



RFP No. 20-005

Request for Proposals

Professional Engineering Services

For

*Nanoose Bay Peninsula Water Service Area
SCADA Implementation – Phase 1*

ISSUED: January 8th, 2020

Closing:

**4 complete hard copies plus 1 electronic (CD or USB) copy prepared in .pdf format
of each Response must be received before 2:00 PM Pacific Time on February 12th, 2020**

Closing location:

**Regional District of Nanaimo
Regional and Community Utilities
Second Floor
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2**

Contact person:

**Gerald St. Pierre, P.Eng., PMP
Project Engineer, Water & Utility Services
Phone: 250-390-6751
E-mail: GStPierre@rdn.bc.ca**

Proponent's Information Meeting:

**A non-mandatory site meeting is scheduled for 1:00 PM on January 22, 2020 at the Nanoose Water
Treatment Plant, 2480 Nanoose Rd, Nanoose, BC**

Contents

1	Background	1
2	Scope.....	3
3	Schedule.....	8
4	Extra Works.....	9
5	Proposal Submission	10
5.1	General.....	10
5.2	Submission	10
5.2.1	Contact Person.....	10
5.2.2	Requests for Information.....	10
5.2.3	Closing Date	11
5.2.4	Late Responses.....	11
5.2.5	Signed Offer	11
5.2.6	Changes to Proposal Wording.....	11
5.2.7	Withdrawal.....	11
5.2.8	Acceptance of Proposals	12
5.2.9	Definition and Form of Contract	12
5.2.10	Modification of Terms.....	12
5.2.11	Ownership of Responses.....	12
5.2.12	Confidentiality of Information	12
5.2.13	Conflict of Interest	12
5.2.14	Solicitation of Board Members and RDN Staff.....	12
5.2.15	Debriefing.....	13
5.2.16	Liability for Errors.....	13
5.2.17	Collection and Use of Personal Information	13
6	Proposal Evaluation Criteria.....	14
6.1	Project Team, Experience, and Corporate Commitment.....	14
6.2	Past performance, and references.....	14
6.3	Project Understanding, Methodology, Task List and Deliverables	15
6.4	Fees	15
7	Appendices.....	16

1 Background

The implementation of a regional SCADA system for the Regional District of Nanaimo (RDN) will be a multi-phase project with each phase potentially being distributed across multiple years depending on budget availability. The first phase of this project will involve the development of many key deliverables which will be carried through future phases of the work. Phase 1 of the RDN SCADA system implementation will generally include the following engineering services:

- Standards Development
- Preliminary Design
- Detailed Design
- PLC & SCADA Systems Integration
- Tender Management
- Construction Management
- Commissioning Management
- Operational Support during Warranty Period Management

The first phase of the regional SCADA system implementation will be focused on the RDN's Nanoose Bay Peninsula Water Services Area (WSA), see Appendix A. Within this WSA there are 22 water system stations which will require integration into the SCADA system, as shown in the following table:

<i>Station</i>	<i>Long Name</i>	<i>Existing SCADA, PLC, RTU or Automation?</i>
1	Nanoose Anchor Booster Pump	Yes - Pribusin Telephone Modem for Hardwired IO
2	Nanoose Arbutus Reservoir	No - Hardwired to Anchor Booster Pump Stn.
3	Nanoose PRV	Yes - Pribusin Telephone Modem for Hardwired IO
4	Nanoose Dolphin Reservoir	Yes - Pribusin Telephone Modem for Hardwired IO
5	Nanoose Eagle Heights Reservoir	No - Hardwired to Stewart Rd Pumphouse
6	Nanoose Stewart Road Pumpstation	No - Hardwired to Eagle Heights Reservoir
7	Nanoose Fairwinds Reservoirs	Yes - Pribusin Telephone Modem for Hardwired IO
8	Nanoose Fairwinds Well # 1	Yes - Pribusin Telephone Modem for Hardwired IO
9	Nanoose Fairwinds Well # 2	Yes - Pribusin Telephone Modem for Hardwired IO
10	Nanoose Fairwinds Well # 3	Yes - Pribusin Telephone Modem for Hardwired IO
11	Nanoose Library Flow Control & PRV	No
12	Nanoose Madrona Pump House	Yes - SCADAPack 334 - Pribusin Modem
13	Nanoose Madrona Reservoir	No - Hardwired to Madrona Pumphouse
14	Nanoose Madrona Well # 4	No - Hardwired to Madrona Pumphouse
15	Nanoose Madrona Well # 8	Yes - Pribusin Telephone Modem for Hardwired IO
16	Nanoose Parker Road Well & Pumphouse	Yes - SCADAPack 334 - Standalone
17	Nanoose Pumphouse	Yes - Pribusin Telephone Modem for Hardwired IO
18	Nanoose Sherbrooke PRV	Yes - Pribusin Telephone Modem for Hardwired IO
19	Nanoose Wall Brook Well # 1	Yes - Pribusin Telephone Modem for Hardwired IO
20	Nanoose Water Treatment Plant	Yes - FactoryTalk View SE SCADA / CompactLogix PLC
21	Nanoose West Bay Well and Pumphouse	Yes - Pribusin Telephone Modem for Hardwired IO
22	NanooseBulk Nanoose Bay Peninsula Pumphouse	Yes - CompactLogix PLC / Local HMI

