



**Regional District of Nanaimo  
Request for Proposals  
French Creek Pollution Control Centre  
Stage 4 Expansion Project  
Preliminary Design Services**

**Issue date:**

October 28, 2016

**Closing location:**

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

**Closing:**

4:00PM PST on November 30, 2016

**Contact person:**

Michael Desilets, P. Eng.  
Project Engineer, Engineering Services  
[mdesilets@rdn.bc.ca](mailto:mdesilets@rdn.bc.ca)

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**REGIONAL DISTRICT OF NANAIMO**

**Request for Proposals**

**Contents**

<b>1</b>	<b>INSTRUCTIONS TO PROPONENTS.....</b>	<b>1</b>
1.1	Invitation .....	1
1.2	Closing Time and Date for Submission of Proposals .....	1
1.3	Not a Tender .....	1
1.4	Proposal Documents .....	1
1.5	Enquiries .....	2
1.6	Information Meeting .....	2
1.7	Addenda .....	2
1.8	Late Proposals .....	2
1.9	Amendments to Proposals.....	3
1.10	RDNs Right to Modify Terms and Negotiate .....	3
1.11	Examination of Contract Documents and Site.....	3
<b>2</b>	<b>PROPOSAL SUBMISSION FORM AND CONTENTS.....</b>	<b>3</b>
2.1	Package .....	3
2.2	Form of Proposal.....	3
2.3	Signature .....	3
<b>3</b>	<b>EVALUATION.....</b>	<b>4</b>
3.1	Evaluation of Proposals .....	4
3.2	Litigation.....	6
<b>4</b>	<b>GENERAL CONDITIONS .....</b>	<b>6</b>
4.1	No RDN Obligation .....	6
4.2	Proponents Expenses .....	6
4.3	No Contract .....	6
4.4	Conflict of Interest .....	6
4.5	Solicitation of RDN Staff, Board Members, Contractors .....	6
4.6	Disclaimers/Limitations of Liability .....	6
4.7	Confidentiality .....	7
4.8	Ownership of Proposals and Freedom of Information.....	7
4.9	Time .....	7
4.10	Acceptance of Terms .....	7
4.11	Definitions.....	8

**LIST OF APPENDICES**

APPENDIX "A" – SCOPE OF SERVICES  
APPENDIX "B" – RECEIPT CONFIRMATION FORM  
APPENDIX "C" – FORM OF PROPOSAL  
APPENDIX "D" – EVALUATION FORM  
APPENDIX "E" – CONTRACT FOR SERVICES  
APPENDIX "F" – AVAILABLE INFORMATION  
APPENDIX "G" – PROPOSAL DECLARATION LETTER

## **1 INSTRUCTIONS TO PROPONENTS**

### **1.1 Invitation**

The Regional District of Nanaimo (RDN) invites detailed proposals from qualified consultants (“the Proponents”) in strict accordance with these Proposal Documents. The Proposals will be evaluated for the selection of a consultant with the intent to enter into a contract (“the Contract”) to provide the preliminary design services described in **Appendix “A”** for the proposed Stage 4 Expansion Project at the French Creek Pollution Control Centre (FCPCC) located near Parksville, BC at 957 Lee Road.

A Contract will not necessarily result from this Request for Proposal (“RFP”)

### **1.2 Closing Time and Date for Submission of Proposals**

The RDN will accept six (6) copies of the Technical Proposal and one (1) copy of the Financial Proposal plus one electronic copy (CD, DVD or USB). The Proposals shall be provided in accordance with the instruction contained herein, at the following specific location:

**Attention:** Michael Desilets, P. Eng.  
Project Engineer, Engineering Services

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

**On or before the following date and time (the “Closing Time”):**

**Time:** 4PM (PST)

**Date:** November 30, 2016

The RDN reserves the right to extend the Closing Date at its sole discretion.

Proposals must not be sent by fax or electronically.

### **1.3 Not a Tender**

This is a Request for Proposals and not a tender call.

### **1.4 Proposal Documents**

Each proponent will return the Receipt Confirmation Form provided in **Appendix “B”** complete with the Proponent’s name, address, email address and telephone number to the RDN at the time the Proponent receives a set of Proposal Documents.

Failure to return the attached Receipt Confirmation Form to the RDN Representative listed in **Section 1.5** may result in no further communication regarding the RFP.

Please use and reference the project name on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP. **Appendix “F”** provides a summary of Available Information related to this project.

Incomplete proposals may be rejected at the sole discretion of the RDN.

### **1.5 Enquiries**

All enquiries related to this RFP, including whether or not the Contract has been awarded, should be directed by email to the person named below (the “RDN Representative”). Information obtained from any person or source other than the RDN Representative may not be relied upon.

**Name:** Michael Desilets, P. Eng.  
**Address:** 6300 Hammond Bay Road  
**Telephone:** (250) 390-6560  
**Email:** mdesilets@rdn.bc.ca

The RDN at its discretion may change the person named as the RDN Representative.

Enquiries should be made no less than five (5) working days prior to Closing Time. The RDN reserves the right not to respond to enquiries made less than five (5) working days prior to Closing Time. Enquiries and responses will be recorded and will be distributed to all Proponents at the discretion of the RDN.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to meaning or intent of any provision, should immediately notify the RDN Representative. If the RDN determines that an amendment is required to the RFP, the RDN Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### **1.6 Information Meeting**

An optional site meeting will be held at the FCPCC on Wednesday, November 9, 2016 at 1:30pm local time. The FCPCC is located at 957 Lee Road near Parksville, BC.

### **1.7 Addenda**

If the RDN determines that an amendment is required to the RFP, the RDN will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid. All addenda will be issued by the RDN no later than three (3) working days prior to Closing Time.

### **1.8 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

## **1.9 Amendments to Proposals**

Proposals may be revised by written amendment, provided they are delivered prior to the closing time to the location set out in **Section 1.2**. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by **Section 2.3**.

## **1.10 RDNs Right to Modify Terms and Negotiate**

The RDN at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The RDN reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modifications or variation of the terms of the RFP, including any of the documents referred to in the definition of “Contract” herein or any modification or variation of the terms of any Proposal, including price, that the RDN considers to be in its best interests. For certainty and without limiting the foregoing, the RDN may, for the purpose of entering into a Contract with any Proponent, amend the description of the work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

## **1.11 Examination of Contract Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

# **2 PROPOSAL SUBMISSION FORM AND CONTENTS**

## **2.1 Package**

Each Proposal must be submitted using a two-envelope process. One sealed envelope must contain the Proponent’s price, fee schedule or cost of its Proposal and be clearly marked “Financial Proposal” and the other sealed envelope must contain the balance of the Proposal and be clearly marked “Technical Proposal”. Proposals must be in a sealed package and marked on the outside with the Proponent’s name and title of the Project.

## **2.2 Form of Proposal**

Proponents must submit their Proposal in accordance with the instructions set out in **Appendix “C”**.

## **2.3 Signature**

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.

- b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the RDN that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

### **3 EVALUATION**

#### **3.1 Evaluation of Proposals**

The RDN will evaluate Proposals in the manner set out in **Appendix “D”**. The RDN will not evaluate a Proposal if it has been rejected, or if the applicable Proponent has been disqualified, in accordance with this RFP.

