

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**  
**Corporate Services Committee**  
**SPECIAL MEETING AGENDA**



Wednesday, March 8, 2023  
12:00 pm

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**Pages**

**A. APPROVAL OF AGENDA**

RECOMMENDATION

THAT the Agenda for the Special Corporate Services Committee Meeting of March 8, 2023 be adopted.

**B. Emergency Program Review**

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**C. ADJOURNMENT**

RECOMMENDATION

THAT the meeting adjourn.

## ADMINISTRATIVE REPORT

**TO:** Corporate Services Committee

**FROM:** B. Newell, Chief Administrative Officer

**DATE:** March 2, 2023

**RE:** **Regional Emergency Management Program Review Contract Chronology  
For Information Only**

### Background:

**December 16, 2021** - the Regional District resolved:

***"THAT the Regional District do a complete review of our emergency management program"***

- March 3, 2022** - the 2022 Budget, including \$60,000 for the study, was adopted
- June 16, 2022** - Draft Terms of Reference (ToR) discussed at Committee. Proposed a workshop.
- June 30, 2022** - Emergency Program Review Workshop
- July 21, 2022** - Emergency Program Review ToR and the RFP Evaluation/Scoring discussed at Committee
- August 4, 2022** - ToR adopted
- August** - **Keremeos Creek Fire**
- Sept. 15<sup>th</sup>** - Request for Proposals released
- Sept. 28, 2022** - The ToR for the study were reviewed by the CAO Group.
- Oct. 21, 2022** - Competition closed - 2 Proposals received; Callian and Knudsen Taylor
- Oct. 31, 2022** - Evaluation Committee met and determined that neither proposal would meet our needs.
  - Both were remote and would rely on electronic engagement, with occasional visits to the area.
  - Both were off on price or schedule.
  - The two qualified local firms that declined to submit a proposal due to workload were invited to reconsider.
- Nov. 21, 2022** - 2 Proposals received; Red Dragon Consulting and Sundog Solutions.

### Overall Evaluation Results:

Proponent	Total Points from evaluation	Total Proposal Price for contract (excluding GST)
Callian Limited	56	\$35,448.00
Knudsen Taylor Limited	50	\$156,450.00
<b>Sundog Solutions</b>	<b>94</b>	<b>\$60,000.00</b>
Red Dragon Consulting	89	\$62,937.00

The contract was awarded to Sundog Solutions based on:

- Stronger engagement methodology
- Schedule

## REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN BOARD POLICY

**POLICY:** Purchasing and Sales Policy

**AUTHORITY:** Board Resolution dated October 6, 2022

### POLICY STATEMENT

The Regional District of Okanagan-Similkameen shall acquire goods and services and manage the disposal of surplus materials in an effective, efficient, economical, transparent, and environmentally responsive manner.

### 1.0 PURPOSE

- a) To establish the overall direction, philosophies, and values of the RDOS in the procurement of goods and services.
- b) To achieve the best value for products or services for the funds expended.
- c) To confirm the authorizations, approval limits and process that must be followed in the procurement of those goods and services: and
- d) To set the process that must be followed for the disposal of surplus equipment, materials and other goods.

### 2.0 DEFINITIONS

**“BOARD”** means the Board of Directors for the RDOS;

**“CAO”** means the Chief Administrative Officer for the RDOS;

**“DESIGNATED OFFICER”** means an employee of the RDOS designated in writing by the CAO to administer this policy, or sections of this policy;

**“DIRECT AWARD”** means a good or service which is procured direct from one supplier/contractor with no competitive process. This is sometimes also referred to as a “sole source”.

**“FIPPA”** means British Columbia’s Freedom of Information and Protection of Privacy Act.

**“PRINCIPAL CONTRACTOR”** means the contractor in overall control of the construction phase. There can only be one principal contractor for each contract.

**“PUBLIC COMPETITION”** means a procurement process whereby any qualified suppliers or contractors may submit a proposal or quote, typically to a publicly advertised Invitation to Tender, Request for Proposal, or Pre-Qualification Process.

**“RDOS”** means the Regional District of Okanagan-Similkameen.

**“TOTAL ACQUISITION COST”** means the sum of all costs, including purchase price, all taxes, warranty, life cycle costs, operating and disposal cost.

**“TOTAL LIFE-CYCLE COST”** (TLC) means the total cost of ownership and includes all the costs that will be incurred during the life of the item to acquire it, support it and its disposal.

“**WORK**” means a contract or service that has been awarded to a person or organization and requires the specific outcome to be accomplished.

“**NWPTA**” means North West Partnership Trade Agreement

“**CFTA**” means Canada Free Trade Agreement

“**CETA**” means Comprehensive Economic and Trade Agreement

“**BAD FAITH**” means intent to deceive

### **3.0 PURCHASING PRINCIPLES**

#### **3.1 Overall RDOS Conduct:**

The RDOS commits to creating and maintaining a high level of confidence from its vendors in its procurement of goods and services by ensuring integrity, transparency, accountability, efficiency and consistency on how we conduct business.

#### **3.2 Fairness:**

The RDOS will acquire goods and services through fair, transparent and competitive processes in accordance with legislative authority and trade agreement requirements. Competitive processes shall balance the interests of RDOS taxpayers with the fair and equitable treatment of suppliers and contractors. The RDOS will ensure that as many suppliers and buyers as practicable are given the opportunity to submit.