The intent of implementing a regional SCADA system is to develop a robust, resilient, standardized SCADA system which conforms to industry standards and will allow the RDN to expand the system

through future implementation phases. The RDN has determined the following components will be utilized throughout the design process as they will best meet the current and future requirements of the RDN:

PLC Hardware: Allan Bradley CompactLogix 5380 Series Programmable Logic Controllers

SCADA Software: VTSCADA Version 12 – 5000 Tag Dual Server Premium

Network Routers: To be determined in SCADA Communications Architecture Workshop with RDN IT staff

2 Scope

Based upon the selected PLC, SCADA and Networking hardware the RDN is seeking engineering services related to the design and implementation of the regional SCADA system. The services will include, at a minimum, the following scope of work:

Preliminary Design

The preliminary design phase of the project will see the consultant develop, in conjunction with RDN staff, standard templates and conventions which will be utilized through the remainder of the project as well as future phases of the SCADA implementation.

- Project kickoff meeting
- Data gathering and information review. The RDN has limited record drawings for the facilities in question and will provide documentation which is available to the selected proponent.
- Site Visits. Information to be gathered includes:
 - o Instrumentation and Equipment details and wiring interconnections
 - o PLC / RTU / HMI programs (where existing)
 - o Control strategy information collected from device configuration, station interconnection, and operator interviews
- In-Person Preliminary Design Workshop with operations and engineering staff to discuss the following preliminary information:
 - o Functional Requirements / Level of Automation
 - The RDN desires that the Regional SCADA system will allow for full Supervisory Control of remote stations, allowing operations staff to remotely adjust all parameters, start, and stop equipment.
 - o PLC & SCADA Templates
 - The consultant will demonstrate the standardized programming templates which will be utilized to develop the PLC programs and corresponding SCADA system. Documentation will be required for all templates detailing the structure, programming implementation, operation, and user interfaces develop for each template. All templates will utilize User-Defined Data Types within the PLC and will correspond to VTSCADA Tag Types developed by the consultant. All VTSCADA Tag Types will utilize Parameter Expressions to auto-generate all tag addresses. Corresponding to each VTSCADA Tag Type will be a variety of Widgets developed based on industry standard High Performance graphics conventions. The consultant will be responsible to develop PLC and SCADA templates for the following typical program components:
 - Analog Input – Includes HH,H,L,LL,Fault alarms with setpoints and delays
 - Discrete Alarm – Includes adjustable delay setpoint
 - Motor (Fixed and Variable speed) – Includes typical motor alarms
 - Chemical Pumps – Includes typical dosing calculations

- Two Position Valves – Includes fail to open / close alarms
 - Modulating Valves – Includes fail to open / close / move alarms
 - Flow Totalizers – Includes pulsed or calculated totals
 - PLC IO Module Monitoring – Generates alarms based on IO faults
- Programming Conventions
 - The consultant will demonstrate a typical PLC program, SCADA display and associated functionality to the RDN. The following SCADA components must be documented and demonstrated:
 - PLC & SCADA Tag Naming, conforming to ISA 5.1
 - Alarm Management, conforming to ISA 18.2
 - Alarm Priority Modification
 - Alarm Disable / Shelve
 - Alarm Notifications via. Voice, email, and SMS
 - SCADA Graphics, conforming to ISA 101
- Automated Reporting
 - The consultant will configure an automated reporting system which will produce daily summary reports of analog values indicating daily and monthly minimum, maximum, average, and total values for all data points identified by the RDN.
- Control Philosophies
 - The consultant will develop control philosophies for each station detailing the anticipated control strategies, alarm setpoints, alarm delays, staging / sequencing, and all other process control related settings and strategies.
 - The control philosophies must detail all site-to-site communications and clearly define failure modes in the event of communications loss. Excluded from this task are the Nanoose Bay WTP, Bulk Water Pumphouse, and Parker Road Well Site. Control Philosophies for excluded stations have already been completed; however, interaction between these stations and other existing stations must be documented in the new control philosophies, including communication loss.
- In-Person SCADA Communications Architecture Workshop with RDN IT staff will include discussion of the following:
 - Industry best practices for SCADA Network Environments
 - Recommended Communications Architecture
 - Active Directory Integration
 - Delineation of responsibility for procurement, configuration and maintenance of networking equipment
 - Status of current SCADA server and any new requirements
 - Physical siting of server/network assets
- Hardware requirements for each station including required PLC, communications equipment, controls panel hardware, wiring and installation
- Class C Cost Estimate of proposed system upgrades

- All of the foregoing will be documented in a Design Basis Memorandum and submitted to the RDN for review. After a two-week review period, an in-person meeting will be scheduled to review the DBM, upon finalization the consultant may proceed to the next phases of the project.