The RDN may, in its sole discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a Proposal, including if the RDN considers that any Proposal, or any part of a Proposal, requires clarification or more complete information, contains defects, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy any requirements of this RFP at any time, or for any other reason the RDN in its discretion deems appropriate and in the interests of the RDN and this RFP, or either of them:

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- (b) independently consider, investigate, research, analyse, request or verify any information or documentation whether or not contained in any Proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the RDN, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal and any other persons (including persons other than those listed by Proponents in any part of their Proposals) to verify any and all information regarding a Proponent, and to conduct any background investigations that it considers necessary in the course of the evaluation, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;
- (e) conduct criminal record, litigation, bankruptcy, safety record information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any Proposals, and disqualify the Proponent from this RFP; and



- (g) seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Proposal or any part of their component packages.

Without limiting the foregoing or **Appendix “D”**, the RDN may in its discretion (and without further consultation with the Proponent), decline to review, evaluate or rank, or may reject outright any Proposal:

- a) which in the opinion of the RDN is materially incomplete or irregular;
- b) which contains omissions, exceptions or variations (including any modifications, changes or additions to the Contract Agreement) not acceptable to, or material to, the RDN;
- c) which contains any false or misleading statements, claims or information; or
- d) for which background investigations reveal any false statements or criminal affiliations or activities by a Proponent or Proponent Team member.

To enable the RDN to take any one or more of the above-listed steps, the RDN may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The RDN has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and Proposals, or in respect of any Proponent, including the Proponent whose Proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the ranking, of any Proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents should not submit any clarifications, information or documentation in respect of its Proposal after the Submission Time, without the prior written approval of the RDN or without an invitation or request by the RDN.

If any information, including information as to experience or capacity, contained in a Proposal is not verified to the RDN’s satisfaction, the RDN may, in its discretion, not consider such cited experience, capacity or other information.

The RDN is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proposal, or any part of any Proposal, including any Technical Submission or Financial Submission.

### **3.2 Litigation**

In addition to any other provision of this RFP, the RDN may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RDN, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its contractors and representatives and whether the RDN's experience with the Proponent indicates that there is a risk the RDN will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

## **4 GENERAL CONDITIONS**

### **4.1 No RDN Obligation**

This RFP does not commit the RDN in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award a Contract, and the RDN reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

### **4.2 Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the RDN or its representatives and contractors relating to or arising from this RFP.

### **4.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

### **4.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RDN, its elected or appointed official, employees or contractors. The RDN may rely upon such disclosure.

### **4.5 Solicitation of RDN Staff, Board Members, Contractors**

Proponents and their agents will not contact any member of the RDN Board, RDN staff or RDN contractors with respect to this RFP, other than the RDN Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

### **4.6 Disclaimers/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the

responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the RDN. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

#### **4.7 Confidentiality**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the RDN on a confidential basis as a result of or during the course of the RFP process.

#### **4.8 Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, becomes the property of the RDN, and as such subject to the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the RDN will hold in confidence any such information received from a Proponent. However, the RDN specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its contractors where the distribution of that information is considered by the RDN to be necessary to its internal consultation process.

#### **4.9 Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the RDN local area network time.

#### **4.10 Acceptance of Terms**

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

#### **4.11 Definitions**

In this RFP:

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Contract Agreement.

**“Addenda”** or **“Addendum”** means an addendum to this RFP issued by the RDN Representative as described in **Section 1.7**

**“Business Day(s)”** means a standard day for conducting business, excluding government holidays and weekends.

**“Claim”** means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

**“RDN”** means Regional District of Nanaimo.

**“RDN Representative”** has the meaning set out in **Section 1.5**.

**“Enquiry”** has the meaning set out in **Section 1.5**.

**“Evaluation Team”** has the meaning set out in **Appendix “D”**.

**“Financial Submission”** has the meaning set out in **Appendix “C”**.

**“Freedom of Information and Protection of Privacy Act”** or **“FOIPPA”** has the meaning set out in Section 4.8.

**“GST”** at any given time means the tax imposed at that time pursuant to Section IX of the *Excise Tax Act*.

**“Project”** means the preliminary design and other specified services for the Stage 4 expansion.

**“Proponent”** means the qualified consultant as set out in **Section 1.1**.

**“Proponent Team”** includes the prime consultant, and its key individuals and key firms as may be changed pursuant to this RFP.

**“Proposal”** means a proposal submitted in response to this RFP.

**“Request for Proposals”** or **“RFP”** means this request for proposals.

**“Services”** has the meaning given in the Contract Agreement.

**“Submission Location”** means the submission location identified in **Section 1.2**.

“**Submission Time**” means the date and time identified in **Section 1.2**.

“**Technical Submission**” has the meaning set out in **Appendix “C”**.

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## **APPENDIX “A” – SCOPE OF SERVICES**

### **1. Introduction**

#### **1.1 General**

The French Creek Pollution Control Centre (FCPCC) is a secondary wastewater treatment plant which uses a trickling filter / solids contact process and is owned and operated by the Regional District of Nanaimo (RDN). The FCPCC is reaching its capacity and must be expanded to accommodate growth in the service area. The project is referred to as the FCPCC Stage 4 Expansion.

The purpose of this Request for Proposals (RFP) is to select a firm having the experience and expertise needed to work with RDN staff and consultants to prepare a preliminary design report for the FCPCC Stage 4 Expansion.

#### **1.2 Background**

The FCPCC was constructed in 1978 as a conventional activated sludge wastewater treatment plant. The FCPCC was upgraded in 1996 (Stage 2) to a trickling filter / solids contact process. The Stage 3 upgrades completed between 2006 and 2010 included modifications to the headworks; solids contact tanks, solids thickening and dewatering, and effluent pumping. The proposed Stage 4 Expansion to FCPCC was originally scheduled for 2012.

A Process Selection Report was completed in 2011 which established the preferred secondary treatment process for the Stage 4 Expansion. This study identified a shortlist of viable treatment technologies and identified the conventional activated sludge treatment process for biochemical oxygen demand (BOD) removal as offering the best triple bottom line. The study also developed the influent and effluent design criteria, a conceptual design and cost estimate for the Stage 4 Expansion. The concept design and cost estimate were based on a 15 year design horizon from 2012 to 2027.

In 2012, a Performance Evaluation was completed for the various FCPCC process units. The process units were re-rated and the report confirmed that FCPCC had a capacity of approximately 12 million liters per day (MLD) average annual flow (AAF) confirming that the Stage 4 Expansion could be delayed. The FCPCC is currently meeting the 45 milligrams per liter (mg/l) BOD and 60 mg/l total suspended solids (TSS) effluent criteria specified in the current permit. For the first 6 months of 2016, the FCPCC average monthly effluent quality ranged from 8.4 to 10.4 mg/l BOD and 15.4 to 21.7 mg/l TSS.

A Project Summary Report was completed in 2016 in consultation with FCPCC Operations Staff. The Project Summary Report provides an overview of the project background and objectives for the Stage 4 Expansion Project. This report also identifies a number of Other Upgrades required to the existing plant that will need to be evaluated and included in the scope of work for the preliminary design of the Stage 4 Expansion Project.

