

## **REQUEST FOR PROPOSALS 21-051**

# ON-CALL ELECTRICAL MAINTENANCE AND REPAIR FOR WASTEWATER SERVICES

Issue Date: August 26, 2021

Closing Date and Time:

Proposals are to be submitted by email to <u>wwselectrical@rdn.bc.ca</u> before 3:00 PM (15:00 hrs) Pacific Time on September 16, 2021

Regional District of Nanaimo (RDN) Contact for Questions:

Jeremy Kaye, Senior Instrumentation Technician Email: wwselectrical@rdn.bc.ca

**Optional Site Meeting (see Section 3.1)** 

Proponents must register individuals who are attending in advance by email to: wwselectrical@rdn.bc.ca

September 7, 2021 at 9 am-12 pm, Greater Nanaimo Pollution Control CentreSeptember 8, 2021 at 9 am-12 pm, French Creek Pollution Control Centre

Questions should be received in writing by September 13, 2021

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# **1.0 Introduction**

The Wastewater Services department of the Regional District of Nanaimo (RDN) operates four wastewater treatment plants: the Greater Nanaimo Pollution Control Centre (GNPCC), the French Creek Pollution Control Centre (FCPCC), the Nanoose Bay Pollution Control Centre (NBPCC), and the Duke Point Pollution Control Centre (DPPCC).

The RDN is interested in selecting up to three Contractors to provide electrical maintenance and repair services over the term. The RDN reserves the right to select more or less Contractors depending on the responses received.

The scope of Work includes the provision of electrical maintenance and support services on an "as needed and as requested" basis to support Wastewater Services' operations at the sole discretion of the Senior Instrumentation Technician or designate.

The average annual amount spent by the RDN Wastewater Services department on electrical maintenance and repair services over the last 2 years was approximately \$170,000 (including labour and equipment costs)

Only qualified Electrical Journeyman personnel will be permitted to service Regional District facilities. The minimum Technical Safe BC qualification level for workers on RDN facilities is Field Service Level 2.

The type of Work required will include, but is not limited to, repair, replacement, and maintenance of electrical components.

The Services will include, but is not limited to:

- Electrical conduit and wiring.
- Lighting systems and lighting control systems.
- Receptacles, switches, data, and telephone wall jacks.
- Emergency lighting equipment, fire alarm systems.
- Power and conduit to other system such as Heat Ventilation Air Conditioning (HVAC)systems, generators, uninterruptable power supply (UPS)'s or equipment.
- Data and telephone cabling
- Installation and communication of instrumentation devices.
- Conduit systems for communication and other electronic systems.
- Pumps, motors, Motor Control Centre (MCC) panels, electrical breakers.
- Low voltage wiring for Direct Digital Control (DDC).
- Air controls.
- Generator systems.
- Pump Controls.
- Supervisor Control and Data Acquisition (SCADA) System.
- Variable Frequency Drives (VFD's).
- Soft Starts.
- Fire Alarm Systems: Class A, B and addressable.

- Heat trace systems.
- Sewer Pumps.
- Security alarm systems, as required.
- Portable Logic Controller (PLC) Installation and Maintenance
- Install and commissioning new wiring for upgrades and improvements, as required.

The contractor is expected to be available to respond twenty-four (24) hours per day, seven (7) days per week, 365 days per year, as determined by the nature of a given situation and/or emergency.

If awarded, the term of the Contract will be for 2 years. The term is anticipated to commence October 1, 2021 and conclude September 30, 2023 unless terminated or cancelled. Firm pricing is required over the term.

The RDN Wastewater Services' intent is to purchase its own electrical and instrumentation equipment whenever possible and to provide this equipment to the contractor for use. There still may a requirement for Contractors to purchase electrical and instrumentation equipment as required and/or as directed.

# **2.0 Definitions**

## **2.1 Definitions**

Throughout this Request for Proposal (RFP), the following definitions will be used:

**"Contract"** means the Regional District of Nanaimo Electrical Services Agreement (see Appendix D) and associated Schedules from this RFP.

"**Contractor**" means the successful Proponent to this Request for Proposal who enters into a Contract with the Regional District for Electrical Maintenance & Repair Services.

**"must" "mandatory"** means a requirement that must be met in order for a Proposal to receive consideration.

**"Senior Instrumentation Technician"** means the individual responsible for managing the electrical, instrumentation, and SCADA systems at Greater Nanaimo Pollution Control Centre (GNPCC). The Instrumentation Technician is also the Field Safety Representative for the electrical permits in the Southern Communities (GNPCC, Nanaimo Pump Stations and Interceptor, and Duke Point)

**"Pollution Control Centres" and "Facilities"** means Regional District facilities as indicated in **Appendix B** where the Work is to be performed.

"**Proponent**" means an individual or a company (Contractor) that submits or intends to submit a Proposal to this Request for Proposal.

"Proposal" means a Proposal submitted by a Proponent in response to this RFP.

"Regional District" means the Regional District of Nanaimo

"RFP" means this Request for Proposals document.

"Services" has the meaning set out in Schedule A.

**"Work"** shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor and all other expenditures in connection to complete the Work.

