



REQUEST FOR PROPOSAL No. 2040

On-Call Plumbing Services

DATE ISSUED: June 29, 2018

Closing Location:

Purchasing Department
2020 Labieux Road
Nanaimo, BC
V9T 6J9

MANDATORY PRE-PROPOSAL MEETING:

July 11, 2018, 11:00am, Pacific Time
Please refer to Section 2.4 for more
information

CLOSING DATE AND TIME:

Proposals must be received prior to:
July 23, 2018; 3:00 pm (15:00 hrs) Pacific Time

INQUIRIES:

Jennifer Gal, B.B.A, Buyer
purchasinginfo@nanaimo.ca

Late Submissions will not be considered

And

Submissions will not be opened publicly

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Section 1.0 Overview

1.1 Project Overview

The City of Nanaimo requests proposals from qualified experienced firms for On-Call Plumbing Maintenance and Repair Services as described in Section 5.0 Scope of Services and Requirements.

The Scope of Work includes the provision of plumbing services on an “as needed and when requested” basis including emergency response at the various City of Nanaimo Facilities and Civic buildings.

The successful 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.

1.2 Intended Term of Agreement

For the purpose of this Agreement if awarded, the first term of the Agreement will be for three (3) years from date of award. This may be extended for an additional one (1) more two (2) year terms subject to satisfactory performance reviews, and if mutually agreeable. Firm pricing is required for the initial three (3) year term.

It is estimated that the City requires an average of 300 hours of plumbing repair services on an annual basis. These hours are an estimate only and are not guaranteed.

After the initial three (3) year term any request for a price adjustment, must be submitted to the City’s designated project manager in writing a minimum of ninety (90) calendar days prior to the commencement of the optional year. The City will then review the submission and will at its sole discretion either accept, negotiate, or reject and re-post the requirements. The City shall not incur any liability, should it choose not to exercise its exclusive option to extend the Agreement.

The City may undertake a vendor performance evaluation process during the term of the Agreement, if awarded, as per Appendix F - Vendor Performance Evaluation sample form is attached here for information.

1.1 Intention of Award

It is the intention of the City to award to one Proponent; however, the City will award in the best interest of the City and at its sole discretion to one or more than one Proponent.

1.2 Fiscal Funding Out

The Proponent acknowledges that the City cannot make financial commitments beyond the City’s current fiscal year. In this regard, the City shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by this Agreement.

Should the approving authority not appropriate such funds, the City will notify the Proponent, as set forth below, of its intention to terminate the goods or services. This notice will also state that unless further funds are appropriated prior to the expiry of the period of the notice, the services are to be terminated and that the City shall not replace the service with substitute or comparable service by another party. If further funding is appropriated within twelve (12) months from the date of

termination, the City will either; renew the award to the Proponent or if the City and Proponent are unable to reach agreement on the terms of a renewed award the City will issue a new RFP. If further funds are appropriated more than twelve months after the date of termination, the City will issue a new RFP.

Such termination will take effect thirty (30) calendar days from the date of notification and will not constitute an event of default.

1.3 No Exclusivity

Should the Successful Proponent fail to meet the obligations of the Agreement as follows:

- Unable to provide the required goods and or services either as listed in this RFP or as modified from time to time; or
- Unable to deliver the required goods and or services at the required time and location.

The City shall, in its sole discretion, reserve the right to source and purchase the goods and or services from other suppliers to meet operational requirements.

1.4 Definitions

The following definitions apply to the interpretation of this document:

- a) "ADDENDUM / ADDENDA" means a change, or addition, or correction significant enough to be formally made to this RFP. Addenda are posted on the City websites.
- b) "AGREEMENT" means a legal document and any attachments that bind the City and all other parties subject to the provisions of the document(s).
- c) "BUSINESS DAY" means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in British Columbia.
- d) "CITY" means the City of Nanaimo.
- e) "CLOSING DATE AND TIME" means the deadline for the submission of Proposals as set out herein.
- f) "CLOSING LOCATION" means the location that all Proposals for this RFP will be accepted at.
- g) "CONTRACTOR" means the Successful Proponent who enters into an Agreement with the City for the goods and services requested herein.
- h) "MANDATORY REQUIREMENTS" means those requirements described herein, which shall be fully satisfied in order for any Proposal to be considered by the City as a qualified Proposal.
- i) "MAY" used in this document denotes permissive.
- j) "PROPONENT" means the Person, Company or Corporation providing a response to this RFP.
- k) "REQUEST FOR PROPOSAL" (RFP) means the document issued by the City used to solicit submissions to provide goods, services or construction for the City.
- l) "SHALL" or "WILL" or "MUST" used in this document denotes imperative.
- m) "SUB-CONTRACTOR" means a legal entity approved by the City that may undertake the execution of a part of the Work pursuant to an Agreement with the Proponent, and may include both "brokers" and "Sub-Contractors".
- n) "SUBMISSION" or "PROPOSAL" means the information submitted by a Proponent in response to this RFP.
- o) "SUCCESSFUL PROPONENT" means a Proponent who the City may award the agreement to, as a

result of this RFP document.

p) "WORK" means the total goods and or services required by the RFP.

Section 2.0 Instructions to Proponents

2.1 RFP Closing Date and Submission Instructions

It is the sole responsibility of the Proponent to submit their Proposal to the Purchasing Department prior on or before July 23, 2018, at or before 3:00 p.m. (15:00 hrs), Pacific Time the Closing Date & Time.

The Proposals may be delivered by one (1) of the following two (2) methods:

- i. **By hand/courier delivery:** Proponents should submit one (1) original hard copy and one (1) electronic version in MS Word/PDF format submitted on an external flash drive. The Proposal should be enclosed and sealed in an envelope/package clearly marked: **"RFP 2040 On Call Plumbing Services; attention: Jennifer Gal"** and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9.
- ii. **By Email:** At the only acceptable electronic address: purchasinginfo@nanaimo.ca. The subject line should read; **"RFP 2040 On Call Plumbing Services"**

Note: the maximum file size limit is 8MB, or less.

Late Proposals or Proposals received by facsimile will not be considered. In addition, Proposals delivered to an incorrect location will not be considered.

It is the Proponent's sole responsibility to ensure their Proposal is received when, where and how it is specified in this RFP document. The City is not responsible for lost, misplaced or incorrectly delivered Proposals.

The time clock in the Purchasing Department Office is the official timepiece for the receipt of all Proposals delivered by hand/courier.

Electronically submitted Proposals will be deemed to be successfully received when the time as posted on the email is at or before the Closing Date and Time. The City of Nanaimo will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, and alike.

2.2 RFP Schedule

Task	Date
Issue Date of RFP	June 29, 2018
Mandatory Pre-Proposal Meeting	July 11, 2018 @ 11:00 am
Question Deadline	July 16, 2018
Answer Posting Date	July 17, 2018
Closing Date and Time	July 23, 2018 @ 3:00 p.m.

Note: Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion at any time.

2.3 Signature

The Proposal should be signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

2.4 Mandatory Pre-Proposal Meeting

A **mandatory** pre-proposal meeting will be held for RFP 2040. Proposals received from any party not suitably represented at the pre-proposal meeting will be rejected.

The meeting will commence at the Public Works Conference room at:
2020 Labieux Road Nanaimo, B.C. V9T 6J9 at 11:00 am on Tuesday, July 11, 2018.

Immediately following the meeting Proponents are invited to attend a non-mandatory tour of various sites throughout the City as indicated below. Attendance at any of the site inspections is not mandatory; however Proponents are advised that in submitting a proposal they confirm that they have allowed for all factors and conditions that may affect their proposal. Inquiries and Clarifications Related to this RFP

2.5 Site Visit Locations

The City intends to facilitate a non-mandatory tour following sites directly after the mandatory pre-proposal meeting on July 11, 2018 if required.

Facility	Address
Beban Park	2300 Bowen Road
Nanaimo Aquatic Center	741 Third Street

All inquiries regarding this RFP are to be directed in writing or by email to the following person(s):
Jennifer Gal; purchasinginfo@nanaimo.ca

Information obtained from any other source is not official and no verbal communication will modify the terms of this RFP.

