



**REGIONAL DISTRICT
of Fraser-Fort George**

1967-2017 50 years of
building strong communities

REQUEST FOR PROPOSALS FS-17-01

REGIONAL DISTRICT OF FRASER-FORT GEORGE

for

PURCHASING POLICY,

PROCEDURE and REFERENCE GUIDE

and

TRAINING

Closing Date: June 23, 2017



TABLE OF CONTENTS

1.0	INVITATION AND INSTRUCTIONS	3
2.0	PURPOSE, OBJECTIVE AND INTENTION	4
3.0	GENERAL INFORMATION AND INSTRUCTIONS TO PROPONENTS	4
3.1	Discrepancies or Omissions	4
3.2	Proposal Submissions	4
3.3	Regional District's Right to Reject Proposal	4
4.0	CLAIM FOR COMPENSATION	5
5.0	PROOF OF ABILITY	5
6.0	SCOPE OF WORK	5
7.0	PROFESSIONAL RESPONSIBILITY	5
8.0	PAYMENT	6
8.1	Contract Price	6
8.2	Total All Inclusive Maximum Price	6
8.3	Rates for Additional Services	6
9.0	PROPOSAL FORMAT	6
9.1	References	7
10.0	CONTRACT	7
10.1	Form of Contract	7
10.2	Award of Contract	7
11.0	LAWS OF BRITISH COLUMBIA	7
12.0	RIGHT TO TERMINATE SERVICES	7
13.0	INDEMNITY	7
14.0	INSURANCE	7
15.0	REGISTRATION WITH WORKSAFEBC	8
16.0	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION	8
17.0	INTELLECTUAL PROPERTY RIGHTS	8
18.0	RIGHTS OF WAIVER	8
19.0	SEVERABILITY	8
	APPENDIX "A" – SCOPE OF WORK	9
	APPENDIX "B" - SCHEDULE OF PRICES	11
	APPENDIX "C" - PROPOSAL CHECKLIST	12

REQUEST FOR PROPOSALS FS-17-01

PURCHASING POLICY, PROCEDURE AND REFERENCE GUIDE, AND TRAINING

1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George (the “Regional District”) requests proposals from professional, qualified, and experienced purchasing firms or individuals to develop and deliver a Purchasing Policy and a Procedure and Reference Guide (the “PP&PRG”) and to provide training to personnel on the updated process (collectively, the “Project”).

One (1) complete copy of your Proposal must be submitted in a sealed package marked as “**RFP FS-17-01 Purchasing Policy, Procedure and Reference Guide and Training**” with the Proponent’s name and full mailing address. As well, this information is to be clearly marked on the outside of any courier envelopes/boxes, etc., if applicable. Proposals will be received by:

General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

up to **2:00 p.m. local time, Friday, June 23, 2017**. Late proposals will not be accepted and will be returned unopened to the Proponent. **Facsimile proposals will not be accepted.**

To be considered, proposals must be signed by an authorized signatory of the Proponent. By signing the Proposal, the Proponent is bound to statements made in response to this Request for Proposals, (this “RFP”). Any proposal received by the Regional District that is unsigned will be rejected.

The Proponent will be competent and capable of providing the Project. The Proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

The Regional District will not be responsible for any costs incurred by proponents which result from the preparation or submission of documents pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent’s responsibility. Should errors be discovered, they will be corrected by the Proponent at their expense.

RFP documents may be obtained on, or after, Thursday, May 25, 2017, in a PDF (public document format) file format from the Regional District’s website at www.rdffg.bc.ca.

It is the sole responsibility of the Proponent to ascertain that they have received a complete copy of this RFP. Upon submission of their Proposal, the Proponent will be deemed conclusively to have been in possession of a complete copy of this RFP.

All inquiries relating to this RFP must be directed to:

Natalie Wehner, General Manager of Financial Services, (the “GM”)
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

Telephone: 250-960-4436 / Toll Free 1-800-667-1959 / Fax: 250-563-7848 / Email: nwehner@rdffg.bc.ca

and be submitted no later than three (3) business days prior to the closing date and must have a subject line reading “**RFP FS-17-01 Purchasing Policy, Procedure and Reference Guide and Training**”.

2.0 PURPOSE, OBJECTIVE AND INTENTION

The Regional District is needing to update their PP&PRG and to implement recommendations from the Auditor General for Local Government (the “AGLG”).

The main objectives of the Project are outlined below:

- update the current Regional District purchasing policy to current standards incorporating the recommendations of the AGLG;
- update the Regional District’s current procedures and reference guide; and
- provide training on the policy and procedures to appropriate personnel.