The design horizon for the Stage 4 Expansion has been revised to the year 2035 and it is currently envisioned that the expansion will be operational by 2020, with a corresponding 15-

year design life. The RDN requires a preliminary design report including 30% preliminary design drawings to establish the scope, schedule and cost for the FCPCC Stage 4 Expansion and Other Upgrades. The Stage 4 Expansion will need to meet the Provincial effluent requirements of not to exceed 45 mg/l BOD and TSS, and the Wastewater System Effluent Regulations (WSER) monthly average of less than 25 mg/l BOD and TSS.

## **2. Scope of Work**

### **2.1 General**

The consultant will be responsible for providing preliminary engineering and other related services for the FCPCC Stage 4 Expansion Project. The project background, objectives, and supplemental details are described in the Project Summary Report, 2016. The preliminary design report must address, as a minimum, the items identified in the Project Summary Report and this RFP. Proponents should also identify any additional work they feel should be added to the project scope. In general, the anticipated scope of work for the preliminary design of the Stage 4 Expansion will include the following:

1. Project Management and reporting for the preliminary design work in accordance with this RFP, including progress reporting and meetings with RDN personnel and the owner's representative.
2. Review all applicable information, wastewater characterization data, surveys, reports and existing drawings related to the project including, but not limited to, FCPCC reports, record drawings of existing facilities, environmental, geotechnical, and archaeological assessments previously completed in the area.
3. Review wastewater characterization data, flow monitoring data and population projections to develop the design criteria for the Stage 4 Expansion including correlation of influent and effluent flows.
4. Review wastewater characterization data and make recommendations for short-term and long-term sampling and testing plans to be implemented by FCPCC Operations Staff in order to collect additional data for characterization of the influent wastewater and primary effluent required for the preliminary and detailed designs.
5. Conduct detailed topographical land survey for the Stage 4 Expansion areas and other areas of the FCPCC to allow completion of the Preliminary Design Report.
6. Conduct geotechnical site investigations and prepare a geotechnical report for the Stage 4 Expansion areas in sufficient detail to complete to confirm structural design requirements and to assess foundation, groundwater and seismic conditions required for the preliminary design.
7. Identify design, construction and operation and maintenance constraints for the Stage 4 Expansion project and recommend strategies for dealing with all constraints.
8. Identify confined space issues for operation, maintenance and commissioning and develop designs to eliminate confined space issues.
9. Identify construction impacts and temporary facility requirements.
10. Confirm the requirements for all utilities (e.g., water, storm, gas, electrical, yard piping, cable, telephone, etc.)



11. Conduct alternatives assessments for alternative expansion scenarios and effluent pumping / outfall design options to define the preferred options for advancement to the preliminary design stage.
12. Review, recommend requirements and provide comparative evaluations of Other Upgrades for review and selection of the preferred options by the RDN.
13. Prepare 30% preliminary design drawings for the FCPCC Stage 4 Expansion and Other Upgrades.
14. Prepare a detailed project schedule for the detailed design and construction phases of the project. Identify any permits that are required and include them into the project schedule and cost estimate.
15. Prepare a comprehensive Class B cost estimate for the Stage 4 Expansion and Other Upgrades (-15% to +25% level of accuracy).
16. Prepare a Preliminary Design Report containing the results of all investigations and evaluations completed as part of the preliminary design and providing clear conclusions and recommendations and sufficient information for the RDN to confirm the scope and make decisions related to the preliminary design for the Stage 4 Expansion and Other Upgrades prior proceeding to detailed design.
17. Design development in accordance with RDN Policy – Green Building Policy for New Facilities
18. Identify all approvals and permits from the Regional District of Nanaimo, Ministry of Environment (MOE), Department of Fisheries and Oceans, Environment Canada, BC Safety Authority and other regulators, as required. Prepare the Draft Operating Certificate for the Stage 4 expansion.

## **2.2 Specific Scope Items for Preliminary Design Services**

The main tasks to be performed during preliminary design shall include but not be limited to:

### **2.2.1 Alternatives Assessments**

The **Base Case** for the Stage 4 Expansion will be based on the conceptual design outlined in the 2011 Process Selection Report, including an additional effluent pump station, as well as the design of necessary expansions to all process areas required to meet the design criteria and treatment capacity established for the revised year 2035 design horizon. Alternatives Assessments for the following components will be included in the scope of work in order to confirm preferred options prior to advancing the preliminary designs:

- a. Review the alternative expansion scenario of implementing an equalization tank to defer Stage 4 Expansion or reduce the required expansion capacity. Alternatives should be evaluated in terms of life cycle costs, advantages and disadvantages.
- b. Review alternative expansion/upgrading strategies for the effluent pump station and outfall to meet the Stage 4 Expansion design capacities. The evaluation should consider life cycle costs, advantages and disadvantages of constructing an additional effluent pump station for the added capacity required for the Stage 4 Expansion versus

developing a single effluent pump station that will accommodate the flow for the entire plant. The assessment should also include a hydraulic evaluation and performance assessment of the outfall to confirm the design capacity can handle the added load from the Stage 4 Expansion and establish the timing and requirements for future upgrade or replacement of the outfall and any short-term and long-term remedial works.

### **2.2.2 Evaluation of Other Plant Upgrades**

Other Upgrades to the existing plant will be included in the Stage 4 Expansion Project. The consultant will develop the approach and tasks necessary to review, recommend requirements, and prepare design and associated cost estimates for inclusion in the preliminary design report. Where appropriate, options should be considered and presented to the RDN for review prior to advancing the design and costing of the preferred upgrades options to the preliminary design stage. The Other Upgrades that will be included in the Stage 4 Expansion are as follows:

#### **Preliminary Treatment**

- a. Evaluate the options to reconfigure the headwork screens to allow easier maintenance. The piping for the rotostrainer, old grit classifier and the tea cup also needs to be assessed to optimize the piping arrangement in this area.
- b. Evaluate the full extent of the corrosion for the on-site 900mm influent pipe and recommend remedial options.
- c. Develop an automated process controlled by SCADA to drain the septage receiving tank into manhole #2 to optimize the treatment process.
- d. Review the existing installations for the ultrasonic and laser above the influent channel and provide recommendations to make it intrinsically safe.

#### **Primary Treatment**

- a. Evaluate the H<sub>2</sub>S generated in the primary treatment process and identify options to reduction or removal of excess H<sub>2</sub>S production.
- b. Develop a procedure to remove and replace the primary sludge collector shafts.
- c. Prepare a hydraulic analysis for the primary sedimentation tanks, primary effluent channel to assess their operation and optimize the weir elevations.

#### **Secondary treatment**

- a. Evaluate the tricking filter and enclosure to identify the required upgrades including the discharge piping above the media, the feed lines under the trickling filter media, lighting, windows and doors.
- b. Prepare a hydraulic analysis for the secondary clarifiers to optimize weir elevations to reduce short circuiting, dead zones and solids deposition.

Solids Handling

- a. Evaluate the operation of the auto thermal aerobic digesters (ATADs) and the options to increase the capacity.
- b. Evaluate the sludge thickening process to confirm redundancy requirements meet the regulatory requirements with only one rotary drum screen currently in operation. Also review the feasibility of relocating the rotary drum screen above the ATADs.
- c. Evaluate the structural integrity of the ATAD roofs.
- d. Evaluate the ATADs mixing to develop options to reduce deposition in the corners and to simplify the removal and replacement of the mixers.
- e. Evaluate the dewatered biosolids bin loading operation and recommend options to eliminate load shifting that occurs during bin pickup. Evaluate options to install a weigh scale in the bin loading area.

