



## REQUEST FOR PROPOSALS

### ON-CALL ELECTRICAL MAINTENANCE AND REPAIR FOR WASTEWATER SERVICES

**Issue Date:**

March 26, 2018

**Closing Date and Time:**

4 complete hard copies plus 1 electronic (CD or USB) copy prepared in .pdf format of each Response must be received before 2:00 pm April 11, 2018

**Closing Location:**

Regional District of Nanaimo  
Main Reception – Second Floor  
Second Floor  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

Attention: Regional and Community Utilities

**Attention:**

Ian Lundman  
Operations Superintendent  
Regional District of Nanaimo – Wastewater Services  
[ilundman@rdn.bc.ca](mailto:ilundman@rdn.bc.ca)

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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 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 Instrumentation Technician, Chief Operators, or designate for individual projects under \$5,000. Individual projects or additional work between \$5,000 and \$20,000 will require a quotation and the quotation will be reviewed by the Instrumentation Technician and/or Chief Operator and only if accepted by the Instrumentation Technician and/or Chief Operator will the Contractor proceed. Individual projects in excess of \$20,000 will be tendered 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.

In 2017, the total amount spent by the RDN Wastewater Services department on electrical maintenance and repair services was approximately \$140,000 (including labour and equipment costs)

Only qualified Electrical Journeyman personnel will be permitted to service Regional District facilities except if the work requires, an Electrical Apprentice can work in Regional District facilities under direct supervision of an Electrical Journeyman.

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 HVAC systems, generators, UPS’s or equipment;
- Data and telephone cabling (AMP Data Certified Cat5e and Cat6);
- Conduit systems for communication and other electronic systems;
- Pumps, motors, MCC panels, electrical breakers;
- Low voltage wiring for DDC;
- Air controls;
- Generator systems;
- Pump Controls;
- SCADA System;
- VFD Drives:
- Soft Starts:
- Fire Alarm Systems: Class A, B and addressable;
- Heat trace systems;
- Sewer Pumps;
- Security alarm systems, as required; and
- Install and commissioning new wiring for upgrades and improvements, as required.

- Liaison with Engineering Consultants re: Boiler Controls, Cogeneration System, Centrifuge Controls.

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 approximately 3 years that is anticipated to commence on June 1, 2018 and expire May 31, 2021 unless terminated, cancelled or extended. The term of the Contract may be extended or renewed upon mutual agreement for 1 additional 2 year term subject to satisfactory service performance review(s) and approval by the RDN Board. The Regional District shall not incur any liability, should it choose not to exercise its exclusive option to renew the Contract.

Firm pricing is required for the initial 3 year Contract term. The term of the Contract may be extended or renewed based upon mutual agreement for 1 additional 2 year term subject to satisfactory service performance review(s) and price negotiations.

## 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.

**“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 Proposal 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

In order 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 April 4, 2018.

This meeting will be scheduled at Greater Nanaimo Pollution Control Centre (GNPCC) at 4600 Hammond Bay Road in Nanaimo, BC in the morning starting at 10:00 am. Proponents will then be invited to view facilities at FCPCC at 957 Lee Road in the afternoon starting at 1:00 pm. Depending on interest, 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.

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 2:00 p.m. (14:00 hrs), April 11, 2018 (the “closing date & time”).

Proposals must be delivered by hand or courier delivery. Proponents should submit 4 hard copies, 1 marked “Original” and 3 marked “Copy” and (1) electronic version in MS Word/PDF format submitted in the form of a CD/DVD or flash drive. Should there be any discrepancies between the paper submissions marked “Copy” and the electronic version, the hard copy marked “Original” shall prevail. The Proposal should be enclosed and sealed in an envelope/package clearly marked: “**ELECTRICAL MAINTENANCE & REPAIR SERVICES RFP**” and delivered and addressed to the 2nd floor – Main Reception, 6300 Hammond Bay Road, Nanaimo, BC V9T 6N2, Attention: Regional and Community Utilities.

