

DISTRICT OF SPARWOOD



UNIVERSAL WATER METERING PROGRAM REQUEST FOR PROPOSALS April 2010

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Notice to Bidders

PART I



Bid for: UNIVERSAL WATER METERING PROGRAM
FOR THE DISTRICT OF SPARWOOD

Individual consultants, businesses or companies with proven experience and expertise with water metering programs are invited to submit detailed proposals setting out one or more means by which the goals, objectives and other requirements of this request may be best met.

Proposals will be received in a sealed envelope, clearly marked with the name and address of the proponent and the name of the Project: "Request for Proposal: UNIVERSAL WATER METERING PROGRAM" and be addressed to Danny Dwyer, Director of Planning and Information Services, no later than 2:00 pm (MST), Thursday, May 20, 2010 (the "Closing Deadline"), at the following address:

District of Sparwood Municipal Office
136 Spruce Avenue
Sparwood, BC V0B 2G0

The Work generally comprises of a "turn key" project to supply all labour and materials to install water meters for approximately 1000 residential dwellings and 150 commercial buildings in the District of Sparwood.

Copies of the Request for Proposal can be obtained from the office of the District of Sparwood at 136 Spruce Avenue, Sparwood, BC V0B or online on BC Bid (www.bcbid.gov.bc.ca) or the District of Sparwood Website (www.sparwood.bc.ca) on or after April 22, 2010.

Proposals must be accompanied by Security in the amount of ten percent (10%) of the Bid Price, payable to the District of Sparwood. Within seven (7) days of contract award notification the contractor must submit a Performance Bond in the amount of 50% of the contract price and a Labour & Materials Bond in the amount of 50% of the contract price.

Inquiries regarding this Project shall be directed to:

District of Sparwood
136 Spruce Avenue
Box 520
Sparwood, BC V0B 2G0
Attention: Mike Matejka

District of Sparwood
136 Spruce Avenue
Box 520
Sparwood, BC V0B 2G0
Attention: Danny Dwyer

Telephone: (250) 425 6828
Email: mmatejka@sparwood.bc.ca
Facsimile: (250) 425 7277

Telephone: (250) 425 6818
Email: ddwyer@sparwood.bc.ca
Facsimile: (250) 425 7277

PART II

2 Administration:

2.1 Community Background

Sparwood is a small coal mining town found in the Southeast corner of British Columbia, Canada.

We are undergoing a transition from a wealthy resource community to one that is more diversified with a healthy mix of retirement, recreation and tourism activities. Sparwood offers year round recreational opportunities including trail systems for hiking, biking and cross country skiing, world class hunting and fishing. Our community has begun to make major changes in attitudes toward an active and sustainable future.

Sparwood is fast becoming a tourist hub with a multitude of attractions including the largest truck in the world, close vicinity to the Fernie Alpine Ski Resort, and the development of the new Whiskey Jack Golf Resort.

2.2 Invitation

Individual consultants, businesses or companies with proven experience and expertise with water metering programs are invited to submit detailed proposals setting out one or more means by which the goals, objectives and other requirements of this request may be best met.

2.3 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the District.

2.4 Terminology

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms:

"Bid" means "Proposal";

"Bidder" means "Proponent";

"District" means the District of Sparwood;

"Contract" means the written agreement resulting from the Request for Proposal executed by the District of Sparwood and the Successful Proponent;

"Contractor" means the Successful Proponent selected from this Request for Proposal;

"Must", "Mandatory" or "required" means a requirement that must be met in order for a proposal to receive consideration;

"Proposal" shall mean the proponent's submission to the RFP.

"Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;

"RFP" means Request for Proposal.

"Successful Proponent" means the proponent submitting the most advantageous RFP as determined by the District.

2.5 Modification

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. The District will endeavour to distribute all modifications to proponents that register. To

register, please submit an email address, contact phone number and fax number any time between April 22nd, 2010 and May 12, 2010.

Modifications to the RFP will be made in the form of written addenda or re issued documents. All addenda shall be considered to be integral to the RFP and having the same effect as if part of the original RFP. It is the proponent's responsibility to ensure that they have all modifications. The modifications will be made available on BC Bid (www.bcbid.gov.bc.ca) and the District website (www.sparwood.bc.ca). Proposals should include acknowledgement of receipt of all addenda.