Odour Control

- a. Evaluate and assess the odour and odour control systems required to develop the options for a centralized odour control system for the headworks, primary clarifiers and trickling filters. The need to scrub buildings with individual carbon scrubbers is to be reviewed.
- b. Prepare a meteorological odour dispersion model that considers seasonal variations. The odours that emanate from other sources in the general French Creek area will need to be assessed.

Space Planning

- a. Evaluate the options to provide an above ground mechanical and electrical workshop versus an expanded mechanical and electrical workshop in the basement with the removal of the existing generator.
- b. Evaluate the options to provide heated storage on-site and review the options to demolish or relocate the existing storage building. Female change room facilities are to be included in the Stage 4 Expansion.
- c. Develop the requirements and costs to establish an accredited laboratory at FCPCC.
- d. Evaluate the existing bridge across Morning Star Creek to determine the upgrade requirements and establish the requirements and costs to develop a new access from the south.
- e. Evaluate the site security and recommend improvement requirements including electric gate access, CCTV upgrade and improved wayfinding signage.

- f. Evaluate the condition of other electrical components and recommend replacement including MCC-1 in the electrical room, the high intensity lighting in the primary treatment area, lighting in the trickling filter area, the drying bed kiosk and the control cabinet along with upgrades to PLC – 2A.
- g. Confirm the size, location and associated costs of the new generator required for FCPCC to include the Stage 4 Expansion.
- h. Confirm electrical loads for the upgraded plant and work with BC Hydro as necessary to identify requirements to bring sufficient power to the site and confirm the design requirements and cost for all on-site and off-site infrastructure.

#### **Programming**

- a. Evaluate upgrade requirements for the level transmitters and flow meters throughout the plant.
- b. Evaluate and recommend the requirements for SCADA controls and communications including the addition of alarm notification software and a programming terminal for the dewatering building. Review existing RDN facilities to consider standardization opportunities for the FCPCC upgrades.

#### **2.2.3 Stage 4 Expansion Preliminary Design Report**

The FCPCC Stage 4 Expansion will require all process areas to meet the design criteria and treatment capacity established for the revised year 2035 design horizon. The preliminary design will be based on the 2011 Process Selection Report which established the preferred secondary treatment process for the Stage 4 Expansion.

The preferred options determined from the Alternatives Assessments and evaluation of Other Upgrades as described in the preceding sections will be advanced to the preliminary design stage. The preliminary design report will include, as a minimum, the following items:

- a. Establish the design criteria for the preliminary design.
- b. Evaluation of each process to determine the current average dry weather flow capacity and the year as to when each process is expected to reach capacity.
- c. Development of expansion phasing and construction sequencing to maximize the service life of all process areas and defer capital expenditures until design capacities are closer to being reached and expansions are required.
- d. Evaluation of each of the process areas to confirm the redundancy meets the requirements outlined in the MWR.
- e. Process Modelling and Design, and Process Mechanical Design
- f. Odour Control for new and existing processes
- g. Civil Works (including off-site works and yard piping)

- h. Structural Design
- i. Architectural (including space planning)
- j. Building Mechanical Design
- k. Electrical System Design
- l. Instrumentation and Control Systems
- m. 30% preliminary design drawings for the FCPCC Stage 4 Expansion and Other Upgrades.
- n. All technical memorandums completed for the preliminary design.
- o. A detailed project schedule for the detailed design and construction phases of the project including identification of any permits that are required
- p. Draft and final preliminary design report including the results of all investigations completed as part of this project stage. The final preliminary design report is to provide clear conclusions and recommendations and sufficient information for the RDN to confirm the scope and make decisions related to the preliminary design for the Stage 4 Expansion and Other Upgrades prior proceeding to detailed design.
- q. A comprehensive Class B cost estimate (-15% to +25% level of accuracy) will also be provided for the preliminary Stage 4 Expansion design and Other Upgrades. The cost estimate should be arranged in elemental cost analysis format using divisions that will eventually be used during construction.

### **2.3 Additional Services Requested by RDN**

The Consultant may be directed by RDN to provide additional services which are otherwise not included in the original scope of services and Total Fee contained in the Proponents Financial Submission.

Additional services may be required due to:

- Requests for Proponent to attend public engagement meetings.
- Requested changes by stakeholders, approving agencies, and RDN.
- Enactments or revisions to statutes, regulations, codes, or bylaws imposed subsequent to the preparation of such drawings, specifications and documents where such enactments or revisions to statutes, regulations, codes or bylaws were not previously pending enactment nor contemplated.
- Inclusion of variations to the scope of services or other value added services proposed by the Proponent and accepted by the RDN.

The Consultant is responsible for identifying any changes to the original scope of services and providing RDN's Project Manager with a description of scope of additional services and the associated budget adjustments required. The Consultant shall not proceed with additional

services until such additional services and associated budget adjustments have been authorized by the RDN.

## **2.4 Consultant General Requirements**

### **2.4.1 Meetings**

Various project meetings will be required throughout the project in order to track the consultant's progress, review the project work plan, address project issues and allow for technical reviews with the RDN. The Proponent will be responsible for the coordination of all meetings and clearly indicate in their Proposal Submission, the method of delivery, locations, number of meetings, proposed meeting schedule, and corresponding person-hour estimates and fees associated with meetings for each of the various tasks/work activities.

#### **1. Project Initiation Meeting**

The Proponents Project Manager and Design Manager will organize and attend a project initiation meeting at the FCPCC before commencing the preliminary design. The purpose of the meeting is to establish procedures for communication and reporting, key member's roles and responsibility, review standards, design methodology, work plan, etc. The Proponent will record and distribute meeting notes.

#### **2. Progress Meetings during Preliminary Design**

The Proponents Project Manager will organize and attend regular monthly progress meetings during the preliminary design with RDN's Project Manager to identify, discuss, clarify and address project issues and review technical issues and progress. Attendance of other members of the Proponents project team will be at the discretion of the Proponent. The meetings may be held in person or via tele-conference. The Proponent will record and distribute meeting notes.

#### **3. Formal Design Review Meetings to review key Technical Memorandums and at 30%, 60%, and 90% of preliminary design completion.**

The Proponent shall provide all drawings, specifications, cost estimates and other supporting documents for review by the RDN a minimum of 1 week in advance of the meeting date for review.

The Proponent will coordinate and conduct formal design reviews with the RDN project management team. The appropriate Consultant's design leader(s) shall present a review of the design for comment and discussion, and identify any options and constructability issues, potential design and staging conflicts. The meetings may be held in person or via tele-conference. The Proponent will record and distribute meeting notes.

#### **4. External Meetings**

Invite the RDN Project Manager to attend meetings held with outside agencies, sub-consultants, contractors, and suppliers. Record all meetings held, including sub-consultants, agencies, and/or potential suppliers and distribute meeting notes to RDN.