Detailed Design

Based upon the finalized DBM the consultant may proceed with the detailed design phase of the project. At a minimum, this phase of the project is anticipated to include:

- Communications Architecture Drawings
- Control Panel Layout Drawings
- Control Panel Bill of Materials
- IO Wiring Diagrams
- Class B Cost Estimate
- Items above to be submitted as a 50% design package for RDN review and presented at an in-person 50% design review meeting one week later
- Basic Electrical specifications
- Control Panel specifications
- Commissioning specifications.
 - o The consultant will be responsible for developing detailed commissioning specifications which will include definition of commissioning phases, documentation requirements, and stakeholder responsibilities.
- Development of Pre-Commissioning Checklists
- Development of Instrument & Equipment Startup Checklists
- Tender Documents (front end) to CCDC 2 or equivalent
- Class A (Pre-Tender) Cost Estimate
- Items above to be submitted as a 95% design package for RDN review and presented at an in-person 95% design review meeting one week later
- A final 100% design package to be submitted to the RDN including all the items included in the DBM, 50%, and 95% packages

PLC & SCADA Programming

Based upon the finalized DBM the consultant may proceed with the programming phase of the project. At a minimum, this phase of the project is anticipated to include:

- Migration of existing Nanoose Bay WTP SCADA system to VTSCADA. Existing system includes: connection to 4 PLCs (Nanoose Bay WTP, Nanoose Bay Bulk Water Pumphouse, Parker Rd. Well, and San Pareil), ~ 650 Tags, ~ 30 screens. Migration will require SCADA reprogramming to ensure that graphics and alarm controls conform to standards defined in the DBM. PLC reprogramming is not required.
- PLC programming, based on station control philosophies, for twenty stations within the Nanoose WSA. Excluded stations are the Nanoose Bay WTP, Parker Road Wellsite, and Bulk

Water Pump Station; for excluded stations, graphics and alarms will be developed to conform to DBM standards and conventions.

- An in-person 50% review workshop with RDN staff to demonstrate progress, screen layouts, alarm system operation, and other SCADA conventions
- Adjustment of programming based upon comments received during review workshop
- An in-person 95% review workshop with RDN staff to demonstrate progress, screen layouts, alarm system operation, and other SCADA conventions
- Factory Acceptance Testing (FAT) with RDN staff to confirm final acceptance of SCADA programming

Tendering and Construction Phase Services

As the project enters the construction phase, the following services are anticipated to be required:

- Construction Manager Services
 - o The consultant will prepare tender documents in the latest CCDC 2 format and manage the tender process, including aiding the RDN in posting the tender, responding to tenderer questions, facilitating an on-site pre-tender meeting, preparing any required addenda, receiving and reviewing tenders, and preparing a recommendation for award.
 - o The consultant will prepare construction contract documents in the latest CCDC 2 format, including any required supplementary conditions and specifications, and Issued for Construction drawings.
 - o The consultant will manage the construction contract, including, but not limited to, progress payments, change orders, bi-weekly construction meetings, inspections, QA testing, shop drawing reviews, and substantial and final completion certificates. Details of the proposed levels of inspection and anticipated inspection plan should be included in the proposal.
 - o The consultant will prepare record drawings for the project and submit 3 half size copies, an electronic (.pdf) copy, and complete AutoCAD files to the RDN.
 - o The consultant will collect and compile all Operations and Maintenance materials and prepare a complete Operations and Maintenance Manual. Submit 3 complete hard copies and an electronic (.pdf) copy to the RDN.
 - o The consultant will prepare and submit a project record package including permits, photos, test results, and inspection reports to the RDN.
- Commissioning Manager Services
 - o The consultant will appoint a commissioning manager who will be responsible to liaison with the selected contractor to assist the contractor through the commissioning process.
 - The commissioning manager will be responsible to assist the contractor in development of detailed commissioning work plans (work plans must show discrete tasks, responsibilities, and estimated durations), enforce commissioning requirements detailed in specification, confirm that work plans are followed, and verify that documentation is completed.
- Systems Integration Services

