



REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS for the

ELECTORAL AREA “D” SERVICE AND BOUNDARY CONFIGURATION STUDY

June 1, 2021

Proposals clearly marked “**REQUEST FOR PROPOSALS – ELECTORAL AREA “D’ SERVICE AND BOUNDARY CONFIGURATION STUDY**” will be accepted until **11 AM PDT on Tuesday June 22, 2021** at the office of the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, BC V2A 5J9.

Proposal documents and further information are available online at the Regional District of Okanagan-Similkameen website at <https://www.rdos.bc.ca/newsandevents/rdos-news/tenders-and-rfps/>, on the BC Bid website at www.bcbid.gov.bc.ca, on the Civic Info website at www.civicinfo.bc.ca and at the office of the Regional District of Okanagan-Similkameen at the above address during regular office hours.

The Regional District of Okanagan-Similkameen reserves the right to accept or reject any or all proposals and to waive any informality in the proposals received, in each case without giving any notice. The Regional District of Okanagan-Similkameen reserves the right to accept the proposal which is deemed most advantageous.

Fax submissions will **not** be accepted. The lowest or any proposal will not necessarily be accepted.

For further information, please contact:
Christy Malden, Manager of Legislative Services
T: 250.492-4146 E: cmalden@rdos.bc.ca

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
ELECTORAL AREA “D” SERVICE AND BOUNDARY CONFIGURATION STUDY

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REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
ELECTORAL AREA “D” SERVICE AND BOUNDARY CONFIGURATION STUDY

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen (RDOS) requires the services of a qualified firm or individuals for the provision of consulting services for an Electoral Area “D” Services and Boundary Configuration study report(s) and a series of public engagement activities and stakeholder consultations for Electoral Area “D”. Interested Proponents must have expertise in governance, strategic planning, community development, community engagement and stakeholder consultation processes to lead the study.

The primary purpose of the project is to assist the Electoral Area “D” Services and Boundary Configuration Study Committee and the RDOS Board by providing a final study report which includes a synopsis of both the service findings boundary configuration study and a summary of the outcomes from the public engagement process. Full details on the project can be found in the attached Schedule ‘A’, Terms of Reference.

1.2. BACKGROUND

Citizens in Okanagan Falls, an unincorporated community in Electoral Area “D” have discussed incorporation for many years and several studies analyzing alternative structure, governance and service options have been conducted. At the December 3, 2020 Board meeting, the Board of Directors resolved to support a request to the Ministry of Municipal Affairs to fund an Incorporation study assessing the costs and benefits as outlined in the 2020 Economic Development and Recovery Plan for Okanagan Falls and area.

The Ministry of Municipal Affairs is contributing \$80,000 to Regional District of Okanagan-Similkameen for the first phase of a restructure study. The Study will be completed by a consultant or consultants retained by the Regional District of Okanagan-Similkameen. The RDOS will lead the procurement process and administer the contract. Upon completion of this first phase, the Ministry of Municipal Affairs will review the study outcomes and recommendations, and determine the next steps.

2. **INSTRUCTIONS TO PROPONENTS**

2.1. **SUBMISSION OF PROPOSALS**

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

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

Christy Malden, Manager of Legislative Services
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, BC V2A 5J9

Christy Malden cmalden@rdos.bc.ca

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

TIME: 11:00 AM/PM local time

DATE: Tuesday June 22, 2021

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

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

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

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

2.2. **INQUIRIES**

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

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

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

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

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

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

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

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

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

"must" or **"mandatory"** or **"shall"** means a requirement that must be met in order for the proposal to receive consideration;

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

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

"Regional District" means the Regional District of Okanagan-Similkameen;

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

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

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

"Study Committee" means the individuals who are appointed by the Board of Directors to work with the Consultant and the RDOS to guide the study.

"Work" means and includes anything and everything required to accomplish the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A person authorized to sign on behalf of the Proponent must sign the Proposal.

3.3. PROPOSAL PREPARATION COSTS

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

3.4. PROPOSAL EVALUATION

The RDOS recognizes that "Best Value" is the essential part of purchasing a product and/ or service and therefore the RDOS may prefer a Proposal with a higher price, if it offers greater value and better serves the RDOS' interests, as determined by the RDOS, over a Proposal with a lower price. Appendix A contains the information regarding how Proposals will be evaluated.