Questions for clarification that alter the method and pricing of the submission will be posted in the form of an Addenda, and are required to be signed and included with the submission.

Questions for clarification that do not alter the method and pricing of the submission will be posted in the form of a Question and Answer document and will not require to be signed and returned with the submission.

Proponents are required to check the City's website for all information issued up to the Closing Date and Time at the following website; <https://www.nanaimo.ca/bid-opportunities/>.

2.6 Addenda

If the City determines that an Addendum is necessary, the City will post an Addendum on the City website, and shall become part in parcel part of the RFP Document(s). Upon submitting a Proposal, Proponents are required to sign each of the Addenda and include them with the submission.

It is the responsibility of the Proponent to ensure that it has retrieved any and/or all Addenda and or questions and answers as issued prior to the Closing Date and Time.

2.7 Withdrawal of Proposals

Proponents may withdraw their Proposal at any time prior to the Proposal Closing Date and Time by submitting a written withdrawal request to the Purchasing Department via email: purchasinginfo@nanaimo.ca, Attention: Jennifer Gal, Buyer.

2.8 Examination of RFP Proposal Documents and Facilities

It is the responsibility of each Proponent to examine the RFP Document(s) thoroughly. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Services or Work and conditions imposed by the City.

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 Fee submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional Work requirements due to unforeseen circumstances and as approved by the City.

2.9 Liability for Errors

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

2.10 Litigation Clause

The City may, in its sole 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 City, its elected or appointed officers and employees in relation to:

- a. Any other Agreement and or contract for works or Services; or
- b. Any matter arising from the City'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 City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants or representatives. In addition, whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of this Agreement if it is awarded to the Proponent.

2.11 Proponent Expenses

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

2.12 Amendment to Agreement Documents

Both the City's designated project manager and the Successful Proponent shall not amend the RFP Documents except as specifically agreed upon in writing and signed.

2.13 Changes to RFP Document

Proponent must not alter any portion of this RFP document, with the exception of adding the information as requested where necessary. To do so may invalidate the submission of its Proposal.

2.14 Changes to the Proposal Wording and Content

The Proponent is not allowed the opportunity to change the wording or content of its Proposal after the Closing and Time, 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 City (e.g. minor clarifications).

2.15 Acceptance and Rejection of Proposals

This RFP does not commit the City, in any way to select any Proponent or accept any Proposal and the City reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever and to proceed with the Services in some other manner separate from this RFP process.

Proponents are advised that the lowest or any Proposal may not necessarily be accepted and the City reserves the right to reject or accept any or all Proposals in whole or in part at any time without further explanation.

Proponents are cautioned to carefully read and follow the instructions stated herein, as the City reserves the right to disqualify any Proposal that fails to meet any of the requirements of this RFP.

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the City is not material, the City may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the City.

2.16 Freedom of Information and Privacy Protection Act (FOIPPA)

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 City 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 City has the sole discretion in determining whether any part(s) of Proponent Proposals contain information that is exempt from FOIPPA legislation.

2.17 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 City and will not be returned to Proponents.

2.18 Working Language

The working language of the City is English and all Proposals must be submitted in English.

2.19 Not a Binding Agreement

Issuance of this RFP, the Proponent's preparation of a Proposal, and the subsequent receipt and evaluation of the Proposal by the City does not obligate the City in any manner whatsoever, including awarding an Agreement to any Proponent. Only the full execution and delivery of the final Agreement Documents between all parties will obligate the City in accordance with the Agreement terms and conditions.

2.20 Debriefing

Proponents may request a debriefing which may be made available at the City's convenience and must be made within fifteen (15) calendar days of notification of award. The intent of the debriefing is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process. The City will provide a debriefing upon request, after an Agreement award has been completed.

2.21 Opening of Proposals

Proposals will not be opened publicly.

Section 3.0 General Terms and Conditions

3.1 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 City.

3.2 Price Escalation - Applies to Multi-Year Contracts Only

Proposed prices are to remain firm for the initial proposed Agreement term of three (3) years from date of award. After the initial contract period, the pricing may be reviewed annually and adjusted if agreeable, and in writing by both parties. If there are price changes in any of the renewal years of the contract, the percentage price change must be submitted for approval with the renewal offer 90 days prior to the renewal date. All price changes are subject to negotiation and must be presented to the City in writing along with documented justification of any increase. Price changes shall become effective on the renewal date of the Agreement following written notification from the City of the price variance.

3.3 The City Reserve Rights

The City reserves the right to:

- a. Waive any irregularity or insufficiency in any Proposal;
- b. Accept the Proposal which is deemed most favourable to the interest of the City;
- c. Accept any Proposal in whole or in part;
- d. Seek Proposal clarification with the Proponents to assist in making evaluations;
- e. Negotiate with the selected Proponent;
- f. Approve substitutions for the Goods or personnel for the Work;
- g. Use any and all ideas presented in any Proposal whether amended or not, and selection or rejection of the proposal does not affect this right;
- h. Reject any or all Proposals;
- i. Contact references other than, and/or in addition to, those furnished by the Proponent;
- j. Modify the terms of the RFP at any time in its sole discretion; up to the Closing Date and Time;
- k. Internally publish the names of Proponents and any summary cost information deemed appropriate by the City;
- l. To request clarification from one or more than one Proponent with regard to pricing that is obviously unbalanced.

3.4 Notification of Award

The Successful Proponent will be notified in writing and required agreeable obligations will need to be fulfilled before the Work can begin. All Proponents are directed to regularly check the City's website for results of the opportunity as unsuccessful Proponents will not be notified in writing.

3.5 Form of Agreement

The City's preferred form of Agreement Documents will consist of the following:

- a. The RFP document and all amendments and attachments;
- b. The Proponent's Submission;
- c. The City of Nanaimo Business License or Inter-Community Business License;

- d. Certificate of Insurance;
- e. WorkSafe BC Clearance Letter;
- f. Prime Contractor Preconstruction Meeting Form;
- g. Prime Contractor Agreement
- h. The City's official purchase order(s); and
- i. Those parts not referenced above but maybe required and agreed upon by both Parties.

The City is not obligated to any Proponent in any manner until a Purchase Order has been issued and signed by the City designate.

3.6 Indemnity

The Successful Proponent agrees to indemnify, defend and save harmless the City, including and without limitation, to its Council Members, agents, and employees. This will be from and against all suits, claims, demands, losses, damages, expenses and costs made against or incurred, suffered or sustained by the City at any time, either before or after the expiration or termination of the Agreement. Where the same or any of the aforementioned are based upon or arise out of or from anything done or omitted to be done by the Successful Proponent or by any employee, officers, director or Sub-Contractor, the Successful Proponent pursuant to the Agreement excepting any liability out of the independent acts of the City.

3.7 Insurance Requirements

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term hereby granted the following insurance with insurers licensed in the Province of British Columbia and in forms and amounts acceptable to the City of Nanaimo. The policy shall include The City of Nanaimo as an additional insured in respect of all operations performed by or on behalf of the Contractor.

Commercial General Liability Insurance in an amount not less than two million (\$2,000,000) inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

- i. Include the City of Nanaimo as an additional insured;
- ii. Be endorsed to provide the City of Nanaimo with (30) days advance written notice of cancellation or material change; and
- iii. Include a cross liability clause.
- iv. **Automobile Liability Insurance** covering both owned and non-owned automotive vehicles. This policy shall be written with a minimum two million (\$2,000,000) inclusive and shall provide coverage for this amount against legal liability for bodily injury or death or damage to property of others and passenger hazard.
- v. **Contractors' Equipment Insurance** in an all risks form covering construction machinery and equipment used for the performance of the Work.

All insurance must be primary; and not require the sharing of any loss by an insurer of the City.

If the insurance policy(ies) expire before the end of the term of the Agreement, the Contractor must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the City.

The Contractor shall provide, maintain, and pay for, any additional insurance which is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section in its sole discretion.

The Contractor shall place and maintain, or cause any of its Sub-Contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

It is the responsibility of the Successful Proponent to supply valid insurance certifications to cover the project Work schedule and or potential term of Agreement.

3.8 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 Agreement. 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 the entire 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.

