



REQUEST FOR PROPOSAL No. 2593

Gas Detection Equipment Maintenance and Calibration Program

DATE ISSUED: November 24, 2020

NON MANDATORY PRE-PROPOSAL ZOOM MEETING:

Scheduled for December 1, 2020

Refer to Section 2.3 of this RFP Document for additional Information

NOTE: Registration for the Zoom meeting is required by emailing purchasinginfo@nanaimo.ca.

Additionally, an optional site meeting will be offered directly after the Zoom meeting time.
The specific facilities to be advised.

Closing Location:

Purchasing Department
2020 Labieux Road
Nanaimo, BC
V9T 6J9

ESTABLISHED CLOSING DATE AND TIME:

Proposals must be received prior to:
December 15, 2020; 3:00 pm (15:00 hours) Pacific Time

ENQUIRIES:

Debbie Bezenar, SCMP, Buyer
purchasinginfo@nanaimo.ca

**Late Proposals will not be considered
and
Proposals will not be opened publicly**

NOTE: NEW REQUIREMENT AS PER CLAUSE - 2.4 COVID-19 SAFETY PROTOCOLS

TABLE OF CONTENTS

Section 1.0	Overview.....	4
1.1	Project Overview	4
1.2	No Exclusivity	4
1.3	Definitions.....	4
Section 2.0	Instructions to Proponents.....	6
2.1	RFP Closing Date and Submission Instructions.....	6
2.2	Signature.....	7
2.3	Non Mandatory Pre-Proposal Zoom Meeting	7
2.4	Enquiries and Clarifications Related to this RFP	7
2.5	Addenda or Question and Answer	8
2.6	Withdrawal of Proposals	8
2.7	Examination of RFP Proposal Documents and Facilities	8
2.8	Liability for Errors	8
2.9	Litigation Clause.....	9
2.10	No Lobbying.....	9
2.11	Illegal or Unethical Conduct	9
2.12	Proponent Expenses	10
2.13	Changes to RFP Document	10
2.14	Changes to the Proposal Wording and Content.....	10
2.15	Acceptance and Rejection of Proposals	10
2.16	Freedom of Information and Privacy Protection Act (FOIPPA)	11
2.17	Ownership of Proposals.....	11
2.18	Not a Binding Agreement	11
2.19	Debriefing	11
2.20	Opening of Proposals.....	12
Section 3.0	General Terms and Conditions.....	13
3.1	Acceptance of Terms	13
3.2	Price Escalation - Applies to Multi-Year.....	13
3.3	The City Reserve Rights	13
3.4	Notification of Award	14
3.5	Form of Agreement	14

3.6	Assignment Sub-contracting of Agreement - Not Allowed	14
3.7	Cancellation	14
3.8	Gifts and Donations	14
3.9	Fuel Consumption Data Reporting	14
3.10	Minimum Rate of Pay	15
3.11	Time is of the Essence.....	15
Section 4.0	Evaluation and Selection Process	16
4.1	Verification and Clarification Process.....	16
4.2	Submission Eligibility and Mandatory Submission Requirements	16
4.3	Completeness of Proposal	16
4.4	Rectification Period.....	16
4.5	Evaluation Criteria	17
4.6	Proposal Content	17
4.5.1	Company Profile and Experience (30 points)	17
4.5.2	Technical, Specifications, Service, Quality (30 points)	18
4.5.3	Warranty and Value Added (10 points).....	18
4.5.4	Proposed Rates (30 points)	18
4.7	Evaluation of Proposals	18
4.8	Conflict of Interest	19
4.9	Proposed Agreement.....	19
Section 5.0	Scope of Services and Requirements	19
Section 6.0	Proponent's Information Form	32
Section 7.0	Proponents Submission Form	33
Schedule A	Proposed Rates.....	35
Appendix A	Project Team Members.....	36
Appendix B	Ability and Experience (References)	37
Appendix C	Fuel Reporting Consumption Worksheet Instructions.....	38
Appendix D	Fuel Reporting Consumption Worksheet - Sample Only	40
Appendix E	Minimum Rate of Pay	41
Appendix F	COVID-19; Fit for Duty Questionnaire	45
Attachment A	Proposed Services Agreement	46

Section 1.0 Overview

1.1 Project Overview

The City invites Proposals from qualified Contractors to carry out gas detection, testing and maintenance of various facility gas systems.

1.2 No Exclusivity

In the event that 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.

1.3 Definitions

The following definitions apply to the interpretation of this document:

- a. “Addenda” means a change, or addition, or correction significant enough to be formally made to this RFP. Addenda are posted on the City’s website.
- 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 Location” means the location that all Proposals for this RFP will be accepted at.
- f. “Contractor” or “Consultant” means the Successful Proponent who enters into an Agreement with the City for the goods and services requested herein.
- g. “Established Closing Date and Time” means the deadline for the submission of Proposals as set out 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 an eligible Proposal.
- i. “May” or “Should” used in this document denotes permissive.
- j. “Must” or “Will” used in this document denotes imperative.
- k. “Project” has the meaning as set out in Section 5.0 - Scope of Services and Requirements.
- l. “Proponent” means the Person, Company or Corporation providing a response to this RFP.
- m. “Rectification Period” means the period of time set out in Section 4.3 of this RFP during

which a Proponent will be permitted to rectify its Proposal to satisfy the mandatory submission requirements of this RFP.

- n. "Request for Proposal" (RFP) means the document issued by the City used to solicit Proposals, and as may be amended by Addenda, to provide goods, services or construction for the City.
- o. "Proposal" means the information submitted by a Proponent in response to this RFP.
- p. "Successful Proponent" means the Proponent selected by the City pursuant to this RFP to finalize the Agreement.
- q. "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 its response to this RFP to the Purchasing Department prior to the Established Closing Date and Time by one (1) of the following two (2) methods:

- i. 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 2593 Gas Detection Equipment Maintenance and Calibration Program; attention: Debbie Bezenar** and delivered and addressed to the Purchasing Department, City of Nanaimo, 2020 Labieux Road, Nanaimo, BC V9T 6J9; Monday to Friday 8:00 am to 4:00 pm local time.

Note: The City will not be liable for any discrepancy between the hard copy submission and the electronic version. In the event of a discrepancy between the hard copy submission and the electronic version, the electronic version will prevail.

- ii. Electronic Opportunity Portal: follow this hyperlink; <https://www.nanaimo.ca/bid-opportunities/>. Click the submit button for **RFP 2593 Gas Detection Equipment Maintenance and Calibration Program**, register by providing all the required information; upload the Submission document(s) and click submit.

- An email confirmation will be sent to the email address that has been registered.
- Registration is required for each submission.

Electronically submitted Proposals will be deemed to be successfully received when the time as posted on the Submission portal confirmation email is at or before the Established Closing Date and Time.

When submitting electronically please provide all required documents in one of the following formats: pdf, docx, xlsx, pptx, ppsx, jpg, jpeg, png, gif, bmp. Files should be under 99MB each. If possible, combine all files into one (1) uploadable format for ease of use.

It is the Proponent's sole responsibility to ensure its 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.

2.2 Signature

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

2.3 Non Mandatory Pre-Proposal Zoom Meeting

A non mandatory pre-proposal Zoom meeting is scheduled as follows:

Meeting Place: **Zoom meeting**

Meeting Date: **December 1, 2020**

Meeting Start Time: **1:00 pm**

Email registration is required for this meeting, in order to obtain the Zoom meeting call in number and meeting ID. Each attendee is encouraged to test your system before the meeting time.