#### **3.3 Best Value Considerations:**

The RDOS Shall:

- a) Where practical, consider overall total life-cycle (TLC) cost or total acquisitions costs (TAC) when planning procurement of goods and services, as opposed to just the initial acquisition price alone. TLC or TAC analysis will consider costs such as operating, energy consumption delivery, disposal, training and other cost factors in addition to the initial acquisition price.
- b) Evaluate the relevance of both price and non-price factors as part of the procurement process. Non-price factors may include quality, service standards, delivery time team experience and other criteria relevant to determining best overall value.
- c) Review transaction practices to ascertain if the cost of goods and services may be reduced by purchasing in bulk quantities or through partnerships with other government organizations.

#### **3.4 Environmental and Sustainable Purchasing:**

Where practical the Regional District shall consider goods and service which are environmentally friendly for all purchasing. Environmentally friendly meaning that they create positive impact on the shared environment for air quality, biodiversity, greenhouse gas emissions and resilience to the changing and more extreme climate in the region. All products purchased should cause minimum harm to the environment at all times and lessen the quantity of new corporation’s greenhouse gas emissions, particularly when quality and total cost is equal to or better than less environmentally sustainable goods and services.

- a) The Regional District should follow the guidelines in section 23 when making all purchases of goods and services.
- b) For all purchases over \$75,000 If it is determined that it is not practical to follow 3.0 the environmental and sustainable purchasing policy in any instance for any reason, a section explaining these specifics to the board should be included in the purchasing report.

### **3.5 Ethical Conduct:**

The RDOS Shall:

- a) Act honestly and with integrity, avoiding any perception of impropriety, in all its practices.
- b) Ensure all processes and actions will be consistent.
- c) Ensure that the guidelines set out in the Code of Ethics are adhered to.

### **3.6 Compliance of RDOS Policies, Provincial Legislation and Trade Agreements:**

- a) To provide financial control over the expenditure of funds through the use of purchase orders approved by authorized signing authorities. All expenditures must have prior budget approval or be authorized by Board resolution.
- b) Ensure the maximum value is gained when disposing of surplus goods and that they are sold in a transparent and publicly acceptable manner.
- c) Ensure compliance with RDOS policies and bylaws all Provincial and National laws and regulations that apply to the procurement of goods, services and construction.
- d) Ensure that purchasing policies and practices support the direction of the RDOS

### **3.7 Preferential Treatment:**

To comply with trade agreements, the RDOS does not give preferential treatment, based on location, this includes local suppliers.

### **3.8 Record Retention:**

The RDOS shall maintain written records of its procurement processes, in order to:

- a) Support audits of procurement practices.
- b) Provide information requested under FIPPA.
- c) Provide any information requested under the CETA, NWPTA, and CFTA.

### **3.9 Confidentiality and Disclosure of Information**

It is recognized that many of the transactions related to purchasing are of a confidential nature, thus, the RDOS commits to the following in its procurement of goods and services:

- a) Any information made available to a potential supplier or contractor, which may influence a response to a procurement process, will be made available to all interested suppliers or contractors.
- b) Subject to the requirements of FIPPA, information provided by a supplier/contractor during a procurement process will remain confidential.

### **3.10 Contractors/Suppliers Acting in Bad Faith**

The RDOS will not conduct business with suppliers/contractors who do not act in good faith toward the RDOS. This shall include suppliers/contractors that do not fulfill the terms of an agreement, or who enter into unjustified and/or frivolous litigations with the RDOS. The RDOS also reserves the right to refuse to do business with suppliers/contractors who the RDOS deems unethical either by engaging in deceitful business activities or unfair business practices. When this clause is applied it will be dealt with on a case by case basis.

## **4.0 APPLICATION:**

This policy applies to all RDOS staff, elected officials and any third-party consultant hired by the RDOS that are involved in the procurement of goods and services.

- 4.1** The DESIGNATED OFFICER will administer the Purchasing and Sales Policy to ensure that goods and services are acquired and disposed of in accordance with this policy.
- 4.2** The RDOS operates on a decentralized purchasing model. It is the responsibility of department managers, including Fire Chiefs to ensure their department's purchasing practices are in conformance with the purchasing policy and procedures. All invoices and purchase orders must be approved by department managers or their designate, and must be within established spending limits, or Board approved expenditures. The finance department must be advised in writing of who the DESIGNATED OFFICER is and provide a sample signature.
- 4.3** Department Managers are responsible for ensuring budget funds are available in duly authorized accounts before making commitments for goods and services.

## **5.0 CONFLICT OF INTEREST**

In accordance with the RDOS general principles on ethical conduct in procurement, the following conflict of interest guidelines shall apply to all procurement processes:

- 5.1** Includes:
  - a) Purchase by the RDOS of goods and services for personal use only by or on behalf of any member of the RDOS Board, officers, and employees.
  - b) Purchase by the RDOS of goods and services from any member of the Board, appointed officers, employees or their immediate families or from any other source that would result in a conflict of interest unless the purchase is disclosed and participation discontinued in accordance with the *Local Government Act*.