## **5. Presentations**

The Consultant may be required to participate with RDN in presentations of the design of the project at meetings with RDN senior managers and staff as well as meetings/open houses with the public, municipal councils, and other interested groups. This work will be considered Additional Services as described in **section 2.3** above.

### **2.4.2 Drawing Standards**

The preliminary design drawings will be prepared according to the following standards:

- Preliminary design drawings for upgrades and expansion to the Existing Plant infrastructure shall be completed using the latest versions of AutoCAD and AutoCAD Civil 3D in metric SI units. All drawings shall be produced using 'A1' sized title block and shall be consistent with the latest CAD Drawing / Digital Mapping Drafting Standards. CAD drawings shall be provided in AutoCAD format complete with '.ctb' files for uploading into the RDN's Electronic Drafting Management System. Electronic CAD drawings shall be digitally bound so that all layers are embedded within the AutoCAD drawing file being opened. The drawings must include the RDN logo and be numbered as per the RDN Wastewater Services department drawing number protocol.
- Preliminary design drawings for Greenfield expansions to the FCPCC shall be developed from the preparation of a 3D Building Information Model (BIM) using Autodesk Revit. The 3D model will incorporate key design disciplines in the Revit model including Process Mechanical, HVAC and Odor Control, Civil, Structural and Architectural. Final 2D plan and section drawings developed from the 3D Model must be submitted for uploading to the RDN's Electronic Drafting Management System according to the standards outlined above. The 3D model shall be developed to allow for future integration of asset data and be delivered in a single electronic file capable of being viewed using free navigation tools.

Spreadsheet and text documents shall be produced in MS EXCEL latest version and MS WORD latest version, respectively. All schedules are to be prepared in Primavera or MS Project. All photographs to be JPG format. PDF's are to be submitted for both high quality reproduction as well as web ready format.

The Consultant shall provide a minimum of three sets of all design drawings, written reports, and other documentation during the course of preliminary design to facilitate ongoing reviews by the RDN. At the end of preliminary design, all final documentation including technical memorandums and reports shall be provided to the RDN in three (3) full-size (A1) and three (3) half-size (11x17) hardcopy sets of drawings plus CD's containing all relevant digital files including digitally bound AutoCAD drawings and PDF's. All final documentation shall be signed and sealed by the engineer of record in the Province of British Columbia. .

### **2.4.3 Design Management and Reporting**

The Consultant will be required to provide Project Management and Progress Reporting using the principles of the Earned Value Management (EVM) system in order to track and measure

schedule and cost performance for the preliminary design scope of services. Progress reporting will be done on a weekly basis and reports will be submitted to the RDN bi-weekly.

Upon project initiation, the Consultant will submit their proposed progress reporting format for RDN review and acceptance. The initial progress report submission will include development of the performance measurement baseline schedule for each task / activity and establishment or pre-defined earning rules to measure progress and quantify Earned Value for each task/activity and specific deliverables.

Reporting will be completed in a format consistent with the Consultants Work Breakdown Structure (WBS) and be reconcilable with the accounting and invoicing system.

Progress reports will include the following minimum requirements:

- Narrative describing work completed during the reporting period
- Problems, issues update including description of issues and proposed resolution
- Work planned for the next reporting period
- Summary of current and cumulative Planned Value, Actual Costs, and Earned value for the overall project and each task / activity according to WBS.
- Calculation of project performance metrics including Cost Variance, Schedule Variance, Cost performance index, schedule performance index, and estimated cost at completion for the overall project and each task / activity according to the WBS.
- Chart displaying the overall project Planned Value, Actual Cost, and Earned Value, in terms of the total project budget dollar value and percentage complete
- A variance analysis narrative outlining root causes, impacts at completion, and corrective actions to be implemented to maintain the project schedule and budget

Progress reports will be coordinated so as to be incorporated as part of the monthly progress meetings.

## **2.5 Information / Services to be provided by RDN**

- General direction to the consultant in the provision of services, as necessary, during the term of the contract.
- Provide assistance with obtaining permitting approvals.
- Provide electronic base mapping of the project site and surrounding areas in the form of ESRI File Geodatabase or shapefile or exported image projected to UTM Zone 10 NAD83. Available information includes property outlines, address points that represent buildings, road centerline, coastline, water features, 20 meter contours and orthographic photography.
- Provide copies of all available plans and reports pertaining to the project including available wastewater characterization data, engineering data, and approvals that have been obtained.
- Review and accept technical memorandums, reports and preliminary design drawings.



- Handle all media queries, public relations, public engagement, and protocol arrangements with all levels of government.

## **2.6 Deliverables**

The Consultant will be responsible for the definition of deliverables to be submitted as part of the preliminary design. Deliverables will include but not be limited to the following:

1. Technical Memoranda will be issued outlining the findings of preliminary assessments, investigations and completed work activities in order to provide an opportunity for the consultant to obtain RDN input prior to advancing specific topics to the preliminary design stage. Technical memoranda will be issued to the RDN Project Manager in electronic PDF format. The following minimum Technical Memoranda will be required:
  - Summary of Design Criteria
  - Assessment of Alternative Expansion Scenarios
  - Assessment of Alternative Effluent Pump Station and Outfall Design Options
  - Evaluation and Recommendation of Other Plant Upgrades
2. Sampling and testing plan / procedure for collect of additional influent wastewater and primary effluent characterization data required for the detailed design stage.
3. A Geotechnical Report summarizing the results of site investigations, and geotechnical / structural recommendations for the preliminary design.
4. Design Drawings submittals at 30%, 60%, and 90% of preliminary design completion
5. Draft Preliminary Design Report (three copies) including all drawings with layout(s), findings of the preliminary assessments and investigations, clear direction and recommendation for the detailed design of the Stage 4 Expansion and Class B Cost Estimate for RDN's review and comments.
6. The Final Preliminary Design Report (three complete paper copies, one unbound, and one PDF file) with all relevant comments addressed, including drawings, all supporting information (technical memorandums, field test, investigation results, etc.), and sealed by qualified professional(s) registered in the Province of British Columbia.
7. Identify all of the requirements for permits and approvals.
8. Include Project Schedules and Meetings Notes.

## **2.7 Project Schedule**

The anticipated general schedule for the FCPCC Stage 4 Expansion Project is as follows:

Project Award – January 25 2017

Preliminary Design Report Completion – August 30, 2017

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**APPENDIX “B” – RECEIPT CONFIRMATION FORM  
REGIONAL DISTRICT OF NANAIMO**

**REQUEST FOR PROPOSALS**

French Creek Pollution Control Centre

Stage 4 Expansion Project

Preliminary Design Services

Please complete this form and return it upon receipt of RFP to:

Michael Desilets, P. Eng., Project Engineer, Engineering Services  
Regional and Community Utilities  
Regional District of Nanaimo  
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2  
Email: [mdesilets@rdn.bc.ca](mailto:mdesilets@rdn.bc.ca)

Failure to return this form may result in no further communication regarding this RFP.