- The consultant will be responsible for loading and testing the PLC program for each station, establishing communications between sites (working with the RDN IT group), coordinating IO testing with electrical contractor, testing and confirming the documented control philosophy, and testing and confirming the desired SCADA functionality including alarm notifications.
- The consultant shall demonstrate proficiency with the selected hardware and software platforms and should indicate the number of years' experience with each product, as well as other similar projects which have been completed with the selected products.
- Training
 - The consultant will be responsible for developing and delivering a detailed SCADA Operations Training course.
 - The course will include instruction related to the new SCADA system including: user management, navigation, toolbars, process graphics, alarm screens, alarm notification system, trending system, reporting system, and remote access.
 - The consultant shall indicate how many hours of on-site training will be provided and include a typical training outline in their proposal.

Post Construction Services

Post construction services will be required throughout the contract warranty period, which will start when the all sites have been successfully commissioned and end 18 months later. The consultant should detail the anticipated delivery method of each of the services required during this period. Post construction services will include the following:

- Warranty Inspections
- Assistance with warranty issues which are the responsibility of the contractor (hardware and electrical systems)
- Correction of warranty issues related to the PLC and SCADA software implementations
- Availability for system enhancements and support request not related to the implementation project. Consultant to provide indication of rate structure and response methods for emergency and non-emergency support requests.

Project Management Services

The consultant will provide monthly progress reports throughout the design and construction stages of the project. Progress reports will include, as a minimum, the following sections:

- Summary
- Work Completed Last Period
- Work Planned for the Next Period
- Actual vs. Planned Progress, including anticipated schedule to complete and costs to complete
- Change Management Log
- Potential Issues/Opportunities

3 Schedule

The following dates, other than the RFP closing date, are guidelines only and may be adjusted based on the schedule provided by the successful proponent.

RFP Closing Date: February 12th, 2020

Anticipated Award Date: March 25th, 2020 (pending RDN Board approval)

Finalized DBM: June 2020

Construction Tender Posting: August 2020

4 Extra Works

The consultant must receive written approval prior to commencing any additional works which will affect the project cost or schedule. The consultant is to submit a Change Order indicating the impact the extra or additional works will have on the project for written approval from the RDN.

A Change Order must also be submitted in the event the consultants fees will exceed the original Proposal amount (i.e. original budget change must be requested and must be approved in writing). In this situation the consultant may be requested to provide scope change alternatives to meet budget.

An invoice encompassing additional works that have not been approved in writing will not be accepted by the RDN.

5 Proposal Submission

5.1 General

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be in general alignment with these expectations to facilitate comparative evaluation.

Before submitting proposals, proponents must satisfy themselves about the nature and location of the work, local conditions, the professional services, equipment, technology and facilities needed for the execution of the work, and all other factors that might have a bearing on their proposal. Proponents are fully responsible for obtaining all information required for the preparation of proposals and the execution of the work.

Proponent's Information Meeting:

A non-mandatory site meeting is scheduled for 1:00 PM on January 22, 2020 at the Nanoose Water Treatment Plant, 2480 Nanoose Rd, Nanoose, BC.

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meeting, negotiations, or discussions with the RDN or its representatives and consultants, relating to or arising from this RFP. Proponents agree that by participating in the RFP process, and/or submitting a Proposal, they have no claim for compensation.

5.2 Submission

5.2.1 Contact Person

The contact person for the RDN is:

Gerald St. Pierre, P.Eng., PMP
Project Engineer, Water and Utility Services
Office Phone: 250-390-6751
GStPierre@rdn.bc.ca

5.2.2 Requests for Information

Any requests for information (RFIs) related to this RFP are to be directed, in writing by email, at least seven (7) calendar days prior to the Closing Date, to Gerald St. Pierre at the RDN. Email contact is GStPierre@rdn.bc.ca.

RFI's and answers will be recorded and distributed via addendum posted to BC Bid (www.bcbid.gov.bc.ca). It is the responsibility of the Proponent to download and obtain any addenda posted prior to submitting their final proposal. Information obtained from any other source is not official and should not be relied upon.

5.2.3 Closing Date

Four (4) complete hard copies (1 marked “Original”, 3 marked “Copies”) of each proposal plus one (1) electronic copy on CD or USB flash drive, prepared in .pdf format, must be received before 2:00 PM, Pacific Time, on February 12th, 2020 at the address on the front cover of this RFP. In the event there are any discrepancies between the hard copy submissions marked “Copies” and the electronic copy, the hard copy marked “Original” shall prevail.

Proposals sent by facsimile (fax) or e-mail will not be accepted.

There will be no public opening for this RFP.