3.9 Occupational Health & Safety Prime Contractor Designation

The Contractor shall be designated and assumes the responsibility as the Prime Contractor per WorkSafe BC OH&S Regulations Section 20.2 Notice of Project and 20.3 Coordination of Multiple Employer Workplaces and Workers' Compensation Act, Section 118 Coordination of Multiple-Employer Workplaces subsections (1) and (2). The Contractor must understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 General Duties of Owner. The Contractor must have the necessary qualifications and be willing to accept the responsibilities as Prime Contractor for this Contract.

Prime Contractor information is included in:

- Appendix H - Prime Contractor Preconstruction Meeting Form

3.10 Business License

At its own expense, the Successful Proponent shall obtain and maintain a current City of Nanaimo or Inter-Community Business License for the duration of the Agreement term.

3.11 Licenses and Permits

The Successful Proponent will provide and pay for all licenses and permits required to carry out the work.

3.12 Laws of British Columbia

Any Agreement resulting from this RFP will be governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

3.13 Damage and Defects

The Successful Proponent shall use due care so that no persons are injured, or no property damaged or lost in providing the Work. The Successful Proponent shall be solely be 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 Successful Proponent or its employees. The Successful Proponent shall rectify any loss or damage for which, in the opinion of the City, the Successful Proponent is responsible, at no charge to the City and to the satisfaction of the City.

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

3.14 Assignment/Sub-Contracting of Agreement

The Successful Proponent shall not assign or Sub-Contract its obligations under the Agreement, if any, in whole or in part, without prior written approval of the City's designated project manager.

3.15 Termination of Agreement

The City reserves the right, at its sole discretion, to terminate the Agreement, in whole or in part, if the Successful Proponent receives three (3) written notices for any one or more of the following reasons:

- a. Failure to deliver the promised Services at the required time and location; or
- b. Failure to provide qualified personnel to perform the Services; or
- c. Failure to provide satisfactory Work; or
- d. Fails to meet the City's standard of expected and agreed level of Services and performance; or
- e. Performing unsafe acts while on City property that could pose a threat to the safety of the City Staff or Public:
- f. Safety infractions; or
- g. Places unknown Personnel, Sub-Contractors or assignment of the Services to others; or
- h. Is found to be in default or arrears standing at WorkSafe BC; or
- i. Fails to provide the necessary insurance or if the required insurance lapses; expired insurance (CGL or Auto); or
- j. Expired business license; or
- k. Any other reason considered appropriate, at the sole discretion of the City.

Upon termination of the Agreement, the City will be under no further obligation to the Successful Proponent, except to pay any outstanding amounts that the Successful Proponent may be entitled to receive up to the date of termination. Such termination will not result in any penalty to the City.

3.16 Cancellation

The Agreement may be cancelled by either party for any reason without cause or penalty upon thirty (30) calendar day's written notice.

3.17 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. This will include but not be 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.

3.18 Gifts and Donations

The Successful Proponent will ensure that no representative of the Successful Proponent will offer or extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the City. The Successful Proponent will report any attempt by any employee of The City to obtain such favours to the City of Nanaimo's Chief Administrative Officer or designate.

3.19 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising from the Agreement; using the dispute resolution procedures set out in this section or otherwise agreeable.

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

3.20 Fuel Consumption Data Reporting

The City, along with 95% of other local BC governments, signed the BC Climate Action Charter in 2007. As part of the Charter requirements, the City must measure and report on the City's overall greenhouse gas (GHG) emissions each year, which includes contracted emissions. As a result, the City of Nanaimo is required to track and report on contracted emissions that are derived from fossil fuel consumption used to operate vehicles, equipment and machinery. These include (but are not limited to) gasoline, diesel, propane, and bio-fossil fuel blends.

The Successful Proponent will be required to report vehicle and fuel consumption data specific to the contract in an annual report. A sample form is attached as Appendix D.

The Contractor shall communicate the quantity of fuel used to operate vehicles, equipment, and machinery as part of the supply and delivery of goods and or services as described in this document on an annual basis. Fuel consumption associated with the provision of the supply and delivery of the goods and or services must be provided to the City of Nanaimo within thirty-one (31) days of the calendar year ending December 31 annually. Data provided should be completed as outlined on the Contractor Fuel Reporting Consumption Worksheet Appendix C.

3.21 Minimum Rate of Pay

Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401

Article 31 – Contract or Sub-Contracts

This agreement shall be subject to the following condition:

“Minimum rate of pay for work performed under this Agreement or under Sub-Contract shall be as classified in the current Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401.”

In the event the City has concerns that a Contractor is in violation of Article 31, the following shall apply:

- a. The City shall immediately inform the Contractor of its concerns and require the Contractor to comply.
- b. The City shall follow up Agreement and if violation still exists within thirty (30) days provide written request for compliance.
- c. If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or Agreement forfeiture may occur.
- d. If violation continues, the City shall provide final request within a further thirty (30) days and may give two weeks' notice for failure to comply with provision of Agreement.
- e. The City may terminate the Agreement and/or withhold funds and/or require the Contractor to submit appropriate monies to rectify the breach of Agreement.
- f. If the City does not require forfeiture, such decision must be for bona fide operational or legal reasons.
- g. Notwithstanding the above, the City may proceed to (d) or (e) directly.

As per Appendix E- Minimum Rate of Pay.

3.22 Independent Contractor

The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and sub-contractors are not, nor are they to be deemed to be partners, appointees, employees or agents of the City.

3.23 Time is of the Essence

The Proponent acknowledges that time is of the essence with respect to the Work requirements contained herein.

Section 4.0 Evaluation and Selection Process

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the City asks Proponents to provide the following information.

4.1 Proposal Eligibility

In order for Proposals to be eligible, they must meet the following mandatory requirements:

- a) Be received on or before the established Closing Date and Time at the Closing Location specified; and
- b) Include a copy of the Section 7.0 Proponent's Information Form signed by an individual authorized to do so on behalf of the Proponent.

PROPOSALS NOT IN COMPLIANCE WITH THE MANDATORY REQUIREMENTS WILL BE REJECTED.

4.2 Evaluation Criteria

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

Item	Evaluation Criteria	Point Value
1.	Company Profile and Experience	20
2.	Technical, Specifications, Service, Quality	25
3.	Proposed Rates	50
4.	Value Added	5
	TOTAL	100

4.3 Proposal Content

Proposals submitted should be in enough detail to allow the City to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work.

4.3.1 Company Profile and Experience

- a. Describe your firm's experience with plumbing repair work in a commercial and municipal environment and how your firm proposes to provide "as and when requested" service to the City.
- b. Identify the key members of the proposed team including any sub-consultants, if any and highlight the relevant qualifications and experience. Include details of Commercial Plumbing experience. Only journeyman tickets plumbers, A Gas and Cross Connection will be permitted to perform under this contract. Include copies of resumes of the key personnel.
- c. Provide up to three (3) Agreements / Contracts of similar or greater magnitude and have been successfully completed within the past three (3) years. Include a reference for each project including name and contact information. References may be contacted and their response may be used to form part of the evaluation score.

4.3.2 Technical, Specifications, Service, Quality

- a. Describe your Company process for the preparation and implementation of the Agreement.
- b. Describe your timeline for arrival after receipt of call out.
 - o State your regular business hours
 - o State your response time for callouts during regular hours.
 - o State your response time for callouts after regular hours.
 - o State your response time for an emergency callout during regular business hours and after regular business hours.
 - o Please explain and clearly state what your response commitment is.
- c. Provide a description of the equipment available in order to make repairs and diagnosis.
- d. Describe the City's responsibilities that would contribute to the successful delivery of the Proposed services.
- e. Identify expectations of the City and any support required.
- f. Do you propose to Sub-Contract any of your services? Only those Sub-Contractors listed and approved by the City may be used. The Contractor is the Prime Contractor and is responsible for all the Sub-Contractors.

4.3.3 Proposed Rates

Provide firm hourly labour rates as listed below. Hourly rates shall apply to time on-site only. Submit and complete the **Proposed Price Sheet – Schedule A**.

