

## Number: 2437022 for Well Improvements at Chaster Well Issue Date: August 29, 2024

## **Closing Date of**

## October 4, 2024 at 3:00 PM local time

**OPTIONAL SITE MEETING:** A site meeting will be held on September 17, 2024 at 2 pm local time at enter 252 Knight Road, Gibsons, BC. Proponents need to RSVP by September 16, 2024 to <u>purchasing@scrd.ca</u> if no RSVPs are received the site meeting may be cancelled.

**CONTACT**: All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be submitted by September 19, 2024 and directed, in writing, to <u>purchasing@scrd.ca</u>, who will respond if time permits with a Q&A on BCBid by September 26, 2024. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted using one of the submission methods below and must either **(1)** include a copy of this cover page that is signed by an authorized representative of the Proponent or **(2)** be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at <u>https://www.bcbid.gov.bc.ca/</u>). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

Hard Copy Submission: Proponents must submit ONE (1) hard-copies and ONE (1) electronic copy on a USB Drive of the proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

#### Sunshine Coast Regional District 1975 Field Road Sechelt, BC V7Z 0A8

Regardless of submission method, proposals must be received before Closing Time to be considered.

## CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

## PROPONENT NAME (please print):

## NAME OF AUTHORIZED REPRESENTATIVE (please print):\_\_\_\_\_\_

## SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_

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## **1. GENERAL TERMS & CONDITIONS**

#### 1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

"Addenda" means all additional information regarding this RFP, including amendments to the RFP; "BC Bid" means the BC Bid website located at https://www.bcbid.gov.bc.ca/;

"**Closing Location**" includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

"**Closing Time**" means the closing time and date for this RFP as set out on the cover page of this RFP;

"**Contract**" means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

"**Contractor**" means the successful Proponent to the RFP who enters into a Contract with the Regional District;

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

"**Proponent**" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

"**Proposal**" means a written response to the RFP that is submitted by a Proponent;

"**Request for Proposals**" or "**RFP**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

"**Should**", "**may**" or "**weighted**" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

**"SCRD"**, **"Regional District"**, **"Organization"**, **"we"**, **"us"**, and**"our"** mean Sunshine Coast Regional District.

#### 1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

#### 1.3 SUBMISSION OF PROPOSAL

a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

- b) For electronic submissions (BC Bid or email), the following applies:
  - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
  - (ii) The Regional District limits the maximum size of any single email message to 20MB or less.
  - (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
  - (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
  - (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software Adobe (e.g. Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.
- For BC Bid e-submissions only pre-authorized ebidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration

process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.
- q) While the Regional District may allow for email submissions, proposal the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
  - (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
  - (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

#### 1.4 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

#### 1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division Sunshine Coast Regional District 1975 Field Road, Sechelt, BC V7Z 0A8

#### purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

### 1.6 WITHDRAWAL OR REVISIONS

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

### 1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to <u>purchasing@scrd.ca</u>. No other verbal or written instruction or information shall be relied upon

by the Bidder, nor will they be binding upon the Regional District.

#### 1.8 CONFLICT OF INTEREST/NO LOBBYING

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disgualification of the Proponent.

#### 1.9 CONTRACT

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in <u>www.scrd.ca/bid</u> and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

#### 1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not only on the total cost of services, but Proposals that addresses the environment and social factors.

#### 1.11 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later.

Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

#### 1.12 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

#### 1.13 IRREVOCABLE OFFER

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

#### 1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

#### 1.15 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

#### 1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to <u>http://www.cio.gov.bc.ca/cio/priv\_leg/index.page</u>.

#### 1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

#### 1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

#### 1.19 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

#### 1.20 EVALUATIONS

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and retender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

#### 1.21 ACCEPTANCE OF TERMS

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and

conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

#### 1.22 MANDATORY REQUIREMENTS

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

### 1.23 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits set out in CCDC 41 summarized below:

- (a) General liability insurance shall be with limits of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$10,000,000 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000.
- (b) Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased by the Contractor.
- (c) "Broad form" property insurance shall have limits of not less than the sum of 1.1 times Contract Price and the full value, as stated in the Contract, of Products and design services that are specified to be provided by the Owner for incorporation into the Work, with a deductible not exceeding \$10,000.
- (d) Boiler and machinery insurance shall have limits of not less than the replacement value of the permanent or temporary boilers and pressure vessels, and other insurable objects forming part of the Work.
- (e) Contractors' equipment insurance coverage written on an "all risks" basis covering Construction Equipment used by the Contractor for the performance of the Work, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner
- (f) Contractors' Pollution liability insurance shall have limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property

(g) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the tern of any contract entered into from this process.