## **3.0 Instructions to Proponents**

#### **3.1 Optional Site Meeting**

To provide an overview of the RFP process, clarify the Scope of Work and answer any questions Proponent's may have, there will be an optional site meeting scheduled at 9 am to 12 pm on September 7 at Greater Nanaimo Pollution Control Centre (GNPCC) at 4600 Hammond Bay Road, Nanaimo, BC, and September 8 at French Creek Pollution Control Centre (FCPCC) at 957 Lee Road, Parksville BC.

Proponents may be invited to visit some of the RDN's remote facilities such as the pump stations or Nanoose Bay Pollution Control Centre or Duke Point Pollution Control Centre.

To attend the site meetings, participants must register in advance the individuals who would be attending via email to <u>wwselectrical@rdn.bc.ca</u>. Attendees must wear appropriate PPE including a high visibility vest and steel toed boots, and follow RDN Covid-19 site visitor protocols.

Proponents will sign the sign-in sheet for records of attendance at the meeting. Questions which are taken under advisement will be documented and the responses in the form of an addendum will be posted on BC Bid and on the Regional District's website.

## 3.2 Examination of Proposal Documents and Viewing Regional District Facilities

The Proponent must carefully examine the RFP Documents and it is in their best interest to view the Regional District Facilities. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the Regional District of Nanaimo.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the Regional District, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in this RFP Document, Drawings, Specifications, Site Visit and Investigation, and any resulting Addenda will be incorporated into any Contract between the Regional District and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

#### **3.3 Proposal Closing Date and Delivery Instructions**

It is the sole responsibility of the Proponent to submit their Proposal to the RDN by 3:00 p.m. (15:00 hrs) September 16, 2021, (the "closing date & time").

Proposals must be submitted by email to <u>wwselectrical@rdn.bc.ca</u>. The RDN will endeavor to provide confirmation of receipt for Proposals submitted.

Proposals will not be accepted in any other manner. Late Proposals will not be considered.

It is the Proponent's sole responsibility to ensure they allow themselves enough time to submit their Proposal.

## **3.4 Mandatory Requirements**

Mandatory Requirement	Proponent's Check List	
Proposal(s) must be received prior to 3:00 p.m. (15:00 hr) Pacific Time on September 16, 2021 the "closing date and time").	YES 🗆	NO 🗆
Proposal must be submitted in English.	YES 🗆	NO 🗆
Proposal must be received by email to wwselectrical@rdn.bc.ca	YES 🗆	NO 🗆
Appendix A: Proposal Submission Form must be completed and must be signed by an authorized person in a position to legally bind the Contractor and Proponent to statements made in response to this Request for Proposal.	YES 🗆	NO 🗆
<b>Schedule B</b> must be completed on the Schedule provided. Proponents are to provide their Proposal responses directly onto <b>Schedule B</b> .	YES 🗆	NO 🗆

## **3.5 Inquiries and Clarifications**

All questions related to this RFP are to be directed in writing by email to:

Jeremy Kaye Senior Instrumentation Technician Regional District of Nanaimo <u>wwselectrical@rdn.bc.ca</u>

The Regional District will only respond to questions that are submitted in writing. The responses to any written questions received by Regional District staff will be issued to all potential Proponents as a written addendum posted on BC Bid and the RDN website.

Questions are to be submitted in writing before end of business day on September 13. The Regional District reserves the right not to answer questions received after September 13.

Proponents finding discrepancies or omissions in the RFP documentation or having doubts as to the meaning or intent of any provision should immediately notify the contact person listed above. No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

The Regional District will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries. If the Regional District determines that an amendment is required to this RFP, the Regional District's will issue an addendum and such an addendum will be posted on the BC Bid website, the Regional District's website and distributed to all Proponents who have returned the Receipt Confirmation Form **(Appendix C).** 

## 3.6 Addenda

Each addendum shall be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum sent out by the RDN's Wastewater Services department. Proponents are solely responsible for checking for all addenda and including said addenda in their final Proposal submission.

## **3.7 Proponent Costs for Proposal**

The Regional District shall not be liable for any costs incurred in responding to any Regional District RFP, including the costs of Proposal preparation, and any travel relating to the RFP and Proposal process, including attendance at the non-mandatory information sessions.

#### **3.8 Liability for Errors**

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the work in this RFP.

#### **3.9 Changes to RFP Document**

Proponent(s) must not alter any portion of this RFP document, except for adding the information requested. To do so may invalidate the submission of its Proposal.

## 3.10 Changes to the Proposal Wording and Content

The Proponent will not be allowed the opportunity to change the wording or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the Regional District (e.g. minor clarifications).

## 3.11 Prices

All Prices shall be in Canadian Funds and shall remain **FIRM** for the 2-year term and are all inclusive without limitation, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other expenditures necessary in connection and completion of the Work/Services requested. GST and PST tax are not included in any prices and shown separately on the invoicing.

## **3.12 Acceptance and Rejection of Proposals**

This RFP is not an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with any Proponent.

The Regional District reserves the right to:

- a. Not accept any Proposal in response to this RFP.
- b. To reject all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP.
- c. To reject any Proposal at any time prior to execution of a Contract.
- d. To reject Proposals which are incomplete, conditional, or obscure or erasures or alterations of any kind.

e. To waive immaterial defects and minor irregularities in any Proposal.

f. To assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the Regional District's sole estimation, the personnel and/or resources of the Proponent are insufficient.

