



Request for Proposals

Waterworks Operations and Maintenance Contract

Cowichan Bay Waterworks District (the District) is seeking proposals from qualified operators to provide services as outlined in this RFP

Issued Date: May 31, 2018

Title of RFP: Waterworks Operations and Maintenance Contract

Send completed response as a PDF file to:

Donna Monteith, District Administrator

Email: cbwater@telus.net

Telephone: 250-748-1687 Fax: 250-748-1627

Closing Date: July 3, 2018

Closing Time: 3:00 p.m. PT

Proposals received after closing time will not be accepted

The District reserves the right to cancel the RFP at any time before or after the closing date and time has passed, in addition, the lowest priced, or any, proposal will not necessarily be chosen.

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1. INFORMATION

This Request for Proposal (RFP) outlines the overall scope of the services being requested, the basic requirements for the proposal document, and the basic evaluation criteria to be used for selecting a candidate. This RFP is for Cowichan Bay Waterworks District *Waterworks Operations and Maintenance Contract*.

1.1 Background Overview

Cowichan Bay Waterworks District (the District) is a single-service waterworks improvement district located in Cowichan Bay, British Columbia. Although the District's customer base is primarily residential, it also includes the village along the harbour with commercial businesses, marinas, restaurants and hotels. As well there is a mall, one elementary school, and services to Cowichan First Nations. The District has approximately 720 metered connections and over 1000 ratepayers, serving an estimated 2500 people.

The Cowichan Bay Waterworks District water system provides potable water to the community through a series of pipes ranging in diameter from 50 mm to 250 mm. The network has been constructed over the past five decades and consists of approximately 20 km of Asbestos Cement (AC), Galvanized Iron (GI) and Polyvinyl Chloride (PVC) water mains. There are two pressure zones, four supply wells and three storage reservoirs.

The District is a Class II Water Distribution System as prescribed by the Environmental Operators Certification Program.

1.2 Purpose

Cowichan Bay Waterworks District is seeking proposals from qualified contractors to provide services to operate, repair and maintain its waterworks system.

2. SCOPE OF WORK

1. Maintain, repair, install and service all aspects of the waterworks system including storage facilities, wells, pumps, hydrants, valves, lines and treatment plants.
2. Ensure an appropriate qualified employee(s) or sub-contractor for the performance of the duties of the Contractor for twenty four (24) hours per day, seven (7) days per week if required by CBWD. In the event that the contractor's employee is not personally available to perform the duties of the Contractor, the Contractor shall ensure that there is a suitable replacement as approved by the Board. The CBWD is currently a Level II facility.
3. Ensure that the interests of the CBWD are a first priority for the Contractor. In particular the emergency requirements of the CBWD are given priority to non-emergency requirements of other customers of the Contractor.

4. Respond promptly and immediately to any emergencies or disruptions of the waterworks system.
5. Purchase, to a maximum single expenditure of \$1,000.00, on account of the CBWD, such supplies and equipment as are necessary to ensure the uninterrupted operation of the waterworks system.
6. Overhead expenses are considered to be a cost of doing business and should be included in the hourly fee. The Contractor must supply all necessary vehicles, fuel, tools and equipment necessary to perform all of the services required, with the exception of excavation equipment, cutters, compactors, and similar equipment required for major undertakings including road crossings. These items will be charged out on a daily rental rate, or if appropriate billed to the District directly.
7. Advise and consult on major capital projects and to supervise such projects after receiving direction from the CBWD.
8. Attend monthly meetings of the Board of Trustees of the CBWD and provide a monthly written report on the services provided, relevant operation and cost issues, and recommendations to the District Administrator prior to the meeting.
9. Provide an outline of the significant material requirements, or capital expenditures over a twelve (12) month period to allow the District to properly budget and set priorities to ensure the efficient operation of the waterworks system.
10. The contractor and/or the employee(s) of the contractor are to maintain a Level II Operator's Certificate pursuant to the Drinking Water Protection Regulation and the Environmental Operators Certification Program. Operators will participate in all training programs necessary to maintain this certificate at their own expense.
11. In the event that the CBWD system is reclassified as a Level III system, the Contractor will provide appropriate personnel with a Level III Operator's Certificate to perform the duties of the Contractor. The person provided by the Contractor with the Level III Operator's Certificate must be approved by the CBWD prior to performing any work.
12. Register with the Workers Compensation Board of British Columbia and ensure that all remittances due to the Workers Compensation Board are in good standing.
13. Not disclose any information regarding the waterworks system to any person other than government representatives to whom the CBWD has an obligation to provide such information, without the consent of the CBWD.