**COMPANY:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CONTACT PERSON:**

\_\_\_\_\_

**TELEPHONE:**

\_\_\_\_\_ **EMAIL:** \_\_\_\_\_

I have received a copy of the above-noted Request for Proposal, and (check one item):

\_\_\_ we will be submitting a proposal

\_\_\_ we will NOT be submitting a proposal

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## **APPENDIX “C” – FORM OF PROPOSAL**

Proponents should separate their Technical Submission from the Financial Submission. Proposals should be submitted as one package containing two envelopes:

**(a) PART 1 – TECHNICAL SUBMISSION**

**(b) PART 2 – FINANCIAL SUBMISSION**

### **PART 1 – TECHNICAL SUBMISSION**

The Technical Submission should include sufficient information to demonstrate that the Proponent has a good understanding of the Project and is capable of performing the services and responsibilities under the Contract Agreement so as to properly perform the Work and ultimately deliver a successful Project. Furthermore, the Technical Submission should demonstrate that the Proponent has a good and clear understanding of the functional and operational objectives (immediate and longer term) that the RDN wishes to achieve by undertaking the Project and demonstrate that the Proponent is capable of performing the work so that the finished Project will meet or exceed such objectives.

The Technical Submission should provide information and documentation in following format:

- Submit one original unbound plus five bound copies and one electronic copy. The electronic copy of the Proposal shall be provided on a separate storage device (CD, DVD or USB). The electronic copy for the Technical Proposal should be in a searchable PDF format to facilitate searches by the Evaluation Team. Proponents should arrange the content of their Technical Submissions in accordance with the sequencing of, and using the section numbers and corresponding titles as noted in this Appendix. Proponents should use the following format to prepare their Technical Submission:
- Where practical, text and tables should be printed single sided on 8.5” x 11” paper and using a minimum of 10-point typeface (where required in order to maintain 10-point typeface in tables only, single sided 11” x 17” paper folded into 8.5” x 11” size may be used); The main body of the Technical Submission should not exceed 20 double-sided pages (total of 40 pages).
- Appendices shall be bound separately and can be included for supplementary materials that include brochures, sub-consultant proposals, detailed man-hour spreadsheets, resumes and supporting information for Variations to Scope of Services.
- Each section of a Technical Submission should be clearly delineated with labelled tabs and follow the information content, format, and sequence indicated in this RFP;
- Cross-references should be included as appropriate to make reference to related relevant information.

The Technical Submission should include the following content:

**Title Page**

Showing RFP name, closing date and time, Proponent name, address, telephone number, email address and contact person.

**Letter of Introduction**

A brief cover letter introducing the Proponent's Proposal, (but making no reference to any dollar amounts contained in the Financial Submission), and signed by the person(s) authorized to sign on behalf of the Proponent.

**Proposal Declaration Letter**

A completed Proposal Declaration Letter with the content as noted in **Appendix "G"**.

**Table of Contents**

Provide a table of contents for the Technical Submission

**1.0 Project Understanding**

- 1.1 The Proponent should provide a detailed summary of their understanding of the proposed Scope of Services. Demonstrate their understanding of the key issues specific to this assignment and their approach to addressing them.
- 1.2 Detail their response to the Scope of Services by the various main tasks/work activities and design disciplines.
- 1.3 Provide a table which expands the Scope of Services into a series of tasks or work activities. Provide person-hour estimates for each of the work activities, and the total program hours by staff person and sub-total for each firm/discipline. Proponent's should include the same work breakdown structure in their Financial Submission with hourly rates populated for each person for each activity to arrive at a Total Fee for this project (see **Part 2 - Financial Submission** of this Appendix).
- 1.4 Provide a complete list of Project Deliverables that will be provided for this assignment. The deliverables should be listed for each of the main project tasks (linked to the Proponent's work breakdown structure and project schedule).

**2.0 Design Approach**

- 2.1 The Proponent should provide clear and concise information on their design approach for this project. Provide a written narrative for their approach to design that clearly describes the design process, the key design issues, and the Proponent's strategy to manage these issues. Provide a written summary describing how the Proponent's design will address the following:
  - Design methodology and general approach overall
  - Life-cycle evaluation of treatment processes, equipment and other key materials

- Sustainability approaches related to design and overall energy efficiency
- Strategy for addressing odours
- Consideration for operational needs including access, removal of equipment, ease of maintenance, and confined space issues.
- Safety approach to design and construction, and proposed methods used to keep workers and the public safe at all times.

### **3.0 Project Delivery**

- 3.1 The Proponent should provide a clear and concise description of their Project Delivery in sufficient detail that reasonably demonstrates that the Proponent understands the scope of the Project and how they intend to implement and execute it efficiently, safely, cost-effectively, and to the highest quality.
- 3.2 The Proponent should provide a Project Schedule with sufficient content and detail that sets out how the Proponent intends to plan and implement the key components of the Project in a logical sequence and identifies key milestones. The proposed Project Schedule should be a critical path method (CPM) schedule prepared with minimum level 2 details.
- 3.3 The Proponent should provide a clear and concise description of their Project Management Plan with sufficient content and detail that describes how they intend to document, monitor and control the project. Specific detail should be provided that demonstrates how the Proponent will control the scope, schedule and consulting costs. The Proponent should also describe their approach to Risk Management including identification of Project Specific Risks, evaluation of risks and mitigation and monitoring for risks.
- 3.4 The Proponent should provide a clear and concise description of their Quality Management Plan which covers all aspects of project delivery including document control, design and drawing standards, document standards and communication standards and protocols. In addition, describe the design process approach to quality assurance including:
- The means by which all service and quality non-conformance issues, including work performed by sub-consultants, will be identified, monitored, and resolved;
  - The means by which all services will be delivered in compliance with standards (and, in particular, all applicable laws, regulations, RDN policies and good industry practice);
  - The frequency of internal audits or reviews;
  - Roles and responsibilities of team members related to quality assurance; and
  - Any other key features of the quality assurance system.

### **4.0 Proponent Team**

Each respondent shall organize their submissions to the following outline:

---

Firm profile:	Name, address, telephone number, email address, number of years in business, experience in similar projects, and geographic location of lead firm.
Capability:	Size of workforce, equipment and facilities available where the design will be completed and where the consultant's Project Manager, Design Manager and Discipline Leads will be located.
Personnel:	Identify the Project Manager, Design Manager, Discipline Leads including Treatment Process Specialist, Process Mechanical, Electrical, SCADA Control and Instrumentation, Geotechnical, Odour Control Specialist, and Other Key Personnel. Provide an organization chart and resumes and for each team member indicate their professional qualifications/designations, role and responsibility for project, summary of education/qualifications and relevant experience in relation to the project. Also indicate each team member's years of service with the firm and demonstrated experience working together on similar projects. Describe the availability and capacity of the Project Manager, Design Manager and each Discipline Lead to undertake the Project in relation to current and anticipated commitments to other projects. Provide resumes for sub consultants indicating their knowledge, qualifications and experience if the proponent will be using specialty sub consultants.
Local Knowledge:	Demonstrate knowledge of local BC wastewater regulations, experience in designing wastewater treatments plants in BC, experience designing wastewater treatment plants with marine discharge and high wet weather flows, and experience with sustainability and environmental stewardship.
Experience:	Provide a description of completed projects and past work history in the last ten years and demonstrate relevance to the FCPCC Stage 4 Expansion Project. Describe how the Project Manager, Design Manager and Discipline Leads have been involved with these projects.
References:	Provide references from at least three different projects of a similar type including a description of the project, its location, its size, the Proponents scope of services, timeframe and date completed and approximate cost.