- c) Purchase of any RDOS goods by a member of its Board, appointed officers, employees or their immediate families, unless it is goods the RDOS is selling for profit or is available to the general public.
- d) Employees shall exercise caution when there is a possibility or perception of conflict of interest with a contractor/supplier, or potential contractor/supplier.
- e) Employees involved in a procurement process, either directly or indirectly, must notify their direct supervisor of any potential conflict of interest with a contractor or supplier.
- f) No employee or elected official, involved directly or indirectly in a procurement process or management of a contract, will have an interest or receive any personal benefit in any contract placed by the RDOS for goods or service, unless it is disclosed and approved in writing by the CAO; and,  
If an employee or director has a potential conflict of interest as outlined in sections (b) and (c) the general guideline for the procurement process shall be followed.
- g) Measures shall be taken to ensure that the employee or director with the conflict does not have any influence whatsoever over the procurement process and/or contract decision.

## **5.2 Excludes:**

- a) Established employee purchase programs.
- b) General Expenses such as payroll, refundable employee expenses, tax remittances, co-sponsored programs, customer refunds, payments to other governments or public bodies (protective Services, library, transit).

## **6.0 INTERPRETATION**

In this policy, each obligation or authority bestowed or delegated to the CAO shall also apply to a Fire Chief.

## **7.0 CODE OF CONDUCT**

Employees of the RDOS will not use their authority or office for personal gain and will seek to uphold and enhance the standing and image of the RDOS.

## **8.0 INSURANCE**

To assist in protecting the RDOS against losses, all contractors providing services to the RDOS are required to obtain and maintain insurance for a specified amount and duration indicated during the procurement process. Insurance must be obtained from an insurance company duly registered, licensed and approved to conduct insurance business in the Province of British Columbia. Contractors must also indicate whether they are registered with Worksafe BC.

## **9.0 WORKER'S COMPENSATION**

The contractor that is in the overall control of the construction shall be deemed to be the Prime Contractor within the meaning of the Worker's Compensation Board ("WCB") Industrial Health and Safety Regulations for the Province of British Columbia and must comply with WCB Health & Safety Regulations and all other WCB regulations that apply to the contracted works.



## **10.0 RIGHT TO REJECT BID DUE TO LITIGATION OR NON-COMPLIANCE WITH ZONING BYLAWS:**

- 10.1** Without limiting the foregoing, the RDOS may, in its absolute discretion, reject any submission or proposal submitted by a proponent if:
- a) The submitter or any officer or director of the proposal is or has been engaged either directly or indirectly through another corporation in a legal action against the RDOS or its elected or appointed officers or employees in relation to: any other contract for works or services; or  
any matter arising from the RDOS exercise of its powers, duties or functions under the *Local Government Act* or another enactment, within five years of the date of the invitation to submit; or
  - b) The use of any real property owned or occupied by the Submitter, located in the RDOS and used by the Submitter in connection with the performance of the Contract, including use as an office, as storage or as a works yard, is not a permitted use of that property as established by the RDOS Zoning Bylaw or any covenant in favour of the RDOS, unless such use constitutes a legal non-conforming use.

## **11.0 PURCHASING AUTHORITY AND APPROVAL LIMITS**

- 11.1** Only those persons who have designated authority per the Chief Administrative Officer Delegation Bylaw are authorized to commit the RDOS for materials, equipment, supplies and services as authorized by the annual budget.
- 11.2** The Board shall approve all purchases which exceed the budgeted amount of the function or project submitted or where the recommended supplier is not the lowest qualified bid meeting specifications or requirements. The following positions are authorized to commit on behalf of the RDOS for contracts/purchases, either by signing a contract document, issuing a Purchase Order (PO), or using a Purchasing Card, in accordance with the following limits.

<b>Purchases</b>	<b>Authority</b>
Up to \$25,000	Supervisors
Up to \$75,000	Managers
Between \$75,000 - \$150,000.	CAO
Above \$150,000	BOARD
Above \$75,000	NWPTA Process
Above \$100,000	Canada Free Trade Agreement (C)
Construction Above \$250,000	CFTA
Above \$200,000 SDR (Approx. \$367,000 CDN\$)	Canada Europe Trade Agreement (CETA)
Construction above \$5,000,000 SDR (Approx. \$9,000,000 CDN\$)	CETA

## **11.3 CONTROLS:**

- a) Authority to commit shall include the total value of all commitments made in the contract, including any future years or options committed to, if applicable. Values shall exclude GST/PST.
- b) The above authorities are for the commitment to contract only, and do not apply to approval of invoice payments. Limits and roles for the approval of invoice payments may be different and will be determined in accordance with the finance department's Invoice Approval Authority list.
- c) The RDOS general practice shall be, where practical, that the individual who signs the contract will be different to the individual who signs and approves the invoice payments for the same goods or service.
- d) All contracts must be signed by the CAO or delegate.
- e) Contracts over \$150,000, must be authorized by the Board and signed by the Chair and CAO.
- f) All submissions are to be considered accordance with FIPPA.

#### **11.4 PURCHASE EXEMPT FROM PURCHASE ORDERS**

- a) Costs related to court actions or damage claims.
- b) Subscriptions, publications, dues and fees.
- c) Utility accounts.
- d) Insurance premiums.
- e) Salaries, wages and benefits.
- f) Grant in aid payments.
- g) Purchasing card purchase, under \$3,000.
- h) Travel expenses, which require submission of expense form.