The Regional District of Okanagan-Similkameen, at its sole discretion, reserves the right to:

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

3.5. PROPOSAL PRESENTATION

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

3.6. NO CONTRACT

This RFP is not a tender and does not commit the RDOS in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the RDOS by this RFP or submissions prior to the completed execution of a formal written Contract.

3.7. NO OBLIGATION TO PROCEED

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

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

3.8. NEGOTIATION WITH PREFERRED PROPONENT

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

Proposal to best suit the needs of the RDOS.

The RDOS will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the RDOS considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the RDOS is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

3.9. ACCEPTANCE OF PROPOSAL

Following acceptance of the Proposal, the agreement that the successful Proponent will be expected to execute with the RDOS will contain terms similar to those provided in Appendix B.

The expected attachments to the agreement will include the Request for Qualifications and the Proponent's submission, the Request for Proposal, the Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10. LIABILITY FOR ERRORS

While the RDOS has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RDOS, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work.

3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

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

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

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

3.12. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and

existing business relationships it may have with the RDOS, its elected or appointed officials or employees, any property ownership direct or indirect in the project area. The RDOS may rely on such disclosure.

3.13. NO COLLUSION

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

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

3.14. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the RDOS. The successful Proponent also acknowledges that this study in no way entitles them or their employees or associates to terms or conditions of employment or employment benefits of any kind whatsoever from the RDOS under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, under relevant legislation.

3.15. LITIGATION

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

4. GENERAL PROPOSAL CONTENT

4.1. CONSULTANT INFORMATION

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.

- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager who will be the single point of contact, and responsible for direct interaction with the RDOS. Describe the work to be performed by the project manager and his/ her qualifications and substantive experience directly related to the proposed Work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals including the project manager and sub-consultant(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience directly related to the proposed Work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal shall include the following endorsement:

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

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

4.2. SUBCONTRACTORS AND SUBCONSULTANTS

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

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

4.3. METHODOLOGY

The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget and to ensure quality control. The methodology must discuss how the Work will be completed that is listed in Scope of Work. Include other

items identified and what services or interaction is required from/ with the RDOS.

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

4.4. PROPOSAL CONTENT & INNOVATION

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

4.5. SAFETY REQUIREMENTS

During completion of the work, the Consultant is required to meet or exceed at all times, any requirements as detailed at the place of Work, which includes but not limited to all OHS regulations or standards. Prior to any onsite work, the successful Consultant will provide their Health and Safety Manual to the RDOS and participate in a site orientation with the RDOS.

4.6. WORKERS COMPENSATION ACT

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

5. PROJECT WORK

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

The intent of the project is to provide consulting services for an Electoral Area "D" Services and Boundary Configuration study report(s) and a series of public engagement activities and stakeholder consultations for Electoral Area "D" (Okanagan Falls).

5.1. SCOPE OF PROJECT WORK

The primary purpose of the project is to assist the Study Committee and the RDOS by providing a final study report, which includes a synopsis of the findings and a summary of the outcomes from the public engagement process. Full details on the project can be found in the attached Schedule 'A', Terms of Reference.

5.2. SCHEDULING

The Proposal shall contain a work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverable for each of the required tasks, including any proposed meetings.

| Task/Deliverable | Completion Date |
|---|--------------------|
| Interim progress report delivered to MUNI | July 30, 2021 |
| Draft report provided to RDOS and MUNI staff for review/comment | February 28, 2022 |
| Final formatted report delivered to RDOS and MUNI | May 30, 2022 |
| Final account of project expenses delivered to MUNI | September 30, 2022 |

It is anticipated that the award of the project will occur after approval is received at the July 8, 2021 RDOS Board meeting.

The Proponent should plan their work to conform to this or their improved schedule. The RDOS will provide information and responses to Consultant in a timely manner so as not to impact the schedule.