14. With the written consent of CBWD retain such subcontractors as the Contractor deems appropriate to ensure the performance of the obligations of the Contractor under this Agreement.

15. Provide on a bi-weekly basis an invoice for services, together with copies of any receipts for expenses incurred for supplies or subcontractors relating to the performance of the duties under this Agreement.

16. Maintain and provide proof of comprehensive general liability insurance for a minimum of \$5,000,000.00 naming CBWD as an additional insured.

17. Maintain appropriate automobile liability insurance with a minimum coverage of \$2,000,000.00.

18. Complete an audit of the waterworks system and develop a comprehensive maintenance program. The report must include what items need maintenance and at what intervals. This will be done in conjunction with the District's asset management plan.

19. Compile a maintenance record of all major components of the waterworks system and provide a written annual report for the Annual General Meeting.

20. Liaise with all providers of ancillary services to the waterworks system including BC Hydro, Fortis, Telus, CVRD, Ministry of Transportation, Cowichan Bay Fire Improvement District and the consultants and engineers retained by CBWD when required.

21. Be available on a 24-hour basis to perform the services contemplated under this Agreement.

22. Maintain an inventory of necessary spare parts to properly maintain and operate the waterworks system and in particular, to provide the CBWD with a catalogue of recommended inventory. Such inventory is to be located at the office of the CBWD.

23. Co-ordinate all necessary cleaning for reservoirs and storage facilities. Provide daily chlorine residuals, record the same in the pump house log and adjust the water blending as required by the measuring sources.

24. Record and inspect all wells, pumps and chlorinators and to maintain log books to confirm all inspections.

25. Complies with the Occupational Health and Safety Regulation (OHS) and Part 3 of the Workers Compensation Act. Ensure that all personnel and contractors comply with safety procedures such as MSDS, WHMIS, and VESSEL ENTRY AND LOCKOUT.

26. Ensure that all personnel are familiar with the emergency response plan.
27. Ensure that all personnel are appropriately certified for the work undertaken.
28. Provide hydrant flushing and servicing as necessary and to record such activity.
29. Modify system “as built” drawings as required.
30. Act as CBWD’s representative on all onsite inspections as assigned.
31. Perform such other duties as reasonably within the scope of this Agreement as are assigned from time to time by the CBWD.
32. Ensure the waterworks system and CBWD are in compliance with all laws and regulations, particularly the regulations under the Drinking Water Protection Act that pertains to the operation of the waterworks system.

Notes on the Scope of Work:

This work will require personal interaction with the District’s Board of Trustees, District Administrator and other staff. The contractor reports directly to the District Administrator.

It is expected that while some face-to-face meetings are required, most of the work can be done from the consultant’s place of business and via phone and email.

3. KEY DATES

Listed below are the important events and the target dates and times by which the events are expected to be completed:

Issue of Request for Proposal May 31, 2018

Respondent’s Inquiries and tour up to 4:00 pm PT June 20, 2018

Due Date for Submission of Proposals up to 3:00 pm PT July 3, 2018

Contractor interviews Week of July 8, 2018 contractor interviews (exact date TBD)

Acceptance of Successful Proposal and contract agreement by 4:00 pm PT _July 16, 2018__

Closing Date and Time

Proposals, signed by the Contractor’s authorized representative, must be received by the District Office, not later than 3:00 pm (15:00 Hours) Pacific Time on _July 3, 2018_____.

The District will not accept submissions of any Proposals after the closing date and time. Any submissions received after the closing date and time shall be considered disqualified and will be returned unopened to the Respondent who submitted the RFP. Under no circumstances, regardless of weather conditions, transportation delays, technological problems or any other circumstances, will late submissions be accepted.