#### **12.0 PURCHASING PROTOCOL – Quotes, Tenders, RFPs, and Change Orders**

**12.1** Where goods and services to be purchased are contained in a current budget, the general practice to be followed shall be:

- a) Expenditures between \$1,500 and \$10,000 verbal competitive quotations, (must be documented).
- b) Expenditures over \$10,000 but not exceeding, \$50,000:
  - (i) At least three written quotes from suppliers are required; and
  - (ii) A purchase order must be issued to the successful supplier; and,
  - (iii) The supplier must be required to enter into a written agreement with the RDOS.
- c) Expenditures over \$50,000 but not exceeding \$150,000: require the following: only sealed quotes shall be accepted from potential suppliers and:
  - (i) All submissions shall be publicly received and opened and initialed when they are opened; or,
  - (ii) Expenditures for RFPs and RFQs, require the following:
    - 1. Hard copy or electronic submissions may be accepted and confidentiality must be maintained for any submission before the closing time.
    - 2. If approved by the CAO, a purchase order shall be issued to the successful supplier and, if applicable, the supplier shall be required to enter into a written agreement with the RDOS.

- d) Expenditures over \$150,000:
  - (i) Invite and accept bids or RFPs from potential suppliers by electronic or hard copy; and:
  - (ii) Publicly receive and open all submissions and initial the submissions when they are opened; or,
  - (iii) Initial the RFPs upon opening, hard copy or upon printing the electronic version.
  - (iv) If the submission is within budget and also is the lowest procurement submissions the CAO shall approve the purchase/contract, or, if not the lowest bidder, or is over budget, forward the recommendation to the Board for consideration and approval; and,
  - (v) If approved a purchase order shall be issued to the successful supplier and, require the supplier to enter into a written agreement with the RDOS.

### **13.0 NEW WEST PARTNERSHIP TRADE AGREEMENT (NWPTA)**

**13.1** The RDOS will provide open and non-discriminatory access to procurements where the procurement value is:

- a) \$75,000 or greater for goods
- b) \$75,000 or greater for services
- c) \$200,000 or greater for construction

**13.2** The RDOS will post all tender and RFP notices for all covered procurement through BC Bid and/or other approved electronic website to ensure compliancy with NWPTA legislation.

**13.3** Articles 3, 4, and 14 of NWPTA do not apply to government procurement listed below provided that procurement procedures are not used to avoid competition, discriminate between suppliers, or protect its suppliers.

- a) Where it can be demonstrated that only one supplier is able to meet the requirements of a procurement.
- b) Where an unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures.
- c) When the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- d) Services provided by lawyers and notaries.
- e) Goods intended for resale to the public; or
- f) In the absence of a receipt of any bids in response to a call for submissions.

### **14.0 GENERAL SUBMISSION GUIDELINES**

**14.1** Department Managers are responsible for the preparation of the submission instructions, conditions, specifications, and pricing formula.

**14.2** Procedures for receiving and opening submissions shall conform to the following:

- a) Submissions enclosed in sealed envelopes will be received until submission closing time;
- b) All submissions will be recorded as to the date and time received at the front counter, and stored in a secure area until opening.
- c) At least two staff members should proceed with the submission opening at precisely

- the designated time on the closing day;
- d) Submission envelopes should be opened and each submission shall be checked to ensure that is in signed and valid.
- e) Individual submissions should be read to the interested public

**14.3** CETA, requires, to "provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this [procurement], including information on the characteristics and relative advantages of the successful submitter." Under the CFTA, "a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select its submission." In each case, the requirement implicitly or explicitly requires a direct comparison to the successful supplier, though both the CFTA and CETA do provide for corresponding protections for the successful supplier's information, to the extent it might prejudice fair competition between suppliers.

## **15.0 GENERAL RFP GUIDELINES**

- 15.1** The applicable department shall prepare the necessary RFP documents.
- 15.2** The RFP shall define the nature of the goods and/or services to be provided, how they are expected to be used and/or problems they are expected to address.
- 15.3** If mandatory requirements are necessary, they should be kept to a minimum and must be carefully worded so as not to eliminate a vendor with an otherwise good proposal.
- 15.4** The criteria to be used in the evaluation of proposals are outlined in Schedule A attached to this policy.
- 15.5** Proponents should be allowed sufficient time to prepare a good response.
- 15.6** All submissions shall be treaded in accordance with FIPPA.
- 15.7** Submissions shall be reviewed by an Evaluation Team which shall consist of at least two staff members.
- 15.8** Each Evaluation Team member shall complete the RFP Evaluation Form for each proposal as outlined in the attached example evaluation criterial found in Schedule A.
- 15.9** Upon completion of Step 2 of Schedule A, the Evaluation Team shall determine, by consensus, the score for each proposal and shall forward these scores to designate.

## **16.0 TENDERS/RFPs THAT EXCEED THE BUDGET**

- 16.1** Where a tender or RFP exceeds its budget, the following actions may be considered.
  - a) Recommend rejection.
  - b) Reevaluate the scope of the project to determine if the scope can be reduced without reducing the objective of the project/service.
  - c) Identify additional funding sources.

## **17.0 DIRECT REWARDS**

**17.1** Purchases may be made without inviting offers from suppliers if:

- a) Only a single supplier from whom the purchase can economically be made is identified.
- b) The circumstances in which the purchase is required are extraordinary; or,
- c) The circumstances in which the purchase is required involve an emergency, which refers to an unexpected event that requires prompt action.
- d) A current contract expires, however there is a renewal clause, which allows the manager to extend the contract (limited to the clause in the contract).