Proposals are to be submitted in sealed envelopes clearly marked with:

1. Name and address of the Proponent
2. Proposal for Professional Engineering Services for Nanoose Bay Peninsula Water Service Area SCADA Implementation – Phase 1
3. Closing 2:00 PM, Pacific Time, February 12th, 2020

5.2.4 Late Responses

Proposal envelopes will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard copies of late submissions will not be considered or evaluated and will be returned to the proponent unopened.

In the event of a dispute, the proposal receipt time will be as recorded at the closing location for the hard copy and will prevail whether accurate or not.

5.2.5 Signed Offer

The proposal must include a signed ‘offer of services’ and the offer must be signed, by a person / persons authorized to sign on behalf of the proponent(s) and to bind the proponent(s) to statements made in the proposal.

5.2.6 Changes to Proposal Wording

The Proponent will not change the wording of its proposal after the closing date and time specified on the front cover of this RFP and no words or comments will be added to the proposal unless requested by the RDN for purposes of clarification.

5.2.7 Withdrawal

Proposals may be withdrawn prior to the deadline upon emailed notice to Gerald St. Pierre at GStPierre@rdn.bc.ca. Withdrawn proposals may be replaced by alternative proposals providing they are submitted as instructed and received prior to the posted closing date and time.

Proposals must remain valid for 90 days following the RFP closing date and time noted. Proposals are irrevocable after the closing date and time.

5.2.8 Acceptance of Proposals

This RFP is not an agreement to purchase goods or services. The RDN is not bound to enter into a Contract with any proponent. Proposals will be assessed in light of the proposal review criteria. The RDN will be under no obligation to receive further information, whether written or oral, from any proponent. The offer of services will prevail whether accurate or not.

The acceptance of any proposal may be subject to approval by the Board of the Regional District.

5.2.9 Definition and Form of Contract

The receipt of an offer of services with a proposal will not constitute a contract. A contract will not be entered into until the RDN accepts a proposal and the RDN and the proponent enter into a full written contract as a result of this RFP. Only after a contract is mutually agreed to and signed by both parties, will a proponent acquire any legal or equitable rights or privileges.

Any Contract executed by the RDN and the selected Proponent will be substantially similar to the terms and conditions of the Professional Services Agreement in Appendix B. No additional terms and conditions may be submitted with Proposals.

5.2.10 Modification of Terms

The RDN reserves the right to modify the terms of this RFP, in its sole discretion, at any time up to 5 working days prior to the noted closing date. This includes the right to cancel this RFP at any time without entering into a Contract.

5.2.11 Ownership of Responses

All documents, including Responses, submitted to the RDN become the property of the RDN. The RDN is bound by the provisions of the Freedom of Information and Protection of Privacy Act. All Proponents submitting Proposals pursuant to this RFP are advised that such Proposals will be treated as public documents and the contents of the same disclosed upon written request if required to do so pursuant to the Act.

5.2.12 Confidentiality of Information

Information pertaining to the RDN obtained by the proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the RDN.

5.2.13 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.

5.2.14 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.

5.2.15 Debriefing

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the RDN within 14 calendar days of notification.

5.2.16 Liability for Errors

While the RDN has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDN, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

5.2.17 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RDN with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RDN. Such written consents should specify that the personal information may be forwarded to the RDN for the purposes of responding to the RFP and used by the RDN for the purposes set out in the RFP. The RDN may, at any time, request the original consents or copies of the original consents from Proponents.

6 Proposal Evaluation Criteria

The Regional District of Nanaimo reserves the right to reject any or all Proposals or to accept the Proposal deemed most favorable in the interest of the District. The lowest priced or any Proposal may not necessarily be accepted.

Requests for Proposals will be evaluated against the following criteria.

6.1 Project Team, Experience, and Corporate Commitment

This component of the evaluation will constitute 25% of the evaluation points. The expectations for this component are:

1. Demonstrate that the firms' organization and proposed team, including sub-consultants and specialists, has the necessary technical and managerial background and experience to carry out the requirements of this project. Specific expertise should be demonstrated for the following:
 - a. Programming and implementation of VTSCADA systems
 - b. Design and troubleshooting of Allen-Bradley PLCs
 - c. Construction and commissioning management
 - d. Development of specifications and tender documents
 - e. Control philosophies
 - f. Project Management
 - g. Quality Assurance and Control
 - h. Provision of Operator training
 - i. Provision of ongoing SCADA support services
2. Include a team organization chart and provide resumes of two pages (maximum) per key individual detailing who will be assigned responsibility for each component of the work. List staff and/or sub-consultants, who will be assigned to each component, and include their related experience. Subsequent substitution of staff and/or sub-consultants shall be submitted in writing for review and approval by the RDN. Acceptance of staff and/or sub-consultant substitutions will be at the sole discretion of the RDN.
3. State the proponent's corporate commitment to completing this Project within the scope, budget and timelines outlined.