The intention of this RFP is to award a contract, (the “Contract”) to the successful proponent, (the “Consultant”) who can demonstrate the ability to supply and deliver a high quality product that meets or exceeds the specifications contained within this RFP.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPONENTS

3.1 Discrepancies or Omissions

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part herein, should immediately request, in written form, either by mail, fax, or email, clarification from the GM. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions, will be done at the Proponent’s risk.

3.2 Proposal Submissions

One (1) signed copy of your proposal shall be submitted. The copy shall be complete and shall not refer to any other copy or documentation for additional information, clarification, or details.

Proposals submitted by fax, electronically, or not in the Proposal Format, see section 9.0, will **NOT** be accepted.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent’s responsibility. Should errors be discovered, they will be corrected by the Proponent at their expense.

Any proposal received after the closing date and time (Friday, June 23, 2017 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the Proponent.

Throughout the evaluation process, the Regional District, in its sole discretion, may request additional written clarification and/or supplemental information from selected proponents as part of the evaluation process.

3.3 Regional District’s Right to Reject Proposal

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect, or fails in some way to comply with the requirements of this RFP which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect and accept the Proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves the right to reject any proposal where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting a proposal, the Proponent confirms that clauses a) and b) above are not applicable.

The Regional District reserves the right to reject any proposal submitted by a Proponent who is, or whose principals are, at the time of proposing, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

4.0 CLAIM FOR COMPENSATION

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing their Proposal for matters relating to this RFP or in respect of the competitive proposal process, and the Proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the Proponent.

5.0 PROOF OF ABILITY

Proponents will be competent and capable of performing the work as described in section 6.0, Scope of Work and as detailed in Appendix A – Scope of Work. The Proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

6.0 SCOPE OF WORK

The scope of the work is to supply and deliver the Project as detailed in Appendix “A” – Scope of Work.

7.0 PROFESSIONAL RESPONSIBILITY

Only qualified and experienced professionals will be considered for the Project. The successful proponent will be expected to provide services in accordance with a standard care, skill and diligence maintained by a person or firm providing the services described herein.

8.0 PAYMENT

8.1 Contract Price

All prices for the Project, including supply and delivery, shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Schedule of Prices, but are to be listed separately from the contract price. Appendix "B" – Schedule of Prices must be completed and included in the proposal package. The contract price must be open for acceptance for sixty (60) days.

8.2 Total All Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the work for the Project as described in this RFP. The Proponent's price is to contain the price for the Project as well as all direct and indirect costs including all reimbursable expenses.

In the event that invoices are rendered that are in excess of the fees quoted in the final signed Contract, payment will not be made unless the additional deliverables have been negotiated with and accepted by the Regional District in advance of the conduct of the work.

8.3 Rates for Additional Services

During the period of this Contract, additional work may be required to address new legislated requirements. As the extent of these additional services is not known, the Regional District is requesting that Proponents set out in their own words and format, the approach that will be taken to ensure the charges for these additional services are as cost effective as possible.

9.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner and submit one (1) copy of their Proposal. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in proposals and to ensure each proposal receives full and complete consideration.

- a) Title page, including RFP title and number, Proponent's name and address, telephone number, fax number, email address, website (if applicable), and the name of the Proponent's representative.
- b) One page Letter of Introduction SIGNED by the authorized signatory of the Proponent which will bind the statement(s) made in the Proposal.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the Proposal.
- e) Statement of Understanding.
- f) Experience and qualifications for individual or individuals who will be involved in the Project.
- g) Three (3) references with complete contact information for the supply and delivery of a similar project (see section 9.1).
- h) Schedule of Prices – Appendix "B".
- i) Work Plan for each component of the Project. The Consultant shall provide a detailed cost estimate identifying the level of effort and cost associated with the proposed Work Plan.
- j) Additional information that the Proponent may choose to provide.

9.1 References

Proponents should identify a minimum of three (3), preferably local government, clients for which the Proponent has provided a PP&PRG and training to in the last five (5) years, complete with the name of the organization's representative and contact information.

10.0 **CONTRACT**

10.1 Form of Contract

The Contract to supply and deliver the work for the Project will be in the form of a letter of proposal acceptance, purchase order, or other format as agreed upon by the Regional District and the successful proponent, and will include this RFP, all appendices, amendments and addenda.

10.2 Award of Contract

The successful proponent will be notified of acceptance of its proposal by notification, in writing, delivered to the address on the Proposal. No other communication will constitute acceptance of any proposal.

All proponents will be advised, in writing, as to the awarding of the Contract.

11.0 **LAWS OF BRITISH COLUMBIA**

Any contract resulting from this RFP will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

12.0 **RIGHT TO TERMINATE SERVICES**

The Regional District may terminate any or all services upon thirty (30) days written notice. If such notice is given, the Regional District will pay only for time and expenses incurred by the Consultant up to the termination date and for any reasonable time and expense incurred to bring the Project to a close in a prompt and orderly manner.