#### 1.24 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

#### 1.25 CONFLICT OF INTEREST

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

#### 1.26 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, 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.

#### 1.27 TRADE AGREEMENTS

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

#### 1.28 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

#### 1.29 REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

#### 1.30 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

#### 1.31 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

#### 1.32 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

#### 1.33 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

## 2. INTRODUCTION

## 2.1 Purpose

The Regional District is seeking a qualified contractor to complete improvements at the Chaster Well located at 252 Knight Road, Gibsons, BC.

## 3. SITUATION/OVERVIEW

### 3.1 Background

Chaster Well is part of the Regional District's Regional Water System (RWS). The well is normally in operation during the summer months (May to September) providing potable water to residents within the RWS during times when supply is low from the primary water source, Chapman Creek.

The existing Chaster Well and Pump Station was constructed in 1970. The well consists of a 300mm steel well casing, which contains inside it a 250mm, a 200mm and a150mm well casings. Housed within the 150mm well casing is a 150mm diameter 22.37 kW (30HP) 12 stage vertical submersible pump and motor manufactured by Pentair, model 6T30-225, please see Appendix 5 for further details on the pump data sheet. The discharge pump column is 100mm diameter connected to the 100mm distribution system. The well head is currently located inside a utility valve vault below ground.

The station has a maximum supply capacity of 17L/s.

The current construction of Chaster Well is in non-compliance with the BC Water Sustainability Act (WSA) and recommendations have been made to bring the wellhead into compliance including bringing the wellhead above ground and the installation of a pitless adapter, see further details in Appendix 6, 2017 Well Protection Plan.

## 3.2 Scope

A detailed scope of work can be found in Appendix 1 Specifications and Appendix 2 Drawings

The Work to be completed under this Contract will consist of providing all the labour, equipment, material including completion of civil, mechanical, and electrical improvements for the construction and installation of the following:

- a) Removal and disposal of the utility valve vault, slab, and footings.
- b) Installation to above grade a drinking water well pitless adaptor wellhead and seal assembly.
- c) The upsizing of the discharge piping from 100mm to 200mm Class 52 ductile iron.
- d) The replacement of the two (2) existing distribution gate valves with new 200mm valves.
- e) Furnish and install the required base, precast valve vault, and specified lid as shown on the drawings.

- f) Installation of an electronic interface flow control metering valve assembly with an electronic flow controller complete with a Supervisory Control and Data Acquisition (SCADA) point of connection device.
- g) Installation of a well level data logger with a sounding tube.

## 4. CONTRACT

### 4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the CCDC 2 – 2020, including the Schedules. The Contract terms can be found in Appendix 7

### 4.2 Service Requirements

The Contractor's responsibilities will include the following:

a) Provision of a Performance and Labour and Material Bond within 15 days of receipt of the written notice of award. The Contractor will deliver to the Regional District a performance bond and a labour and material bond, each in the amount of 50% of the contract price, covering the performance of the work including the successful Proponent's obligations during the maintenance period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Regional District; or

A bank draft, in the amount of 20% of the total contract price. The bank draft less 5% of the total contract price will be returned 60 days after the completion of the contract which will be held until the end of the maintenance period: or

A letter of credit, in the amount of 20% of the total contract price, without a termination date. The letter of credit will be returned 60 days after the completion of the contract and after the issuance of a letter of credit for the warrantee period, without a termination date in the amount of 5% of the total contract price which will be held until the end of the maintenance period.