The following shall be built into the hourly rates listed:

- a. Travel time from the Contractor's shop or other job sites. No travel time shall apply. Hourly rates shall apply to time on-site only.
- b. Service vehicle charges.
- c. Fuel Surcharges.
- d. Supervisory time, if required.
- e. Fuel and tools.
- f. All insurances, permits and licenses.
- g. Overhead and profit and all other requirements necessary for the performance and completion of the work.

Materials will be itemized and charged separately

Before providing work at the hourly rate, the Contractor will provide the City with a description of the proposed repair service and a total cost estimate at no cost to the City and will not start the work until approved by the City.

All hourly rates submitted to be firm for the Agreement term. The hours are estimated hours only and are for the purpose of evaluating Proposals. Actual estimated hours may vary. The City reserves the right to increase or decrease the scope of the work and the quantities of hours indicated.

All work will be billed in quarter hourly increments and applies after a Contractor has left an assigned job site.

4.3.4 Value Added

- a. Describe the ways in which you will minimize the environmental impact of the works. Examples might include specific design features of installed products (i.e. upgrading inefficient fixtures), or examples of your own sustainable work practices.
- b. Value Added Services may include cost reduction incentives, green initiatives and other services offered by the Proponent. The Proponent should state how these relate to the original services requested in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these services.

4.4 Evaluation of Proposals

Proposals will be evaluated on a category basis as follows:

Stage 1 – Proposal Eligibility

The City will examine all Proposals that meet the eligibility requirements as set out herein.

Stage 2 – Weighted Evaluation

The City will evaluate the eligible Proposals based on the Evaluation Criteria in 4.3 using a weighted evaluation scoring method. Proposals will be evaluated using a scoring scale of 1-5 with the resulting score then multiplied by the pre-determined weighted evaluation value for each particular criterion. The weighted score for each item will be added together to arrive at an aggregate (total) score for the evaluation and ranking for all Proposals. The City will assign scores at the sole discretion of the City.

Where priced Proposals are required, the following equation will be used to allocate the points. The lowest proposed price will receive the full value of the allocated points. Each additional Proponent will receive a percentage of the total possible points by dividing the proposed price into the lowest price. i.e. lowest proposed price is \$10.00 from Proponent A and the allocated points for pricing is 10 points. Proponent A receives 10 points. Proponent B submits a proposed price of \$12.00. Proponent B receives 8 points ($\$10.00/\$12.00 \times 10 = 8$)

Stage 3 – Proposal Clarification

The City may at their sole discretion, invite one or more Proponents for an interview, presentation or request further clarification to address any questions or clarifications relating to Proposals. Proponents will be responsible for any costs associated with the preparation for, and attendance at, the interview, to take place at a specified location within the City. An interview can be by a format selected by the City (i.e. in-person, phone, conference call, or other.)

The City may conduct credit and reference checks as part of the evaluation process, and may request additional financial information from any Proponent, at The City's sole discretion.

Stage 4 – Re-evaluation and Adjusted Scores

The City may, if necessary, re-evaluate and assign adjusted scores to the previously determined scores of the Proponents invited for an interview based on the new or updated information received.

4.5 Conflict of Interest

Proponents are to include a statement in their Proposal indicating whether or not the firm or any individuals proposed to work on the Agreement has a possible conflict of interest, and, if so, the nature

of that conflict. The Municipality reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be developed by the awarded respondent. The Municipality's determination regarding any questions of conflict of interest shall be final.

4.6 Proposed Purchase Agreement

Proponents need to identify any specific provisions contained in this RFP and the attached Form of Agreement with which it is unwilling or unable to comply. Proposed changes are subject to City review and approval and may not be accepted in whole or in part.

Section 5.0 Scope of Services and Requirements

5.1. General Requirements

- The Scope of Work includes the provision of Commercial Plumbing Maintenance and Repair Services on an “as needed and when requested” basis including emergency response, routine maintenance and planned projects up to \$25,000 at the various City of Nanaimo Facilities and Civic Buildings, as listed in Attachment A – City Facilities and Civic Buildings.
- While on site, the Contractor is expected to carry out minor maintenance repairs that are required. The limit of these repairs is to be \$500.00. More extensive repairs are to be documented and discussed with the Facilities Manager and a written quote provided prior to work being completed.
- The Contractor is to supply all equipment, materials and labour necessary to provide commercial and residential plumbing repair services as required at various City sites. All maintenance and repair of plumbing systems and equipment are to meet all regulations and code, latest edition and must comply with applicable CSA Standards.
- It is estimated that the City requires an average of 300 hours of plumbing repair services on an annual basis. These hours are an estimate only and are not guaranteed.
- Any estimated hours stated herein are the City’s best estimates of its requirements and are for the purpose of evaluating Proposals. Actual estimated hours may vary. The City reserves the right to increase or decrease the scope of the work and the quantities of hours indicated

5.2. Specifications

It is expected that the Successful Proponent will be able to make good repairs to any plumbing requirement or system on an emergency basis. The below is not intended as an exhaustive list. Work under this Agreement may include, but not necessarily be limited to:

- a. Plumbing fixture repair or replacement including basins, toilets, faucets, hot water tanks and related equipment;
- b. Supply line repair and replacement;
- c. Troubleshooting and emergency repairs;
- d. Drainage issues such as plugged drains in showers, floor drains, toilets and basins, and;
- e. Install, replace, or service sensors and solenoids for shower and basin controls;
- f. Service and retrofitting of commercial and industrial plumbing projects valued under \$25,000.00
- g. Estimating, provide written quotes to Facility Managers;

Any estimated hours stated herein are the City’s best estimates of its requirements and are for the purpose of evaluating Proposals. Actual estimated hours may vary. The City reserves the right to increase or decrease the scope of the work and the quantities of hours indicated

5.3. Scheduled Preventative Maintenance

The City has Scheduled Preventative Maintenance for cleaning kitchen grease traps at the Beban Park and Bowen Park Facilities, three (3) times per year during the months of January, May and September.

5.4. Service Call Outs and Additional Repairs

Work requests will be initiated by the City according to “as needed and when requested” schedule for service at various City facilities. Additional repairs required during scheduled call out and work required from a service call shall be identified and calculated according to the rates listed in Schedule Proposed Rates form by the Contractor. Any repairs found necessary which are beyond routine, are required to be submitted by written quotation.

- The repair work shall not proceed until approval has been provided by the City and a Work Order number has been issued. Repairs in some facilities will need to be based on scheduling and access availability, with arrangements provided by the City.
- The City reserves the unfettered right to competitively bid individual projects anticipated to exceed \$10,000.00.

5.5. Service Technicians Certification Requirements

The work shall be carried out by a qualified Contractor with appropriate Trade Qualifications Certification and in compliance with the conditions of the Provincial WorkSafeBC Regulations, WHMIS Legislation and BC Plumbing Code;

- All actions performed by qualified plumbing service technicians must be properly recorded and all new installations must be accompanied by appropriate permits, drawings, engineering reports, maintenance manuals.
- Any Training required must be provided to the Facilities Management Division.

5.6. Work Site Safety Procedures

- The Contractor will be required to report to the City Site Contact Person, upon arrival before starting any work, as per WorkSafeBC Requirements, and prior to departure from the work site. An identity badge, parking pass and or keys for equipment room access may be required from the City’s Site Contact Person.
- Any Contractor’s personnel required to work at the Public Safety Building, and any other sites as designated by the City, shall be required to successfully complete a security clearance, prior to the award of this Contract. The Contractor must have qualified Journeymen employee’s security cleared and have on call, at least one security cleared employee for afterhour callouts to the Public Safety Building or other security designated sites. Any employees denied security clearance shall be restricted from entering the designated worksites, and the Contractor shall provide an employee who has obtained a security clearance. Any costs for obtaining security clearance will be the responsibility of the Contractor.
- The Contractor shall install temporary barricades and signs to prevent unauthorized plumbing use during service/repair operations.
- Service technicians must inform the City of Nanaimo staff if any safety hazards are discovered

5.7. Work Orders

City Work Orders will be provided the next business day for any unscheduled service or emergency repairs required at any City facility.

Work required from a Work Order and/or additional repairs required during scheduled call out shall be calculated according to the rates accepted by the City.