2.6 Liability

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

2.7 Limitation of Damages

The Proponent, by submitting a Proposal agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a Proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any and all such claims.

2.8 Confidentiality

This document or any portion thereof may not be used for any purpose other than submission of Proposal. The Successful Proponent shall agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis during the course of carrying out its duties or performing its services. It is the District's policy to maintain confidentiality with respect to all confidential information related to the Requests for Proposals, but the District is subject to the Freedom of Information and Privacy Act.

All documents, including proposals submitted in response to this Request for Proposal become the property of the District of Sparwood. They will be held in confidence by the District, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

2.9 Safety

The Successful Proponent will be designated as the Prime Contractor for this project, assuming all health and safety obligations and requirements.

2.10 Bonding

A Bid Bond in the amount of 10% of the proposal cost must be submitted with the proposal. Within seven (7) days of contract award notification the Successful Proponent must submit a Performance Bond in the amount of 50% of the contract price and a Labour & Materials Bond in the amount of 50% of the contract price. Should the Successful Proponent fail to provide the Performance Bond and Labour and Materials Bond as aforesaid, whether any other bid has previously been accepted or not, the Bid Bond will be forfeited to the District and the District shall be entitled to withdraw the Notice of Acceptance.

2.11 Insurance & Indemnity

The Successful Proponent must indemnify the District and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses

and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by the District.

The Successful Proponent will be asked to provide proof of Worker's Compensation Board of BC registration and coverage and proof of Comprehensive General Liability insurance coverage for a minimum of five million dollars (\$5,000,000.00). Within seven (7) days of contract award notification the Successful Proponent must submit certification that the District is an additional named insured.

2.12 Agreement

The Successful Proponent agrees that by submitting a proposal the Proponent agrees to all the terms and conditions of this Request for Proposal will form part of the contract. Proponents who have obtained the Request for Proposal must not alter any portion of the document, with the exception of adding information requested. To do so will invalidate the proposal.

2.13 Cost of Preparation

Any cost incurred by the proponent in the preparation of this Proposal will be borne solely by the Proponent.

2.14 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.

2.15 Irrevocability

Prior to the time and date of the Request for Proposal closing deadline, any proponent may withdraw or change their proposal without penalty or forfeiture, by giving notice in writing to: Danny Dwyer – District of Sparwood, 136 Spruce Avenue, Box 520, Sparwood, BC V0B 2G0. Upon the closing deadline, all proposals become irrevocable and no words or comments may be added to, or removed from, the proposal unless requested by the District for purposes of clarification. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful, the Proponent will enter into a Contract with the District. This irrevocability is only valid for a period of 60 days after the closing date.

2.16 Award

The District may not necessarily accept the lowest priced proposal or any proposal. At its sole discretion, the District reserves the right to reject any or all proposals received and to accept any proposal which it considers advantageous, whether or not it is the lowest priced proposal. The District is not under any obligation to award a contract, and reserves the right to terminate the Request for Proposal process at any time, and to withdraw from discussions with all or any of the Proponents who have responded. The District shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved proposal. No Contract is formed as a consequence of this Invitation to Submit Proposals. The District reserves the right to accept the proposed offer in total or in part, to reject

any or all offers, to waive any minor informalities, irregularities, or technicalities, and to accept the offer deemed most favourable to the District. Proposals must meet all the requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alteration, or irregularities of any kind may be rejected. The District reserves the right to obtain additional information from the Proponents to clarify the information in their submission. In the event that only one proposal is received, the District reserves the right to return the proposal unopened. The acceptance of the proposal by the District shall be made only by the notice in writing, and will be addressed to the Successful Proponent at the address given in the Proposal; and if the Proposal Documents are so worded, the proposal may be accepted either in whole or in part.