- b) Work closely with the Regional District staff and representatives throughout the term of the contract. Weekly reports with photos are to be submitted by the Contractor to the Regional District.
- c) Provisions of all the deliverables as outlined in above, in Appendix 1 and Appendix 2.
- d) Adhering and meeting all applicable codes, guidelines regulations and all laws as required by the authorities having jurisdiction.
- e) Employing skilled and qualified people to complete the work including subcontractors.
- f) Being aware of and complying with all by-laws or regulations regarding noise for each respective jurisdiction.
- g) Notifying the Regional District when the work has reached substantial performance and shall review all completed work with the Regional District for the purposes of final inspection, deficiencies, and commissioning. Any deficiencies identified the successful Proponent is required to provide the Regional District with a reasonable time period for the correction. The Regional District will provide acknowledgment

of those corrections and time frame. The Regional District will conduct further inspections.

- h) Warrant that the work will be completed in a good and skilful manner and provide a minimum of one (1) year warranty on their work.
  If within warranty period any part of the work is found by the Regional District to be defective or faulty due to imperfect or bad construction or material, the successful
  - Contractor will replace such defective items without expense to the Regional District.
- i) Obtain all permits, licenses, approvals and certificate which are generally required for the performance of the work.
- j) Provision of all temporary facilities and construction site maintenance.
- k) Provision of a Quality Control Program that will be submitted to the Regional District prior to commencing the works.
- I) Provision of as-built drawings, commissioning report, testing and verification reports and operation and maintenance manuals.
- m) Proposing the design and means and methods of installation for the well level data logger with sounding tube.

## 4.3 Additional Work

The Regional District may request the Contractor to perform additional services using qualified professional for:

- a) Well redevelopment services, the work will need to be completed by a qualified professional hydrogeologist and certified well contractor or equivalent.
- b) Removal, disassembly, cleaning, painting, reassembly and reinstallation of the existing submersible pump and motor by a certified water well removal and installation contractor.

## 4.4 Environmental Requirements

The Contractor will be required to meet any and all environmental requirements that are required by law and in Appendix 1. The Contractor will engage qualified professionals to address and mitigate sediment and water controls, and dechlorination requirements prior to the hazards entering any storm drainage system.

The Contractor will be required to submit a site drainage, water, and erosion control plan prior to beginning work onsite. The Contractors plan will include storm water, drainage, silt control, and include a method to dechlorinate treated water before it reaches ditches, storm drainage systems, or habitat. The Contractor will provide an appropriate spill containment plan and spill containment kits/materials.

## 4.5 Related Documents

- Appendix 1 Specifications
- Appendix 2 Drawings
- Appendix 3 Location Map

- Appendix 4 Pump Data Sheet
- Appendix 5 2017 Well Protection Plan
- Appendix 6 VCH Permit
- Appendix 7 CCDC 2 2020
- Appendix 8 Supplemental General Conditions

## 5. **REQUIREMENTS**

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes "Response Guidelines" which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District's expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

### 5.1 Capabilities

### 5.1.1 Qualifications and Team

The Proponent will develop a team has qualified persona to perform the services, the project team will need to include at a minimum team member from the following disciplines:

- a) Civil and Mechanical Construction Contractor,
- b) Electrician licensed through Technical Safety BC,
- c) Qualified Environmental Professional or a Registered Biologist,
- d) Hydrogeologist, and
- e) Qualified well pump and motor rehabilitation specialist.

Proponents need to provide the curriculum vitae for the key members of the project team.

## 5.1.2 Relevant Experience

The Proponent and any subcontractors of the Proponent included in the proposal should have a minimum of five (5) years within the past 10 years providing services of similar scope and complexity.

Similar scope and complexity is defined as:

- a) Completion of wellhead improvement work.
- b) Civil construction work in relation to water related infrastructure.
- c) Preferable the above with Local Government (Municipalities and Regional Districts).

Proponent should provide information on previous projects of similar scope and complexity and provide a list of subcontractors to be utilized and their previous experience on similar projects.

### 5.1.3 References

Proponents need to provide a minimum of three (3) references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

### 5.1.4 Environmental Requirements

Proponents need to provide details on how they will perform the work to meet all environmental requirements which include but is not limited to:

- a) Use of a Qualified Environmental Professional or a Registered Biologist.
- b) Approach and mitigation strategies for sediment and water control.
- c) Dechlorination requirements and procedures.
- d) Summary of the site drainage, water and erosion control, and spill containment plan.