5.8. Plumbing Service Reports

A Plumbing Service Report is required to be completed by the Contractor for any work performed at a work site. The reports shall itemize the labor 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 required to be signed by the site Contact Person. A copy of the report shall be forwarded to the City's Facilities Work Control Clerks within 72 hours of completion of the work, by either fax or email, and shall indicate the City Work Order number issued for the work.

Reports shall include pictures detailing the condition of the area in need of repair, both before commencement and after completion of the work.

The Contractor must provide status updates for work orders in progress.

5.9. Work Sites

The work may be carried out at any of the City of Nanaimo's buildings or facilities and the scheduling of these services shall be coordinated with Facilities Work Control and the Contractor. Contractor's personnel will be required to report to the Site Contact Person upon arrival before starting any work, and before leaving the site.

The work sites and locations are provided in: Attachment A – City Facilities and Civic Buildings Locations.

Attachment A - City Facilities and Civic Buildings

The following is a list of the City Facilities and Civic buildings. The Facilities stated herein are the Facilities at the time of issuance of this RFP. The City reserves the right to increase or decrease the Facilities indicated in Attachment A.

Facility	Address
Animal Control Building	Nanaimo Lakes Rd
Animal Control Residence	1260 Nanaimo Lakes Rd
Bowen Cemetery - Office	555 Bowen Road
Centre Stage	25 Victoria Rd
City Hall	455 Wallace St
Community Services Building	285 Prideaux St
Miner Cottage (Pipers Park)	100 Cameron Rd
Miner's Cottage	1904 Jingle Pot Rd
CIBC Centre for the Arts	150 Commercial St
Old Museum Building	100 Museum Way
Port Theatre	125 Front St
The Bastion	94 Front St
Museum Train Shelter	100 Cameron Rd
Port of Nanaimo Centre	101 Gordon St
Fire Hall #1	666 Fitzwilliam
Fire Hall #2	2499 Dorman Rd
Fire Hall #3	6230 Hammond bay
Fire Hall #4	1425 Cranberry Ave
Fire Headquarters	580 Fitzwilliam
Fire Training Centre	1900 Labieux Rd
Fire Hall #7	26 Pirates Lane
575 Fitzwilliam St (ARC Building)	575 Fitzwilliam St
Headquarters	303 Prideaux St
Police Annex	575 Fitzwilliam St
Police Operations Building	303 Prideaux St.
Beban Recreation Centre	2300 Bowen Rd
Bowen Park	500 Bowen Rd
Brechin Park - Boat Wash Building	Brechin Point
Brechin Park - Washrooms	Brechin Point
Caledonia Park - Grandstand	100 Wall St
Caledonia Park - Fieldhouse (Concession)	100 Wall St
Caledonia Park - Fieldhouse	100 Wall St
Caledonia Park - Spotters Booth	100 Wall St
Caledonia Park - Washrooms	100 Wall St
Chase River Boys and Girls Club (old Fire Hall)	1400 Cranberry

Facility	Address
Colliery Dam Park - Washrooms	635 Wakesiah Ave
Comox Park - Washrooms	445 Comox Rd
Comox Park - Scout Hut	445 Comox Rd
Departure Bay Park - Activity Hall	1415 Wingrove
Departure Bay Park - Washrooms	1420 Bay St
Deverill Square Haliburton Park (Gyro 2) - Fieldhouse	200 Irwin St
Elaine Hamilton Park (Trofton Park) - Fieldhouse	1631 Naylor Cres
Gyro Park - Washrooms	850 Wentworth
Gyro Park - Judo Building	850 Wentworth
Gyro Park - Concession	850 Wentworth
Harewood Centennial Park - Storage Barn	752 Howard Ave
Harewood Centennial Park - Washrooms	752 Howard
Harewood Fire and Community Hall	195 Fourth St
Harry Wipper Park - Washrooms	5050 Hammond Bay Rd
Kinsmen Park (Kin Hut) - Washrooms	2730 Departure Bay Rd
Kinsmen Park (Kin Hut) - Activity	2730 Departure Bay Rd
Louden Park - Washrooms	4295 Victoria Ave
Maffeo Sutton Park - Electrical Building	2 Cliff St
Maffeo Sutton Park - Lions Pavilion	2 Cliff St
Maffeo Sutton Park - Washrooms	2 Cliff St
Mansfield Park - Fieldhouse	800 St Andrews
McGirr Sportsfield - Changerooms	6175 McGirr
Merle Logan Sportsfield - Washrooms	2253 Dorman St
MR Bennett Pioneer Park - Announcer Building	6700 Dover Rd
MR Bennett Pioneer Park - Football Building	6700 Dover Rd
MR Bennett Pioneer Park - Hornets Rugby	6700 Dover Rd
MR Bennett Pioneer Park - Washrooms	6700 Dover Rd
Nanaimo Aquatic Centre (NAC)	741 Third St
Nanaimo Ice Centre (NIC)	750 Third St
Neck Point Park - Boathouse	4050 Morningside Drive
Neck Point Park - Caretaker Residence	4050 Morningside Drive
Northfield Rotary Lookout - Washrooms	2450 Northfield Rd
Oliver Woods Community Centre (OWCC)	6000 Oliver Road
Parks Yard	89 Prideaux St
Pawson Park - Washrooms	410 Machleary St
Pipers Lagoon Park - Washrooms	3600 Place Rd
Robins Park - Announcer Building	620 Park
Robins Park - Fieldhouse	620 Park
SARC	411 Dunsmuir
Serauxmen Sportsfields - Fieldhouse	850 Third St

**On-Call Plumbing Services
REQUEST FOR PROPOSAL No. 2040**

Facility	Address
Swy-a-lana Pumphouse	
Westwood Lake Park - Caretake Storage Shed	389 Westwood Rd
Westwood Lake Park - Caretaker Garage	389 Westwood Rd
Westwood Lake Park - Caretaker House	389 Westwood Rd
Westwood Lake Park - Washrooms	381 Westwood Rd
Public Works Yard	2020 Labieux St
Bastion Street Parkade	236 Bastion
Port of Nanaimo Centre Parkade	101 Gordon St
Harbourfront Parkade	125 Front St
Brookwood Dr Lift Station	5668 Brookwood Drive
Cameron Island Lift Station	Cameron St
Cedar Road Lift Station	1065 Cedar Rd
College Drive Pump Station	1071 College Drive
Fillinger Lift Station	Fillinger Rd
Gordon Street Lift Station	Gordon St
Greenwood Lift Station	Greenwood Place
Lagoon Road Pump Station	3674 Lagoon Rd
Lois Lane/Queens Pump Station	Lois Lane
Metral Dr/ Enterprise St Sewer Lift Station	Island Highway
Park Lift Station	840 Park Ave
Piper's Beach Lift Station	Pipers Crescent
Pirates Lane Pump Station	Protection Island
Protection Island Siphon Station	Protection Island
Ross Road Lift Station	Long Lake/Ross Rd
Shoreline Dr Pump Station	6277 Shoreline Drive
Wall St Lift Station	Wall Street
Wills Rd Lift Station	Wills Rd
#1 Reservoir - New Chlorination Building	Nanaimo Lakes Rd
#1 Reservoir - New Chlorination Building - Addition	Nanaimo Lakes Rd
#1 Reservoir - Office & Chlorination Building	Nanaimo Lakes Rd
#1 Reservoir - PRV Building #1	Nanaimo Lakes Rd
#1 Reservoir - PRV Building #2	Nanaimo Lakes Rd
#1 Reservoir - Workshop and Garage	Nanaimo Lakes Rd
#7 Reservoir/Tanya Dr Altitude Valve Station	5341 Tanya Drive
College Drive PRV Altitude Station	1071 College Drive
College Drive Pump Station 1	1071 College Drive
College Drive Pump Station 2	1071 College Drive
Duke Point Pump Station	Hooker Rd & Duke Point
Duke Point Water Pressure Regulator Station	Hooker Rd & Duke Point