## 3.13 Right to Cancel the RFP Process

The Regional District reserves the right in its sole discretion to cancel this RFP process at any time and may in its discretion, elicit offers from other parties (whether such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating with any party if:

a. A suitable Proponent has not been selected.

b. Award of Proposals are subject to the RDN's internal approval process outlined in the Regional District of Nanaimo's Purchasing Policy. In the event approval is not received, the Regional District reserves the right to Cancel the RFP process and proceed with the Work some other way.

## **3.14 Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time prior to the Proposal closing time by submitting a written withdrawal notice to the contact person for the RFP (Jeremy Kaye, <u>wwselectrical@rdn.bc.ca</u>)

## 3.15 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Regional District or their immediate families which might in any way be seen by the Regional District to create a conflict.

## 3.16 No Claims

The Regional District and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the 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.

## 3.17 Freedom of Information and Privacy Protection Act

The contents of the Proposal are subject to the Freedom of Information and Privacy Protection Act (FOIPPA). The Proponent should note within its Proposal whether it considers any part of the Proposal as proprietary or trade secret. The Regional District attempts to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, the Regional District has the sole discretion in determining whether any part(s) of Proponent Proposals contain information that is exempt from FOIPPA legislation.

## **3.18 Ownership of Proposals**

All Proposals submitted, other than any Proposal withdrawn prior to the closing date and time of Proposals or any late Proposals, become the property of the Regional District and will not be returned to Proponents.

## **3.19 Acceptance of Terms**

All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those revisions that are proposed or requested in the Proposal and accepted by the

## Regional District.

## **3.20 Litigation Clause**

The Regional District may, in its absolute discretion, reject a Proposal submitted by Proponents if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in a legal action against the Regional District, its elected or appointed officers and employees in relation to:

- Any other contract for Work; or
- Any matter arising from the Regional District's exercise of its powers, duties or functions under the Local Government Act for another enactment

Within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the Regional District will consider whether the litigation is likely to affect the Proponent's ability to Work with the Regional District, its consultants and representatives and whether the Regional District's experience with the Proponent indicates that the Regional District is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

## **3.21 Contract for Services**

The contract to be signed with the successful proponent will be the *Regional District of Nanaimo On-Call Electrical Services Agreement (Appendix D).* This contract must be fully executed by both parties prior to work commencement.

The contract will incorporate Schedule A – General Terms, Schedule B Part 2 and 3 (Rates, Warranty), and Schedule D, Insurance, Electrical Ticket Verification, Worksafe BC verification, and any Addenda during the RFP process.

# **4.0 PROPOSAL SUBMISSION FORMAT AND CONTENTS**

Proponents are required to submit the following information which will be used in the evaluation of Proposals:

## Appendix A: Proposal Submission Form

In order to be entitled to consideration, **Appendix A** must be completed and must be signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this Request for Proposal.

## Schedule B: Proponent's Mandatory Response Form

Completion of **Schedule B.** Proponent(s) should respond to each of the items listed in [Schedule B] to ensure their Proposal submission receives full evaluation consideration. The Proposal response must be provided directly onto **Schedule B**, including any appendices requested.

# **5.0 EVALUATION AND SELECTION PROCESS**

## 5.1 Evaluation Team

The evaluation of Proposal submissions will be undertaken on behalf of the Regional District by an Evaluation Team appointed by the Regional District, which may consist of one or more persons. The Regional District reserves the right and at its sole discretion to choose the Evaluation Team members.

## **5.2 Proposal Evaluation Process**

- Proposals received by the "closing time" will be screened for compliance with the mandatory requirements as stated in **Section 3.4.** The Evaluation Team reserves the right to (at its sole discretion) determine whether any Proposal is compliant. Non-compliant Proposals will be rejected.
- ii. Compliant Proposals will be reviewed and evaluated against the Desirable Criteria to determine the Proposal offering "Best Value" to the Regional District. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.
- iii. It is the intent of the Regional District to award the Contract to the top three highest ranked Proponents. The RDN reserves the right to select more or less Proponents depending on the responses received.
- iv. Any award of a Contract will be subject to satisfactory references checks in the sole opinion of the Regional District. The Regional District will not enter into any Contract with any Proponent whose references are found to be unsatisfactory.
- vii. Unsuccessful Proponents will be advised of the contract award. A debrief will be provided to unsuccessful Proponents on request.

## **5.3 Additional Information**

The Evaluation Team may, at its sole discretion, request clarifications from a Proponent with respect to its Proposal, and the evaluation team may make such requests to only selected Proponents. The evaluation team may consider such clarifications in evaluating Proposals.

## **5.4 Desirable Criteria**

Proposals meeting all of the mandatory criteria will be further assessed against the desirable criteria. The Evaluation Team will compare, evaluate and score Proponents Proposal based on the submission responses to **Schedule B**. Proponents are encouraged to respond to all questions in **Schedule B** to ensure their Proposal receives full consideration.

Desirable Criteria	Point Value
<b>Part A: Company Profile and Experience</b> For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to <b>Schedule B [Part A]</b> .	35
<b>Part B: Financial Considerations</b> For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to <b>Schedule B [Part B]</b> .	40
Part C: Technical Information For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to Schedule B [Part C].	25
TOTAL	100

## 5.5 Negotiation of Contract and Award

It is the intent of the Regional District to ensure the Regional District has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with Proponents including, but not limited to, matters such as:

- Price adjustments.
- Minor Changes to Services.
- Contract details.
- Contract payment details.