Proponents who do not attend the non mandatory Zoom meeting will be permitted to submit a proposal for this project.

The Zoom meeting will give the opportunity for Contractors to confirm specifications and ask any questions regarding the Work.

No claims will be allowed for any misunderstanding about the terms and conditions of the Agreement relating to the required services. No adjustment to the schedule or to the Agreement price will be allowed during the initial agreement term if awarded.

Additionally there will be an optional site meeting offered directly after the Zoom meeting time.

2.4 Enquiries and Clarifications Related to this RFP

All enquiries regarding this RFP are to be directed in writing or by email to the following person(s):

Debbie Bezenar, purchasinginfo@nanaimo.ca

All enquiries Should be received no less than five (5) business days before the Established Closing Date and Time. Questions received after this date will be responded to at the City's discretion, and responses cannot be guaranteed.

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

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

2.5 Addenda or Question and Answer

If the City determines that an Addendum or Question and Answer response is necessary, the City will post an Addendum on the City website, and it shall become part in parcel part of the RFP.

- Questions for clarification that alter the method, pricing and/or specifications of the Proposal will be posted in the form of Addenda, and Must be signed and included with the Proposal.
- 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.

It is the responsibility of the Proponent to ensure that it has retrieved all Addenda as posted.

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

2.6 Withdrawal of Proposals

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

2.7 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 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 rates submitted with the Proposal, unless the City, at its sole discretion, deems that:

- it would be reasonable to do so, or
- there are additional requirements for the Services due to unforeseen circumstances.

2.8 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 Proponents. 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 its own opinions and/or conclusions with respect to the Work as described in this RFP.

2.9 Litigation Clause

The City may, in its sole discretion reject a Proposal submitted by Proponents if, within five years of the date of this Request for Proposal, the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another legal entity 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, Community Charter* or another enactment.

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, the City will consider 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 the Agreement if it is awarded to the Proponent.

2.10 No Lobbying

Proponents must not, in relation to this RFP, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the outcome of the competitive process provided for in this RFP. Any attempt on the part of a Proponent, or its employees, agents, contractors, or representatives, to contact an employee of the City, Elected Official or Appointed Officer, other than the City's designated Purchasing staff identified on the cover page of this document, to influence the outcome of the purchasing process or subsequent award, may result in the disqualification from the submission process.

2.11 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, officials or other representatives of the City; deceitfulness; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

2.12 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.

2.13 Changes to RFP Document

Proponents Should not alter any portion of this RFP document, with the exception of adding the information as requested where necessary. To alter the RFP document May disqualify the Proposal.

2.14 Changes to the Proposal Wording and Content

Proponents may amend their Proposals after submission provided each revision is submitted and is received at the Closing Location and before the Established Closing Date and Time.

An authorized signatory of the Proponent must sign revisions.

Revisions received after the Established Closing Date and Time will not be considered or accepted.

Proponents are not allowed the opportunity to change the wording or content of their Proposals after the Established Closing Date and Time, and no words will be added to the Proposal after the Established Closing Date and Time, including changing the intent or content of the presentation of the Proposal, unless requested by the City.

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 price, 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 at the sole discretion of the City.

2.16 Freedom of Information and Privacy Protection Act (FOIPPA)

The City advises Proponents that Proposals may be subject to the provisions of *FOIPPA* and the Community Charter. Proponents who wish to ensure particular parts of their Proposals are protected from disclosure under *FOIPPA* should specifically identify those portions that a) constitute trade secrets, b) that are supplied in confidence, and c) the release of which could significantly harm their competitive position. Information that does not meet all three (3) of the foregoing criteria may be subject to disclosure to third parties. Personal information provided in the submission will be collected pursuant to *FOIPPA* and the Community Charter. The personal information will not be released except in accordance with the *FOIPPA*.

Questions about the collection of your personal information may be referred to the Legislative Services Department at (250) 755-4405, or via email at foi@nanaimo.ca.

2.17 Ownership of Proposals

All Proposals submitted, other than any Proposal withdrawn prior to the Established 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 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.

2.19 Debriefing

Proponents may request a debriefing, which may be made available at the City's convenience and must be made within thirty (30) 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.

2.20 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

Proposed prices are to remain firm for the initial proposed Agreement term of three (3) years from date of award. After the initial Agreement period, the pricing may be reviewed as per the Agreement for Services, clause 2.0 Term and Renewal, and adjusted if agreeable, and in writing by both parties. If there are price changes in any of the renewal years of the Agreement, the percentage price change must be submitted for approval with the renewal offer ninety (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 any or all of the Proponents to assist in the evaluation;
- e. To request clarification from one or more than one Proponent with regard to pricing that is obviously unbalanced;
- f. Negotiate with the selected Proponent;
- g. Approve substitutions for the Goods or personnel for the Work;
- 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 Established Closing Date and Time; and
- k. Internally publish the names of Proponents and any summary cost information deemed appropriate by the City.

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 May consist of the following:

- a. The Services Agreement, as Attachment A
- b. The RFP document and any addenda, and attachments;
- c. The Successful Proponent's Proposal;
- d. The Successful Proponents City of Nanaimo Business License or Inter-Community Business License;
- e. Certificate of Insurance;
- f. WorkSafe BC Clearance Letter;
- g. The City's official purchase order(s); and
- h. Items 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's designate.

3.6 Assignment Sub-contracting of Agreement - Not Allowed

The Successful Proponent shall not assign or sub-contract its obligations under the Agreement, in whole or in part, without prior approval, and if applicable.

3.7 Cancellation

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

3.8 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.

3.9 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 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 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 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 Information Appendix D.

3.10 Minimum Rate of Pay

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

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."

As per Appendix E - Minimum Rate of Pay.

3.11 Time is of the Essence

All Proponents acknowledge that time is of the essence with respect to the Work requirements contained herein.

Section 4.0 Evaluation and Selection Process

4.1 Verification and Clarification Process

The City may seek clarification in relation to a Submission from a Proponent at its sole discretion during the evaluation and selection process and may take any clarification provided into account in evaluating the Submission. The City reserves the right to request that a Proponent provide additional information at any stage of the process, including after the Established Closing Date and Time, whether related to mandatory criteria or otherwise.

4.2 Submission Eligibility and Mandatory Submission Requirements

In order for a Submission to be eligible, it must meet the following Mandatory Requirements:

- a. The working language of the City is English and all Proposals must be submitted in English.
- b. The Submission must be submitted on or before the stipulated Established Closing Date and Time, and at the correct Closing Location;
- c. A fully completed version of the Proponent's Information Form must be filled out, included in the Submission and signed by a person authorized to legally bind the Proponent with respect to the Submission; and
- d. A copy of all Addenda must be signed and included in the Submission.

4.3 Completeness of Proposal

Proposals will be reviewed to determine compliance with Section 4.1 Proposal Eligibility and Mandatory Requirements. Proposals failing to satisfy the Mandatory Requirements as of the Established Closing Date and Time will be provided an opportunity to rectify any deficiencies during the Rectification Period as stated in Section 4.3 Rectification Period.

4.4 Rectification Period

If a Proposal fails to satisfy all the Mandatory Requirements, with the exception of 4.1a, the City will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the Mandatory Requirements within the 48-hour Rectification Period, its Proposal will be excluded from further consideration. The Rectification Period will begin to run for 48-hours from the time and date that the City issues a rectification notice to the Proponent.