**On-Call Plumbing Services
REQUEST FOR PROPOSAL No. 2040**

Facility	Address
Extension 8A Altitude Control Building	2099 Bramley Rd
Jump Creek Generator Control Building	Watershed
Jump Creek Dam Storage Container	Watershed
Labieux Rd Pump Station	Labieux Rd
Lost Lake Pump Station	4877 Lost Lake
Lost Lake Radio Control Building	Lost Lake Rd
Pryde Ave Pump Station	71 Pryde Ave
Rod Glen Pump Station	4217 Early Drive
South Fork Dam Power Generation Building	Watershed
Towers - Langara Pump Station	1311 Langara Dr
Wiltshire Pump Station	Wiltshire/Glen Oaks
Water Treatment Plant	2500 South Fork Road
Reservoir # 1 - Energy recovery Facility	1141 Nanaimo Lakes Road

Section 6.0 Proposal Form - Submission Checklist

**PURCHASING DEPARTMENT
2020 Labieux Road, Nanaimo, BC, V9T 6J9**

THE DOCUMENTS TO BE ENCLOSED WITH THIS PROPOSAL FORM ARE AS FOLLOWS:

Documents to be included with RFP submission:

- ☐ Section 6.0 - Proposal Form - Submission Checklist
- ☐ Section 7.0 - Proponents Response Form
- ☐ Schedule A - Proposed Rates, duly signed
- ☐ Addenda - signed and included in the submission
- ☐ Appendix A - List of Sub-Contractors, if applicable
- ☐ Appendix B - Ability and Experience (references)

Documents to be provided upon award:

- ☐ City License
- ☐ WorkSafeBC
- ☐ Insurance as described here in
- ☐ Appendix G - Prime Contractor Agreement
- ☐ Fuel Reporting Consumption Worksheet - as required
- ☐ Police Checks of personnel that will be servicing the Public Safety Building.
- ☐ Those parts not referenced above but agreed upon by both Parties.

Proponents acknowledge that Addenda may alter the submission requirement. This checklist is a guideline only.

Company name

Representative initial

Section 7.0 Proponent's Information Form

Proponents must complete this form and include with the Proposal Submission.

Please ensure all information is in ink and legible.

1.	Contractor Name	
2.	Proponent's Main Contact Individual	
3.	Address (include postal code)	
4.	Office Phone #	
5.	Cellular #	
6.	Email address	
7.	GST Account # (if applicable)	

Proponent: _____ Date _____

Signature: _____

Note: All forms that require a signature must be signed by a person authorized to legally bind the Proponent to statements made in response to this RFP.

The Proponent hereby acknowledges that:

1. it understands and agrees with the RFP process as described in this RFP; and, in addition;
2. Verifies the information included in the Proposal is correct, and it has thoroughly reviewed, and has complied with the documents making up their Proposal, including all specifications as may be listed in the index, and any addenda or questions and answers as posted.

Schedule A - Proposed Rates

Prices quoted are in Canadian Dollars.

Provide firm hourly labour rates as listed below. Hourly labour rates are to exclude applicable taxes. Hourly rates shall apply to time on-site only.

The following shall be built into the hourly rates listed:

- a. Travel time from the Contractor's shop or other job sites. No travel time shall apply. Hourly rates shall apply to time on-site only
- b. Service vehicle charges
- c. Fuel Surcharges
- d. Supervisory time, if required
- e. Fuel and tools
- f. All insurances, permits and licenses
- g. Overhead, profit, and all other requirements necessary for the performance and completion of the work

Materials will be itemized and charged separately.

Before providing work at the hourly rate, the Contractor will provide the City with a description of the proposed repair service and a total cost estimate at no cost to the City and will not start the work until approved by the City.

All hourly rates submitted to be firm for the Agreement term. The hours are estimated hours only and are for the purpose of evaluating this Proposal. Actual estimated hours may vary. The City reserves the right to increase or decrease the scope of the work and the quantities of hours indicated.

All work will be billed in quarter hourly increments and applies after a Contractor has left an assigned job site.

Hourly Labour Rates - Journeyman August 1, 2018 to July 31, 2019			
Please state your regular hours Monday - Friday			
	Estimated Hours (a)	Hourly Rate (b)	Estimated Total (a) x (b)
Regular hours	300	\$	\$
Hourly rate outside of regular hours		\$	

Hourly Labour Rates – Journeyman August 1, 2019 to July 31, 2020			
Please state your regular hours Monday - Friday			
	Estimated Hours (a)	Hourly Rate (b)	Estimated Total (a) x (b)
Regular hours	300	\$	\$
Hourly rate outside of regular hours		\$	

Hourly Labour Rates – Journeyman August 1, 2020 to July 31, 2021			
Please state your regular hours Monday - Friday			
	Estimated Hours (a)	Hourly Rate (b)	Estimated Total (a) x (b)
Regular hours	300	\$	\$
Hourly rate outside of regular hours		\$	

Mark-up on parts from cost of materials (Supply original invoices for parts). Mark-up is held firm for the entire Agreement Term.	
All parts and equipment must comply with CSA standards	%

Example: The example is for the purpose of evaluating Proposals. Please provide a cost for material, mark-up charged based on the mark-up % for parts submitted above.

QTY	Product	Description	
1	1060360	CLOSET VALVE HET CP TMT1LN32#CP	\$
1	1063085	BOWL, TOTO WALLMNT COTTON CT708EV#01	\$
1	1061340	BOWL, DRAKE COTTON C744EL#01	\$
1	1061830	TANK, DRAKE HET COTTON ST743E#01	\$
1	2000400	AMSTD WHITE ELONG SEAT 1200TCA000	\$
Mark-Up (based on the percentage submitted above)			\$
Sub Total			\$
GST			\$
PST			\$
Total			\$

Optional Pricing - August 1, 2018 to July 31, 2019		
Apprentice		\$ /hr
Statutory Holidays (Journeyman only)		\$ /hr
Cash discount allowance if account paid within:	Net_____days	%
Minimum Call Out (min # hours)		
During Regular Hours Monday – Friday		
Outside of Regular Hours		

Optional Pricing - August 1, 2019 to July 31, 2020		
Apprentice		\$ /hr
Statutory Holidays (Journeyman only)		\$ /hr
Cash discount allowance if account paid within:	Net_____days	%
Minimum Call Out (minimum # hours)		
During Regular Hours Monday - Friday		
Outside of Regular Hours		

Optional Pricing – August 1, 2020 to July 31, 2021		
Apprentice		\$ /hr
Statutory Holidays (Journeyman only)		\$ /hr
Cash discount allowance if account paid within:	Net _____ days	%
Minimum Call Out (min # hours)		
During Regular Hours Monday – Friday		
Outside of Regular Hours		

Where a discrepancy occurs between the Unit Price and the Extended Amount, the Unit Price shall prevail. Pricing must remain firm for the first term of the contract.

Unbalanced Submission and Discrepancies

Submissions that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the City may be rejected.

Wherever the amount bid for an item does not agree with the extension of the Submission quantity and the bid unit price, the unit price shall govern the amount and the total bid price shall be corrected accordingly.

Mathematical discrepancies will be corrected by the City by appropriate means to arrive at the correct total Submission price. Where an error has been made in transferring an amount from one part of the Submission to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the total bid price shall be corrected accordingly.

Company name

Representative initial

Appendix A - List of Sub-Contractors

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed; otherwise, name work type and name of Sub-Contractor proposed to be used.

The City reserves the right to approve all proposed Sub-Contractors. Where the City objects to the use of any proposed Sub-Contractor, the Proponent shall use another Sub-Contractor acceptable to the City. Any proposed changes to the approved list of Sub-Contractors subsequent to Agreement Award shall be subject to the approval of the City.

The Successful Proponent may be required to produce schedule of references for all or any proposed Sub-Contractors.

The Successful Proponent shall only use those Sub-Contractors approved by the City and shall be held fully liable to the City for the acts and omissions of its Sub-Contractors.

Type Of Work	Sub-Contractor	Contact Name & Number

Appendix B - Ability and Experience (References)

The Proponent shall provide below three (3) separate Customers **other than the City** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE # 1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE # 2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE # 3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting Firm) authorize the City to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the Project.

The City reserves the right to call references if in its sole discretion finds a need to do so.

The City reserves the right to check other references other than listed herein.