4. SUBMISSION DETAILS

The District suggests using the following format in submitting a proposal. Some forms have been attached to the RFP to assist in this process.

1. Proposed work plan
2. Fees for service and proposed payment schedule.
3. Description of Respondent's organization:
 - a. Respondent Organization/Profile/Technical Skills/Experience.
 - b. Proposed Contract Administrator/Company Contact.
 - c. Associates, Employees, and proposed subcontractors, if any, including assigned personnel and their work tasks, their resumes detailing relevant work experience, and a statement of availability within the proposed work schedule.
4. References:
 - a. A list of three (3) current or past clients, to whom the Respondent has supplied similar services as listed in this RFP.
5. Additional Information
6. Any other information considered important by Respondents for the evaluation of their proposal.

4.1. No Collusion

Respondents must not communicate, directly or indirectly, with any other Respondents (including through any employees, agents or contractors) regarding the preparation, content or submission of separate individual proposals. Each proposal must be submitted without any collusion, or knowledge, in the preparation of or about any other proposal. Submission of a proposal to the District is deemed to be a representation and warranty by the Respondent submitting that proposal that it has complied with this paragraph. If the District determines that a Respondent has violated this paragraph, the District may disqualify that Respondent and reject its proposal as being invalid.

4.2. Proposal Submission

One (1) electronic copy of the Contractor's proposal must be submitted electronically to the District Administrator, Donna Monteith at cbwater@telus.net, or in person at 1760 Pavenham Road, Cowichan Bay, BC on or before the closing date. **Faxed replies will be accepted.**

Amendments must be received in writing prior to the Closing Time to be considered as part of the Respondent's proposal. Contractors may not make modifications to their Proposals after the closing date and time.

5. SELECTION PROCESS

- a) Submissions will initially be reviewed by the District Administrator.
- b) The top two-three (2-3) proposals will be submitted for final selection by interview and review by a selection committee consisting of Board representatives, the District Administrator.
- c) The Board of Trustees will approve the awarding of the contract to the candidate recommended by the selection committee.

Because the District bases any decision to award a contract on the Proposals submitted, Contractors should include all requirements, terms or conditions it may have in their proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

5.1. Basis of Selection

The District will not necessarily accept the lowest price or any Proposal. Any implication that the lowest priced or any Proposal will be accepted is hereby expressly negated.

The District will not be limited as to its criteria for evaluation of Proposals. The District may take into account whatever criteria and considerations it wishes to. These may include but will not be limited to:

- a) The Contractor's capability to provide exceptional service as described in this RFP and the information contained in the proposal as supplied by the Contractor in response to this Request for Proposal.
- b) Any mutually beneficial features or advantages which are unique to the Contractor's Proposal which the District has not listed.
- c) The Contractor's demonstrated relevant experience, qualifications and success in providing the service.
- d) The quality of the Proposal, specifically: Proposals shall be prepared in a straight forward manner, and shall describe the Contractor's offering(s) and capabilities in a format that is reasonably consistent, comprehensible, and appropriate to the purpose.

- e) The Contractor's references.
- f) The Contractor's price.

5.2. Confidentiality

The Contractor acknowledges that the District is a public body subject to the *Freedom of Information and Protection of Privacy Act (the Act)*. The Contractor shall review *the Act* and determine the categories of records which are accepted from disclosure under *the Act*. The Contractor shall clearly mark "Confidential" all information regarding the items and conditions, financial and/or technical aspects of the Contractor's Proposal, which in the Contractor's opinion are of a proprietary or confidential nature at the relevant item or page.

If the District receives a request for information under *the Act* which includes information provided by the Contractor, the District will give the Contractor notice of such request and the Contractor will respond to such notice within 20 days or less. If the Contractor does not respond to the notice from the District, the District will proceed to process the request for information. The District shall use all reasonable efforts to hold all information marked "Confidential" by the Contractor in strict confidence but shall not be liable for any inadvertent disclosure.

If the District's response to a request under *the Act* is appealed to the Office of the Information and Privacy Commissioner, the Contractor shall have the burden of proof per *Section 57 (3) of the Act*. The Contractor shall be responsible for all costs related to its confidentiality requirements.