For clarity, the Proposal must be substantially complete and compliant and received before the Established Closing Date and Time in order for the City to initiate the Rectification Period. The City will not waive the mandatory Established Closing Date and Time requirement.

4.5 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	30
2.	Technical, Specifications, Service, and Quality	30
3.	Warranty and Value Added	10
4.	Proposed Fee	30
	TOTAL	100

4.6 Proposal Content

It is important that Proposals clearly provide all the necessary information as outlined below.

In the case that contradictory information or information that contains conditional statements is provided with respect to a requirement, the City will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular rated requirement.

Proposals that do not respond to a particular rated requirement, are left blank or contain a response of, N/A or not applicable, will receive a zero (0) point score for that requirement. Where the evaluation team cannot reasonably find responses to a rated requirement, a zero (0) point score will be assessed for that rated requirement.

The submission to each of the rated criteria should:

1. Be complete (bullet point format is acceptable);
2. Be concise and factual; and
3. Demonstrate the Proponent's understanding of the City's business needs by providing answers validating its capabilities.

4.5.1 Company Profile and Experience (30 points)

- a. Identify the key members of the proposed team and highlight the relevant qualifications and experience. Include copies of applicable required certificates of the key personnel.
- b. 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.

4.5.2 Technical, Specifications, Service, Quality (30 points)

- a. Describe your Company process for the preparation and implementation of the Agreement.
- b. Describe the City's responsibilities that would contribute to the successful delivery of the proposed services.
- c. Provide typical sample reports for review.

4.5.3 Warranty and Value Added (10 points)

- a. Provide the warranty information for possible new equipment and if there is any warranty on workmanship.
- b. Provide information on what makes your firm innovative; what is your competitive advantage, and what other services does your firm provide that would assist or be of benefit to the City.

4.5.4 Proposed Rates (30 points)

The Proponent is required to complete, sign, and include with there submission Schedule A - Proposed Rates-for use, as separately attached.

4.7 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 its 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.

4.8 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 City 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 Proponent. The City's determination regarding any questions of conflict of interest shall be final.

4.9 Proposed Agreement

Proponents need to identify any specific provisions contained in this RFP and the attached Service 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 City is seeking Proposals from qualified Contractors to carry out gas detection, testing, maintenance and calibration of various gas monitoring systems.

The Services are on a scheduled basis as set out below, including emergency response, routine maintenance and planned projects up to \$25,000 at the various City facilities as listed below.

This list is subject to change, at no penalty to the City.

The devices are located at:

- a. Nanaimo Aquatic Centre
- b. Nanaimo Ice Centre
- c. Cliff McNabb Arena
- d. Frank Crane Arena
- e. Service and Resource Centre (SARC) parking garage
- f. RCMP Detachment - Sally Port
- g. Nanaimo Harbourfront Parkade
- h. Port of Nanaimo Centre Parkade

The Work will entail but may not be limited to the following:

Manufacturer recommended maintenance and calibration including monthly, quarterly and annual Work as required including:

- a. Monthly Testing
- b. Quarterly Calibration

All Work to be completed by the Contractor shall meet the requirements Worksafe BC, OHS Regulation Part 6: Substance Specific Requirements: 6.128 Monitors and Alarms and other applicable legislated requirements, latest revisions as required from time to time.

The Contractor is to provide qualifications and training for staff completing the Work. The Work is to be completed in accordance with section 4.3 (2) of the Worksafe OHS Regulation Part 4: General Conditions and any other applicable regulations.

For ice rink application; there are no licensing or certification requirements under the [regulation: https://www.bclaws.ca/civix/document/id/complete/statreg/17_104_2004](https://www.bclaws.ca/civix/document/id/complete/statreg/17_104_2004), in regard to companies / person(s) carrying out ammonia gas detector calibrations at ice rink facilities in accordance with CSA B52, 8.4.2, e). Granted, these person(s) must be trained and competent to carry out the tasks and the training / competency must be documented. This is in-line with the spirit of CSA B52, 8.4.1. These requirements are as at the date of issuance of this document, in the event that the requirements change it is the expectation that the Contractor will comply with the most current requirements and advise the City's designated facility manager.

5.2 Relevant Codes and Standards

All Work performed under this Agreement shall be in accordance with the 2010 National Building Code of Canada, National Electrical Code of Canada, National Plumbing of Canada, National Fire Code of Canada, all relevant ASHRAE Codes and Standards, SMACNA, B149 and any other relevant codes and standards in the place of Work including, but not limited to, all Municipal, Provincial, and Federal by-laws, acts, codes, and/or regulations that may affect the services provided under this Agreement.

5.3 Qualifications and Supervision

All Work performed under this Agreement shall be completed under the direction of a fully trained gas testing technician, as required who shall supervise all other qualified personnel involved in the Work.

5.4 Permits

If required, the Contractor is responsible to obtain necessary permits and arrange for all inspections required as a result. The costs associated with permits are billable to the City, and shall be itemized separately on the invoice. No Work shall be started prior to obtaining a permit if it is required.

5.5 Materials and Equipment

All parts, materials, and equipment supplied shall be new and delivered to site in original packaging and/or with labels still intact.

The Contractor shall maintain a stock of common materials and equipment within the service van/vehicles used by the Contractor's representatives.

5.6 Materials Not Incorporated into Projects

The City will pay only for materials incorporated into the City's projects. This includes materials that may be purchased in bulk. Exceptions will be made only if the Contractor provides adequate information that demonstrates that the extra materials could not be used for future projects or elsewhere and would impose a significant burden (financial or otherwise) on the Contractor if retained. The approved method of determination of unit cost (i.e. eligible for payment) will be the total cost divided by the number of units.

The Contractor will be responsible for the proper and safe storage of extra materials with labels intact until such time that they can be incorporated into a project.

5.7 Tools and Equipment

The Contractor and their representatives shall carry with them all necessary tools and equipment required to carry out the Work. Ladders and or hoists to access the gas monitoring equipment are the responsibility of the Contractor and should be available at all times.

Aside from the above mentioned, the cost associated with the purchase or rental of tools and equipment, and the maintenance thereof required to perform the Work is the responsibility of the Contractor and is not considered a billable expense to the City.

5.8 Time for Project Meetings

Time for project meetings (i.e. start up or otherwise) shall be limited to one (1) hour and include only the time of the Contractor's designate who is responsible for the supervision of the project.

Exceptions will be made only for complex projects requiring some time for investigation, or other information gathering and must be approved in advance by the City

5.9 Quotations for Work

Quotations for Work may be requested by the City at any time. Upon request, the Contractor is to provide the City a quotation within 48 hours. The quotation is to describe the scope of the work; provide the hours anticipated and the resources required; list the equipment and materials expected along with the anticipated cost and markup; present the Agreement rates; and provide the total anticipated cost of the Work.

A sample quotation that meets the requirements described above is to be included in the proposal submission.

It is important to note that the City reserves the right to obtain competitive bids from other sources for any Work that is required.

5.10 Communication

The Contractor shall provide the City with a complete list of contacts for the organization, including names, roles, office address, office phone numbers, cell phone numbers, email addresses. The City will provide the Contractor a list of contacts, including Facility Management representatives and building representatives as deemed appropriate.

5.11 Emergency Response

Responding to emergency situations is an essential part of the Work. It is required that the Contractor be available to respond to emergency situations on a 24 hour per day, 7 day per week basis. The maximum response time during any hour of the day or night shall not be more than two (2) hours from time of notification.