# **SCHEDULE A: REQUIREMENTS**

# 1.0 Scope of Work

The Contractors selected in this RFP shall provide all labour, materials, tools, equipment and transportation necessary to complete Electrical Maintenance and Repair Services in accordance with all applicable Regional District, Provincial and Local Fire Authority having jurisdiction for all Work required at various Regional District of Nanaimo Facilities identified in **Appendix B** Regional District of Nanaimo – Facility Location List.

The scope of Work includes the provision of electrical services on an "as needed and when requested" basis including emergency response, and at the sole discretion of the Senior Instrumentation Technician or designate for additional work and/or individual projects under \$5,000 at various Regional District of Nanaimo Wastewater Facilities as indicated in **Appendix B** (attached).

Additional Work and/or individual projects between \$5,000 and \$20,000 will require a quotation and the quotation will be reviewed by the Senior Instrumentation Technician or designate, and only if accepted by the Senior Instrumentation Technician or designate will the Contractor proceed. For additional work and/or individual projects between \$20,000 and \$50,000, a quotation will be obtained from all firms selected in this RFP. Additional work and/or projects above \$50,000 will be procured separately.

The Regional District would be under no obligation to pay for Work done without prior approval and may at its sole option request alternate quotations.

The Services shall include, but is not limited to:

- Electrical conduit and wiring.
- Lighting systems and lighting control systems.
- Receptacles, switches, data, and telephone wall jacks.
- Emergency lighting equipment, fire alarm systems.
- Power and conduit to other system such as Heat Ventilation Air Conditioning (HVAC)systems, generators, uninterruptable power supply (UPS)'s or equipment.
- Data and telephone cabling
- Installation and communication of instrumentation devices.
- Conduit systems for communication and other electronic systems.
- Pumps, motors, Motor Control Centre (MCC) panels, electrical breakers.
- Low voltage wiring for Direct Digital Control (DDC).
- Air controls.
- Generator systems.
- Pump Controls.
- Supervisor Control and Data Acquisition (SCADA) System.
- Variable Frequency Drives (VFD's).
- Soft Starts.
- Fire Alarm Systems: Class A, B and addressable.
- Heat trace systems.
- Sewer Pumps.

- Security alarm systems, as required.
- Portable Logic Controller (PLC) Installation and Maintenance
- Install and commissioning new wiring for upgrades and improvements, as required.

If the Contractor is unable to provide the services within the time frame required, or is unavailable, the Regional District reserves the right to contact another Contractor to perform the Service(s).

The Contractor is to be available to respond as determined by the nature of a given situation and/or emergency; twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

Types of Electrical Repair Service Request Include services on an "as needed and when requested" basis, including emergency response at Regional District of Nanaimo Wastewater Services Facilities:

## Regular/ Non-Emergency Repair or Maintenance Service Requests:

The Contractor will respond at the Facility for routine service requests received prior to 12 pm on the same business day of being called by the Regional District. Service requests received after 12 pm would need to be responded to at the Facility prior to 12 pm on the next business day.

## **Emergency Repair Services Requests:**

The Contractor shall respond at the Facility for emergency repair services requests immediately after called and in no cases longer than 90 minutes of being called by the Regional District. Emergency repair service shall include corrective repair of any electrical problem required to restore the Facility and/or grounds to an operational, secure, and safe condition as determined by the Project Contact.

## **Other Contractors or Regional District Personnel**

The Regional District may have its own work forces and other Contractors on the site while the Work of this Contract is under way. The Regional District will coordinate the Work of all Contractors on the site and require their coordination with each other.

# 2.0 Price

## **2.1 Labour and Materials**

This shall be a Labour and Materials contract guided by the rates and pricing structure identified in **Schedule B (Part B)**.

## 2.2 Rates

Labour Rates will be in effect as of the contract start date and remain constant for the 2-year Contract term unless terminated or cancelled.

## 2.3 Markups

2.3 Proponents are also asked to submit their markup amount on original supplier invoiced materials, supplies, equipment and sub-contractor as a percentage (%). This markup will apply for the initial contract term and any extensions.

## 2.4 Invoice Copies

The Regional District may request the successful contractor to supply copies of invoices for materials, supplies and equipment used in repairs/installations for audit purposes.

#### **2.5 Invoices**

**Service call and repairs** shall be invoiced within 30 days of completion of the project, according to the rates submitted on **Schedule B (Part B).** All invoices shall include, at a minimum, the following information:

- a. Current Open/Standard Purchase Order Number.
- b. Facility Name and address of where Work was completed.
- c. Project Contact information (name);
- d. Hourly rates and charges by classification.
- e. Total number of hours worked.
- f. Detailed List of materials supplied and installed.
- g. Breakdown of cost and markup by each material item listed.
- h. Original supplier invoices must be provided for equipment.
- i. Description of Work performed.
- j. GST & PST; and

k. The Contractor will submit if required by the RDN Field Level Risk Assessments (FLRA's) required as part the RDN's occupational health and safety program with their invoices.

I. Any other information.

m. Failure to comply with invoice criteria listed above may result in invoices being returned for correction and payment delayed until above criteria has been provided.