### 5.2 Sustainable Social Procurement

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
  - > promoting a Living Wage
  - Using fair employment practices;
  - > Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
  - Being locally owned;
  - Utilization of local subcontractors;
- c) Environmental Cost of Ownership;
- d) Energy efficient products;
- e) Minimal or environmental friendly use of packing materials; and

f) Reducing hazardous materials (toxics and ozone depleting substances).

## 5.3 Approach

Proponents need to provide an approach that addresses, at minimum, the following:

- 1. Provide a proposal that illustrates an understanding of the Regional District context and project requirements.
- 2. Describe the proposed project management approach, including work planning, managing milestones and deliverables, communication with Regional District staff and a timeline that will keep the project on time and on budget.
- 3. Describe any proposed augmentation to the scope of work, such as additional tasks or processes, that may improve the project outcome. Explain why such tasks or processes are recommended.
- 4. Describe any risks, issues, and assumptions made when explaining the proposed approach and methodology.

## 5.4 Site Safety Plan

Proponents need to provide a site safety plan that outlines how the work will be performed safely. The plan needs to be compliant with Work Safe BC and Technical Safety BC regulations and guidelines and should include details on how they will access the site, ensure the safety of all staff members and any members of the public, details on traffic control measures and any other safety considerations that are required to perform work of this nature.

## 5.5 Project Schedule

Proponent to provide a detailed critical path project schedule identifying all major work tasks and milestones with anticipated completion date. Chaster well needs to be available for use and operational between May 15 and October 15.

## 5.1 Bid Bond

The proposal must be accompanied by a bid security in the form of a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonable satisfactory to the Regional District or a certified cheque or bank draft or letter of credit in a form acceptable to the Owner in the amount equal to 10% of the proposal price.

If the Proponent chooses to use the BC Bid e-submission method the Proponent will need to upload an electronic copy of the Bid Bond, Certified Check, Letter of Credit or Bank Draft with their BC Bid e-submission and the original will need to be received by the Regional District within 5 business days of the closing date. If the Proponent submit an e-bond the bond must be verifiable, containing a digital signature, digital corporate seal and a verification tag or a to check that the bond document has not been altered.

## 5.2 Price

Proponents need to submit a fee proposal in Schedule A "Schedule of Prices" that sets out the separate costs of each item described as well as an all-inclusive cost for all the project.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

Proponents need to provide separate pricing for the additional work, including hourly rates, material costs and a lump sum fixed fee.

## 6. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

## 7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

## 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

## **Mandatory Criteria**

The proposal must be received at the Closing Location before the Closing Time.

The proposal must be in English.

## **Mandatory Criteria**

The proposal must be submitted using one of the submission methods set out on the cover page of the RFP

The proposal must either (1) include a copy of the Confirmation of Proponent's Intent to be Bound that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP

Bid Bond

## 7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

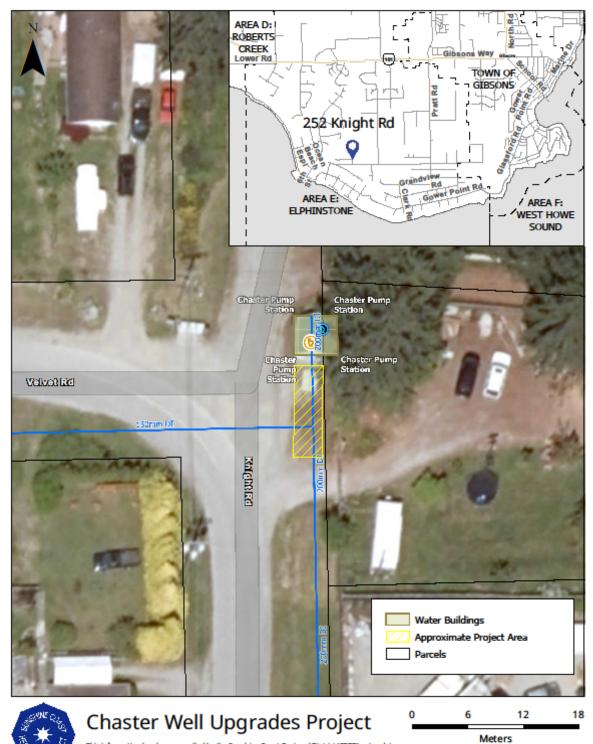
Weighted Criteria	Weight (%)
Capabilities	35
Schedule	5
Approach	20
Site Safety Plan	10
Sustainable Social Procurement	5
Price	25
TOTAL	100

### 7.3 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal\* total points available for price.

# **Appendix 1 Specifications**

# **Appendix 2 Drawings**



## **Appendix 3 Location Map**

This information has been compiled by the Sunshine Coast Regional District (SCRD) using data derived from a number of sources with varying levels of accuracy. The SCRD disclaims all responsibility for the accuracy or completeness of this information.