Proposals received by facsimile will not be accepted. 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 2:00 p.m. (14:00 hr) Pacific Time on April 11, 2018 the "closing date and time").	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proposal must be submitted in English.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proposal must not be submitted by facsimile.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>Appendix A: Proposal Submission Form</b> 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 <input type="checkbox"/>	NO <input type="checkbox"/>
<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 <input type="checkbox"/>	NO <input type="checkbox"/>

### 3.5 Inquiries and Clarifications

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

Ian Lundman  
 Operations Superintendent  
 Wastewater Services  
 Regional District of Nanaimo  
[ilundman@rdn.bc.ca](mailto:ilundman@rdn.bc.ca)

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.

Questions are to be submitted in writing before end of business day on April 6, 2018. The Regional District reserves the right not to answer questions received after April 6, 2018.

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, with the exception of 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 initial 3 year Contract 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 is 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 any and 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 or not 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. Proposals are subject to approval by the Board of the Regional District as 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; or

### **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 (Ian Lundman / [ilundman@rdn.bc.ca](mailto:ilundman@rdn.bc.ca))

### **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 Irrevocability of Proposals**

All Proposals are irrevocable for sixty (60) calendar days after the RFP closing date and time.

### **3.18 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.

### **3.19 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.

### 3.20 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.

### 3.21 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.

### 3.22 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

- i. 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 or not 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 highest ranking Proponent.
- 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.

<b>Desirable Criteria</b>	<b>Point Value</b>
<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> .	30
<b>Part C: Technical Information</b> For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to <b>Schedule B [Part C]</b> .	30
<b>Part D: Value Added</b> For this evaluation criterion the Evaluation Team will give particular reference to the Proponent's responses in <b>Schedule B [Part D]</b> .	5
<b>TOTAL</b>	<b>100</b>

### 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 the first Preferred Proponent including, but not limited to, matters such as:

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

It is not the intent of the Regional District to allow for new or significantly altered Proposals. The Regional District reserves the right to terminate negotiations with the Preferred Proponent if a Contract cannot be negotiated within a reasonable time and negotiate a Contract agreement with the next highest ranked Proponent, and so on until a contract is reached.

## SCHEDULE A: REQUIREMENTS

### 1.0 Scope of Work

The Contractor 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 Instrumentation Technician, Chief Operators, 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 Instrumentation Technician and/or Chief Operator and only if accepted by the Instrumentation Technician and/or Chief Operator will the Contractor proceed. 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 HVAC systems, generators, UPS's or equipment;
- Data and telephone cabling (AMP Data Certified Cat5e and Cat6);
- Conduit systems for communication and other electronic systems;
- Pumps, motors, MCC panels, electrical breakers;
- Low voltage wiring for DDC;
- Air controls;
- Generator systems;
- Pump Controls;
- SCADA System;
- VFD Drives;
- Soft Starts;
- Fire Alarm Systems: Class A, B and addressable;
- Heat trace systems;
- Sewer Pumps;
- Security alarm systems, as required; and
- Install and commissioning new wiring for upgrades and improvements, as required.
- Liaison with Engineering Consultants re: Boiler Controls, Cogen System, Centrifuge Controls.

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.

Contractor shall ensure that all repairs and/or replacement materials shall take into account the Regional District's sustainability program, and the Environmental Management System certified to the ISO14001:2015 standard.

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)**. Individual projects or additional work between \$5,000 and \$20,000 will require a quotation (preferably in electronic PDF format) and the quotation will be reviewed by the Instrumentation Technician and/or Chief Operator and only if accepted by the Instrumentation Technician and/or Chief Operator will the Contractor proceed. Individual projects in excess of \$20,000 will be tendered separately.

### 2.2 Rates

Labour Rates will be in effect as of the contract start date, and remain constant for the initial 3 year Contract term and expire May 31, 2021 unless terminated, cancelled or extended.



The Contract may be renewed for one (1) two (2) year term based on mutual agreement of price and satisfactory service performance review by the Instrumentation Technician and/or Chief Operators(s). All other terms and conditions of the Contract will remain the same on extension.