5.3. PROJECT MANAGEMENT

The Consultant shall provide project management services throughout all project phases in cooperation with the RDOS project manager. Items required during the performance of the work include the following, at a minimum:

- The Consultant shall manage the project schedule, resources and budget very closely through all phases of this Work. To facilitate Project Management, the Consultant shall identify specific milestones, generate action plans, set completion dates of the various milestones, track the progress of each task and indicate how budget control is to be exercised.
- Deliverable: The Consultant shall provide written reports to the RDOS summarizing the progress to date in comparison to the baseline schedule, project constraints, delivery dates, outstanding items, project budget, and any corrective actions that will be implemented to maintain the approved schedule.
- The Consultant shall identify any equipment for which pre-purchase by the RDOS would be recommended to meet the schedule requirements.

5.4. COMMUNICATIONS

Project communications will be a key component in the success of the complete project and will carry through all project phases. At minimum, the RDOS expects the following:

- Meet with the RDOS project manager and Study Committee as required in a timely

manner to review project objectives and to gather information at project milestones.

- Meet with RDOS project manager to initiate the assignment and confirm scope, key dates and requirements for activities such as invoicing, protocols, and design review process.
- Meet with RDOS project manager and Study Committee at key milestones in all stages of the project.
- Participate in open houses or town halls, either electronic or in-person, in accordance with COVID restrictions, to meet with the residents and discuss project updates and technical information.
 - The RDOS will carry out the planning of events and booking of venues.
- The Consultant, using the RDOS WebEx system, shall host all teleconference calls or virtual meetings, if required.

Other communication activity details anticipated for a successful project outcome are to be included in the Proposal.

6. REPORTING REQUIREMENTS

Before the conclusion of the project all documents, including but not limited to memos, reports, photographs, video, shop drawings, manuals, spreadsheets, project management information and tracking, assessments and other documents created for the purpose of this project, will be provided on a memory stick to the RDOS project manager. Some specific reporting requirements are detailed in the following sections.

6.1. DOCUMENTS

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

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

All draft and finalized reports must be submitted electronically to the RDOS project manager.

7. FEES AND DISBURSEMENTS

The Proposal shall specify a maximum fee up to and including the completion of final report. The maximum costs will include all taxes, labour, equipment, sub-consultant expenses, permits, approvals and disbursement costs.

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

An estimate of cost for consulting services shall be identified in the proposal. Include identification of all work that would be required by the RDOS.

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

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

APPENDIX “A”

Terms of Reference:

**Regional District of Okanagan-Similkameen Electoral Area ‘D’ –
Services and Boundary Configuration Study**

OVERVIEW

The purpose of the study is to conduct an analysis of services, with public engagement in the Regional District of Okanagan-Similkameen (RDOS) Electoral Area “D” communities on services and opinions on incorporation, and work to develop and test potential municipal boundary configurations in Area “D” (the Study).

This Study will describe and educate on facets of governance and services in Electoral Area “D”, engage the public to identify the issues that are of greatest concern and identify options, within the regional district framework, for addressing the most pressing interests of the communities. It builds on a previous Governance Study, conducted in 2016 across what is now Areas D and I, which did not have a mandate to consider municipal incorporation.

The key outcome of the 2016 study was creation of a more focused electoral area ‘D’ in 2018. The other options to address governance and service issues have not been explored. Moving forward five years, further work is required in the new Area “D” for a more comprehensive assessment of service issues and an appreciation of the public’s understanding of regional district and rural service provision.

This Study will expand on the 2016 work and:

- review, update and analyze services and service issues specific to Area “D” as it is configured since 2018;
- identify data gaps in the analysis, whether related to services, community profiles, public outreach, etc;
- engage the public and interest groups on services and various boundary configurations;
- clarify and define potential study area geographies, which includes preliminary analysis of the impact that incorporation would have on: political representation, governance structure, service provision/delivery and identifying other high-level restructure implications arising from the boundary configurations; and,
- soliciting input from a Study Committee and the public to choose a final potential municipal boundary.

