

The Regional District of Nanaimo provides regional governance and services throughout Vancouver Island's beautiful central east coast. Communities within the regional federation include the municipalities of Nanaimo, Lantzville, Parksville, and Qualicum Beach, as well as seven unincorporated Electoral Areas. Established in 1967, the RDN is British Columbia's fifth most populous Regional District, of 28 throughout the province, and home to more than 155,000 people. <https://rdn.bc.ca/about-the-rdn>

### **3. SCOPE OF SERVICES**

The Regional District requires an appraisal of certain buildings, structures and their related contents for the placement of replacement cost insurance and other management purposes. Regional District of Nanaimo facilities are in a geographic area located roughly between Cedar, B.C (south) to Deep Bay, north of the Town of Qualicum Beach and west along Highway #4 to Coombs-Hilliers and Errington, B.C.

Typical asset types include, but are not limited to:

- General Administration – office building
- Transit Operations – offices and vehicle shop building
- Fire Departments – 10 buildings of varying sizes – cement block and frame construction
- Wastewater Treatment Plants:
  - Nanaimo – 100,000 people capacity (enhanced primary treatment)
  - Duke Point – 2,500 people capacity (secondary treatment)
  - French Creek – 25,000 people capacity (secondary treatment)
  - Nanoose (Fairwinds) – 3,000 people capacity (primary treatment)
- Solid Waste Disposal Facilities:
  - Regional landfill with several portable and/or pre-fabricated buildings for equipment storage and offices
  - Church Road Transfer Station – pre-fabricated buildings for drop off of commercial waste plus offices
- Water Systems
  - Numerous pumpstations – mostly concrete block construction

- 12 reservoirs – 6 steel and 6 concrete
- Multiplex Arena and Offices (constructed 2003/2004) – concrete block construction
- Swimming Pool – constructed 1993-1994 / remediated building envelope 2010 – steel frame with stucco cladding

#### 4. DELIVERABLES AND OUTCOMES

- 4.1 Constructed assets (inclusive of building services) to be described in detail breaking out the estimated replacement cost new of building components such as foundations, building structure, roof, HVAC equipment and other major building systems.
- 4.2 Mechanical equipment – summarized by location where equipment costs are estimated at less than \$50,000 and listed separately where replacement cost is more than \$50,000.
- 4.3 Furniture and fixtures – summarized by location. A detailed inventory of furniture and fixtures is not required.
- 4.4 The appraisal report should provide the following values:
- **Cost of Reproduction New** – defined as the monetary amount required to reproduce property of like kind and quality at one time in accordance with current market prices for materials, labour, manufactured equipment, contractor’s overhead, profit and fees, but without provisions for overtime, bonuses for labour, or premiums for material.
  - **Cost of Reproduction New Less Depreciation** which is based on the Cost of Reproduction New, as defined above, less an allowance for accrued depreciation as evidenced by observed conditions in comparison with new property of like kind, with consideration for physical deterioration and functional and economic factors deemed relevant for insurance placement. CRNLD is required for Buildings and Structures only. CRNLD is not required for Contents.
- 4.5 **Appraisal Schedules/Reports**  
Appraisal Schedules by building/structure must meet the following minimum requirements;
- a) Type of occupancy
  - b) Age of structure
  - c) Square footage of structure
  - d) Description of and value of building structure
  - e) Description of and value of foundation
  - f) Description of and value of HVAC system
  - g) Description of and value of Sprinkler systems
  - h) Description of and value of mechanical equipment with an estimated replacement cost of \$50,000 or more

- i) Description of and value of interior furnishings – summarized only (including electronic equipment such as computers, tablets and phones)
- j) Replacement cost value, incorporating building codes and applicable bylaws and including demolition and debris removal costs
- k) Photos

Appraisal Schedules must include a minimum of the following four categories broken out:

1. Building Construction and Services – Below Grade Assets
  2. Building Construction and Services – Above Grade Assets
  3. Building Codes and Bylaws including a minimum of subcategories for
    - a. Parking Spaces
    - b. Special Needs Access
    - c. Fire Protection
  4. Demolition and Debris Removal Costs
- 4.6 Software and Electronic Formats

Proponents must submit the final report in a searchable .pdf file format as well as submitting an Excel spreadsheet listing the assets and values by location. The Regional District may consider alternative forms to an Excel spreadsheet and proponents should describe how the information can be provided in an easy to maintain, searchable format.