## **5.0 Variations to Scope of Services and/or Contract Agreement**

- 5.1 Identify any and all proposed variations to the Scope of Services and/or Contract Agreement. Highlight the benefits and/or capital cost savings from varying the Scope of Service. The RDN reserves the right to accept or reject any or all of the proposed variations.
- 5.2 The submission of Voluntary Alternates is acceptable and encouraged as Value Engineering Ideas to the scope of services. If a value engineering item is submitted for consideration, it shall be expressed as an addition or deduction from the Total Fee in the Financial Submission and must be clearly described. Sufficient information is required in the form of drawings, specifications, test data, delivery dates, scheduling issue considerations, and all



other information necessary and sufficient for analysis of the Value Engineering Item. The RDN reserves the right to unilaterally accept or reject Value Engineering items and to determine if the value engineering will be considered in the awarding of the Agreement.

## **PART 2 – FINANCIAL SUBMISSION**

### **1.0 Total Fee – Specified Items**

Proponents should provide a manpower matrix which identifies all personnel including sub-consultants to be utilized to complete the preliminary design report, each charge out rate, and number of hours each will be involved in each of the work activities from the Proponent's Scope of Services (in the Technical Submission), and total fee for each person and each activity. Disbursements shall also be broken down and shown by work activity. Also provide subtotals by hours and by fees for each firm involved. Pricing shall be in Canadian dollars.

The Financial Submission shall include one hard copy and one electronic copy on a separate storage device (CD, DVD or USB).

Transfer the total fees from the manpower matrix into following fixed fee format:

<b>Phase</b>	<b>Fixed Fee</b>
1) Project Management	\$
2) Preliminary Design Report	\$
3) Alternatives Assessments	\$
4) Evaluation of Other Upgrades	\$
5) Disbursements	\$
<b>Total Fee – Specified Items</b>	<b>\$</b>

The **Total Fee - Specified Items** shall include the services described in **Appendix “A”** for the **Base Case Stage 4 Expansion Design and Other Upgrades**.

The **Total Fee - Specified Items** shall include the cost of all sub-consultants. No mark-up for sub-consultant fees will be paid to the prime consultant.

Disbursements: All reasonable and proper expenses incurred by the Proponent shall be reimbursed under this item. No mark-up for disbursements will be paid. Travel disbursements shall be quoted on the most economical travel methods. Travel time shall be included in work activities (no additional payment will be made for travel time as part of disbursements).

The Consultant shall not exceed the **Total Fee – Specified Items**. Scope changes requiring fees beyond the **Total Fee – Specified Items** must be authorized in writing by the RDN before work begins on any additional work. Scope changes will only be authorized by a formal Change Order signed by the RDN and the Consultant.

## **2.0 Total Fee – Additional Items**

Proponents should provide a manpower matrix which identifies all personnel including sub-consultants to be utilized to complete each provisional item and each charge out rate, and number of hours each will be involved in provisional item and total fee for each person and each activity. Disbursements shall also be broken down and shown by work activity. Also provide subtotals by hours and by fees for each firm involved. Pricing shall be in Canadian dollars.

The **Total Fee – Additional Items** shall include the services as described in **Appendix “A”** for the following Additional Items which will be dependent on the results and recommendation of the Alternatives Assessments completed prior to advancing to the preliminary design stage.

<b>Additional Items</b>	<b>Fixed Fee</b>
1. Preliminary design of alternate expansion scenario implementing an Equalization Tank	\$
2. Preliminary design of single Effluent Pump Station to accommodate the flow for the entire plant.	\$
<b>Total Fee - Additional Items</b>	\$

Fixed Fees for the **Additional Items** should be expressed as positive or negative amounts and must be authorized in writing by the RDN before this work can proceed.

## **3.0 Financial Submission**

The **Financial Submission** for the French Creek Pollution Control Centre Stage 4 Expansion Preliminary Design Services shall be the addition of the **Total Fee – Specified Items** and the **Total Fee – Additional Items**.

## **APPENDIX “D” – EVALUATION FORM**

### **1. Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the RDN by an evaluation team appointed by the RDN, which may consist of one or more persons (the “**Evaluation Team**”). The Evaluation Team may consult with others including RDN staff members and third party consultants as the Evaluation Team may in its discretion decide is required.

### **2. Evaluation Process**

The Evaluation Team will evaluate the Proponent’s Technical Submission first. As described in the RFP, the Evaluation Team may ask a Proponent to clarify the content of a Proponent’s Technical Submission. If the Evaluation Team concludes that, in its opinion, the Technical Submission does not substantially satisfy the technical requirements of the Project or its Technical Submission score is not within 15% of the highest Technical Submission score, the RDN may, but is not required to, reject the entire Proposal and not evaluate the Financial Submission. If the Evaluation Team does not reject the Proposal based on the Technical Submission, then the Evaluation Team will evaluate the Financial Submission.

The Technical Submission will be worth 70% and the Financial Submission will be worth 30% of the Total Proposal Score.

### **3. Technical Submission**

The Evaluation Team will review the Technical Submission to assess the Proponent’s demonstrated experience, qualifications, understanding of the Project and ability to perform the Work, with particular reference to the information requested under **Appendix “C”**. The Evaluation Team will apply a score to the Technical Submission based on four categories as set out in the following table:

**Technical Submission Evaluation Scoring Table**

<b>Categories</b>	<b>Points</b>	<b>Weighting</b>	<b>Weighted Score</b>
1. Project Understanding		3.0	
2. Design Approach		3.0	
3. Project Delivery		2.0	
4. Proponent Team		2.0	
<b>TOTAL TECHNICAL SUBMISSION SCORE (70% of TOTAL PROPOSAL SCORE)</b>			_____ out of 100

Points for the Technical Submission will be based on the following:

- Each category of a Proponent's Technical Submission will be given a score out of 10 (with 10 being the highest).
- The points will be multiplied by the weighting to determine the weighted score for the category.
- A Proponent's Technical Submission total score will be the sum of the weighted category scores.

**4. Financial Submission**

The Evaluation Team will evaluate the Proponent's Total Financial Submission in accordance with the provisions of this RFP. All personnel fees and disbursements will be taken into account in the proposal evaluation.

Financial Submissions can be awarded a maximum of 100 points (30% of the Total Proposal Score). The Financial Submission that has the lowest Total Fixed Fee may receive the full 100 points. The percentage by which each of the remaining Proponents Total Fixed Fee exceeds the lowest will be the percentage by which the total 100 point score will be reduced. The following formula indicates how Proponents that do not have the lowest Total Fixed Fee may be scored:

$$\frac{\text{Low Total Fee}}{\text{Non} - \text{Low Total Fee}} \times 100$$

Notwithstanding the above formula, the Evaluation Team shall also evaluate the entire make-up of the Proponent's fixed fee (including hourly rates of all proposed staff, fees, disbursements, travel costs, etc.) and take that into consideration when evaluating the Financial Submissions.

## **5. Selection of Preferred Proponent**

The Proponent's total Proposal score will be determined by adding 70% of the Technical Score and 30% of the Financial Score together to arrive at a Total Proposal Score. The Proponent that receives the highest Total Proposal Score will be identified as the Preferred Proponent.