## 2.6 Service Technicians Certification Requirements

a. All work carried out under the Electrical Maintenance and Repair Services: shall be carried out by a Journeyman Electrical Tradesperson with appropriate Trade Qualifications Card in compliance with the conditions of the Provincial WorkSafe BC Regulations, Confined Space, WHMIS Legislation, and British Columbia Technical Safety BC.

b. All work requested as additional work/individual projects which require a quotation and prior approval shall be carried out by one (1) journeyman electrical tradesperson at the rate quoted on **Schedule B (Part B)**.

c. All actions performed by qualified electrician's service technicians must be properly recorded in site electrical logbooks and all new installations must be accompanied by appropriate permits, drawings, engineering reports, maintenance manuals and training at completion must be provided to the Senior Instrumentation Technician or designate.

d. The minimum requirement for electrical workers is a Field Safety Representative B level as per Technical Safety BC.

e. Electrical workers must have current confined space and WHMIS certification.

## 2.7 Worksite Security Procedures

a. The Contractor will be required to report to the Senior Instrumentation Technician or designate upon arrival before starting any Work, as per Work Safe BC Requirements, and prior to departure from the Facility. An identity badge, parking pass and or keys for equipment room access may be required from the Senior Instrumentation Technician or designate. If required, individuals will be provided a specific alarm code when entering the site.

- b. Any costs for obtaining lost security clearances will be the responsibility of the Contractor.
- c. The Contractor shall install temporary restrictions, barricades, and signs to prevent use of electrical equipment or services during service/repair operations.
- d. Contractor must inform the Senior Instrumentation Technician or designate immediately if any safety hazard is discovered and take immediate steps to control the hazard.

#### **2.8 Identification**

The Contractor must ensure that all staff are wearing clearly visible identification badges (company name/first name and last name) when working at a Regional District Facility.

## **2.9 Service Call Requests**

Service Call Requests will be initiated by the Senior Instrumentation Technician or designate on an "as needed and when requested" basis for maintenance, repairs, or equipment required at any Regional District Facility.

## **2.10 Additional Repairs**

Additional repairs found necessary which are beyond the Service Call must require a written quotation and/or a verbal confirmation by the Senior Instrumentation Technician or designate. The quoted repair Work shall not proceed until approval has been provided by the Senior Instrumentation Technician or designate.

Repairs in Regional District Facilities will need to be based on scheduling and access availability, with arrangements provided by the Regional District.

## 2.11 Written Quotations

The Contractor's quotation should also include a detailed description of the Work to be performed, broken down by task and sub-task. The quotation should contain details on the level of effort, including hours, labour categories, materials, and all items necessary for completion. Quotations will be required based on the thresholds in Section 1.0.

The Contractor's written quotation will be reviewed and upon acceptance, a Purchase Order will be issued as authorization to proceed will be provided by the Senior Instrumentation Technician or designate.

The Contractor shall not begin any additional Work or individual projects without first obtaining written or verbal approval from the Senior Instrumentation Technician or designate. The Regional District shall be under no obligation to pay for Work done without prior approval.

## 2.12 Contractor Work Sheets/Field Reports

A worksheet/field report must be completed with 48 hours by the Contractor for any Work performed at a Facility at the completion of each assignment. The worksheets/field reports shall itemize the labour type and amount of hours based upon the time of arrival and departure from the site, any materials used, any other additional charges, and are to be signed by the Senior Instrumentation Technician or designate. The

Contractor must also update the Electrical Logbook on site prior to finishing work daily.

## 2.13 Work Sites

The Work may be carried out at any of the Regional District Facilities and the scheduling of the Work shall be coordinated with the Senior Instrumentation Technician or designate, and the Contractor.

The work sites and locations are provided in but not limited to:

Appendix B – Regional District of Nanaimo– Facility Location List.

Contractor's personnel will be required to report to the Senior Instrumentation Technician or designate upon arrival before starting any Work, and before leaving the site.

## 2.14 Adding / Removing Regional District Facilities or Services

The Regional District reserves the right to add or remove Regional District Facility locations and Services during the term of the Contract.

## 2.15 Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

## 2.16 Warranty

The Contractor will provide the RDN a warranty on parts used and workmanship over agreement as identified in **Schedule B Part 5**.

## 2.17 Environmental Management System

The Contractor must meet environmental requirements of the department's Environmental Management System (ISO 14001:2015). The Contractor-Supplier Package identifies these requirements and must be signed prior to contract award.