An emergency situation is constituted when something occurs that requires immediate attention. If not responded to on an emergency basis can cause irreparable damage to public safety, air pollution or alike.

5.12 Authorization of Work

All Work will be undertaken only if proper authorization is provided by the City's designated facility manager, in writing by way of the issuance of a purchase order. If building personnel have a request or issue, they are to contact Facility Management directly. In these cases, building personnel may authorize Work, but the Contractor must contact the City's designated facility manager to advise them of the situation as soon as safely possible.

Proper authorization of the Work consists of a written job request by the City's designated facility manager, Work is to be completed without a written job request in hand. In some cases (e.g. afterhours/emergencies), authorization can be provided on a verbal basis or via email from the City's designated facility manager. In these cases, it is the responsibility of the Contractor to follow up at the earliest possible time the next business day to obtain a written job request.

The Contractor will not be paid for Work not properly authorized.

5.13 Site Access

As described herein, the Contractor's supervisor must present themselves to the Facility upon arrival to the site and describe, in general terms, where they are working, how long they intend to be, and any safety concerns that may be imposed as a result of the Work. In addition the Successful Respondent is required to provide at least five business days' notice to the City's designated facility manager, for the required scheduled Work being done.

In the case of afterhours Work or for buildings that are not occupied, keys are available to be signed out from the City's designated facility manager. Keys must be returned promptly when the Work is completed. If keys are lost or damaged while in the Contractor's possession, it is the Contractor's responsibility to pay for the replacement of the key or have doors rekeyed at their expense. It is important that the Contractor be aware of security systems that may be installed in various facilities, and it is the responsibility of the Contractor to make inquiries in this respect. In locations where security systems exist, the Contractor will have to Work with the City's designated facility manager to gain access.

5.14 Identification of Safety or Performance Issues

If while working in City's facilities, the Contractor identifies any issues that would impose a safety concern or impact performance, the Contractor shall notify the City's designated facility manager immediately.

5.15 Professionalism

Company uniforms are optional; however, Contractor representatives must present themselves in a professional manner when working in the City's facilities. The Contractor representatives are also expected to act in a professional manner under all circumstances when conducting business associated with the City. If any of the Contractor representatives are confronted or put in a situation that is deemed inappropriate, the Contractor should contact the City's designated facility manager for assistance. At no time is it deemed appropriate to make defamatory comments against other persons or organizations with respect to any matter. Furthermore, the use of profanity, derogatory language, threats of violence, or any other action that is offensive in nature, in all cases, will not be tolerated and may be grounds for immediate termination of the Agreement.

5.16 Travel Time and Vehicle Expenses

No travel time to the buildings and or time to pick up materials or equipment shall be eligible for payment under this Agreement.

Costs associated with vehicles, including maintenance, fuel, insurance, etc. are not eligible for payment under this Agreement. If these types of charges appear on invoices, the invoice will be rejected and the Contractor will be required to revise and resubmit. This will cause delays in payment for which the City will be responsible for.

5.17 Type of work:

- a. Field Service - Onsite visit for Process instrumentation including cleaning, repair, factory maintenance, verification, calibration
- b. Inspection - Confirm power supply, test warning and alarm relay activation, confirm reset/calibration alarm test panel functionality check for loose, broken, bent or worn hardware
- c. Verification - verify proper output and system indication/relay activation at the control panel
- d. Calibration - calibrate from appropriate gases, verify alarms and adjust until acceptable manufactures values
- e. Replacement – on an as and when required basis, replace worn or failed gas testing equipment. The Contractor is responsible for quoting necessary replacements for City review. The Contractor will be responsible for the manufacturer warranty on any replaced equipment.
- f. Professional services – provide expert advice on maintaining the gas detection equipment to align within industry best practice and communicate to the City, any recommended changes to the scheduled maintenance. Present to the City, changes to the standards, codes, or regulations that may have a direct impact.

5.18 Kick-Off Meeting

Prior to commencement of service with City at least one (1) week prior to service start date will meet with the Contractor for a Kick-Off Meeting. The meeting topics may include, but are not limited to:

- a. Contractor implementation plan
- b. City maintenance needs
- c. Scheduling requirements
- d. Invoice/pricing requirements
- e. Terms and conditions of Agreement

f. Access to facilities

The Contractor shall fully cooperate and transition the performance of services required under this Agreement where applicable.

5.19 Building Security and Access

The Contractor will be responsible for the security of the building to where the Contractor has been provided access while performing the Work. Only the Contractor and its authorized employees are to have access to any facility. Breach of security may be cause for immediate termination of the Agreement.

5.20 Satisfactory Police Checks - may be required

The initial requirement of this Agreement is for inspection at the RCMP Detachment- Sally Port to occur once a year. Police checks are not required for once a year requirement.

- a. Contractor's qualified journeymen personnel required to Work at the Police Operations Building, Police Annex, and any other sites as designated by the City, may be required to successfully complete and maintain a security clearance for the duration of this contract.
- b. The Contractor must have on call, at least one security "Enhanced Reliability" level cleared employee for after-hours callouts to the Police Operations Building, Police Annex or other security designated sites. Any employees denied security clearance shall be restricted from entering the designated City Facilities, and the Contractor shall provide an employee who has obtained a security clearance.
- c. Any costs for obtaining security clearance will be the responsibility of the Contractor.
- d. The contractor may also be required to provide a clean criminal record check to the City. The criminal record check shall be provided at no cost to the City.

However if this requirement increases the Successful Proponent may be required to provide a Police check for all staff that are required to Work at the RCMP Detachment- Sally Port.

5.21 Reporting Requirements

The Contractor will provide within five (5) calendar days of completing the Work at each site, a report that details, at minimum:

- a. the date;
- b. the equipment serviced;
- c. the Work performed;
- d. the monitored alarm points confirmed, and;
- e. the next required scheduled service date.

In addition the Contractor will be required to provide a yearly report for all equipment, this will be scheduled and agreed by both parties. This report will provide information for ongoing maintenance and will consider requirements on a 12 month cycle, where possible.

5.22 Current Facility and Equipment List

5.22.1 Nanaimo Aquatic Centre

741 Third Street

Full gas detection two times per year

Equipment:

Room gas detection system

Controller: RKI-Beacon 200

Room Sensor: CET LPT-A-SR407C (with remote display)

Room Sensor: CET LPT-A-CL2 (with remote display)

Settings:

GAS	Low Alarm	High Alarm	Output
R407C ROOM	500 ppm	1000 ppm	4-20mA to DDC
CL2	0.5 ppm	1 ppm	4-20mA to DDC

Gas Detection Settings:

Low Alarm: DDC monitored

High Alarm: Turns on Strobe and Horn

5.22.2 Nanaimo Ice Centre

750 Third Street

Full gas detection two times per year

Bump test of ammonia detection monthly

Equipment:

Ammonia Detection System

Controller: RKI-Beacon 200

Room Sensor: CET: AST-EAM-W (with remote display)

Vent Sensor: CTI: GG-VL2-NH3 (with remote display)

Arena Gas Detection

Vulcain Model: VA301C Controller

(7) E3SM-E3SC0 sensors

(7) E3SM-E3NO2 sensors

(3) S3SM-E3P sensors

(6) 90DM3R CO2 sensors

Settings:

GAS	Low Alarm	High Alarm	Output
NH3 ROOM	25 ppm	200 ppm	4-20mA to DDC (0-500 ppm)
NH3 VENT	2000 ppm	5000ppm	
CO	25 ppm	100 ppm	BACNET
NO2	0.7 ppm	2.0 ppm	BACNET
C3H8	10% LEL	20% LEL	BACNET

Ammonia Detection Settings:

Low Alarm: Turns fan on in Compressor Room

High Alarm: Turns on Strobe and Horn and turns on Building Fire Alarm Bells

Low/High Alarm: Alarm notification sent to Fire Alarm Panel (latching on FA Panel). The Vent Line sensor provides an alarm on the RKI panel only.