2.17 Negotiations

The District reserves the right to negotiate specific terms of the contract prior to the final award with the Successful Proponent. If a written Contract cannot be negotiated within thirty days of notification of the Successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a Contract with the next qualified proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

2.18 Closing

Proposals will be received in a sealed envelope, clearly marked with the name and address of the proponent and the name of the Project: "Request for Proposal: **UNIVERSAL WATER METERING PROGRAM**" and be addressed to **Danny Dwyer, Director of Planning and Information Services**, no later than 2:00 pm (MST), Thursday, May 20, 2010 (the "Closing Deadline"), at the following address:

**District of Sparwood Municipal Office
136 Spruce Avenue
Sparwood, BC V0B 2G0**

Your proposal package must include one (1) hard copy, along with one (1) digital copy, in pdf format on CD Rom or USB flash drive, of your submission.

Proposals must not be sent electronically. Proposals submitted by facsimile will not be accepted, however modifications that clearly indicate only the change in the proposal amounts will be considered. The fax number is: 250 425 7277.

Proposals received after the closing deadline will not be accepted and will be returned unopened. Please keep in mind that courier services such as DHL, Purolator or Canada Post generally cannot provide one day delivery service to Sparwood.

The opening of proposals will be in public in the Committee Room at the District Office after the closing.

2.19 Failure or Default of Proponent

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this proposal, the District at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the District shall be null and void and the District shall be free to select an alternate solution of its choosing.

2.20 Bylaw Compliance

Proponent and all sub trades will be subject to all Municipal Bylaws and will be responsible for all Business Licenses and Plumbing and Building Permits, including fees, as necessary. Separate business licences are required for all contractors and subcontractors. More information is available on our website.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licences, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.

2.21 Solicitation

Proponents and their Agents are hereby warned that any attempt to solicit support of individual members of the Council and/or Staff of the District in regards to the award of this contract may jeopardize their proposals.

2.22 Conclusion

Thank you for your interest in submitting a proposal. It is hoped that the information provided is of value and should anything be unclear, please contact Mike Matejka at 250 425 6271 or mmatejka@sparwood.bc.ca.

PART III

3 Project Information:

3.1 Overview

The water usage of one individual in the District of Sparwood for 2008 is approximately 1100 litres per day. This is significantly higher than the 2004 national average of 329 litres per day and provincial average of 426 litres per day. Part of this issue is due to leaks in our aging system. Each year we run extensive leak detection and repair programs, but this alone is not enough.

In 2006, the District of Sparwood launched a water metering pilot project, in which 9 meters were installed in commercial buildings. The rest of town has never been metered. Sparwood Council has committed to having water meters installed in our District by the end of 2011.

3.2 Scope

Due to the large economic impact of a project of this size, we would like to be presented with the option of having this program run over two years, 2010 and 2011. Forms for pricing this option are attached as Schedules "A1" & "A2" and must be submitted with the Proposal.

3.2.1 Research

Only approximate number of water services can be provided at this time. The first step of the Successful Proponent will be to research the existing services, design a plan to install meters on all existing services and supply meters for new services. The proponent will be required to review our Bylaws and Policies and make specific recommendations on necessary changes. This should include recommendations for setting our water utility rates. The District of Sparwood Mayor and Council will be under no duty or obligation to pass any bylaws or amendments to bylaws to implement such recommendations. The Director of Planning and Engineering Services has been granted the ability to choose where a water meter will not be installed due to the cost outweighing the benefit.

3.2.2 Public Communication

An education program is vital to the success of this project and Proposals that do not include an educational component will not be considered. In our mountain valley there is a false perception that there is an infinite supply of water. Many of our residents wonder why they should conserve. Addressing these ideals with the fact that this is not an infinite resource and all of the water we use must then be treated should change this perception. This program must commence well ahead of any installations to ensure maximum public awareness and participation.

Please outline in this section how you will handle any changes due to unforeseen circumstance or complaints. A local or toll free telephone number must be provided to allow the public to ask questions or schedule the timing of their installations. The Successful Proponent also will be responsible for handling any disputes or conflicts regarding individual installations.

3.2.3 Meters

Sparwood has approximately 1000 residential connections and 150 commercial connections. We have done some research on the quantity of large meters and have found approximately 13 locations that have services equal to or larger than 3 inches. Review Schedule "A" for more details. The District will also require additional meters for future residential installation. Proposals should include a unit price for these meters that is guaranteed for at least two years. The Successful Proponent shall take responsibility to install any required bypass lines (commercial only) as well as confirming that the meter installation will not significantly decrease water pressure or fire flows. As part of the proposal the proponent should include

methods to promote voluntary participation, and significant incentives should produce a high rate of participation, the District cannot guarantee the number of installations. Proposals must include meters for both Mobile and Fixed Network reading systems. We are looking for meters with high accuracy and leak detection capabilities and a low failure rate, either mechanical or non mechanical. Specifications, Warranty and Maintenance information must be included in the proposals.