**17.2** A purchase made under section 17.1 requires the approval of:

- a) The CAO for purchases not exceeding \$150,000; or,
- b) The BOARD for purchases exceeding \$150,000.

## **18.0 STANDING PURCHASE ORDER**

**18.1** Where greater efficiency will result through purchasing a particular product or service from one supplier, a Standing Purchase Order may be issued to cover such purchases in any given year.

**18.2** A Department Manager may authorize and sign a Standing Purchase Order.

**18.3** Standing Purchase Orders shall normally be issued at the beginning of the calendar year in accordance with the requirements of this policy and are in effect for that year only.

**18.4** Standing Purchase Orders shall not be used for capital expenditures.

## **19.0 CONFIDENTIALITY**

**19.1** A total bid submission is public information. However, it is considered unethical as well as damaging to the RDOS position to allow unit price information from one vendor to pass to another vendor.

Access to information shall be subject to provisions of FIPPA.

## **20.0 IDENTICAL SUBMISSION PRICES**

**20.1** Where the total price of two or more submission are the same, awards shall be made first to firms located in the RDOS, second to firms located in British Columbia, and third to firms located in Canada

## **21.0 SURPLUS ASSET DISPOSAL**

The RDOS recognizes that assets purchased for its' use will eventually become surplus to its needs. These assets are deemed surplus due to

- a) Obsolescence
- b) Worn Out

**21.1** All surplus assets estimated to have a monetary value shall be disposed of by the designated

representative upon receiving CAO approval, in the manner which will receive the best possible return to the RDOS.

**21.2** All surplus assets shall be sold on an “as is/where is” basis. No warranties or guarantees are to be offered or implied in the sale of the surplus assets.

**21.3** Prior to disposition, a list of surplus assets will be circulated to all RDOS departments to see if they can be of use in another department.

**21.4** When deemed to be in the RDOS interest, surplus assets will be traded in on replacements.

**21.5** Proceeds from the sale of surplus assets will be credited back to the appropriate function.

## **22.0 ENVIRONMENTAL PURCHASING**

The RDOS supports the use of environmentally sustainable products and practices and will continue to pursue this objective in the acquisition of goods and services for the RDOS. This will be accomplished by ensuring that the user departments review and modify existing specifications, and write new specifications, to include environmentally sustainable choices subject to both suitability and costs.

### **22.1 General Principles**

- a) To specify products that do not harm the environment in their manufacture, use or disposal (third party certification such as the “Eco Logo” or “Energy Star” may be used.)
- b) To consider the environmental facts along with price and performance.
- c) To secure comprehensive, accurate and meaningful information about the environmental performance of products or services sufficient to determine environmental prefer ability.

### **22.2 Procedures**

- a) Specifications shall, where possible include options for the use of environmentally sound products and processes. Environmentally preferred products must meet or exceed the same engineered standards for the traditional products with respect to performance, structural integrity, life span and safety.
- b) Environmentally friendly option may be purchased at a premium, within reason, but any significant impact on budgets must be appropriately approved.
- c) User department will remain alert to sources of recycled materials, products made from recycled materials and other environmentally beneficial product.

## **23.0 PREQUALIFICATION GUIDELINES**

- a) Prequalification may be considered where it is determined that there is a need to Pre-qualify, Consultants, General Contractors or Trade Contractors because of certain special expertise requirements, such as specific environmental considerations, specialized public safety requirements or other clearly identified criteria.
- b) Prequalification allows for unqualified proponents to be removed and thus helps to speed up evaluation of submissions.

## **24.0 EXCEPTION TO PURCHASING PROCESS REQUIREMENTS**

- 24.1** Direct award of consulting services where the total commitment is less than \$25,000 must be due to one of the following reasons.
- a. Time is of the essence and consultant has knowledge or skills which re needed quickly.
  - b. The consultant has been previously engaged by the Regional District at an earlier stage of the same project and therefore will require less start-up time or cost to work a new stage in the project.
  - c. Insurance Services.
  - d. Legal or notary services.
  - e. Health and social services.
  - f. For non-profit organizations or public bodies.
  - g. Where an unforeseeable situation of emergency or urgency exists, and the goods or services cannot be procured in time using the required process. Any use of this exception requires prior approval by the CAO.
- 24.2** In the absence of receipt of any bids which meet the requirements of a public RFP or Tender process.
- 24.3** Established water and waste water treatment chemicals and supplies.
- 24.4** Magazines, subscriptions, periodicals.
- 24.5** Petty Cash.
- 24.6** Training, education, workshops, seminars and dues.
- 24.7** Utilities, postage, government charges, hydro, gas telephone.