Date: 2024-07-30

Sunshine Coast Regional District

# Appendix 4 Pump Data Sheet

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BERKELEY Pumps / Pentair Water · 293 Wright Street · Delavan, Wisconsin 53115 phone: (888)782-7483 · fax: (800)426-9446 · www.berkeleypumps.com

Sunshine Coast Regional District

# Appendix 5 2017 Well Protection Plan

# Appendix 6 VCH Permit

# Appendix 7 CCDC 2 Contract

## **Appendix 8 Supplementary General Conditions**

#### **Supplementary General Conditions**

The Canadian Construction Documents Committee, Standard Construction Document CCDC 2 – Stipulated Price Contract, 2020, is hereby modified as follows:

#### **Article A-5 PAYMENT**

Article A-5 Payment is amended by the addition of the following

5.3 Deficiency Holdback

Subject to the provisions of the Contract Documents the Owner may establish a deficiency holdback for Work that is determined by the Owner or Consultant that is deemed to be defective of incomplete. The Owner or Consultant will establish the amount of the Deficiency Holdback as twice the estimated costs to rectify the defective Work and may finish incomplete Work using the services of another contractor or the Owners own forces. No part of the Deficiency Holdback shall become payable until all the defective Work is corrected, and all of the Work is complete. If the defective or incomplete Work is not corrected or completed within 14 calendar days of Notice of Deficiencies issuance by the Owner or the Consultant to the Contractor, then all or a portion of the Deficiency Holdback as determined by the Owner may be retained to be applied against the loss by the Owner to correct or complete the Work.

#### GC 6.5 DELAYS

Section GC6.5 is amended by the addition of the following:

6.5.6 It is agreed by the Parties to the *Contract* that in case all the Work called for under the Contract is not finished by the completion date specified in the *contract* or as amended by the *Owner*, damage will be sustained by the *Owner*, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay. The Parties therefore agree that the *Owner* may deduct from monies owing to the Contractor the sum of \$750 per day, or all direct out-of-pocket costs, such as safety, security, or equipment rental, reasonably incurred by the Owner as a direct result of such delay, for Liquidated Damages for each and every calendar days delay in completing the Work beyond the date of completion prescribed and it is agreed that amount is an estimate of actual damage to the Owner which will accrue during the period in excess of the prescribed date of completion.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, or of the Public Enemy, Act of the Owner, the Owner, or of any Foreign State, Fire, Epidemics, Quarantine Restrictions, Embargoes, or Delays of Sub-Contractors due to such causes. If the Contractor is delayed by reason of alterations or changes made under GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, PART 6, GC 6.1 CHANGES, the time of completion shall be extended as determined by the Owner in his sole discretion.

#### GC 11.1 INSURANCE

Section GC11.1 subsection 11.1.3 is amended by the following:

Delete in its entirety:

"11.1.1.3 Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance:

"Unmanned aerial vehicle aircraft, manned aircraft or watercraft Liability Insurance when owned or nonowned manned or unmanned aircraft or watercraft are used directly or indirectly in the performance of the Work."

#### **END OF SECTION**

## **Schedule A Schedule of Prices**

The Price for the Work is comprised of the following components and overhead and profit are included in each component: Items 1 through 23 and 24 through 40. More information on the requirements can be found on the IFT drawings issued with this document