If the District declares and marks certain information about the District to be received by the Contractor as "Confidential", the Contractor must not disclose such "Confidential" information to any third parties unless authorized to do so in writing by the District.

The Contractor and The District agree that the reciprocal obligations of confidentiality will survive the termination of any contract that might arise between the parties.

5.3. Notices

All notices provided hereunder shall be given in writing and delivered in person, by email, by facsimile, or by registered or certified mail, return receipt requested addressed as follows:

If to the District:

Cowichan Bay Waterworks District
Attention: Donna Monteith, District Administrator
1760 Pavenham Road
Cowichan Bay, BC V0R 1N1

Email: cbwater@telus.net

Fax No. (250) 748-1627

The person signing the Contractor's Proposal in response to the District's Request for Proposal, at the Contractor's address indicated in such Proposal; or to such other person or address as either may designate for itself in writing and provide to the other. Notice shall be deemed given when delivered the third business day following the day such notice is deposited in the mail, or upon facsimile transmission. In the event of any interruption in the ordinary postal service, any such notice shall be delivered or sent by facsimile transmission and not mailed.

5.4. Indemnity

The Contractor shall indemnify, hold harmless and defend the District for all damage suffered by it due to the negligent actions or wrongful acts of the Contractor, its employees, servants or agents. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, its employees, servants and agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence of the Contractor, his employees, servants, or agents.

5.5. Insurance

The Contractor warrants and represents that it has the following insurance coverage:

a) General Liability Insurance

General Liability Insurance with a limit of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The Cowichan Bay Waterworks District shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this contract.

b) Automobile Liability Insurance

Automobile Liability Insurance for a limit of not less than \$2,000,000.00 for all owned, leased or rented licensed vehicles used in the performance of the contract.

5.6. Work Safe BC

The Contractor with whom the District wishes to contract warrants and represents that it shall comply with the Occupational Health and Safety Regulation (OHS) and Part 3 of the Workers' Compensation Act.

5.7. Governing Law

Any contract resulting from this request for proposal shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

5.8. Assignment

Any agreement(s) made as a result of this Request for Proposal may not be assigned or transferred by either party to such agreement without the prior written approval of the District.

6. PREFERRED CONTRACTUAL PROVISIONS

The following terms and conditions are desirable. Contractors may propose alternate language, but are requested to limit their changes to those of a substantive nature. Except to the extent that changes are made in the Contractor's Proposal, these provisions shall be deemed to be incorporated in the Contractor's Proposal.

6.1. Commitments, Warranties and Representations

Any commitment made by a Contractor pursuant to its Proposal shall be binding upon the Contractor. For the purposes of its Proposal, a commitment by a Contractor includes:

Prices and options committed to remain in force over specified periods of time;

6.2. Price Protection

The District will not pay any additional costs above those costs listed in a Contractor's Proposal.

6.3. Termination and Cancellation

The District shall have the unilateral right to terminate any contract formed between the parties in the event that any one or more of the following events;

- a) the Contractor shall fail to deliver the services required by the agreement, or
- b) the Contractor shall repeatedly fail to respond to requests for services within the time limits set forth in the agreement, or
- c) the Contractor shall breach any of the other terms set forth within the agreement, or
- d) upon 30 days written notice by the District.

APPENDIX A

CONTACT INFORMATION

Name of Respondent:	
Company of Respondent:	
Address:	
Telephone:	
Facsimile:	
Email:	
# of Staff:	
General Contact Person:	
Phone:	
Email:	
Emergency Contact Person:	
Phone:	
Email:	

KNOWLEDGE AND EXPERIENCE WITH MUNICIPAL WATER SYSTEMS AND SERVICE REPAIRS

Dates: _____

Name of System: _____

Responsibility: _____

References: _____

Dates: _____

Name of System: _____

Responsibility: _____

References: _____

Dates: _____

Name of System: _____

Responsibility: _____

References: _____

HOURLY RATES

Personnel

TRADE	DESCRIPTION	RATE \$/HR (scheduled)	RATE \$/HR (emergency)

RESPONSE TIME

Please indicate emergency response time and typical scheduled availability below.

Emergency Response Time: _____

Typical Schedule Availability: _____