### 2.3 Markups

2.3 Proponents are also asked to submit their markup amount on 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 by each material item listed
  - h. Show mark-up
  - i. Description of Work performed;
  - j. GST & PST; and
  - k. Any other information.
- l. 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, except if the work requires, an Electrical Apprentice can work in Regional District Facilities under direct supervision of a Journeyman Electrical Tradesperson and 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 and if required apprentices, at the rate quoted on **Schedule B (Part B)**.
- c. All actions performed by qualified electrician's service technicians must be properly recorded and all new installations must be accompanied by appropriate permits, drawings, engineering reports, maintenance manuals and training at completion must be provided to the Instrumentation Technician and/or Chief Operators. 9

## **2.7 Worksite Security Procedures**

- a. The Contractor will be required to report to the Instrumentation Technician, Chief Operator, 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 Instrumentation Technician, Chief Operator, or designate. Individuals must use their 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 Instrumentation Technician or Chief Operator immediately if any safety hazard is discovered.

## **2.8 Identification**

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

## **2.9 Service Call Requests**

Service Call Requests will be initiated by the Instrumentation Technician, Chief Operator (s), or designate on an “as needed and when requested” basis for maintenance or repairs 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 or a verbal confirmation by the Instrumentation Technician, Chief Operator(s), or designate. All verbal confirmations shall be followed up with a written quotation. The quoted repair Work shall not proceed until approval has been provided by the Instrumentation Technician, Chief Operator, 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 Additional Work/Individual Projects**

Additional work and/or individual projects under \$5,000 at various Regional District of Nanaimo Wastewater Facilities will be provided by the Contractor on the sole discretion of the Instrumentation Technician, Chief Operator(s), and/or designate.

The Contractor will provide a written quotation for the additional work/individual projects to the Instrumentation Technician Chief Operator, or designate for electrical work between \$5,000 and \$20,000. Individual projects in excess of \$20,000 will be tendered separately.

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.

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 Instrumentation Technician.

The Contractor shall not begin any additional Work or individual projects without first obtaining written approval from the Instrumentation Technician, Chief Operator(s), or designate. The Regional District shall be under no obligation to pay for Work done without prior written 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 Instrumentation Technician, Chief Operator(s), or designate. The Contractor must also update the Electrical Log Book on site prior to finishing work on a daily basis.

### **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 Instrumentation Technician, the Chief Operators, 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 Instrumentation Technician, Chief Operator, 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**

At the end of each day and at the conclusion of Work and before leaving the site, the Contractor shall clean out all rubbish and debris and promptly remove any equipment.

### **2.16 Warranty**

The Contractor will provide the RDN a warranty on parts used and workmanship over agreement as identified in **Schedule C 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>



**1.0 Corporate Profile and Comparable Work Experience (15 points) –continued**

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## 2.0 Relevant Projects and References (10 points)

Proponents shall be competent and capable of performing the Work requested.

Contracts indicated below should be related to operations similar in size, scope and complexity.

Preferences will be made for “on-call Electrical Maintenance and Repair Contracts of a similar nature. The Regional District will not award a contract to any Proponent whose references are unsatisfactory, in the sole opinion of the Regional District.

### RELEVANT PROJECT REFERENCE 1

Project	
Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

### RELEVANT PROJECT REFERENCE 2

Project	
Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

**RELEVANT PROJECT REFERENCE 3**

Project and Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

**RELEVANT PROJECT REFERENCE 4**

Project and Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

### 3.0 Personnel (10 points)

Provide list of personnel currently employed with the company and will be assigned to this Contract. Electrical Ticket Verification of personnel listed will be required prior to contract award. Identify experience, electrical licenses, certifications, and qualifications of each personnel (preference will be given to experience in wastewater or process industries and maintenance)

1. Name

Qualifications

Work Experience

2. Name

Qualifications

Work Experience



3. Name

Qualifications

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Work Experience

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4. Name

Qualifications

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Work Experience

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5. Name

Qualifications

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Work Experience

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6. Name

Qualifications

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Work Experience

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7. Name

Qualifications

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Work Experience

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## Part B – Financial Considerations (30 points)

### 1.0 Labour Rates (15 points)

The labour rates shall be in Canadian Funds 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 requirements necessary for the commencement, performance and completion of the Work. The GST and PST should not be included in any prices and should be shown separately on the invoicing.

Materials will be itemized and charged separately. When calculating labor charges on invoices, partial hours will be billed to the nearest ¼ hour.