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**APPENDIX “E” - CONTRACT FOR SERVICES**

**French Creek Pollution Control Centre  
Stage 4 Expansion Project  
Preliminary Design Services**

THIS AGREEMENT dated for reference and made as of the [ ] day of [ ], 201[ ]

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(“RDN”, “we”, “us” or “our” as applicable)

OF THE FIRST PART

AND:

[CONSULTANT NAME]

[ADDRESS]

xxxxxxx, BC, X#X #X#

(“Consultant”, “you” or “your” as applicable)

OF THE SECOND PART

**WHEREAS:**

- A. The RDN called for proposals for the provision of consulting services for [CONTRACT NUMBER] [NAME OF PROJECT] (the “**Project**”), and the Consultant in reply submitted a proposal dated [DATE]. A copy of the request for proposals is attached as Schedule “C” to this Agreement, and a copy of the Consultant’s proposal is attached as Schedules “D” to this Agreement.
- B. The RDN has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule “A” to this Agreement (the “**Services**”) to the RDN in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the RDN and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the “**Agreement**”), agree as follows:

**CONSULTANT’S OBLIGATIONS:**

- Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule “A” or, if no time limit is specified in Schedule “A”, you must provide the Services promptly.
- Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule “A” to this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.

3. **Confidentiality** You must not disclose any information, data or secret of the RDN to any person other than representatives of the RDN duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the RDN any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.
5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the “**Intellectual Property**”) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule “B” to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the RDN arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.



**PAYMENT**

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule “A”. Where you are specifically authorized in Schedule “A” to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule “A” as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

**TERMINATION AND SUSPENSION**

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the RDN at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the RDN to terminate this Agreement upon giving written notice thereof to the RDN. In such an event, you shall be paid by the RDN for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

**GENERAL**

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the RDN, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the RDN’s responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the RDN in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the RDN’s responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.

22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the RDN or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the RDN and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the RDN and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the RDN and the Consultant.
26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the RDN alone and never refer to the combination of the Consultant and RDN. The combination of the RDN and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

#### **DISPUTE RESOLUTION**

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the RDN and the Consultant, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the RDN or the Consultant.

35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

**DESIGNATED REPRESENTATIVES**

36. **RDN Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "RDN Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the RDN Representative in the place and stead of any person previously designated.
37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "Project Manager") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

**NOTICE**

38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**REGIONAL DISTRICT OF NANAIMO** by its )  
authorized signatories: )

\_\_\_\_\_)  
Name )  
\_\_\_\_\_)  
Name )

**XXXXXXXXXX** by its authorized signatories: )

\_\_\_\_\_)  
Name )  
\_\_\_\_\_)  
Name )

**Schedule A – Services**

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**Schedule B - Insurance**

**Professional Liability Insurance**

- 1) The Consultant shall obtain and maintain for the duration of the Services and for a minimum of 1 year thereafter, at its own cost, Professional Liability Insurance on terms and from an insurer satisfactory to the Owner.
- 2) The Professional Liability Insurance policy shall insure the Consultant's legal liability for errors, omissions and negligent acts, to the extent of no less than \$500,000 per claim and no less than a \$1,000,000 aggregate.

**General Liability Insurance**

The Consultant shall obtain and maintain for the duration of the Services, at its own cost, the following insurance, on terms and from insurers satisfactory to the Owner:

- a) Comprehensive General Liability Insurance, covering premises and operations liability;
- b) Consultant's Contingency Liability coverage, covering operations of Sub-Consultants;
- c) Completed Operations Liability Coverage;
- d) Contractual Liability coverage; and
- e) Owned and Non-owned Automobile Liability Insurance coverage.

The limits of coverage shall not be less than the following:

- a) Bodily Injury Liability - \$2,000,000 each occurrence; \$2,000,000 aggregate products and/or completed operations
- b) Property Damage Liability - \$2,000,000 each occurrence; \$2,000,000 aggregate products and/or completed operations
- c) Owned and Non-owned Automobile - \$2,000,000 any one accident.

A Cross Liability clause shall be made part of the Comprehensive General Liability Insurance.

**Schedule C – Request for Proposals**

**Schedule D – Consultant’s Proposal**

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**APPENDIX “F” – AVAILABLE INFORMATION**

The following information will be made available to Proponents. Access for downloading the available information from the RDN FTP Site will be provided upon return of the Receipt Confirmation Form provided in Appendix “B” to the RDN representative.

- 1) FCPCC Secondary Process Selection Report, 2011
- 2) FCPCC Stage 4 Expansion Cost Estimate, 2011
- 3) FCPCC Performance Evaluation Technical Memorandum, 2012
- 4) FCPCC Secondary Clarifier Settling Analysis Technical Memorandum, 2012
- 5) FCPCC Process Flow Diagram
- 6) FCPCC Flow Monitoring (October 2015 to September 2016)
- 7) FCPCC Population Projections (2008 to 2028)
- 8) FCPCC Final Effluent Pump Upgrade, 2006
- 9) FCPCC Interceptor and Pump Station Upgrade Strategy Stage 1, 2006
- 10) French Creek Trunk Sewer System Hydraulic Modelling & Upgrade Strategy, 2016
- 11) FCPCC Annual Influent Testing, 2015
- 12) FCPCC Annual Report, 2015
- 13) FCPCC Influent and Effluent Testing, 2016
- 14) FCPCC Stage 4 Expansion – Project Summary Report , 2016

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## **APPENDIX “G” – PROPOSAL DECLARATION LETTER**

This Proposal Declaration should be executed by the Proponent. By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration. The RDN reserves the right to disqualify any Proponent that fails to complete this form.

### **[RFP Proponent’s Letterhead]**

To: Regional District of Nanaimo  
Regional and Community Utilities – Second Floor  
6300 Hammond Bay Road  
Nanaimo, BC V9T6N2

Attention: Michael Desilets, P. Eng., Project Engineer, Engineering Services

In consideration of the RDN’s agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees, confirms and acknowledges on its own behalf and on behalf of each member of the Proponent Team, to the extent applicable to such Proponent Team member and within the reasonable knowledge of such Proponent Team member, that:

### **1. Proposal**

- (a) this Proposal Declaration Form has been duly authorized and validly executed by the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of the RDN, be cause for rejection of its Proposal;
- (d) its Proposal is made without collusion or fraud; and
- (e) the RDN has the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent and each Proponent Team member agrees that they consent to the conduct of all or any of those investigations by the RDN.

### **2. Acknowledgements with Respect to the RFP**

- (a) the Proponent and each Proponent Team member have received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP “Table of Contents”, and any and all Addenda;

- (b) the Proponent and each Proponent Team member agree to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP Table of Contents, and any and all Addenda;
- (c) the Proponent's representative identified below is fully authorized to represent the Proponent and each Proponent Team member in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and

**3. Composition and Consent of Proponent Team**

- (a) the Proponent has obtained the express written consent and agreement of each member of the Proponent Team to all terms of this Proposal Declaration Form to the extent applicable to such Proponent Team member, and within the reasonable knowledge of such Proponent Team member.

**PROPONENT REPRESENTATIVE**

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Name

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Name of Employer

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Address

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Email Address

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Name of Authorized Signatory

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Telephone

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Signature