Since previous studies did not specify which portions of Electoral Area ‘D’ are most suitable for incorporation, the Study will consider boundaries for different configurations of local

communities. These may include, but not be limited to: Okanagan Falls; Okanagan Falls and the eastern lakeside communities (Skaha Estates, Heritage Hills/Vintage Views); Okanagan Falls and the southern portion of Area "D" (Skaha Estates, Heritage Hills/Vintage Views, Sun Valley and Rolling Hills); Okanagan Falls/East Lakeside/Southside; all of Area "D".

The Study will provide a comprehensive assessment of quantitative and qualitative data in sufficient detail and rigour to make recommendations for study areas for each of the boundary configurations. The analysis is expected to consider, at a high-level, implications of the proposed boundaries on future restructure scenarios, but it is not expected to analyze the impacts of each restructure scenario on residents in the area or the RDOS (e.g. impacts on taxation). If the Minister and RDOS Board decide to move forward with a full-scale incorporation study following the service analysis and boundary configuration study, impacts will be explored at that time.

The Ministry of Municipal Affairs is contributing \$80,000 to RDOS for the first phase of the restructure study. The Study will be completed by a consultant or consultants retained by the RDOS. The RDOS will lead the procurement process and administer the contract.

Following this work, it is anticipated that the RDOS Board, with a recommendation from the Study Committee, will determine which of the considered boundary options is most suitable for further exploration, and whether there is sufficient understanding of service provision, residents needs and issues, and local enthusiasm for incorporation to proceed with a provincial funding request for a detailed incorporation study in a second phase of work.

Study Committee

The committee, working with RDOS staff ensures that the study and engagement with the community are neutral and balanced. The composition of the volunteer committee should therefore be broadly representative of the various interests in the study area. The committee will have 7 to 12 members, selected through an advertised call for members, followed by interview selection with RDOS representatives and supported by Ministry staff.

The committee is an objective fact-finding body; individual members of the committee should ensure that any expression of their personal opinions do not detract from the ability of the study committee to function as a neutral and credible conduit for information to the community. Committee meetings are open to the public and shall be conducted via electronic means until such time as the Public Health Officer allows for in-person meetings.

Committee members will conduct themselves in accordance with the RDOS Conflict of Interest and Code of Ethics policies. Meetings of the Committee will be conducted in accordance with the RDOS Procedure Bylaw.

The study committee includes the Electoral Area Director and Alternate Director in an ex-officio (non-voting) capacity, and the committee will select a chair and other officer positions from among its membership.

Public Engagement

The RDOS Board endorsed consultant, working with the committee should develop an engagement strategy and outline how best to engage with the public and other stakeholders directly affected in the Study process.

It is important to establish parameters for public participation so that residents and property owners understand the opportunities to participate in the Study.

The public engagement strategy should include:

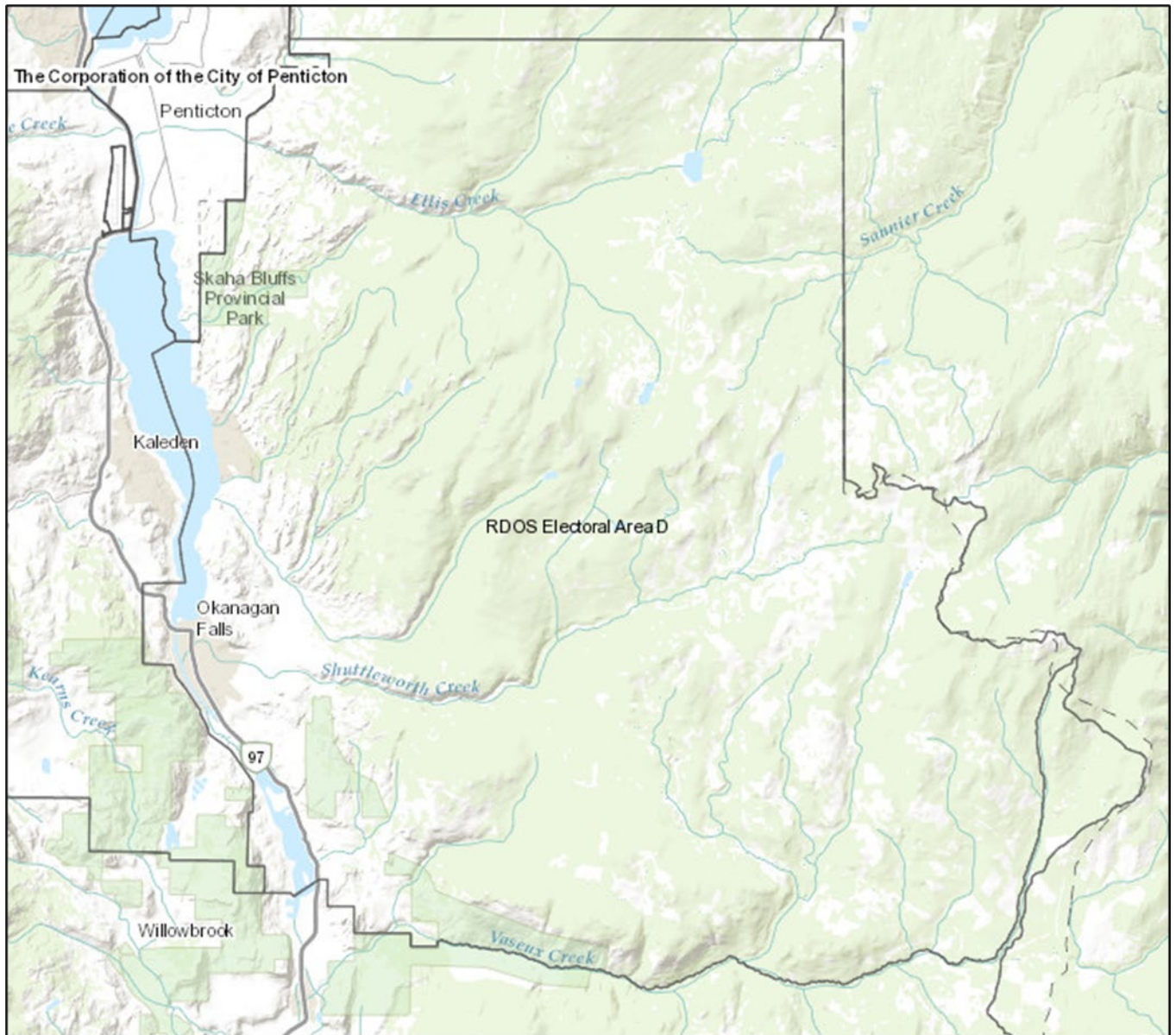
- a communication plan for reporting out to the public on the study progress;
- one or more community meetings to present information to the public and to seek community feedback; and
- a process to gather information from the public on subjects such as community issues.

SCOPE OF WORK

Study Area

The Study Area is Area "D", generally centred on populated areas in Okanagan Falls and nearby communities (extending north on the east side of Skaha Lake to include Skaha Estates and Heritage Hills, and extending south to Vaseux Lake), and also including Upper Carmi.

Map of RDOS Electoral Area 'D' on next page



Study Contents

The final study report should align with the objectives of the Study. The report should present observations and analysis in a form that is legible and understandable to a broad public audience. The contents should include, but are not limited to:

- 1) Background and context: overview of the purpose of the Study and report contents; and evaluation criteria used with the service analysis and to decide on the various boundaries.

- 2) Results of analysis: analysis of community and area services, description of each boundary configuration scenario, including detailed maps; high-level overview of potential restructure implications for each boundary; and associated analysis of available data and identification of data 'gaps'.
- 3) Observations and conclusions: clear summary of report findings and limitations, or other conclusions; final potential municipal boundary (with public and final RDOS decisions).
- 4) Supporting evidence for conclusions and options: data collection methodologies, technical or aggregated data (as necessary).

When assessing boundary options the following factors should be considered:

- settlement patterns (e.g. zoning, OCP land use designations, ALR status, lot sizes; area population, population density, and dispersion);
- services and infrastructure (e.g. existing infrastructure, including water and sewer; future infrastructure needs and development plans, current and projected future local services and standard demands, existing local roads);
- tax revenue capacity (e.g. property class composition and assessed property values)
- community input and perspectives collected during the previous 2016 study and this Study; and,
- Other factors determined relevant based on data gathered during the Study process.