## SCHEDULE "A"

### REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: _____			
Project Title: _____			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-Consultant list		
	Project Manager identified		
	Project Team identified – Resumes included		
	Reference List		
	Workers Compensation Number provided		
Step 2:		Assigned Points	Points
Proponent Max 30 points	Qualifications of firm and project team members		
	Experience of firm and project team members		
	References		
	Resources		
Proposal Max. 50 points	Scope		
	Methodology		
	Environmental Performance		
	Scheduling		
	Project Team - Level of Effort		
	Clarity of Proposal		
Price Max. 20	Lowest quote receives will receive full points, with remaining bidders receiving partial points based on bid differential. (example - if second lowest bid is 20% higher then the lowest bid, points received is 20% less then the maximum points)		
Total Score	Proponent + Proposal + Price Scores	100	

[Review and add any specific items that should be in the mandatory section or Specific items for the proposal related to the project]

The RFP document released for procurement of works or services will utilize the evaluation questions below as appropriate and include any other relevant questions to be used in the evaluation proposals in the RFP. No additional criteria will be considered in the evaluation of proposals beyond what is included in the published RFP for a given procurement.



Evaluation Team Members shall use the final list of questions included in the specific RFP to complete the RFP evaluation form:

**Proponent Evaluation Maximum 30 Points Total**

**(i) Qualifications of Firm and experience of the Project Team Members:**

Are the firm and project team members specialized and qualified in the nature of the project work? The project team is evaluated for their experience.

**(ii) Management Capacity and Experience of Firm:**

Has the firm completed similar projects during the last three years as it relates to this RFP? Has the firm allocated team members with experienced from these similar projects? Does the firm have sufficient capacity and resources in terms of management, staffing and equipment to perform the work as proposed?

**(iii) Past Performance:**

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?

**Proposal Evaluation – Maximum 50 Points Total**

**(i) Scope:**

Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?

**(ii) Methodology:**

Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?

**(iii) Environmental Performance**

What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal? Evaluate the submission to determine any activity affecting the environment or any consequence of such activity which, exclusively or simultaneously, can caused or continues to cause environmental pollution, environmental risk or the use of a natural asset?

**(iv) 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?

**(v) Project Team:**

Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?

**(vi) Clarity of Proposal:**

Is the proposal clear, concise, and logical?

**Price Evaluation – Maximum 20 Points Total**

**(i) Total Price – Apply Formula**

## APPENDIX 1

### Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. “green benefits” such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).
- (vi) If acquisition of the alternative product at the higher cost is approved purchase the alternate product; if not purchase the conventional produce.

### **REFERENCES and LINKS:**

North West Partnership Trade Agreement

<http://www.newwespartnershiptrade.ca/>

Canada Free Trade Agreement (CFTA)

<https://www.cfta-alec.ca/>

Comprehensive Economic and Trade Agreement (CETA):

<https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agracc/ceta-aecq/index.aspx?lang=eng>

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN  
BOARD POLICY**

**POLICY:** Employee Code of Conduct

**AUTHORITY:** Board Resolution No. B431/09 dated August 20, 2009.

**POLICY STATEMENT:**

Local Government is an open, accessible and accountable form of government. The Regional District of Okanagan-Similkameen (RDOS) will enhance the relationship of public trust and mutual respect that has evolved between government and the public by requiring high standards of ethical conduct by District employees.

**AUTHORITY:** RDOS Board of Directors

**PURPOSE:**

1. Provide a consistent understanding of the rights, privileges and obligations of District employees for their own protection.
2. To protect the public interest. The practical application of the Code's provisions to diverse situations may reveal gaps, ambiguities and inconsistencies in the Code. In these circumstances, the protections of the public interest, as it is consistent with the concept of "cause", is to be taken as the true underlying intent of the Code.
3. Promote high ethical standards among RDOS employees.
4. Provide a means for RDOS employees to obtain authorization for some contemplated conduct in circumstances where they are uncertain as to the ethical appropriateness of that conduct.
5. Set out the means of correcting unethical conduct.
6. Establishes that RDOS employees hold positions of privilege. Therefore, they must discharge their duties in a manner that recognizes a fundamental commitment to the well-being of the community, their fellow employees and regard for the integrity of the Corporation.
7. Sets out the understanding that where there is any conflict between the policies and procedures adopted by the RDOS and the policies and procedures set forth in a collective agreement adopted by the RDOS, or policies and procedures set forth in a statute of the Provincial or Federal Government, the collective agreement or the Provincial or Federal statute shall supersede such other policies.

**DEFINITIONS:**

1. RDOS Employees – includes all employees and officers of the RDOS as defined in all collective agreements and employment bylaws.

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2. Public Comment – disclosures made in a public speech, lecture, radio or television broadcast, in the press or book form.
  3. Cause – means sufficient or proper reason for discipline or discharge.
  4. Confidential Information – while the classification of information as “confidential” is a matter of administrative discretion whether labeled as confidential or not, disclosure of information will not constitute a breach of the Code of Conduct unless that information is of an inherently confidential nature such as:
    - (a) Personal data of employees or others.
    - (b) Records related to internal policies and practices which if disclosed may prejudice the effective performance of a municipal operation.
    - (c) Records of a financial nature reflecting information given or accumulated in confidence.
    - (d) Files prepared in connection with litigation and adjudicative proceedings.
    - (e) Reports of consultants, policy drafts and internal communications which, if disclosed, may prejudice the effective operation of an RDOS operation or impugn the reputation of any person.
    - (f) Any report prepared for the Board is to be released only by the Board.
    - (g) Information regarding the acquisition or disposal of land.
  5. Corporation – means the RDOS.