Arena Gas Detection Settings:

Controller in Zamboni Room alarms when Zamboni room sensors reach high level alarm setting.

Controller connected via BACNET to Building DDC to control exhaust fans and alarms.

5.22.3 Cliff McNabb

2300 Bowen Road

Full gas detection two times per year

Bump test of ammonia detection monthly

Equipment:

Compressor Room Ammonia Gas Detection System

Controller – RKI Beacon 200

Compressor Room Sensor – CET AST-EAM

Stack Leak Sensor – CTI GG-VL2-NH3

Arena Carbon Monoxide and NO2 Gas Detection System

(2) CET Model GEM-EECO-END-NS (one in watertight housing)

Setting:

GAS	Low Alarm	High Alarm	Range
NH3	25 ppm	200 ppm	0 - 500 ppm
NH3 Stack	0.2% Vol	0.5% Vol	0 - 1.0% Vol
CO	25 ppm	100 ppm	0 - 200 ppm

NO2	0.7 ppm	1.5 ppm	0 - 10.0 ppm
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NH3 Low Alarm: Strobe light at door

NH3 High Alarm: Horns (silence able) and notifies Fire Alarm Panel

NH3 Stack Sensor: Latching alarm on the Controller

CO/NO2 Low Alarm: General Exhaust Fan will start, strobe light above Zamboni room door

CO/NO2 High Alarm: Internal audible alarm will sound

Time delays: Low Alarm 2 minutes ON and 10-minute run time to OFF for exhaust fans

DDC Output: The NHS sensor will provide a readout on the DDC system

5.22.4 Frank Crane Arena

2300 Bowen Road

Full gas detection two times per year

Bump test of ammonia detection monthly

Equipment:

Compressor Room and Zamboni Room Gas Detection System

Controller: RKI Beacon 800 with remote Dwyer Displays

AST-EAM – Ammonia sensor in compressor room

LPT-A-NH3 – Ammonia Sensor in Pool Pit Room

AST-ECO – Carbon Monoxide Sensor in Zamboni Room

AST-CCB-WS – Propane Sensor in Zamboni Room

GG-VL-NH3 – Stack Leak Sensor

Settings:

GAS	Low Alarm	High Alarm	Range
NH3	25 ppm	200 ppm	0 - 500 ppm
NH3 Stack	0.7% Vol	0.7% Vol	0 - 1.0% Vol
CO	25 ppm	100 ppm	0 - 200 ppm
C3H8	10% LEL	20% LEL	0-100% LEL

NH3 Low Alarm: Exhaust fan in compressor room for compressor room sensor. Strobe lights in each room for each sensor (sensor specific)

NH3 High Alarm: Horns in each room. Alarm notification on Fire Alarm Panel (will turn on Fire Alarm Bells)

CO and Propane sensors: Audible alarm on panel for high alarm only.

NH3 sensors are also connected to DDC system.

5.22.5 Nanaimo Service and Resource Centre (SARC) Parking Garage

411 Dunsmuir Street

Full gas detection two times per year

Equipment:

Carbon Monoxide and NO2 Gas Detection System

CET Model PDC-A08 c/w

(2) AST-ECO sensors

(2) AST-END sensors

Settings:

GAS	Low Alarm	High Alarm
CO	25 ppm	100 ppm
NO2	0.7 ppm	1.5 ppm

Low Alarm: General exhaust fan will start, signal to DDC

High Alarm: Internal audible alarm will sound, strobe light will turn on, signal to DDC

Time Delays: Low alarm 30 seconds to ON and 5 minutes to OFF

5.22.6 RCMP Detachment - Sally Port

303 Prideaux Street

Full gas detection once per year

Equipment:

Carbon Monoxide and NO2 Gas Detection System

CET MAC-EMCO-END-JN-BCAM

Settings:

GAS	Low Alarm	High Alarm
CO	25 ppm	100 ppm
NO2	0.7 ppm	1.5 ppm

Low Alarm: Exhaust fan and fresh air intake damper will Start/stop (has a minimum 10 minute run time)

High Alarm: Internal audible alarm will sound

5.22.7 Nanaimo Harbourfront Parkade

51 Gordon Street

Full gas detection two times per year

Equipment:

Controller – Critical Environment Technologies: MCS-8070

Sensors – (14) Critical Environmental Technologies: AST-ECO

Settings:

GAS	Low Alarm	High Alarm
CO	50 ppm	100 ppm

Low Alarm: Red LED at control panel and fans will start

High Alarm: Red LED and audible at panel

5.22.8 Port of Nanaimo Centre Parkade

101 Gordon Street

Full gas detection two times per year

Equipment:

Controller: (1) Vulcain-301M

(2) VA301R relay modules

(30) E3SM remote sensor transmitters (15 CO and 15 C3H8)

Settings:

GAS	Low Alarm	High Alarm
CO	25 ppm	100 ppm
C3H8	10% LEL	20%LEL

Low Alarm: Red LED at control panel and fans will start

High Alarm: Red LED and audible at panel, strobe/buzzer outside Mechanical Room door.

Section 6.0 Proponent's Information Form

Proponents must complete this form and include with the Proposal.

Please ensure all information is in ink and legible.

1.	Full legal name of Proponent	
2.	Any other relevant name under which the Proponent carries out business	
3.	Company's Representatives Name	
4.	Address (include postal code)	
5.	Office Phone #	
6.	Cellular #	
7.	Email address	

The Proponent hereby acknowledges:

1. it understands and agrees with the RFP process as described in this RFP;
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, and;
3. Proponents must declare all potential Conflict of interest as defined in Section 4.7 of this RFP. Indicate either "not applicable" where no conflict of no foreseeable conflict exists or provide detail on the potential conflict of interest.

Signature of Proponent Representative
Name of Proponent Representative
Title of Proponent Representative
Date

"I have the Authority to bind the Proponent to all statements and or requirements of this RFP".

Section 7.0 Proponents Submission Form

7.1 Conflict Of Interest - See Section 4.9

Please state any potential conflict of interest which could include financial or familial relationships with City personnel.

Proponent has potential Interest conflict, check one:	Yes:		No:	
If yes please clarify:				

The City will determine whether or not a potential conflict of interest is an actual conflict or not.

7.2 Safety Training

Provide here a statement concerning the Proponent's in house and/or Proponent contracted safety training program. Include a high level overview of subjects covered and proponent's policies concerning refresher and ongoing training requirements.