Deliverables from the Study will ultimately include:

- 1) Final report that fulfills the objectives of the Study as described in the Overview; and includes recommendations to the Board of Directors;
- 2) Updated Fact Sheets on Area 'D' services;
- 3) Fact Sheets on various boundary configurations and GIS based maps depicting the various boundary configurations;
- 4) Data tables and other quantitative/qualitative information (to be included in final report as appendices and also provided electronically in appropriate formats) used to make recommendations.

Timeline

It is recommended that the project be completed within the following timelines:

| Task/Deliverable | Completion Date |
|---|------------------------|
| Interim progress report delivered to MUNI | July 30, 2021 |
| Draft report provided to RDOS and MUNI staff for review/comment | February 28, 2022 |
| Final formatted report delivered to RDOS and MUNI | May 30, 2022 |
| Final account of project expenses delivered to MUNI | September 30, 2022 |

This timeline will become more certain after a consultant is selected and agreement is reached with the consultant on a feasible study completion schedule. Timelines may be flexible, to factor in unanticipated delays, and may be adjusted with mutual consent of the Ministry and the RDOS.

Linkages

The Study should consider linkages with:

- Previous 2016 study report completed by RDOS study committee
- Timing of upcoming local government elections
- South Okanagan Regional Growth Strategy
- Area 'D' Official Community Plan amendments
- 2020 OK Falls Economic Recovery and Development Plan
- A potential future incorporation study

Out of Scope

Detailed technical and financial information on the impact of municipal incorporation within a proposed boundary. This analysis would be found in an incorporation study, which may follow this Study.

Role of Ministry

MUNI staff will be available as a resource to RDOS staff, the Committee and the consultant, and provide additional input including review of the draft materials and provision of comments prior to completion of the final report.

Administration

The RDOS will procure a consultant, or consultants, in accordance with the RDOS' procurement policy and process and it will meet the requirements of applicable trade agreements including the *New West Partnership Trade Agreement* (NWPTA), the *Canadian Free Trade Agreement* (CFTA), and the *Canada-EU Comprehensive Economic and Trade Agreement* (CETA).

Consultant(s) will be sought to undertake this study with sufficient experience and expertise in local government boundary extension/restructure, service delivery and governance studies to effectively identify restructure implications arising from the selection of study boundaries. The consultant(s) must also demonstrate ability to work with and generate GIS data and mapping. In supervising the work of the consultant(s), the RDOS is responsible for ensuring that expected outputs completed by the consultant(s) meet the requirements outlined in this Terms of Reference.

The consultant(s) shall report directly to the RDOS, who will administer the contract.

The total funding available for the Study will be determined by the RDOS; the MUNI contribution is \$80,000. Disbursements under contract(s) will be made by the RDOS.

The RDOS will provide MUNI staff with a copy of the selected consultant's proposal accepted as the basis of a contract for the study and/or a preliminary outline of the study and work plan before substantive work begins.

A draft report written by the consultant(s) will be provided to RDOS and MUNI staff for review and comment prior to the report being finalized.

Once the report is finalized, the RDOS will convey the findings to the Minister of Municipal Affairs. Depending on the results of the Study, and subsequent decisions by RDOS and the Province, further phases of an incorporation study may be considered.

APPENDIX "B"

REQUEST FOR PROPOSALS EVALUATION FORM

| | | | |
|--|---|-----------------|--------|
| Proponent's Name: _____ | | | |
| Project Title: ELECTORAL AREA "D" SERVICE AND BOUNDARY CONFIGURATION STUDY | | | |
| Evaluation Date: _____ | | | |
| Evaluator: _____ | | | |
| Step 1: | | YES | NO |
| Mandatories | Proposal received prior to closing | | |
| | Subconsultant list submitted | | |
| | Project Manager and Team identified | | |
| | Proposed schedule included | | |
| | Reference List | | |
| | Hourly rates provided | | |
| | Maximum fee included | | |
| | Complete proposal, including Executive Summary | | |
| Step 2: | | Assigned Points | Points |
| Proponent | Qualifications of firm and project team members | 10 | |
| | Related experience of firm and project team members | 10 | |
| | Local Government Past Performance / project control | 5 | |
| | Resources | 5 | |
| Proposal (30-50 points) | Methodology/Workplan (innovative strategies) | 25 | |
| | Understanding of Objectives | 10 | |
| | Public Consultation Process Experience | 20 | |
| | Clarity and Brevity of Proposal / Executive Summary | 10 | |
| | Scheduling | 5 | |
| Total Score | | 100 | |