Appendix C - Fuel Reporting Consumption Worksheet Instructions

GENERAL INFORMATION

This form contains the worksheet for the “Contractor Reporting Fuel Consumption Worksheet”, which applies to any Suppliers who have new or renewed contracts with the City of Nanaimo beginning on or after June 1st, 2012.

Contractors can choose to report their fuel consumption according to the frequency that works best for them (e.g. by invoice, monthly, quarterly, or annually), although reporting on an invoice-by-invoice basis is recommended. At a minimum, fuel consumption must be reported annually. The due date for the fuel consumption worksheet(s) for the calendar year will be January 31st of the following year.

Please note that you will only need to report fuel consumption data for fuel used in the delivery of a service to the City.

Why do I have to report my fuel consumption?

The City of Nanaimo, along with 95% of other local BC governments, signed the BC Climate Action Charter in 2007. As part of the Charter requirements, the City must measure and report on the City’s overall greenhouse gas (GHG) emissions each year, which was recently changed to include contracted emissions.

Effective June 1st, 2012, the City of Nanaimo is required to track and report on contracted emissions that are derived from fossil fuel consumption used to operate vehicles, equipment and machinery. These include (but are not limited to) gasoline, diesel, propane, and bio-fossil fuel blends.

The City of Nanaimo is required to request specific vehicle and fuel consumption data from Suppliers, which will facilitate the calculation of greenhouse gas emissions by applying standardized emission factors.

If you would like further information with regard to BC’s Climate Action Charter, and BC’s commitment to becoming carbon-neutral, please visit the Ministry of Environment website at:

<https://www2.gov.bc.ca/gov/content/environment/climate-change/public-sector/carbon-neutral>



Appendix D - Fuel Reporting Consumption Worksheet

SAMPLE DO NOT COMPLETE

Company Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Title: _____

Contact Phone: _____

Contract Description: _____

Contract Number / Identifier: _____

Reporting Period:*

*(Annual reporting is the minimum requirement)

FROM: dd/mm/yyyy TO: dd/mm/yyyy

Fuel Consumption Categories:	Type of Fuel	Total Consumption	Unit of Measure
Light Duty Vehicle <ul style="list-style-type: none"> - Two door passenger cars - Four door passenger cars - Station wagons 	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	325 _____ _____ _____	Litres _____ _____ _____
Light Duty Truck <ul style="list-style-type: none"> - SUV's - Minivans - Full size vans - Pickup trucks GVWR under 3856Kg (8,500 lbs) and curb weight under 2722 Kg (6,000 lbs) 	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	1234 _____ _____ _____	Litres _____ _____ _____
Heavy Duty Truck <ul style="list-style-type: none"> - Road vehicles with a GVWR over 3,856 Kg (8,500 lbs) and curb weight over 2722 Kg (6,000 lbs) 	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	_____ _____ _____ _____	_____ _____ _____ _____
Off Road Vehicles and Portable Equipment <ul style="list-style-type: none"> - Vehicles and equipment not licensed for road use - Snowmobiles - ATV's - Lawnmowers and trimmers - Tractors - Construction equipment 	<input type="checkbox"/> Gasoline <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other _____	_____ _____ _____ _____	_____ _____ _____ _____

I / we certify that the above fuel consumption data represents the most accurate estimate of fuel consumption available for the reporting period.

Signature _____

Title _____

Date (dd/mm/yyyy) _____

Appendix E - Minimum Rate of Pay

**CITY OF NANAIMO and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401
COLLECTIVE AGREEMENT
ARTICLE 31 MINIMUM RATE OF PAY**

Minimum Rate of Pay

The Collective Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401 says that:

Article 31- Contract or Sub-Contracts

Every Agreement / Contract made by the Employer for construction, remodeling, repair, or, demolition of any municipal works or for providing any municipal service or function shall be subject to the following condition:

"Minimum rate of pay for work performed under this Agreement or under Sub-Contract shall be as classified in the current Agreement between the City of Nanaimo and Canadian Union of Public Employees, Local 401."

Position Title	Rate Per Hour
Level 2 - Labourer	\$25.46

LETTER OF UNDERSTANDING #12 BETWEEN:

CITY OF NANAIMO AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401**

Re: Contracting Out Issues

The City of Nanaimo and CUPE Local 401 agree to the following conditions in order to:

- a) provide an interpretation of Article 31, Contracts or Sub Contracts.
- 1. Where the Union can provide documented evidence to prove to the City's satisfaction that a contractor hired by the City of Nanaimo is not paying wage rates pursuant to Article 31, the City will follow the process outlined in Appendix I.
- 2. The Parties agree that for the purposes of complying with Article 31, the rate for flagging shall be set at \$14.20 (2009 rate) per hour.
- 3. The City agrees to provide available cost information on contracts to the Union upon request
- 4. This Agreement will be effective on new contracts awarded after date of signing and on current contracts on which the Union provides evidence of breach of Article 31.
- 5. This Letter of Agreement forms part of the Collective Agreement and remains in effect in the same manner and to the same extent as any other provision in the Collective Agreement.
- 6. All issues arising under the grievance and/or issues relating to contracts in effect up to the signing of this Letter shall be deemed to be resolved and, no grievance will be filed in respect of any such issues with the exception of current contracts where either Party discovers that a contractor is contravening Article 31.
- 7. In the event a dispute occurs between the Parties regarding the implementation of this Agreement, either Party may refer the matter to or a mutually agreed arbitrator on an expedited basis for resolution.

Appendix I

DEFINITIONS

"Work performed" refers to the current classifications contained in the Parties' Collective Agreement and not directly connected to the job, which is contracted.

PROCESS

1. Each contract assigned to a contractor by the City of Nanaimo will contain terms:
 - (a) Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.
 - (b) Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
 - (c) Entitling the City to copies of information showing the wage rates paid to its employees. (The City will provide copies to the Union if requested.)
2. In the event the City has concerns that a contractor is in violation of Article 31, the followingshall apply:
 - (a) The City shall immediately inform the contractor of its concerns and require the contractor to comply.
 - (b) The City shall follow up contact and if violation still exists within thirty (30) days provide written request for compliance.
 - (c) If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or contract forfeiture may occur.
 - (d) If violation continues, the City shall provide final request within a further thirty (30) days and may give two weeks' notice for failure to comply with provision of contract.
 - (e) The City may terminate the contract and/or withhold funds and/or require the contractor to submit appropriate monies to rectify the breach of contract.
 - (f) If the City does not require forfeiture, such decision must be for bona fide operational orlegal reasons.
 - (g) Notwithstanding the above, the City may proceed to (d) or (e) directly.

APPENDIX F - VENDOR / CONTRACTOR PERFORMANCE EVALUATION FOR SERVICES

Contractor Name:		Contract Title and Number:	
Purchase Order Number:	Contract Term:	Contract Period:	From: To:
Contract Value:		Department:	
PERFORMANCE			
<p style="text-align: center;"><u>EXCEPTIONAL (7)</u></p> <p>Meets contractual requirements and exceeds many to the City's benefit. The scope of services was accomplished. Corrective actions taken by the contractor were highly effective.</p> <p>All significant program elements, including technical performance and schedule, are above what was planned. and the cost remains at or below the originally negotiated cost.</p>	<p style="text-align: center;"><u>VERY GOOD (5)</u></p> <p>Meets contractual requirements and exceeds some to the City's benefit. The scope of services was accomplished with minor problems. Corrective actions taken by the contractor were effective.</p> <p>Significant elements were as planned.</p>	<p style="text-align: center;"><u>SATISFACTORY (3)</u></p> <p>Meets contractual requirements. The actions taken by the contractor appear or were satisfactory.</p> <p>Some significant program elements are behind what was planned or above the negotiated cost.</p>	
<p style="text-align: center;"><u>MARGINAL (2)</u></p> <p>Does not meet some contractual requirements. The scope of services was not accomplished. Problems were serious. The Contractor has yet to identify corrective actions, or the Contractor's proposed actions appear only marginally effective or were not implemented.</p>	<p style="text-align: center;"><u>UNSATISFACTORY (0)</u></p> <p>Does not meet most contractual requirements, and recovery is not likely in a timely manner. The Contractor's corrective actions appear or were ineffective.</p>	<p style="text-align: center;"><u>N/A</u></p> <p>Not Applicable</p>	<p style="text-align: center;"><u>INSUFFICIENT INFO. TO RATE</u></p> <p>There is not sufficient information to rate performance.</p>
PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
<p>Work performed in compliance with contract terms</p>	<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate </div>		

PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
Materials, supplies and equipment provided as required?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Cost Management	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Insufficient info. to rate		
Staff availability	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff training	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff professionalism	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		

PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
Customer service	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Staff turnover	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Communication and Accessibility	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Prompt and effective correction of situations and conditions	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Contractor compliance with Wage & Benefits (if appropriate)	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		

PERFORMANCE RATING		Score (0,2,3,5,7)	COMMENTS (Attach additional sheets if necessary)
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Licensing requirements met	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Insurance certificates and documentation, timely and complete	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Safety: <ul style="list-style-type: none"> ▪ Reporting of incidents ▪ Completing safety talks with employees ▪ Compliance of hazard assessment / site safety plans ▪ Total Recordable Injury Rate (TRIR) for the duration of the contract 	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate		
Would you recommend this firm again?	<input type="checkbox"/> Yes <input type="checkbox"/> No (Explain)		



OVERALL ASSESSMENT:

Total score out of 105

- ☐ Exceptional (71-105)
- ☐ Very Good (46-70)
- ☐ Satisfactory (27-45)
- ☐ Marginal (10-26)
- ☐ Unsatisfactory (<10)

Comments: _____

Name of Evaluator: _____ (Print) _____ (Signature)

Title: _____ Date: _____

Purchasing and Stores will arrange performance review meetings with vendors receiving a "Marginal" score or less on a Vendor Performance Evaluation report.

FISCAL COMPLIANCE:

Original Contract Value \$ _____

Dollar amount of increase (decrease) \$ _____

Percent of increase (decrease) _____ %

Reason for increase (decrease)

Project Lead:

Title Signature

Date



**APPENDIX G
PRIME CONTRACTOR
AGREEMENT**

Date: _____ Meeting Location: _____

Firm Name: **CITY OF NANAIMO** Contract #: _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

City's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- ☐ Acknowledges appointment as Prime Contractor defined by WorkSafeBC OH&S Regulations Sections 20.2 and 20.3, and in the *Workers' Compensation Act, Sections 118 Clauses 1 and 2*.
- ☐ Understands the Owners duties as defined in the *Workers' Compensation Act, Section 119*.
- ☐ Understands for any discrepancy establishing health and safety protocol, WorkSafeBC OH&S Regulation and/or the *Workers' Compensation Act (Part 3)* shall prevail.
- ☐ Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- ☐ Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- ☐ Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- ☐ Shall ensure or coordinate first aid equipment and services as required by WorkSafeBC OH&S Regulation.
- ☐ Shall coordinate the occupational health and safety activities for the project.
- ☐ Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the *Workers Compensation Act (Part 3)* and WorkSafeBC OH&S Regulation.
- ☐ Understands any WorkSafeBC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.
- ☐ Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- ☐ Accepts the following required documents shall be maintained and made available upon request from the City and/or WorkSafeBC Prevention officer at the workplace.

The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- ☐ All notices which the Prime Contractor is required to provide to WorkSafeBC as per WorkSafeBC OH&S Regulation.
- ☐ Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- ☐ All directives and inspection reports issued by WorkSafe BC.
- ☐ Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- ☐ Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the City Contract Representative:

- ☐ WorkSafeBC Notice of Project
- ☐ WorkSafeBC Clearance Letter
- ☐ Prime Contractor's OH&S Safety Program
- ☐ Prime Contractor's OH&S Safety Program Document

☐ First Aid Attendants: _____

☐ Safety Supervisor: _____

☐ Location of First Aid Station: _____

Signature of Prime Contractor: _____

**Signature of City
Contract
Representative:**

EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the City Contract Representative

Date: _____ Meeting Location: _____

Prime Contractor: _____

Prime Contractor Representative: _____

- City Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety
Comment:	
Comment:	
Comment:	


Prime Contractor Representative (signature)

City Contract Representative (signature)

Prime Contractor Representative (printed)

City Contract Representative (printed)

Appendix H

Department: City of Nanaimo	
Subject: Prime Contractor Preconstruction Meeting Form	

Date		Meeting Location	
Contract #		WSBC Firm #	
Prime Contractor Company Name			
Prime Contractor's Superintendent			
Description of Designated Workplace			
Description of Work			
City Contract Representative			

Agreement

The Prime Contractor:


Check

<input type="checkbox"/>	Acknowledges appointment as Prime Contractor defined by WorkSafeBC OH&S Regulation Sections 20.2 and 20.3, and in the Workers' Compensation Act, Sections 118 Clauses 1 and 2.
<input type="checkbox"/>	Understands the Owners duties as defined in the Workers' Compensation Act, Section 119.
<input type="checkbox"/>	Understands for any discrepancy establishing health and safety protocol, WorkSafeBC OH&S Regulation and/or the Workers' Compensation Act (Part 3) shall prevail.
<input type="checkbox"/>	Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
<input type="checkbox"/>	Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
<input type="checkbox"/>	Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
<input type="checkbox"/>	Shall ensure or coordinate first aid equipment and services as required by WorkSafeBC OH&S Regulation.
<input type="checkbox"/>	Shall coordinate the occupational health and safety activities for the project.
<input type="checkbox"/>	Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the Workers Compensation Act (Part 3) and WorkSafeBC OH&S Regulation.
<input type="checkbox"/>	Understands any WorkSafeBC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City.
<input type="checkbox"/>	Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
<input type="checkbox"/>	Confirms the Prime Contractor's Safe Work procedures and risk assessments were prepared by, or approved by, a Qualified Person as defined by WorkSafeBC OH&S Regulation.
<input type="checkbox"/>	Accepts the following required documents shall be maintained and made available upon request from the City and/or WorkSafeBC Prevention Officer at the workplace

Form Revised: July 29, 2015

Page: 1 of 3

Approved by: Andrew Brooks
Health and Safety Manager

Department: City of Nanaimo	
Subject: Prime Contractor Preconstruction Meeting Form	

Documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

Check

<input type="checkbox"/>	All notices which the Prime Contractor is required to provide to WorkSafeBC as per WorkSafeBC OH&S Regulation.
<input type="checkbox"/>	Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
<input type="checkbox"/>	All directives and inspection reports issued by WorkSafeBC.
<input type="checkbox"/>	Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
<input type="checkbox"/>	Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility

On a **construction project** workplace, these additional documents are required to be maintained and available by the Prime Contractor:


•	Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
•	Written evidence of regular inspections within the workplace.
•	Occupational first aid records.
•	Worker training records.
•	Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
•	Diagram of the emergency route to the hospital.

The following information must be **provided** to the City Contract Representative:

Check

<input type="checkbox"/>	WorkSafeBC Notice of Project (if applicable)	
<input type="checkbox"/>	WorkSafeBC Clearance Letter	
<input type="checkbox"/>	Prime Contractor's OH&S Safety Program	
<input type="checkbox"/>	Prime Contractor's Site/Project Specific Hazard Identification and Risk Assessments, Safe Work Procedures, etc.	
<input type="checkbox"/>	First Aid Attendant(s)	
<input type="checkbox"/>	Safety Supervisor(s)	
<input type="checkbox"/>	Location of First Aid Station	

Signature of Prime Contractor	
Signature of City Contract Representative	

Department: City of Nanaimo	
Subject: Prime Contractor Preconstruction Meeting Form	

Pre-Existing and Known Hazard Identification

Discussion between the Prime Contractor and the City Contract Representative

Date		Meeting Location	
Prime Contractor Company Name			
Prime Contractor's Superintendent			
City Contract Representative			

- City Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards specific to the contract.
- It is recognized the pre-existing and known hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety

_____ Prime Contractor Representative (signature)	_____ City Contract Representative (signature)
_____ Prime Contractor Representative (print name)	_____ City Contract Representative (print name)

Form Revised: July 29, 2015 Page: 3 of 3	Approved by: Andrew Brooks Health and Safety Manager
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