All Work performed is to be in accordance with all governing regulatory authorities within the Regional District of Nanaimo, including, but not limited to, the BC Building Code, Technical Safety BC, and WorkSafe BC.

Electrical Journeyman ( <i>90% of hours where applicable</i> )	Price per Hour (exclude GST or PST)
Regular Time: 8:00 am to 4:30 pm Monday to Friday	
Overtime	
Sat/Sun/Statutory Holidays	
Minimum Call Out Hours	

Electrical Apprentice ( <i>10% of hours where applicable</i> )	Price per Hour (exclude GST or PST)
Regular Time: 8:00 am to 4:30 pm Monday to Friday	
Overtime	
Sat/Sun/Statutory Holidays	
Minimum Call Out Hours	

**2.0 Mark-up: Materials / Rental equipment / Sub-contractor (7.5 points)**

Mark-up rate on:

Materials = \_\_\_\_\_%

Rental Equipment = \_\_\_\_\_%

Sub-Contractor Costs = \_\_\_\_\_%

**2.1 Owned Equipment**

If your firm owns equipment, identify below how equipment would be charged for.

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**3.0 Travel Time (3.75 points)**

Please indicate Yes/No if travel time is charged. If yes, state how travel time is calculated.

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**3.1 Charge for Vehicle**

\$\_\_\_\_\_ /hr or \_\_\_\_\_ Trip

**4.0 Crew Size (3.75 points)**

State the number of workers used in a normal crew for service calls/work requests:

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## Part C –Technical Information (30 points)

### 1.0 Response Time (5 points)

In addition to regular service, emergency repairs may be required. Provide the maximum response time in these instances in terms to arrive at the specific RDN facility to conduct emergency repairs:

**1.1 Regular Service Response Time** (Monday to Friday 8:00 am to 4:30 pm): Confirm Response in Hours from Service Call Request to arrive on-site both at Greater Nanaimo Pollution Control Centre and French Creek Pollution Control Centre.

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**1.2 Emergency Service Response Time** during regular hours (Monday to Friday 8:00 am to 4:30 pm) and outside regular hours. Confirm response time in hours from Service Call Request to arrive on-site both at Greater Nanaimo Pollution Control Centre and French Creek Pollution Control Centre.

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**2.0 Contact Phone Numbers (provide for information)**

Proponents shall provide one or more telephone numbers for contacting a company representative at, regular hours, after daytime working hours and for emergency repair services:

**2.1 During Regular Hours**

(8:00 am to 4:30 pm Monday to Friday) – Please provide Contact Names and Phone Numbers

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**2.2 Outside Regular Hours**

Please provide Contact Names and Phone Numbers

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**3.0 Equipment and Vehicles (provide for information)**

Equipment used at the Regional District Facility must be clearly identified. Please list Proponent’s vehicles and equipment which is owned or leased and would be used in providing the Work. Demonstration of the equipment offered may be required and must comply in all respects with the standards, requirements and governing regulations of the *BC Motor Vehicle Act*.

Equipment Type	Make	Model



**4.0 Experience with Process Industry Control and SCADA systems (5 points)**

Please describe the experience of your workers with control systems and SCADA equipment. Describe the type of hardware and specific experience. Identify your staff members with this experience.

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**5.0 Warranty – Parts / Workmanship (10 points)**

Present your firm’s warranty on parts used and workmanship that will be provided to the RDN over this agreement. Discuss how your firm will handle warranty requests.

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**6.0 Occupational Health and Safety Program (5 points)**

Provide examples of how your firm has met the requirements of the safety program of clients and the *BC Occupational Health and Safety Regulation*.

In particular, provide examples of the experience of your workers with meeting confined space, WHMIS, fall arrest, lockout, and electrical safety requirements.

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**7.0 Quality Assurance Program (5 points)**

Provide information on the methods and procedures your company has in place to ensure that customer concerns are acknowledged, addressed and resolved in a timely manner and to the customer’s satisfaction.

Provide information on your quality assurance process to ensure work completed work meets quality standards.