## **RESPONSIBILITIES:**

1. RDOS Board shall:
  - (a) Make such revisions, additions or deletions to the Code of Conduct as may be justified under the concept of “cause”.
  - (b) Hear the appeals on actions taken concerning an employee’s ethical conduct by the CAO, but only those employees reporting directly to the CAO.
  - (b) Following the appeal, decide on the appropriate action in matters concerning the employee’s ethical conduct.
2. The CAO shall:
  - (a) Investigate allegations and inquiries relating to unethical conduct by employees.
  - (c) Decide on the appropriate action in matters concerning employee’s ethical conduct.
3. The Human Resources Department shall:
  - (a) Fully inform newly appointed employees of the ethical standards they are expected to observe. If requested, to obtain clarification of the specific ethical standards the employee will be required to observe in a particular position.
  - (b) Keep employees informed, on an ongoing basis, of the RDOS’s directive on ethical behavior.
  - (c) Prior to the making of an appointment to a position, request a disclosure of actual or potential conflicts of interest which would be brought about by that person’s employment in that position. In instances of actual conflict of interest, the matter shall be referred to the CAO for a decision on whether the applicant should be appointed the position.

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4. All Employees of the Regional District of Okanagan-Similkameen shall:  
Understand that local government is an open, accessible and accountable form of government. To enhance, and in some cases recapture, the relationship of public trust and mutual respect that citizens expect of their government requires high standards of ethical conduct by employees.

(a) Integrity

Ultimately, ethical behavior relies on the diligence of the individual. However, since a breach of ethics impacts not only the individual but also the RDOS, a code of conduct is the means by which the RDOS acknowledges their responsibility in this area, as well as their responsibility to provide clarity to their employees on what would be considered inappropriate behavior.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) Conduct in one's private life or employment activities which harm the RDOS's reputation or renders the employee unable to perform his or her duties satisfactorily. What moral standard an employee must adhere to will vary with the employee's relationship with other employees, the RDOS and the public.
- (ii) Unless otherwise authorized, to use or permit the use of RDOS vehicles, equipment, materials or property for purposes other than RDOS business.
- (iii) To solicit patronage from elected local government authorities to further his or her personal interests or the interests of others, to the extent that any other citizen could not receive.
- (iv) To knowingly breach the law or any government regulation in the performance of his or her duties or to request others to do so.
- (v) To intentionally falsify any of the RDOS's records.

(b) Impartiality

Every RDOS employee must perform his or her duties in an impartial manner.

Without restricting the scope of this rule, the following shall be considered breach of the Code of Conduct:

- (i) No employee shall grant any special consideration, treatment or advantage in matters related to his or her employment to any citizen beyond that which is available to any other citizen.

(c) Conflict of Interest

Every RDOS employee shall avoid situations in which the employee has a personal interest sufficient to influence, or appear to influence, the objective exercise of that employee's authority. When an employee is, or believes he/she may be in a position of conflict of interest with regard to the RDOS, the employee should disclose this to their department manager, or in their absence, to the CAO and refrain from exercising his/her authorities relevant to the conflict until duly authorized.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) Gifts and Benefits – the inherent pitfall in accepting gifts and benefits from outside sources is that regardless of the intent, in most instances the person

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providing the gift has something to gain from the recipient. Gifts and other benefits are the most obvious means of wielding some kind of influence regardless of how innocuous the gesture may appear to be on the surface.

Where there is a role for “moderate hospitality”. Employees must consult with their supervisor to determine whether or not a specific gesture constitutes moderate hospitality.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (A) An RDOS employee accepting gifts and benefits from firms or individuals.
- (B) An RDOS employee placing themselves in a position where they are under an obligation to favour an individual or organization.
- (C) An RDOS employee offering preferential treatment in the lease, rental, use or purchase of RDOS facilities, equipment or services without the prior authorization of the CAO.

(ii) Use of RDOS Property

This section regulates the “outside” use of regional district property by an employee.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (A) An employee using the RDOS’s property, equipment, supplies or services for activities not associated with the discharge of official duties.
- (B) Employees using the RDOS’s property, equipment, supplies or services for personal gain.

(d) Outside Employment or Activities

Every RDOS employee must perform his or her duties to an acceptable level.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) Where outside employment or activities reduce to an unacceptable level the interest or energy an employee devotes to his or her duties.
- (ii) Where the outside employment or activity is performed in such a way as to give the impression, even if done unintentionally, that the employee is acting in an official RDOS capacity or holding himself or herself out as representing an official RDOS point of view.
- (iii) Where an employee uses his or her position to solicit business on his or her own account during regular working hours for the RDOS.

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(e) Financial Transactions

Every RDOS employee must adhere to RDOS bylaws and policies regarding any financial transaction.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) Where the employee is in a position where he/she could derive any direct or indirect benefits or interest from any RDOS contract or business on which the employee can influence decisions.
- (ii) To buy surplus RDOS property where the employee can influence decisions with respect to the disposal arrangements. This restriction is not intended to prohibit any employee from surplus RDOS property which is offered for sale by public tender.
- (iii) Disposal of RDOS property, assets or services shall be in compliance with the RDOS purchasing bylaw or policies. At no time shall this benefit any individual employee or group of employees.

(f) Confidentiality

Every RDOS employee must hold in strictest confidence all information of a confidential nature acquired in the course of his or her employment with the RDOS.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) To use confidential information which is not available to the general public and to which the employee has access by reason of his/her employment with the RDOS to further his/her personal interests or the interests of others.
- (ii) To disclose to unauthorized persons confidential information to which the employee has access by reason of his/her employment with the RDOS.