	Yes √	No √
Proponent has and maintains a Safety Manual consistent with WorkSafe BC requirements which is available for inspection by the City on request:		

7.3 WARRANTIES

Please state the warranties offered:

Item	Term	Warranty Summary (e.g. no cost replacement etc.)
Contractor Supplied Services		

Materials		
Additional warranties offered		

7.4 Labour Rates

Please state when standard, premium or overtime rates will be charged.

i.e. Standard Time M-F 07:00 – 17:00 hours, etc. It is assumed that charge out time shall commence at workers are at the City's Work site:

Labour Class	Standard Time/hour	Overtime/hour	Min. Callout hours
State when rate is in effect:			
Gas testing technician			
Helper			

7.5 Rates Applicability - Personnel

State when the following rates will apply:

Rate	When Applicable (hours, days of week, times of days, holidays etc.)
Standard Time	
Overtime	

Schedule A - Proposed Rates

1. General

Firm pricing is required for the initial three (3) year period and pricing will include all labour, vehicles, fuel surcharges, royalties, handling, overhead, permits, licenses, profits and all other costs associated to complete the Gas Detection, Testing and Maintenance Agreement as herein this RFP document.

All funds are in Canadian Dollars and all proposed prices are firm for the initial Contract term of three (3) years.

Facility	Times per Year	Year 1	Year 2	Year 3	Extended Amount
Nanaimo Aquatic Centre (NAC) (full gas detection)	Yearly rate (twice)	\$	\$	\$	\$
Nanaimo Ice Centre (NIC) (full gas detection)	Yearly rate (twice)	\$	\$	\$	\$
Nanaimo Ice Centre (NIC) (Bump test of ammonia detection)	Monthly rate, as required	\$	\$	\$	\$
Cliff McNabb (full gas detection)	Yearly rate (twice)	\$	\$	\$	\$
Cliff McNabb (Bump test of ammonia detection)	Monthly rate, as required	\$	\$	\$	\$
Frank Crane Arena (full gas detection)	Yearly rate (twice)	\$	\$	\$	\$
Frank Crane Arena (Bump test of ammonia detection)	Monthly rate, as required	\$	\$	\$	\$
Nanaimo Service and Resource Centre (SARC) Parking Garage	Yearly rate (twice)	\$	\$	\$	\$
RCMP Detachment - Sally Port	Yearly rate (once)	\$	\$	\$	\$
Nanaimo Harbourfront Parkade	Yearly rate (twice)	\$	\$	\$	\$
Port of Nanaimo Centre Parkade	Yearly rate (twice)	\$	\$	\$	\$
SUB TOTAL					\$
GST (5%)					\$
Total					\$

NOTE: the Proponent is required to use and sign the separately posted (excel format) Schedule A - Proposed Rates-for use.

Appendix A - Project Team Members

CONTACT NAME & NUMBER	TITLE	TYPE OF WORK

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 including 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>

With regard to fuel consumption, the City is required to collect and report on the total amount of fuel that is consumed by your equipment while providing services to the City.

This calculation may require the use of professional judgment and some estimates. Please see the following sample ideas as to how to calculate the City's portion of fuel consumption:

Method 1 – Determine what percentage of your revenues (or what percentage of your costs) come from the City

- For example, if approximately 20% of your overall revenues come from a City contract, it would be logical that around 20% of your fuel consumption would be attributed to the City. If you have reports that show your overall fuel consumption, you could apply this percentage to your overall fuel consumption.


Method 2 – Determine which specific vehicles or equipment are used for the City contract

- If you have specific vehicles and equipment that are assigned to the City, or assigned to the Nanaimo area, you could obtain the fuel consumption information for those, figure out what percentage of the contract revenue comes from the City, and apply that factor to come up with the overall fuel consumption that is City related.

What if I don't have fuel consumption information?

Accounting records can be used to figure out the approximate number of litres consumed during the year. For example, if the company spent \$10,000 on fuel in 2015, and the average price per litre was \$1.20 throughout the year, then approximately 8,333 litres of fuel were consumed.

Appendix D - Fuel Reporting Consumption Worksheet - Sample Only

			
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			
- Two door passenger cars	<input type="checkbox"/> Gasoline	325	Litres
- Four door passenger cars	<input type="checkbox"/> Diesel		
- Station wagons	<input type="checkbox"/> Propane		
	<input type="checkbox"/> Natural Gas		
	<input type="checkbox"/> Other		
Light Duty Truck			
- SUV's	<input type="checkbox"/> Gasoline	1234	Litres
- Minivans	<input type="checkbox"/> Diesel		
- Full size vans	<input type="checkbox"/> Propane		
- Pickup trucks GVWR under 3856Kg (8,500 lbs)	<input type="checkbox"/> Natural Gas		
and curb weight under 2722 Kg (6,000 lbs)	<input type="checkbox"/> Other		
Heavy Duty Truck			
- Road vehicles with a GVWR over 3,856 Kg (8,500 lbs)	<input type="checkbox"/> Gasoline		
and curb weight over 2722 Kg (6,000 lbs)	<input type="checkbox"/> Diesel		
	<input type="checkbox"/> Propane		
	<input type="checkbox"/> Natural Gas		
	<input type="checkbox"/> Other		
Off Road Vehicles and Portable Equipment			
- Vehicles and equipment not licensed for road use	<input type="checkbox"/> Gasoline		
- Snowmobiles	<input type="checkbox"/> Diesel		
- ATV's	<input type="checkbox"/> Propane		
- Lawnmowers and trimmers	<input type="checkbox"/> Natural Gas		
- Tractors	<input type="checkbox"/> Other		
- Construction equipment			
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

Letter of Understanding #12 Between:

City of Nanaimo

And

Canadian Union of Public Employees, Local 401

Re: Contracting Out

Article 32 of the Collective Agreement notwithstanding, the Employer shall not contract out the work or services performed by employees when it results in the layoff of any permanent employees, or a failure to recall any permanent employee on layoff who has the skill, knowledge and ability to perform such work.

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 for 2020
Labourer	\$27.49

**LETTER OF UNDERSTANDING #13 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 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 \$18.27 (2021) 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

Each contract assigned to a contractor by the City of Nanaimo will contain terms:

1. Requiring that the contractor adhere to the provisions of Article 31 of the Collective Agreement. Current classified rates will be included.
2. Specifying that failure to adhere to the provisions is a breach of the contract and may give rise to termination of the contract.
3. 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.)

In the event the City has concerns that a contractor is in violation of Article 31, the followingshall apply:

1. The City shall immediately inform the contractor of its concerns and require the contractor to comply.
2. The City shall follow up contact and if violation still exists within thirty (30) days provide written request for compliance.
3. If violation continues, the City shall provide second request within a further thirty (30) days and demand compliance or contract forfeiture may occur.
4. 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.
5. 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.
6. If the City does not require forfeiture, such decision must be for bona fide operational or legal reasons.
7. Notwithstanding the above, the City may proceed to (4) or (5) directly.

Appendix F - COVID-19; Fit for Duty Questionnaire

To prevent the spread of the novel coronavirus (COVID-19) in our community and reduce the risk of exposure within our workplace, each employee of and visitor to City of Nanaimo is required to complete this Fit for Duty Questionnaire. Contractors/Visitors will be required to complete this form daily.