4.7 Term

The Regional District requires a comprehensive appraisal in Year 1 with updates in Year 2 to Year 5. Payment will be made upon submission of an invoice and the final report in year 1 and upon submission of the invoice and update for each year after year 1.

**5. REFERENCE/BACKGROUND INFORMATION**

- A map of the approximate location of major facilities is included.
- To assist Proponents, a Spreadsheet of Asset values (to December 31, 2019) and the most recent Appraisal report completed in 2012 are available to interested proponents by submitting a request to Tiffany Moore using the contact information on the cover page.

**6. PROPOSAL SUBMISSION AND EVALUATION**

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:



- a) Brief Corporate background, history, and areas of expertise;
- b) Curriculum vitae of key project team members, reasons why they were selected and how they will add value to the project;
- c) Identify challenges, constraints and obstacles and advise strategies to minimize;
- d) What suggestions does your firm have to add value to the project?
- e) Describe your firm's plan to accomplish the project including timelines and key milestones and completion date;
- f) Describe how your firm will monitor the project progression and provide regular status reports;
- g) Describe your quality management process and any certifications;
- h) Sample Report format.
- i) Advise methodology to value contents.
- j) Provide a fee schedule for Years 1, 2, 3, 4 and 5, in Canadian Dollars, excluding GST and including all disbursements including travel.

Proposals will be evaluated on the following basis 40% Technical, 60% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e.  $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$ .

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to enter negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

## **7. PROPOSED PURCHASE CONTRACT**

The RDN's preferred form of Contract is attached herein.



## **8. GENERAL CONDITIONS**

### **8.1 No Contract**

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

### **8.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

### **8.3 Acceptance and Rejection of Submissions**

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

### **8.4 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

### **8.5 Solicitation of Board Members and RDN Staff**

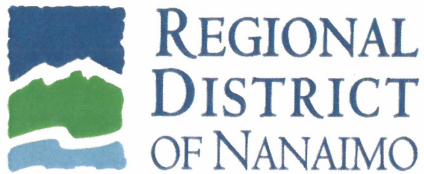
Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

### **8.6 Litigation Clause**

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.