6.2 Past performance, and references

This component of the evaluation will constitute 10% of the evaluation points. The expectations for this component are:

1. Prepare a list, in chronological order of three (3) recent and similar projects completed by the proponent including details of which projects were undertaken by members of the proposed project team. Provide the name and telephone number of a contact person from previous projects. For each of the projects provided as references include a brief outline of the project

and its relevance to this project. References may be contacted to confirm the proponent's ability to meet budget, schedule, and quality targets. The RDN reserves the right to contact additional previous clients, that are not listed in the proposal, based on publicly available information.

2. Preference will be given to Proponents with multiple recent projects of similar size and scope.
3. Preference will also be given to Proponents whose similar projects were completed by the team members proposed for the Districts project.

6.3 Project Understanding, Methodology, Task List and Deliverables

This component of the evaluation will constitute 25% of the evaluation points. The expectations for this component are:

1. Provide a task list summary to clearly show project understanding, the level of effort planned and time commitment for all members of the project team on each part of the project. Clearly identify each team member per task and number of hours. Clearly indicate in the proposal which items or which parts of items will be undertaken by your firm or by a sub-consultant.
 - a. The consultant should provide a detailed explanation of how they plan to provide ongoing SCADA support services, including both remote and on-site needs.
2. Provide a Gantt chart style schedule of the key work activities proposed and identified deliverables to meet the RDN's schedule requirements. Include key activities, deliverables and notifications to proceed in terms of weeks. The schedule should include 10 working days for review of all submissions by the RDN.
3. Demonstrate that the proponent understands the critical issues for the success of this project.

6.4 Fees

This component of the evaluation will constitute 40% of the evaluation points. The expectations for this component are:

1. Provide a total fee budget for the provision of all services required to provide the deliverables noted in Section 2 of this RFP. Identify hourly rates that include local travel. Detail and include any and all travel expenses expected with the proposed team and task list, including estimated disbursements.

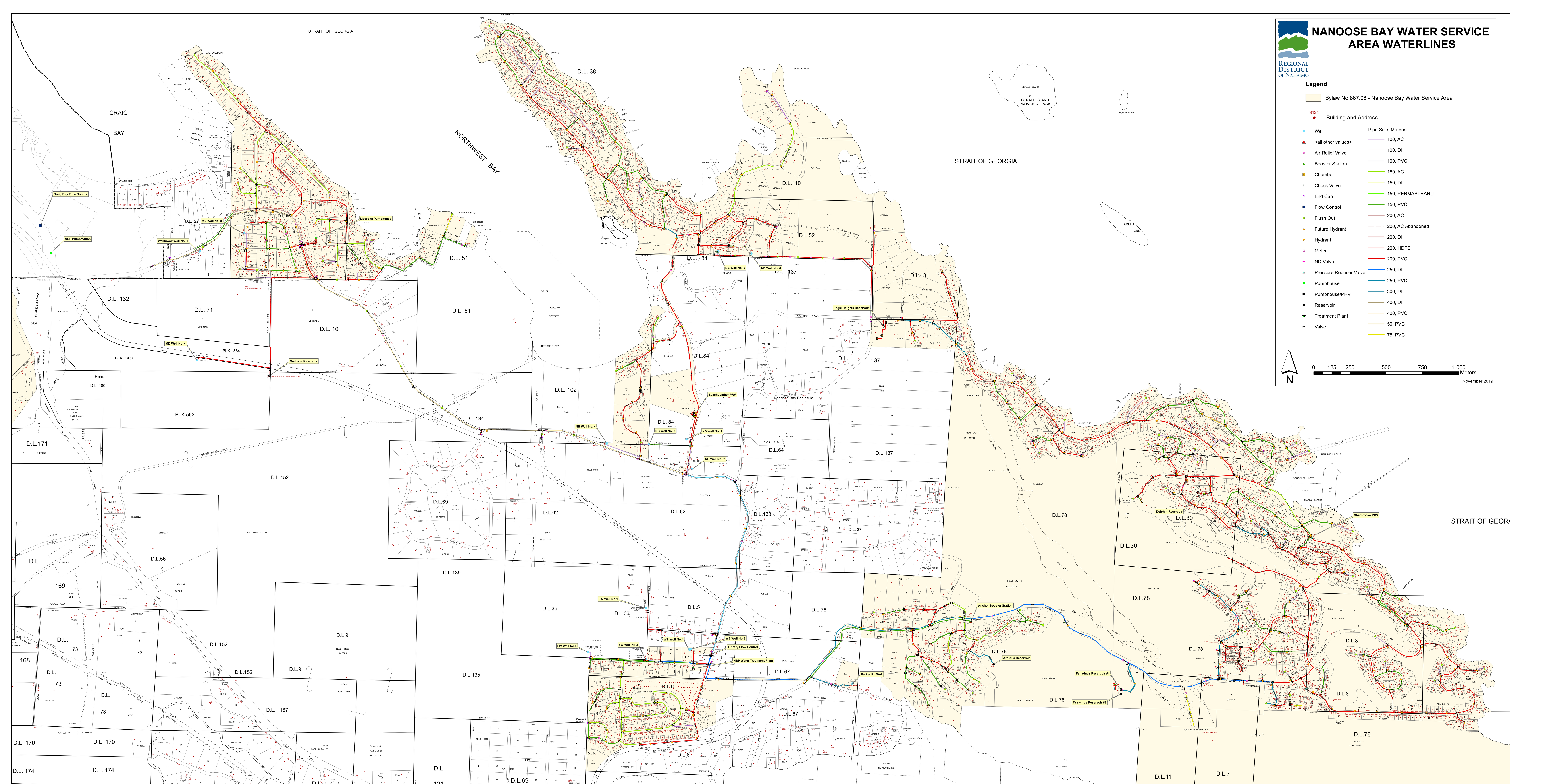
Evaluation criteria for fees will be as per the following formula:

$$\text{Fees score} = \frac{\text{Lowest Price} \times 20 \text{ Points}}{\text{Proposal Price}}$$

7 Appendices

Appendix A – Map of the RDN Nanoose Bay Peninsula Water Service Area

Appendix B – Consultant Services Agreement Contract Template



AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

<Company Name>

<Company Street Address>

(the "**Consultant**")

OF THE SECOND PART

W H E R E A S:

- A. The Regional District called for proposals for the provision of consulting services for **<insert project title>** (the "**Project**"), and the Consultant in reply submitted a proposal dated **<insert date>**. A copy of the request for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedule "D" to this Agreement.
- B. The Regional District has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Consultant, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Consultant under this Agreement agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) **"Agreement"** means this agreement and all attached schedules; and
- (b) **"Services"** means the services to be provided by the Consultant, as described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing **<insert date>** and terminating on **<insert date>** (the **"Term"**), subject to earlier termination as provided in Part 7 of this Agreement.

3.0 CONSULTANT'S DUTIES AND RESPONSIBILITIES

3.1 The Consultant must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" and the Consultant's proposal set out in Schedule "D" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by consultants having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees that the Consultant is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Consultant's expense any insurance that the Consultant is required to provide by law, or that is reasonably necessary to insure against any risks one may assume as a result of entering into this Agreement. Without limiting the foregoing, the Consultant must provide and maintain at the Consultant's expense any insurance specifically required in Schedule "B" to this Agreement. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafeBC, and maintain workers compensation coverage with WorkSafeBC for the Consultant and its employees;

- (g) provide satisfactory proof of the Consultant's WorkSafeBC coverage to the Regional District upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) ensure that all of the Consultant's subcontractors, subconsultants and partners that operate an independent business are registered with WorkSafeBC and have Personal Optional Protection coverage;
- (j) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (k) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (l) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Consultant's provision of the Services;
- (m) comply with the Consultant's obligations set out in Schedule "E" to this Agreement; and
- (n) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Consultant to the Regional District under this Agreement.

4.0 CONSULTANT REPRESENTATIONS AND WARRANTIES

4.1 The Consultant represents and warrants to the Regional District that:

- (a) if the Consultant is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Consultant has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform

the Services.

5.0 FEES AND EXPENSES

- 5.1 In consideration for the provision of the Services, the Regional District shall pay to the Consultant the fee for all Services rendered under this Agreement according to the amounts, method and times of payment set out in Part 26.0 and Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

- 6.1 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.

7.0 TERMINATION

- 7.1 If the Consultant is in default in the performance of any of its obligations under this Agreement, or if the Consultant becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement immediately by written notice to the Consultant.
- 7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Consultant.
- 7.3 In the event that this Agreement is terminated, the Consultant shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Consultant's default.

8.0 CONFIDENTIALITY

- 8.1 The Consultant 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.

9.0 NOTICE

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if hand/courier delivered, at the time of delivery;
- (b) if sent by email to the email addresses set out below, once it has been electronically transmitted; and
- (c) if mailed and accepted by any government post office and addressed as follows:

if to the Regional District 6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention: **<insert project manager name>**
Email: **<insert email address>**
Fax: **<insert fax or delete this line>**

if to the Consultant: **<insert consultant address>**
Email: **<insert email address>**
Fax: **<insert fax or delete this line>**

9.2 The parties agree that any changes to the above contact information for notices under this Agreement will be provided to the other party in writing.