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of the Electoral Area "D" services and boundary configuration study committee.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

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

Proposal Evaluation

- (i) Methodology / Workplan
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Workplan seem achievable? Has the proponent offered any innovative strategies?
- (ii) Understanding of Objective
Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?
- (iii) Public Consultation Process Experience
Does the Proposal reflect the required amount of public engagement experience needed to ensure that all citizens in the study area are able to engage? Does the Proposal outline strategies for reaching all demographics and technology user levels?
- (iv) Clarity and Brevity of Proposal / Executive Summary
Is the Proposal clear, concise, brief and logical? Does the Executive Summary adequately summarize the proposal?
- (v) Scheduling
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) Are problems or delays accounted for? Is timing realistic for the project?

APPENDIX "C"

SAMPLE CONSULTING SERVICES AGREEMENT TERMS

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2021.

BETWEEN :

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

101 Martin Street
Penticton, British Columbia, V2A 5J9

(hereinafter called the "Regional District")

OF THE FIRST PART

AND :

(hereinafter called the "Consultant")

OF THE SECOND PART

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

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

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

Article 1 Consultant's Duties

1.1 The Consultant shall provide to the Regional District all services set out in the Request for Proposal (attached hereto as Schedule "A") and the Consultant's Proposal (attached hereto as Schedule "B"), both of which form part of this agreement.

- 1.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Consultant, the Regional District has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the services under this agreement, the Consultant shall assign such identified personnel to the project.
- 1.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the services. The Regional District is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.
- 1.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 1.6 At the commencement of the Project, the Consultant shall, at the Regional District's request, provide the Regional District with a detailed analysis of the cost estimate for each component of the project including a monthly and cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule "B".

Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.

Article 2 Fees and Disbursements

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

or otherwise established.

- 2.4 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

Article 3 Confidentiality, Ownership and Use of Documents and Materials

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

Article 4 Special Tools and Equipment

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

Article 5 Sub-Consultants and Sub-Contractors

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

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

Article 6 Termination and Suspension

By the Regional District :

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

By the Consultant :

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

Article 7 Compliance With Laws

- 7.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable

laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

Article 8 Insurance and Indemnification

- 8.1 The Consultant shall, at his expense, establish and maintain any insurance that you are required to provide by law or that is reasonably necessary to insure against any risks the consultant may assume as a result of entering into this agreement, including coverage for any employees of the consultant as required by Workers Compensation Board.

- 8.2 At the time of signing this Consulting Services Agreement, the Consultant shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Consultant with insurance limits of not less than Three Million (\$3,000,000.00) inclusive per occurrence for bodily injury and property damage and shall include coverage for:

1. premises, activities and operations liability
2. blanket contractual liability
3. cross liability
4. contingent employer's liability
5. owners and consultants protective liability
6. employees as additional insureds
7. personal injury
8. broad form loss of use
9. owned and non-owned automobile liability
10. the Regional District as an additional insured

- 8.3 The consultant shall maintain Professional Liability (Errors and Omissions) insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.

The consultant shall provide the Regional District with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policies.

The consultant shall require that each of his sub-contractors provide evidence of comparable insurance in the name of the sub-contractor to that set forth under this schedule

- 8.4 The Consultant shall, at all times, indemnify and save harmless the Regional District and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Consultant.

Article 9 Arbitration

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the

Commercial Arbitration Act shall apply.

- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.

Article 10 Independent Contractor

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

Article 11 Waiver

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

Article 12 Records and Audit

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

Article 13 Successors and Assigns

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

Article 14 Notices

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

Article 15 Term

- 15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be

Article 16 Entire Agreement

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

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

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

, Chair

, Chief Administrative Officer

Corporate seal

CONSULTANT
by its authorized signatories:

Authorized Signatory

Corporate seal