Payment Item	Description	Approx. Quantit y	Unit	Amount
GENERAL		-		
1	Mobilization, Site Cleanup and Demobilization. Supervision, Meetings, Site Safety/Security(fencing/storage), Schedule and other Submittals.	1	LS	
2	Provide site construction erosion control measures as shown on the plans and provide site sediment erosion control from the discharge point of the pumped water testing and ensure that the discharge water does not undermine and carry any roadway fines so as to undermine roadside ditches. Ensure that treated water leaving site is dechlorinated prior to discharge to the environment.	1	LS	
WELL, WELL P	UMP AND WELL MOTOR WORKS			
Optional Item	s 3 thru 7			
3	Removal of the existing vertical 12 stage submersible pump and motor assembly from the well by a qualified and certified pump installer/servicer.	1	LS	
4	Pump and Motor Service and Rebuild. Including transportation from and back to site, de-stage, disassembly, cleaning, repainting, reassembly, electrical and mechanical testing at qualified pump installer/maintenance facility.	1	LS	
5	Cleaning, disinfection and redevelopment of the well in the presence of a qualified well hydrogeologist utilizing the approved specifications. Hydrologist and pump installer to be provided by the Contractor.	1	LS	
6	Reinstallation of serviced and rebuilt Pump and Motor and 4-hour continuous flow test of motor and pump once installed.	1	LS	

7	Contractor to complete a startup test of the reinstalled pump and motor, complete the camera video well survey and complete a continuous 4-hour step test well yield aquifer testing program.	1	LS	
CONSTRUCTIO				
8	Remove and dispose of the existing valve vaults, back fill of well head with appropriate bentonite, and structure fill materials to seal well head and support new slab. To include all bedding and structural fill for installed pipe and any driveway crossings needed for drain installation.	1	LS	
9	Furnish and install the required precast valve vault and specified lid as shown on the drawings.	1	LS	
10	Complete site civil modifications including concreting, connections and improvements necessary to provide for a complete and functioning above grade pitless adaptor unit, well seal complete with a well head steel top enclosure.	1	LS	
11	Supply place and finish reinforced concrete slab sloped away from pitless adapter, over appropriately compacted fill.	1	LS	
12	Installation of protective well head bollards compliant with details as shown in the plans. All roadside bollards to be removeable.	4	Ea	
ELECTRICAL, N	/IECHANICAL AND CONTROLS			
13	Electrical and mechanical connections for reinstallation of rebuilt pump and motor, the valve vault submersible pump assembly, and the flow control valve.	1	LS	
14	Complete all related mechanical, electrical and SCADA for the new pitless adapter unit and the flow control unit.	1	LS	
15	Perform and complete the necessary electrical and mechanical modifications to the existing electrical mechanical operating system to ensure the system improvements are integrated and provide for the uninterrupted function of the Chaster well station for a complete operable system.	1	LS	
16	Install a well level data logger with a sounding tube for well level monitoring, Contractor to propose the design and means and methods of installation. Provided in the plans is a schematic for reference.	1	LS	

17	Furnish, install, and calibrate the electronic interface combination flow control valve and metering valve installation.	1	LS	
UTILITY WOR	KS			
18	Furnish, assemble and install a new pitless adaptor unit.	1	LS	
19	Supply and installation of new 200 mm ductile mains, and all adapters, fittings and valves as necessary to connect new pitless adapter from wellhead to the existing mains as shown on drawings.	1	LS	
20	Furnish, install and start up testing of new discharge hydraulic pilot flow control and metering valve, the electronic valve controller and all other pump discharge piping modifications for a complete and operational piping system. Include cleaning, sanding and preparation of all piping, and application of new industrial epoxy painting system.	1	LS	
21	Installation of a one third horsepower submersible pump and motor and a 25mm drain line inside the valve vault to discharge to atmosphere. Contractor to provide 115 Volt alternating current power and watertight receptacle to power the pump and motor.	1	LS	
22	Installation of a new valve vault with steel lids complete with a locking lid assembly.	1	LS	
COMMISSION	VING			
22	Testing and commissioning of system with SCRD staff present.	1	LS	
23	Contractor to provide Operation & Maintenance Manuals for the upgrades.	1	LS	
		Su	ıbtotal	
		G	iST 5%	
			Total	

Addit	Additional Work						
24	Well redevelopment services	1	LS				
25	Removal, disassembly, cleaning, painting, reassembly, pump testing, and reinstallation of the existing submersible pump and motor	1	LS				
		S	ubtotal				
			GST 5%				
			Total				

Hourl	Hourly Rates					
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36						
37						
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Mater	Material Markup					
40	Cost plus % markup					