***8.7 Exclusion of Liability***

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

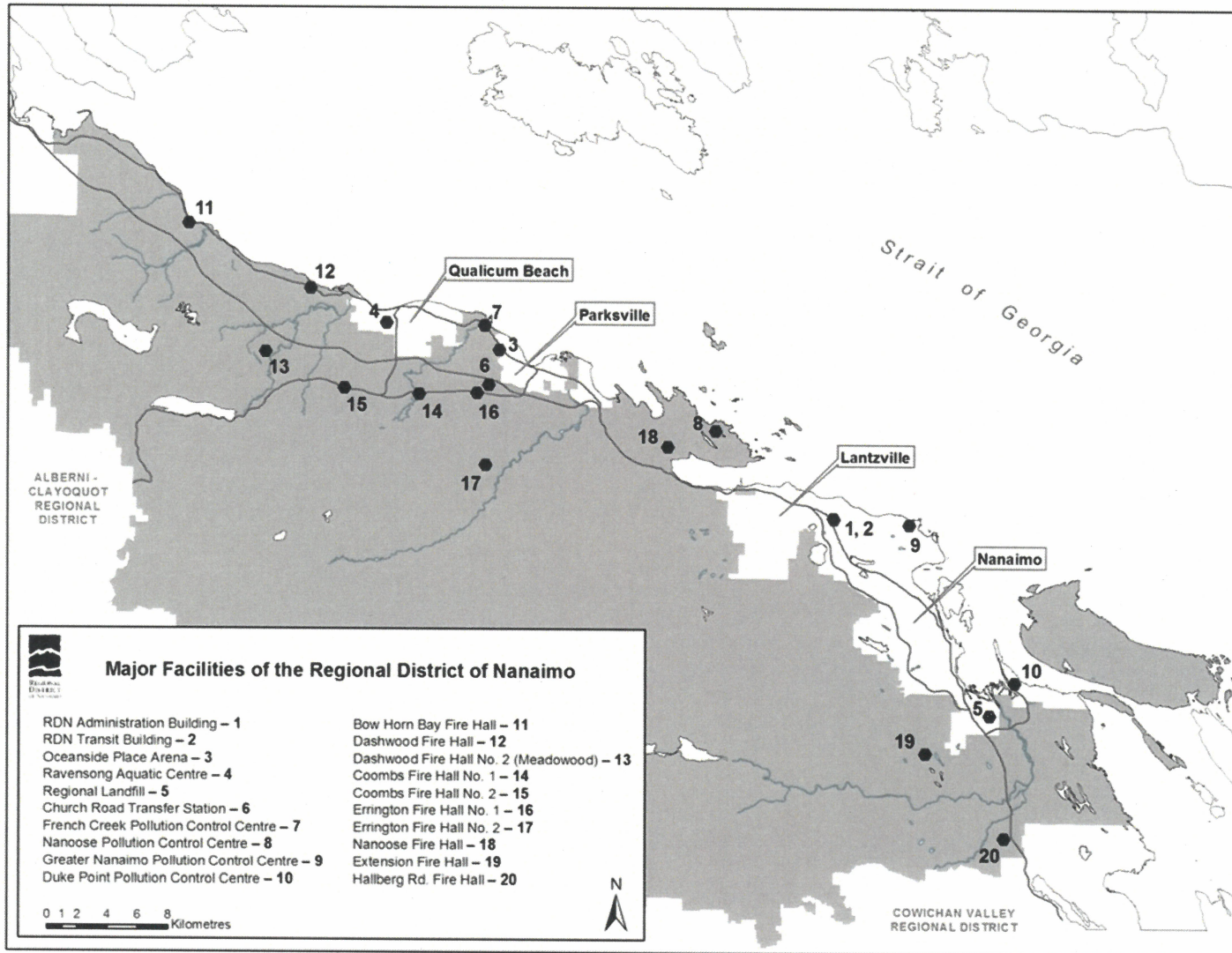
***8.8 Ownership of Proposals***

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

***8.9 Freedom of Information***

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.







**REGIONAL DISTRICT OF NANAIMO**  
**CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

(hereinafter called the "Regional District")

AND:

<VENDOR NAME>  
<Street Address>  
<City, Province>  
<Postal Code>

(hereinafter called the "Consultant")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

**1. Appointment**

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

**2. Term**

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

**3. Payment**

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant.

**4. Independent Contractor**

The Consultant will be an independent contractor and not the servant, employee or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose



unless the Regional District gives the Consultant authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

**5. Assignment and Sub-contracting**

Unless already approved by the Regional District, the Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

**6. Ownership of Documents and Confidentiality**

6.1 Title. The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the Regional District without any payment by the Regional District therefor.

6.2 Patent and Copyright. The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Regional District without any payment by the Regional District therefor.

6.3 Further Assurances. The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

**7. Conflict**

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

**8. Indemnity**

The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.



## **9. Insurance**

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.

Automobile third party liability insurance in an amount not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.

## **10. Termination**

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

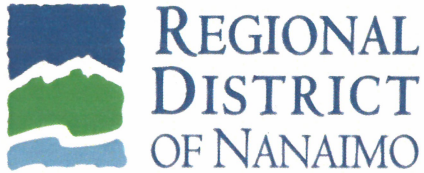
If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

## **11. Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

## **12. Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.



### **13. Counterparts**

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

### **14. Dispute Resolution**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

### **15. Freedom of Information**

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

### **16. Collection of Personal Information**

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant's obligations, or the exercise of the Consultant's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.



**17. Governing Law**

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**18. Worksafe BC Coverage**

All employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

**19. Miscellaneous**

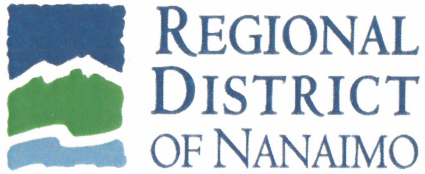
All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

**20. Confidentiality**

The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

**21. Delay in Performance**

Neither the RDN nor the Contractor shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.



**SIGNATORIES**

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

**For the Regional District of Nanaimo:**

\_\_\_\_\_)  
\_\_\_\_\_)  
<Name>, <Title> )

**For the Consultant, <Company Name or Consultant's Name>:**

\_\_\_\_\_)  
\_\_\_\_\_)  
<Name>, <Title> )



**SCHEDULE 'A'  
FEES & EXPENSES**

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of \$**<Enter Amount>** in Canadian Dollars. This compensation includes all fees and expenses excluding GST. If the services are completed by the consultant at less cost than maximum amount, the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all the Services.

Payment by the Regional District to the Consultant will be upon receipt of the final report and invoice for completed services and will be paid on a net 30 days basis from date of receipt.

**SCHEDULE 'B'  
SCOPE OF WORK**

Enter/Attach Scope of Work, Deliverables and Timeframe