Date:	Time:
Contractor Employee/Visitor's Name (First/Last):	Contractor Supervisor/Manager Name:
City of Nanaimo Contact Name:	City of Nanaimo Worksite Location:

Self-Declaration by Employee/Visitor	
1	<p>Are you sick or exhibiting any of the following symptoms? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p> <input type="checkbox"/> Fever <input type="checkbox"/> Dry cough <input type="checkbox"/> Body aches <input type="checkbox"/> Headache <input type="checkbox"/> Sore throat <input type="checkbox"/> Runny nose <input type="checkbox"/> Tiredness <input type="checkbox"/> Shortness of breath </p>
2	<p>Have you travelled outside of Canada in the last 14 days? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, which country(s) _____</p> <p>Travel dates (Departure): _____ (Return): _____</p>
3	<p>Is anyone in your household currently isolated (self or directed) or identified as a COVID-19 confirmed or suspected case?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Note: If you have answered **YES** to any of the questions, please call your supervisor/manager and City of Nanaimo contact person immediately before entering the workplace.

I (print name) _____ acknowledge and confirm that I am fit for duty and not experiencing any flu-like symptoms and agree to report to my supervisor/manager and City of Nanaimo contact immediately should my conditions change.

Contractor/Visitor Signature: _____

Date Signed: _____

***Forms shall be submitted to the City of Nanaimo Contact Person and maintained accordingly.**

Freedom of Information and Protection of Privacy Act (FOIPPA) Information collected on this form is done so under the general authority of the Community Charter and FOIPPA, and is protected in accordance with FOIPPA. Personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose.

Attachment A - Proposed Agreement for Services

Agreement for Services

for

Contract Number: 2593

Gas Detection Equipment Maintenance and Calibration Program

with

[Consultant Company Name]

Consultants Contract Number: [0000]



AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 202_.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, B.C., V9R 5J6

(the "**City**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]
[address]
[address]

(the "**Contractor**")

OF THE SECOND PART

WHERE AS:

- A. The City called for proposals for **RFP 2593 Gas Detection Equipment Maintenance and Calibration Program** (the "**RFP**"), and the Contractor in reply submitted a proposal. A copy of the RFP is attached as Schedule "A" to this Agreement, and a copy of the Contractor's proposal is attached as Schedule "B" to this Agreement.
- B. The City has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "C" (the "**Services**") to the City on the terms and conditions set out in this Agreement

NOW THEREFORE the City and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the City to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following terms have the following meanings:

- (a) “Agreement” means this agreement and all schedules hereto.
- (b) “Business Day” means any day from Monday to Friday, excluding statutory or civic holidays observed in British Columbia.
- (c) “City’s Designate” means the project manager designated by the City to manage the Agreement.

2.0 TERM AND RENEWAL

2.1 The term of this Agreement is for the period commencing [INSERT DATE] (the “**Commencement Date**”) and terminating on the date that is three years after the Commencement Date (the “**Term**”), subject to earlier termination as provided in Article 8.0 of this Agreement.

2.2 The City may in its sole discretion elect to renew this Agreement for one (1) additional two (2) year term, on the same terms and conditions of this Agreement subject to the approval of any price adjustments. If the Contractor wishes to renew the Term of this Agreement, the Contractor shall, a minimum of ninety (90) calendar days prior to the end of the Term, provide the City with any price adjustments proposed for the renewal term. The City is under no obligation to renew this Agreement at the end of the initial three (3) year term.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the City with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule “C” to the satisfaction of the City;
- (b) designate a project manager who will be responsible for overall management and coordination of the Services and will be available at all times during the normal working hours and shall act as the central point of contact with the City;
- (c) supply all labour, equipment and material, and do all things necessary for the provision of the Services;

- (d) perform the Services for the City with that degree of care, skill and diligence normally utilized by Contractors having similar qualifications and performing duties similar to the Services;
- (e) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (f) at its own expense, obtain and maintain a current City of Nanaimo or Inter-Community Business License for the duration of the Agreement term;
- (g) ensure that all personnel providing the Services hold a current and valid traffic control person certificate issued by BC Construction Safety Alliance, or other organization acceptable to the City;
- (h) use the standards and guidelines of the for all traffic management plans set out in the "Traffic Management Manual for Work on Roadways, 2020", as amended or replaced from time-to-time..
- (i) obtain and maintain in force throughout the Term the insurance required under Schedule "D" to this Agreement;
- (j) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (k) 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 Services;
- (l) not Sub-contract any of its obligations under this Agreement without the City's prior written consent, except as described in the Contractor's Proposal attached as Schedule "B" to this Agreement and in compliance with the requirements outlined in Schedule "G" to this Agreement;
- (m) not commit or purport to commit the City to the payment of any money to any person, firm or corporation, without the City's prior written consent;
- (n) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the City or its authorized representatives upon request;
- (o) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services including but not limited to the Worker's Compensation Act and entire Workers' Compensation Board Occupational Health and Safety regulations for hazardous materials and substances;
- (p) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and

obligations of the Contractor to the City under this Agreement.

- (q) comply with the City's Covid Safety Protocol specified in Schedule "E";
- (r) pay all its employees the minimum pay required by the collective agreement between the City and Canadian Union of Public Employees, Local 401, as set out in Appendix F of the RFP;
- (s) provide the annual fuel reporting consumption worksheet in accordance with the requirements set out in Appendix D of the RFP.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the City that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained personnel, in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

- 5.1 In consideration for the provision of the Services, the City shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "C" to this Agreement, plus any Goods and Services Tax applicable.
- 5.2 No payment for extras shall be made by the City, unless the City's Designate authorizes such extras.
- 5.3 The City reserves the right to reject and/or return invoices containing discrepancies for correction and/or re-invoicing without penalty.
- 5.4 All sums of money payable under this Agreement are in Canadian Dollars.

6.0 DAMAGE

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

7.0 INDEMNIFICATION

- 7.1 The Contractor agrees to indemnify, defend and save harmless the City, including and without limitation, to its Council Members, agents, and employees 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 arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or Contractors, in the performance of the Services.

8.0 TERMINATION

- 8.1 The City reserves the right, at its sole discretion, to terminate the Agreement, in whole or in part, if the Contractor receives three (3) written notices whether consecutive or congruent, for any one or more of the following reasons:
- (a) Failure to deliver the promised Services at the required time and location;
 - (b) Failure to provide qualified personnel to provide the Services;
 - (c) Failure to provide the Services in a manner satisfactory to the City;
 - (d) Performing unsafe acts while on City property that could pose a threat to the safety of the City personnel and/or the public;
 - (e) Using unknown personnel or Sub-contractors or assigning the Services to other legal entities without the permission of the City;
 - (f) Default or arrears standing at WorkSafe BC;
 - (g) Failure to provide the necessary insurance;
 - (h) Expired Business licence;

- (i) Any breach of the obligations under this Agreement; or
- (j) Any other reason considered appropriate by the City.

8.2 If the Contractor becomes insolvent or is assigned into bankruptcy, then the City may terminate this Agreement by written notice to the Contractor.

8.3 Either party may terminate this Agreement, without cause, at any time by giving not less than thirty (30) days written notice or as mutually agreeable, with the option to give notice with ninety (90) calendar days' written notice.

8.4 In the event that this Agreement is terminated, the City will be under no further obligation to the Contractor, except that the City shall pay the Contractor for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the City for damages or costs incurred by the City or any of its elected officials, officers or employees or any person on behalf of the City arising from the Contractor's default.

9.0 CONFIDENTIALITY

9.1 The Contractor shall not disclose any information, data or confidential information of the City to any person, other than representatives of the City duly designated for that purpose in writing by the City, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

10.0 Proponent Performance

10.1 The Successful Proponent will be evaluated on its performance throughout the term of the Agreement. Contractors achieving a less than satisfactory rating under the evaluation will be notified and required to create and implement a corrective action plan that addresses any shortfall in performance. If the Contractor fails to create or implement the corrective action plan or if its performance level does not improve, the City may take further action including but not limited to cancelling the Agreement and/or suspension of Contractor from future bidding opportunities.