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**Part D – Value Added (5 points)**

**Value Added:** Please provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the Regional District.

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## APPENDIX A: PROPOSAL SUBMISSION FORM

**Appendix A must be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this Request for Proposal.**

We hereby submit our Proposal for the Electrical Maintenance & Repair Services and undertake to carry out the Work/Services in strict accordance with all referenced Terms & Conditions, Regulations and Building Codes, applicable to this RFP.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this Proposal and to any Contract resulting from this Proposal.

Company Name	
Street Address	
City, Province & Postal Code	
Telephone Number	
Fax Number	
E-mail	
GST Registration Number	
Work safe Account Number	
Name and Title (please print)	
Signature	
Date	

## APPENDIX B: FACILITY LOCATION LIST

<b>Wastewater Treatment Plants</b>		
<b>Facility Name</b>	<b>Address</b>	<b>Service Area</b>
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
<b>Pump Stations</b>		
<b>Pump Station Name</b>	<b>Address</b>	<b>Service Area</b>
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 2:00 PM (14:00 hours) April 11, 2018**

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

Ian Lundman  
Operations Superintendent  
Regional District of Nanaimo  
Office: (250) 758-1157  
[ilundman@rdn.bc.ca](mailto:ilundman@rdn.bc.ca)

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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



## **APPENDIX D: ELECTRICAL SERVICES AGREEMENT**

**REGIONAL DISTRICT OF NANAIMO  
ELECTRICAL SERVICES AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2018.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

(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.

**"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 **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 March 2018

**"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 Instrumentation Technician will have the conduct of the Contract.

## **4. Term of Contract**

The term of a Contract shall commence on or about June 1, 2018 and expires May 31, 2021 unless terminated, cancelled or extended. Firm pricing is for the initial Contract Term.

The term of the Contract may be extended or renewed upon mutual agreement for one (1) additional two (2) year term subject to satisfactory service performance reviews and price negotiations. Any request for a price adjustment, must be submitted to the Regional District in writing with a minimum of (90) calendar days prior to the commencement of the optional year(s). The Regional District will then review the submission and will at its sole discretion either accept, negotiate, or reject and re-bid the requirements. The Regional District shall not incur any liability, should mutual agreement not be reached to renew the Contract.

## **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.

## **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 effect 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 in particular 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.

#### **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 Instrumentation Technician, Chief Operator (s), or designate. If the Work is not approved, the Instrumentation Technician, Chief Operator(s), 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. 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.

## **19. Personnel and Sub-Contractors**

The Contractor must obtain approval from the Regional District prior to using sub-contractors to perform the Work.

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.

## **20. Termination of Contract**

The Regional District reserves the right, at its sole discretion, to terminate the Contract, in whole or in part, if the Contractor receives three (3) written letters in a 12 month period 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 (CGL or Auto); or
- Expired business license; or
- 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.

## **21. Cancellation**

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

## **22. 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 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.

## **23. 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.

- 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.
- 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.
- Litigation:** If within (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **24. Payments – Invoicing**

- All invoices will detail separate labour and material charges. Original material costs are to be shown such that Mark-up Rates can be monitored (i.e. copy of suppliers price invoice). Each invoice will indicate the

Purchase Order Number as provided by the Regional District, and a copy of the worksheet/filed report shall be detached.

- b. When calculating the labour charge on invoices, partial hours will be billed to the nearest ¼ hour.
- c. The Contractor shall be paid NET (30) days from receipt of invoice and acceptance of goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the Regional District.
- d. Invoices shall show all applicable taxes separately.

## **25. Notices**

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

**AND** To the Contractor if send by registered mail addressed to the Contractor, fax or email at the addresses, fax number or email address in this contract.

## **25. Time is of the Essence**

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

## **26. 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:

Per: \_\_\_\_\_  
Name: William Veenhof  
Title: Board Chair

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

Per: \_\_\_\_\_  
Name: Jacquie Hill  
Title: Corporate Officer

**CONTRACTOR**  
by its authorized signatories:

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**

**SCOPE OF WORK**

The Contractor shall provide the Services as outlined below:

Scope:

**Schedule A – Requirements** of On-call Electrical Maintenance and Repair Services RFP

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**SCHEDULE "B"**

**FEES & EXPENSES AND WARRANTY**

**Schedule B - Part B and C** of On-call Electrical Maintenance and Repair Services RFP

**SCHEDULE "C"**

**Facility Location List**