3.2.4 Reading System & Software

Only proposals that include a remote reading system will be considered. Options must be presented for both Mobile and Fixed Network styles of reading system. Proposals with manual reading systems will not be considered. If any "Smart" technology or partnerships with other utility providers are available we would be open to entertaining these options. In addition, the District owns and operates a 4 kilometre fibre optic backbone that runs through the main part of Sparwood Proper, although future plans exist for expansion to Sparwood Heights, it is not scheduled to coincide with this project. If this can be used to assist in Data collection please provide details within your proposal. The District would like the ability to record meter data during low flow times (12 4 AM) for in property leak detections along with being able to record and report backflow events for selected meters at any time. We do not require continuous meter recording for all meters at all times, however, we want to be able to selectively record a number of meters for desired duration, such that we could get a 12 4 AM recording for each property in town over the course of a year. Proposals must provide detailed information on the proposed reading system and software, explaining how they work and why they are the best option for the District of Sparwood. Vadim software is used for our utility billing. The meter reading software must be compatible with Vadim. The Successful Proponent will be responsible for working with the District to set up the revised billing system.

3.2.5 Installation

Preference will be given to proponents who commit to hiring and training locally where it is possible and practical. Proposals should include provisions for scheduling all installations. Installations should be scheduled to minimize the impact and disturbance to homes and businesses. The District will provide access to our databases for contact information as necessary. This information shall be used for this project purpose only.

Installation is to be on a voluntary basis but an incentive program to ensure that even reluctant home or business owners will volunteer to have the meter installed should be included in the proposal. This might involve a series of bylaw rate changes that make the alternative extremely unattractive.

Due to our cold climate, meters will all be installed indoors or, where necessary, in outdoor chambers. Outdoor chambers are only to be installed in high demand or high density situations. We have at least two locations that will require the installation of an outdoor chamber. These chambers and associated mainline valves will be supplied and installed by others, with the Successful Proponent supplying the meter as required. Proposals should include methods to deal with typical issues that arise during the installation process. Some of the issues that we have identified are:

- Irrigation (Seasonal)
- Multiple units serviced from one line
- Services that run through other units
- Crawl space installation with or without multiple units
- Non functioning curb stops or valves
- Required bypasses in large commercial services
- Manufactured Homes
- Extraordinary work

The selected Successful Proponent will be responsible for contacting Public Works should any District owned valves require operating. The Successful Proponent must assume that curbs stops and main valves within each building may not be functional; therefore, the Successful Proponent must be able to perform the installation using a quick freeze or other acceptable method. Watermain shut downs will only be permitted in extreme emergency situations.

Where the cost far outweighs the benefit of metering, the Director of Planning and Information Services may decide, at his sole discretion, that a meter is not required. This will apply to small municipal irrigation services, seasonal low use services, and abandoned or unused services.

3.2.6 Materials

All materials used in this program must be new and as per the standards in the Master Municipal Construction Document Specifications or as approved by the Director of Planning and Information Services. Material lists to be used in this program should be included in your submission.

3.2.7 Deliverables

The following information will be required as official submissions to the District of Sparwood. Please note that all submittals must be in digital format and paper copies may not be required. Other submittals may be required.

- Installation, Operation and Maintenance Manuals for all installed products including material from manufacturer and location and contact information for supplier of replacement parts.
- Record of Installation for each individual meter installed in the format included in this request as Schedule B, in addition to a database format in Excel similar to Schedule C. These records should be submitted as an Access database or PDF file or other format acceptable to the District, with an index complete with hyperlinks. This record should include installer, date installed, address, type and size of pipe, type and size of meter c/w serial number, additional pipe and fittings, installed location of meter and sensor c/w map and photo, record of inspection and testing of meter and fittings and a sign off by homeowner accepting the meter.
- List of Residences, Businesses and other locations where meters were not installed (non participating properties)
- Manufacturer certificates, warranties or guarantees.
- Other information that the Proponent recommends be included.