http://www.rdn.bc.ca/cms/wpattachments/wpID1133atID8165.pdf

# **APPENDIX B: FACILITY LOCATION LIST**

Wastewater Treatment Plants			
Facility Name	Address	Service Area	
Greater Nanaimo Pollution Control Centre (GNPCC)	4600 Hammond Bay Road, Nanaimo, BC	Nanaimo	
French Creek Pollution Control Centre (FCPCC)	957 Lee Road, French Creek, BC	Parksville, French Creek, Qualicum Beach	
Nanoose Bay Pollution Control Centre (NBPCC)	3260 Schooner Cove Drive, Nanoose, BC	Nanoose Bay	
Duke Point Pollution Control Centre (DPPCC)	925 Jackson Road, Duke Point, BC	Duke Point	
	Pump Stations		
Pump Station Name	Address	Service Area	
Chase River Pump Station	1174 Island Highway South, Nanaimo BC	Nanaimo	
Departure Bay Pump Station	2936 Departure Bay Road, Nanaimo BC	Nanaimo	
Wellington Pump Station	5200 Fillinger Crescent, Nanaimo BC	Nanaimo	
Duke Point Pump Station	1142 Maughan Road, Nanaimo BC	Duke Point	
MacMillan Pump Station	1702 MacMillan Road, Nanaimo BC	Nanaimo	
Cedar Pump Station	1758 Cedar Road, Nanaimo BC	Nanaimo	
Bay Avenue Pump Station	385 Bay Avenue, Parksville, BC	Parksville	
Hall Road Pump Station	300 Hall Road, Qualicum Beach, BC	Qualicum Beach	
Lee Road Pump Station	1045 Lee Road, French Creek, BC	Qualicum Beach	
Kinkade Road Pump Station	105 Kinkade Road	Surfside	
Columbia Beach Pump Station	1569 Juan De Fuca	French Creek	
Breakwater Pump Station	983 Dickinson Way	French Creek	
Barclay Crescent Pump Station	919 Barclay Crescent	French Creek	
#1 Station Andover Road	2325 Andover Road	Nanoose Bay	
#2 Station Andover Road	2408 Andover Road	Nanoose Bay	
#3 Station Evanshire Road	2433 Evanshire Road	Nanoose Bay	
#4 Station Collingwood Drive	3541 Collingwood Drive	Nanoose Bay	
#5 Station Dolphin Drive	3466 Dolphin Drive	Nanoose Bay	
#6 Station Schooner Cove Road	3270 Schooner Cove Drive	Nanoose Bay	
#7 Station Rockhampton	3332 Rockhampton Road	Nanoose Bay	
#8 Station Dolphin	3290 Dolphin Drive	Nanoose Bay	
#9 Pumpstation Fairwinds	3375 Fairwinds Drive	Nanoose Bay	

# **APPENDIX C: RECEIPT CONFIRMATION FORM**



## **Regional District of Nanaimo**

## Electrical Maintenance and Repair Services Request for Proposals Closing date and time: Prior to 3:00 PM (15:00 hours) September 16, 2021

As receipt of this document, and to directly receive any further information about this Request for Proposals, please return this form to:

Jeremy Kaye
Senior Instrumentation Technician
Regional District of Nanaimo
Office: (250) 758-1157
wwselectrical@rdn.bc.ca

**APPENDIX D: ELECTRICAL SERVICES AGREEMENT** 

#### REGIONAL DISTRICT OF NANAIMO ELECTRICAL SERVICES AGREEMENT

THIS AGREEMENT made the

2021

**BETWEEN:** 

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

day of

AND:

(hereinafter called the "Regional District")

(hereinafter called the "Contractor")

#### NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

#### 1. Definitions

The following definitions will be used in this contract:

"Contract" means the Regional District of Nanaimo Electrical Services Agreement and associated Schedules.

"must" or "mandatory" means a requirement that must be met in the contract.

**"Senior Instrumentation Technician"** means the individual responsible for managing the electrical, instrumentation, and SCADA systems at Greater Nanaimo Pollution Control Centre (GNPCC). The Instrumentation Technician is also the Field Safety Representative for the electrical permits in the Southern Communities (GNPCC, Nanaimo Pump Stations and Interceptor, and Duke Point).

**RDN Qualified Coordinator**: Wastewater Services is the Prime Contractor at RDN wastewater work sites unless otherwise designated for the project by written agreement. The Qualified Coordinator is the person appointed by a Prime Contractor to co-ordinate occupational health and safety activities on a work site.

"Pollution Control Centres" and "Facilities" means Regional District facilities as indicated in Schedule C where the Work is to be performed.

"Proponent" means an individual or a company (Contractor) that submits or intends to submit a Proposal to this Request for Proposal.

"**Proposal**" means a Proposal submitted by a Proponent in response to the On-call Electrical Maintenance and Repair for wastewater services Request for Proposals issued by the Regional District of Nanaimo in August 2021.

"Services" provided in the contract are outlined in Schedule A.

**"Work"** shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor and all other expenditures in connection to complete the Work.

#### 2. Services

The Regional District retains the Contractor to provide the Services and the Contractor agrees to provide the Services in a diligent and competent manner in accordance to work requirements in **Schedule A**.

#### 3. Conduct of the Contract

The Regional District's Senior Instrumentation Technician will have the conduct of the Contract.

#### 4. Term of Contract

The term of the Contract will be for 2 years. The term will commence on October 1, 2021 and expires September 30, 2023 unless terminated or cancelled. Firm pricing is required over the Contract term. Upon expiry of the original term, the agreement will continue on a month-to-month basis with the same pricing and terms and conditions until either party provides the other with 30 days written cancellation notice.

#### 5. Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the Regional District with respect to any Work performed under sub-contract and incorporate the terms and conditions of this Contract into all sub-contracts as necessary to preserve the rights of the Regional District under this Contract. The Contractor will be as fully responsible to the Regional District for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## 6. Assignment/Sub-Contracting of Contract

The Contractor shall not assign or sub-contract its obligations under this Contract, in whole or in part, without prior written approval of the Instrumentation Technician which shall not be unreasonably withheld.

#### 7. Amendment of Contract Documents

The Contract Documents shall not be amended except as specifically agreed in writing signed by both the Instrumentation Technician and the Contractor.