11.0 DISPUTE RESOLUTION

11.1 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 dispute, claim, or controversy 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, claim, or controversy cannot be resolved by good faith negotiations within thirty (30) Business Days, either party may by notice to the other party refer the matter to mediation. Within seven (7) Business Days of delivery of the notice, the parties will mutually appoint a mediator, where able to do so and practicable. 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 bear its own costs of participating in the mediation.
- (c) **Litigation:** If within ninety (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.

12.0 NOTICE

12.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if delivered by hand to the respective addresses in sub-clause 11.1(c), at the time of delivery;
- (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
- (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the City: 455 Wallace Street
Nanaimo, BC V9R 5J6
Attention: Debbie Benezar
Email: debbie.bezenar@nanaimo.ca

if to the Contractor: **[Insert the Contractor's address for delivery here as well as email and fax contact information]**

13.0 TIME

13.1 Time is of the essence of this Agreement.

14.0 FORCE MAJEURE

- 14.1 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, pandemics, strikes, work stoppages, slowdowns, or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities.

15.0 BINDING EFFECT

- 15.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

16.0 SURVIVAL OF CERTAIN COVENANTS

- 16.1 The covenants and agreements contained in sections 3.1(o), 6.1, 7.1 and 9.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

17.0 RELATIONSHIP

- 17.1 The legal relationship between the Contractor and the City is that of an independent Contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the City to be that of employee and employer.

18.0 NO ASSIGNMENT

- 18.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the City, which may be withheld for any reason.

19.0 WAIVER

- 19.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

20.0 ENTIRE AGREEMENT

- 20.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties with respect to the matters herein.

21.0 INVALIDITY

- 21.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

22.0 CONFLICT

- 22.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

23.0 AMENDMENT

- 23.1 This Agreement may not be modified or amended except by the written agreement of the parties.

24.0 LAW APPLICABLE

- 24.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

25.0 HEADINGS

- 25.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

26.0 INTERPRETATION

- 26.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

27.0 COUNTERPART

- 27.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.



Gas Detection Equipment Maintenance and Calibration Program
REQUEST FOR PROPOSAL 2593

IN WITNESS HEREOF the City and the Contractor have executed this Agreement as of the day, month and year first above written.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____ 202_ on behalf of the Consultant (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>	<p>SIGNED on the ____ day of _____ 202_ on behalf of the City by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
---	--

SCHEDULE "A"
RFP

[INSERT RFP]

**SCHEDULE "B"
PROPOSAL**

[INSERT PROPOSAL]

SCHEDULE "C"
SERVICES AND FEES / INVOICING

C.1 SERVICES

- The Contractor agrees to provide the services in accordance with the requirements and specification set out in Article 5.0 of the RFP attached hereto as Schedule "A"

C.2 FEES / INVOICING

- The City shall pay the proposed rates set out in Schedule "A" of the Contractor's Proposal for all work assignments, in accordance with specifications and requirements of the RFP attached hereto as Schedule "A".
- If there is a work assignment that is beyond the scope of the proposed rates because the work assignment is longer in length or requires additional personnel than what is provided by a proposed rate, then upon approval from the City, the Contractor may charge an additional agreed upon rate.
- Invoices shall be sent to the City's Accounts Payable Department at the following email address; finance.division@nanaimo.ca and should include as a minimum:
 - Purchase Order number;
 - Project number or cost centre, as applicable;
 - City contact full name (first and
 - Applicable taxes shown as a separate line item.
- The City shall pay invoices thirty (30) days from receipt of an accurate invoice. Electronic Funds Transfer (EFT) into the Contractor's bank account is the preferred method of payment.

SCHEDULE "D"
INSURANCE

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Agreement term the following insurance with insurers licensed in the Province of British Columbia: and in forms and amounts acceptable to the City of Nanaimo. All policies 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 five million (\$5,000,000) 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;
- iii. Include a cross liability clause; and
- iv. Completed operations liability.

Operations of insured: Sales of HVAC Equipment & Gas Detection Systems including service of gas detection systems.

Automobile Liability Insurance covering both owned and non-owned automotive vehicles. This policy shall be written with a minimum five million (\$5,000,000) 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.

Pollution Liability the Contractor must obtain Total *Pollution* Exclusion insurance, and maintain it in force throughout the duration of the Agreement, in an amount not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

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 it required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this section.

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.

SCHEDULE "E"
COVID SAFETY PROTOCOLS

The Contractor must adhere to the City's COVID-19 safety protocols including but not limited to:

1. Fit For Duty Questionnaire

Each day that personnel are required to attend the site, the Contractor's personnel shall fill out the COVID-19: Fit for Duty Questionnaire, which is attached as Appendix G and return to the City's onsite supervisor.

2. If you are sick, stay home

The symptoms of COVID-19 are similar to other respiratory illnesses, including the flu and common cold. They include cough, sneezing, fever, sore throat, and difficulty breathing. If you have any of these symptoms, stay home. Call 8-1-1 or use the [BC COVID-19 Self-Assessment Tool](#) to help determine if you need further assessment or testing for COVID-19.

3. Physical distancing

Minimize your contact with others through physical distancing by keeping two metres or more apart when on our worksites.

In the event that social distancing of 2 meters cannot be accomplished while working on site, the Contractor's personnel are encouraged to bring and wear masks and gloves.

4. Travel

If any of the Contractor's personnel have travelled out of the Country they are not permitted on City worksites for 14 days.

5. Wash your hands

To help reduce your risk of infection, the Contractor's Personnel shall:

- Wash their hands often with soap and water for at least 20 seconds. If a sink is not available, and their hands are not visibly soiled, use alcohol based hand rubs (ABHR) to clean their hands
- If a sink is not available and their hands are visibly soiled, use a wipe and then ABHR to effectively clean their hands.
- Not touch their face, eyes, nose, or mouth with unwashed hands.
- Cover their mouth and nose with a disposable tissue or the crease of their elbow when they sneeze or cough.

- Regularly clean and disinfect frequently touched surfaces.
- Not share food, drinks, utensils, etc.

6. Changes in COVID-19 Safety Protocols

As events and situations change, the City reserves the right to put in place more stringent measures to protect the health and well-being of all participants at the work sites. In the event this happens, Contractor's personnel will be made aware of the requirements and will be given adequate time to prepare.

SCHEDULE "F"
SUB-CONTRACTORS

Where there are Sub-contractors to be employed during the term of this Agreement, if any, then:

- a. The Contractor will bind all approved Sub-contractors to the terms of the Agreement, as applicable to the Sub-contractor's Work.
- b. The Contractor will preserve and protect the rights of the City with respect to any Services performed under Sub-contract and incorporate the terms and conditions of this Agreement into all Sub-contracts as necessary to preserve the rights of the City under this Agreement.
- c. The Contractor shall require each of its Sub-contractors to provide comparable insurance to that set forth herein.
- d. The Sub-contractor must comply with all conditions and safety regulations of WorkSafe BC, must be in good standing, and must maintain this standing throughout the term of the Agreement.
- e. All Sub-contractor(s) are the responsibility of the Contractor.
- f. The Contractor will be as fully responsible to the City for acts and omissions of Sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.



SCHEDULE "G"
Itemized Rates