3.2.8 Training

Proposals must detail the training procedures for District staff on reading, maintaining and replacing the meters and using any software necessary in the reading and billing process.

3.2.9 Management

Proposals that demonstrate past experience in this type of "turnkey" program will be looked upon favourably. Please include references from at least three different programs completed by your company, preferably from BC or Alberta communities of a similar size and climate.

An outline of the process for measuring completion of each part of the project should be included for a clear understanding of the payment timelines. Include in this section how changes, inclusions to and exclusions from the contract will be paid.

The Successful Proponent will meet with Council after award. Project management meetings will be held every two weeks, including one meeting before the project commences. Please include a schedule with your proposal. This should include all major and minor milestones including monthly cash flow projections and may give the option of completing the work in multiple phases. Your schedule must comply with the basic timeline set out in Section 3.3.

3.3 Timeline

The basic timeline has been set out for this project is as follows:

<u>Milestone</u>	<u>Date</u>
Request for Proposals – Closing:	May 20, 2010
Contract Award:	June 7, 2010
Introductory Meeting with Council:	June 21, 2010
Substantial Completion:	TBD –or as per grant requirements (if any)
Contract Complete:	July 31, 2011 or sooner

3.4 Contract

A standard unit price form of contract (for example, CCDC 4) will be used. The details of the contract (supplementary conditions) will be negotiated after the Successful Proponent is selected.

The contract should be a unit price contract and have stipulated details on the method of dealing with changes. This District will be acting as the contract administrator (engineer/consultant) negotiating terms and payment directly with the Successful Proponent.

The unit prices should be included per items identified in Schedule "A", attached hereto.

Contracts should include the following:

- Method of Payment (units completed and percentage completed)
- Process for changing and modifications of work
- 10% Lien Holdback
- Liquidated Damages and Failure to Complete clauses

3.5 Evaluation

The Director of Planning and Information Services will review the content, completeness and clarity of all proposals, including references and make a recommendation to Council for selection.

APPENDIX "A" – EXISTING PILOT PROGRAM METERS to be replaced

Meter	Location	Size (inches)
1	Pinecrest Apartments #1	3/4
2	Pinecrest Apartments #2	3/4
3	Pinecrest Apartments #2	3/4
4	Mountain Shadows Campground	2
5	Royal Canadian Legion	1
6	Alpine Lumber	1
7	Lilac Terrace	1 1/2
8	Express Mart	2
9	Causeway Bay Sparwood Hotel	2

Note: Existing Pilot Program meters have bypasses and shut off valves in place. Some piping modifications may have to be made due to difference in replacement meter lengths.

SCHEDULE "A 1"

Item	Description	Quantity	Price	Extension
1	Project Research, Setup & Mobilization	1 LS	\$	\$
2	Project Management & Meetings	1 LS	\$	\$
3	Public Education	1 LS	\$	\$
4	Submittals; Install Records, Product Info	1 LS	\$	\$
			SUBTOTAL "A 1"=	\$

19	Supply and Install Water Meters to Replace Existing Pilot Meters (See Appendix "A")	1 LS	\$	\$	\$	\$	\$	\$	\$	\$
20	Reading System (includes supply, install & training for all Hardware/Software, Transmitters, Collectors, ect)	1 LS	\$	\$	\$	\$	\$	\$	\$	\$
21	Annual Licensing, Fees and Charges Relating to reading System	1 LS	\$	\$	\$	\$	\$	\$	\$	\$
SUBTOTAL "A 2"=			\$		\$		\$		\$	
TOTAL BID PRICE ("A 1" + "A 2")			\$	OPTION 1	\$	OPTION 2	\$	OPTION 3	\$	OPTION 4
1	MOBILE NETWORK SMART									(CAD)
	Total Bid Price (in words)									
2	MOBILE NETWORK MECH.									(CAD)
	Total Bid Price (in words)									
3	FIXED NETWORK SMART									(CAD)
	Total Bid Price (in words)									
4	FIXED NETWORK MECH.									(CAD)
	Total Bid Price (in words)									

** quantities not yet confirmed – voluntary installation and contractor research will determine final quantity*

All prices quoted include delivery charges, GST, PST, or HST as applicable