#### 8. Occupational Health and Safety Requirements

The Contractor shall strictly comply with the current Health and Safety Regulations of WorkSafe BC and the safety policies/procedures of the Regional District of Nanaimo. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

Wastewater Services is the Prime Contractor at RDN wastewater work sites. The contractor and their employees must have a site orientation before performing work at that locations; and may only be left alone to perform work at the site after the RDN Qualified Coordinator has met with and explained the scope of work and activities. Any changes to the scope of work will only be conducted after consultation with the RDN Qualified Coordinator.

#### 9. Laws, Regulations and Permits

This Contract formed shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of Nanaimo, British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this Contract.

The Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Electrical Maintenance & Repair Services Contract. If any permits, authorizations, approvals or licenses from any government or governmental agencies are necessary or desirable for the prosecution of the Electrical Maintenance & Repair Services they shall be obtained by the Contractor at its expense.

The Contractor agrees to comply with all laws and regulations affecting their Proposal document in any manner and agrees to take further steps as may be necessary to affect such compliance. All laws and regulations required to incorporate in contracts of this character are hereby incorporated by inference. The Contractor will provide and pay for all licenses and permits required to carry out the work.

#### 10. Indemnity

The Contractor agrees to indemnify, defend and save harmless the Regional District of Nanaimo, including without limitation, its Board Members, agents, servants and employees from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the Regional District at any time or times (either before or after the expiration or sooner termination of this Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officers, director or sub-contractor, the Contractor pursuant to the Contract excepting always liability out of the independent acts of the Regional District.

#### **11. Insurance Requirements**

The Contractor shall submit, upon award by the Regional District of Nanaimo, a Certificate of Insurance signed by the Insurance Company licensed in the Province of British Columbia certifying that the required insurance policies are in force and that:

- a. The Regional District of Nanaimo is added as an additional named insured.
- b. The policy shall not be cancelled, lapsed, transferred, assigned, or materially altered without at least thirty (30) days written notice to the Regional District of Nanaimo and the Regional District's written approval of the cancellation, transfer, assignment, or alteration.
- c. The Contractor shall carry Commercial General Liability Insurance satisfactory to the Regional District in the amount of **FIVE MILLION DOLLARS** (\$5,000,000) inclusive per occurrence.
- d. Automobile Liability Insurance, in an amount of not less than **TWO MILLION DOLLARS** (\$2,000,000) is required on all licensed vehicles owned or used by the Contractor.
- e. Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage.

The Contractor shall ensure that all sub-contractors carry insurance in the form and limits specified in this clause. All insurance described in this section must be primary and not require the sharing of any loss by an insurer of the Regional District.

#### 12. Independent Contractor

The Contractor is an independent Contractor, and this Contract does not render the Contractor an agent or employee of the Regional District.

#### 13. WorkSafe BC

The Contractor and any approved sub-contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor will follow the requirements of the RDN's Occupational Health and Safety Program and the RDN's Confined Space Program

The Contractor agrees and shall:

- a. Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Work.
- b. Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirement of the WorkSafe BC Act and Regulations; and
- c. Be solely responsible for to ensure that all sub-contractors have proper WorkSafe BC coverage

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.

The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" will be shipped along with the Goods and any future SDS updates will be forwarded.

#### 14. Operations and Coordination of the Work

The Contractor shall agree to coordinate the execution of the Work with the Regional District such that disruption of the Work of all involved is minimized. Operations will continue and the Regional District Facility will be in full use by staff and public.

#### 15. Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the Work including any amendments as they may occur during the execution of the Work.

All equipment, materials and labour utilized, and all workmanship shall comply with all current codes, standards, regulations, and statutes pertaining to the Work including, but not exclusively:

- Canadian Standards Association (CSA)
- WorkSafe BC and the BC Occupational Health and Safety Regulation.
- BC Provincial Motor Vehicle Act
- BC Building Code, latest edition
- BC, Municipal & National Electrical Code, latest edition

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the Work agreed to. All equipment installation shall be new, and the Regional District is to be provided with complete manufacturer's warranties.

The RDN Wastewater Services' intent is to purchase its own electrical and instrumentation equipment whenever possible and to provide this equipment to the contractor for use. There still may a requirement for Contractors to purchase electrical and instrumentation equipment as required and/or as directed.

#### 16. Canadian Standards Association (CSA)

All items where applicable must be approved by the Canadian Standard Association (CSA) and will bear the appropriate approval sticker prior to arriving at the designated Regional District Facility. For items arriving without this approval, the Regional District of Nanaimo may deduct the necessary dollar amount per item from the price and arrange for the necessary approval or return the item(s) at the Contractor's expense for replacement or full credit.

#### 17. Inspection of Work

- a. All Work performed shall be subject to inspection and shall meet the approval of the Senior Instrumentation Technician or designate. If the Work is not approved, the Instrumentation Technician, or designate will have the right to reject them or to require correction.
- b. Acceptance or rejection of the Work shall be made as promptly as practical, but failure to accept or reject the Work shall not relieve the Contractor from responsibility for the Work provided not in accordance with the Contract.
- c. The Regional District will not be deemed to have accepted the Work by virtue of a partial or full payment for it.
- d. The Regional District will be the final judge of all Work and its decisions of all questions in dispute will be final.

#### **18. Performance Management**

The Regional District has obligations in its Purchasing Policy to document the performance of service vendors on a regular basis and, in the event of poor performance to develop a corrective active plan to bring performance back to an acceptable level.