13.0 **INDEMNITY**

Notwithstanding the provision of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Regional District, its officers, agents, and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Consultant, its servants, agents, sub-contractors and sub-operators, in providing the work for the Project, excepting always liability arising solely out of the negligent act or omission of the Regional District.

14.0 **INSURANCE**

The Consultant, without limiting its obligations or liabilities, and at its own expense, must provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days' advance written notice of cancellation or material change. The Consultant must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

1. Commercial General Liability (CGL), written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000.
3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

15.0 REGISTRATION WITH WORKSAFEBC

The Consultant shall abide by all provisions of the *Workers Compensation Act* and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Consultant must be a registrant in good standing at all times with WorkSafeBC for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance letter confirming all assessments have been paid and the Consultant is in good standing.

16.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for proponents, upon request by a proponent, subject to the *Freedom of Information and Protection of Privacy Act*.

17.0 INTELLECTUAL PROPERTY RIGHTS

The Regional District will become the owner of the materials requested and provided as defined as deliverable under this RFP.

18.0 RIGHTS OF WAIVER

A waiver, or any breach of provision of this RFP will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

19.0 SEVERABILITY

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void; the validity of the remaining paragraphs hereof will not be affected.

APPENDIX “A” – SCOPE OF WORK

1. Background

The Regional District last updated its Procurement of Goods and Services Policy in May 2012 to represent best practices at that time. When the policy was updated, the Purchasing Procedure and Reference Guide from 2001 was not updated.

In 2012, the AGLG undertook an operational procurement audit which was completed in the spring of 2016 and the recommendations of that audit need to be incorporated into the PP&PRG.

2. Reference Materials to be Provided by the Regional District

- current purchasing policy;
- current reference guide;
- current templates; and
- AGLG audit report.

3. Scope of Services

The Consultant will work with the GM and Manager of Financial Services to update the PP&PRG and to identify priority reference materials.

The Consultant will identify and facilitate all meetings required to ensure completion of the Project as outlined in the timeline, see section 5.

The Consultant will compile all materials for the Project in hard copy and electronic format which will be available to all pertinent personnel within the Regional District. Electronic copies are to be provided in Microsoft Word and .pdf format.

The Project deliverables to be provided will include, but not be limited to:

- training tools including presentation;
- sample bylaws, policies, procedures and forms;
- procurement processes definitions;
- procurement project rationale tool;
- procurement project checklists;
- procurement risk assessment checklist;
- recommendation on connecting procurement to asset management; and
- train-the-trainer documents.

The Consultant will work with the GM and Manager of Financial Services to develop all training materials required and to deliver three (3) ninety (90) minute training sessions.

4. Work Plan

The work plan is to include a schedule of project tasks, milestones, sequence of tasks and details concerning implementation and completion dates for each task.

5. Approximate Time Line

Appointment of Consultant	July 2017
First Meeting with Ad Hoc Group	July 14, 2017
Identify required materials	July 21, 2017
First Draft of Policy and Reference Guide	August 8, 2017
Final Draft Completed	September 29, 2017
Training Sessions with staff Series	October 2017

APPENDIX "B" - SCHEDULE OF PRICES

The contract price submitted below reflects the full cost, including taxes, in Canadian dollars for the Project as specified in this RFP. This Schedule of Prices must be completed, signed and accompany the Proposal submitted.

Proponents should ensure that all requirements of this RFP are dealt with in their Proposal and that all materials and products proposed comply with the specifications therein.

CONTRACT PRICE: \$ _____

GST Tax Registration Number: _____

PST Tax Registration Number: _____

WorkSafeBC Registration Number: _____

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Fax Number

Email

Date

APPENDIX "C" - PROPOSAL CHECKLIST

Before submitting your Proposal, check the following points:

- Is the Proposal complete?
 - a) Title page
 - b) Letter of Introduction
 - c) Table of Contents
 - d) Executive Summary
 - e) Statement of Understanding
 - f) Experience and Qualifications
 - g) References
 - h) Schedule of Prices - Appendix "B"
 - i) Work Plan
 - j) Additional information, if any

Note: *The Proposal may be disqualified if ANY of the applicable foregoing points have not been complied with.*

Ensure that the Proposal is returned in a **sealed** package clearly marked on the outside with:

- Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- RFP FS-17-01 - Purchasing Policy, Procedure and Reference Guide and Training
- Proponent's name and full mailing address

As well, this information is to be clearly marked on the **outside of any courier envelopes/boxes**, etc., if applicable.