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

- 13.1 The legal relationship between the Consultant and the Regional District is that of an independent consultant and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.
- 13.2 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.

14.0 NO ASSIGNMENT

- 14.1 The Consultant shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the Regional District, which may be withheld for any reason.

15.0 WAIVER

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified or amended except by subsequent agreement in writing.

17.0 LAW APPLICABLE

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Regional District of Nanaimo of British Columbia.

18.0 CONFLICT

- 18.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

19.0 HEADINGS

- 19.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

20.0 INTERPRETATION

- 20.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

21.0 DISPUTE RESOLUTION

- 21.1 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.

- 21.2 If the parties are unable to negotiate a resolution within 30 days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the B.C. International Commercial Arbitration Centre (BCICAC), and unless the parties agree otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator.

- 21.3 The parties will be responsible for their own costs under the dispute resolution process set out in this part 21.0.

22.0 COUNTERPARTS

- 22.1 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.

23.0 DOCUMENTATION, PATENT AND COPYRIGHT

- 23.1 **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.
- 23.2 **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.
- 23.3 **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.

24.0 DELAY IN PERFORMANCE

- 24.1 Neither the Regional District nor the Consultant 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, 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 Regional District or the Consultant 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.

25.0 SEVERABILITY

- 25.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

26.0 PAYMENT

- 26.1 The Consultant shall submit invoices to the Regional District for Services performed monthly (the “billing period”) during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.
- 26.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any subconsultants. The Consultant shall also provide to the Regional District upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the Regional District shall request.
- 26.3 Except for the amounts which the Regional District in good faith is disputing and except for any set off which the Regional District may claim and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days’ receipt thereof.
- 26.4 The Consultant shall keep and shall cause any Subconsultants to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The Regional District or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.

27.0 SUBCONSULTANTS

- 27.1 Subject to section 3.1(h) and 14.1, the Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications and experience in their respective areas of expertise.

28.0 WORK AND SERVICES OMITTED

- 28.1 Upon receipt of written direction from the Regional District, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the Regional District for loss associated with any omitted Services.

29.0 THIRD PARTY RIGHTS

- 29.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Regional District and the Consultant.

30.0 COLLECTION OF PERSONAL INFORMATION

- 30.1 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.



IN WITNESS HEREOF the Regional District and the Consultant have executed this Agreement as of the day, month and year first above written.

REGIONAL DISTRICT OF NANAIMO, by its
authorized signatory:

Signature:

Printed Name:

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[NAME OF CONSULTANT (corporation)], by
its authorized signatory:

Signature:

Printed Name:

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SCHEDULE "A"

A.1 SERVICES

<Insert scope of services and timelines>

A.2 DELIVERABLES

<Insert deliverables and outcomes>

A.3 FEES

1. The total fee to be paid to the Consultant by the Regional District shall not exceed a maximum of **<insert upset amount>**. This fee includes all expenses, disbursements and GST. Hourly rates outlined in the proposal, billed in quarter hour increments, subject to prior agreement by both parties, may be charged by the Consultant should the scope of the study be modified to include any supplemental work. Rates are firm for the initial term and any subsequent term extensions.
2. If the Contractor receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all of the Services.

SCHEDULE "B"

INSURANCE

<modify as required for the project at hand>

1. The Consultant shall, at its own expense, provide and maintain throughout the Term the following minimum insurance in a form acceptable to the Regional District and with an insurer licensed in British Columbia:
 - a. **Comprehensive General Liability** 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.
 - b. **Automobile Third Party Liability Insurance** on all owned or leased vehicles in an amount not less than two million dollars (\$2,000,000.00)
 - c. **Professional Liability Insurance** of \$250,000 per claim and \$1,000,000.00 aggregate.
2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Regional District.
3. The Consultant shall provide the Regional District with evidence of all required insurance prior to the commencement of the Services. Such evidence shall be in a form acceptable to the Regional District. When requested by the Regional District, the Consultant shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the Regional District with thirty days (30) advance written notice of cancellation or material change.
5. The Consultant hereby waives all rights of recourse against the Regional District with regard to damage to the Consultant's property.
6. The Consultant shall require and ensure that each subconsultant maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Services until the date of the final payment.

Any deductible amounts in the foregoing insurance are payable by the policyholder and shall be in an amount acceptable to the Regional District.

SCHEDULE “C”

RDN REQUEST FOR PROPOSALS

<insert project title>

Attached

SAMPLE

SCHEDULE “D”

PROPONENT’S PROPOSAL

<insert project title>

Attached

SAMPLE