Over the term of the Contract, the Regional District may schedule meetings to check in on a regular basis. The Contractor will participate in these meetings and will address any concerns that may arise. The Contractor will participate in a corrective action plan and meet performance requirements identified in this plan.

#### 19. Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the Work. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of the Regional District, the Contractor is responsible, at no charge to the Regional District and to the satisfaction of the Regional District.

Alternatively, the Regional District may repair the loss or damage and the Contractor shall pay to the Regional District the costs of repairing the loss or damage upon demand from the Regional District. Where, in the opinion of the Regional District, it is not practical or desirable to repair the loss or damage, the Regional District may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

#### 20. Personnel and Sub-Contractors

The Contractor will not subcontract its obligations to do the work without prior approval from the RDN.

Should the Regional District object to any person employed or sub-contractor used by the Contractor on the Work, the Contractor shall remove such person from the Work, it being understood and agreed that the Regional District's non-objection to any person or sub-contractor employed by the Contractor on the Work

shall not be deemed to be an approval of the Regional District of such person, or such sub-contractor, and the Contractor, by reason of such non-objection or by the reason of the Regional District's approval of any person or sub-contractor employed by the Contractor, shall in no way be relieved from his responsibility for the employment of such person or sub-contractor or from the performance and fulfillment of the Work.

The Contractor will preserve and protect the rights of the Regional District with respect to any Work performed under sub-contract and incorporate the terms and conditions of this Contract into all sub-contracts as necessary to preserve the rights of the Regional District under this Contract. The Contractor will be as fully responsible to the Regional District for acts and omissions of sub- contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

#### 21. Termination of Contract

The Regional District reserves the right, at its sole discretion, to immediately terminate the Contract, in whole or in part, if the Contractor receives three (3) written communications within the duration of the Contract for any one or more of the following reasons:

- Failure to deliver the promised Work at the required time and location; or
- Failure to provide Personnel that are satisfactory to the Regional District; or
- Failure to provide satisfactory Work; or
- Fails to meet the Regional District's standard of expected and agreed level of Work and performance; or
- Unsafe acts while on Regional District property that could pose a threat to the safety of the Regional District Staff or Public:
- Safety infractions; or
- Unknown Personnel, sub-contractor or assignment of Work to others; or
- Default or arrears standing at WorkSafe BC; or
- Expired insurance (Commercial General Liability or Auto); or
- Failure to meet the requirements of the RDN's corrective action plan.
- Any other reason considered appropriate, at the sole discretion of the Regional District.

Upon termination of the Contract, the Regional District will be under no further obligation to the Contractor, except to pay to the Contractor such amount as the Contractor may be entitled to receive up to the date of termination. Such termination will not result in any penalty to the Regional District, unless otherwise agreed to and as specified in this Contract.

#### 22. Cancellation

The Contract may be cancelled by either party for any reason without cause or penalty upon ninety (90) calendar day's written notice.

#### 23. Force Majeure

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages, pandemics, epidemics, or slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, Contractors or material shortages.

#### 24. Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Contract or related to this Contract ("Dispute") using the dispute resolution procedures set out in this section.

- a. **Negotiation:** The parties will make reasonable efforts to resolve any Disputes by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.
- b. Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within (30) days, either party may by notice to the other party refer the matter to mediation. Within (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Nanaimo, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

#### 25. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the Regional District if sent in writing to the Regional District of Nanaimo, 6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

**AND** To the Contractor if sent in writing to the Contractor, to the address provided in this contract.

#### 26. Time is of the Essence

The Contractor acknowledges that time is of the essence with respect to the Work.

#### 27. ISO 14001 Environmental Management System

Whereas the Regional District of Nanaimo's Wastewater Services (WWS) is operating to the ISO 14001:2015 standard, it is a condition of this contract that the Contractor comply with the WWS' Environmental Management System (EMS).

As per PM-08.0 Element 7.2 Competence and Element 7.3 Awareness, paragraph 5.11 of the WWS' EMS Policy and Procedure Manual:

1. Any contracted personnel whose activities can create a significant impact (as defined by the WWS' EMS) on the environment are required to undergo training. Such training will require one session of approximately one half hour.

2. While the Regional District of Nanaimo (the RDN) will provide the initial training to a representative Contractor, it is the responsibility of the Contractor to train the Contractor's own personnel, as well as any personnel of the Contractor's Subcontractor who will be working on a site of WWS.

3. The Contractor hereby warrants that it will provide any ISO 14001 related training which the RDN deems necessary to the Contractor's own personnel and any personnel of the Contractor's Subcontractor and will forward records thereof to the RDN at no additional charge to the RDN.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

# REGIONAL DISTRICT OF NANAIMO

by its authorized signatories:

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

Per:	Per:
Name:	Name:
Title:	Title:

**CONTRACTOR** by its authorized signatories:

Per:			
Name:			
Title:			

#### SCHEDULE "A"

#### **SCOPE OF WORK**

The Contractor shall provide the Services as outlined below:

Scope:

**21-051 Request for Proposals for On-Call Electrical Maintenance and Repair for Wastewater Services** Schedule A – Requirements

#### SCHEDULE "B"

#### FEES & EXPENSES AND WARRANTY

**21-051 Request for Proposals for On-Call Electrical Maintenance and Repair for Wastewater Services** Schedule B - Proponents Mandatory Submission Form - Part B and C

#### SCHEDULE "C"

#### **Facility Location List**