(g) Political Activity

RDOS employees are to be allowed as great a measure of political rights as can be reconciled with the need to ensure the fact and appearance of impartiality in the performance of their duties with the RDOS. The point at which an appropriate balance can be struck in any particular case depends primarily on the nature and level of the employee's responsibilities.

In accordance with S. 67 of the *Local Government Act* a District employee is not eligible to seek election to the RDOS Board. This article has no reflection on election to any other government body.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) To use the authority or influence of his/her position with the RDOS on behalf of any political party or candidate.
- (ii) To engage during working hours in any activity for or against any candidate.
- (iii) A foundation of the employee/employer relationship is that the employee must show up for work and perform his/her duties to an acceptable level. Those employees elected to Provincial or Federal office would not likely be able to fulfill this obligation.

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(h) Public Comment

Every RDOS employee shall display the reserve inherent in his/her position with the RDOS when publicly expressing his/her personal opinions on matters of political controversy or on existing or proposed regional district policy or administration. This Code is not intended to restrict the legitimate public comment of spokespersons or employee associations or the public comment of employees on matters of essentially a personal interest to the employee as opposed to an interest related to his/her employment with the RDOS.

Relations with the media shall be conducted such that only factual and objective information related to policies adopted by the Board shall be transmitted

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) To express publicly the employee's personal views on matters of political controversy or on RDOS policy or administration where to do so would impair the public's confidence in that employee's ability to perform his/her official duties with integrity and impartiality, or impair the ability of the RDOS Board or management to carry out its or their functions.
- (ii) Employees must refrain from putting forth speculative or subjective insights. .

**NOTE: Employees should not assume that any unethical activities not covered by the Code of Conduct are permissible.**

(i) Staff/ Board Relations:

RDOS employees must recognize the distinct roles of the elected and non-elected bodies within the RDOS. Simply stated, the Board is responsible for developing policy and staff is responsible for its implementation. A significant yet somewhat less-defined function of staff is the role of advisors to the Board. Because of the significance of this advisory role, it is important that staff avoid creating disparity by dealing with Board members in an equitable manner.

Without restricting the scope of this rule, the following shall be considered breaches of the Code of Conduct:

- (i) Employees who are found to fail to deal with all members of the Board in an objective and impartial manner at all times.
- (ii) Employees who are found to fail to recognize that elected officials are responsible for the establishment of policy and that employees are responsible for implementation of the directives originating from the Board and conduct themselves accordingly.

Good teamwork is based on "no surprises". RDOS employees, when requested to provide information to elected officials, should endeavour to provide that same information to all members of the Board.

Employees have the authority to refer elected officials to their manager if they are made to feel uncomfortable with any request for information, opinion or assistance by, or on behalf of, the elected official.



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(j) Workplace Behaviours

(i) Professional Appearance:

The RDOS is confident that employees will use their best judgment in following acceptable dress standards.

Employees are expected to present a neat, clean and professional appearance at all times during working hours.

(ii) Scents:

Many people are sensitive to perfumes, deodorants, cleaning products, smoke, pet odours etc. and are expected to exercise discretion when using scented products in the workplace. Where possible scent-free alternatives will be considered.

(k) Attendance/Absence:

In general, employees who will be absent or late to work for any reason are responsible for notifying their manager or supervisor as soon as possible. The manager or supervisor will then relay the absence/lateness to the receptionist and the department for customer service purposes. Each department should keep records to ensure the same absenteeism standard is applied consistently.

## **PROCEDURES AND PROCESSES:**

RDOS employees are encouraged to seek clarification from the CAO if they are uncertain as to whether an existing or contemplated action may contravene the code of conduct.

Complaints or inquiries concerning the ethical conduct of any RDOS employee shall be made in writing to the CAO. Complaints regarding the CAO shall be made to the RDOS Board Chair and, in this case, the Chair shall fulfill the obligations of the investigating officer in subsequent section.

All complaints or inquiries will be treated as confidential. If the employee is a member of the bargaining unit, such employees shall be allowed representation of the shop steward.

A copy or summary of any written or oral complaint received is to be sent immediately to the employee complained against with a request to provide a written answer to the complaint.

The CAO shall investigate:

1. All complaints or inquiries concerning the ethical conduct of an RDOS employee.
2. On his/her own initiative, the conduct of an RDOS employee where he/she determines an investigation warranted.
3. The CAO shall summarize the findings of the investigation in written or oral form and forward and/or present to the employee complained against and the complainant his findings on the appropriate course of action to be taken.
4. Where the CAO determines the conduct referred to him does breach the Code of Conduct, the CAO may:
  - (a) Instruct the employee to divest himself/herself of the outside interest or transfer it to a trust;
  - (b) Take disciplinary action in accordance with the normal progressive discipline system:
    - (i) An oral or written reprimand
    - (ii) Suspension with or without pay
    - (iii) Dismissal

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5. The employee against whom the complaint is directed, or who was inquiring as to the appropriateness of his/her conduct, and who was found to be in contravention by the CAO, shall have the opportunity to appeal the findings of the CAO in accordance with the process provided in the collective agreement or employment bylaw for their employee group.

**ADMINISTERED BY:**

Human Resources Department, Chief Administrative Officer