



**CITY OF GRAND FORKS**  
**REQUEST FOR PROPOSAL**  
**Potable Water Reservoir Cleaning and**  
**Inspection**  
**RFP # PW2017-06-RFP**

**Date of Issue:** December 21, 2017

**Overview of Requirements**

The intent of this *Request for Proposal* (“RFP”) is to provide proposals regarding the procurement of services for the cleaning and inspection of the City of Grand Forks’ East Zone and High Zone active potable water reservoirs without service interruption.

All proposals marked “**City of Grand Forks, PW2017-06-RFP, Confidential – Do Not Open**”, will be received by **2:00 PM, local time on or before January 25th, 2018** at:

City of Grand Forks,  
7217 4th Street  
Grand Forks, BC  
V0H 1H0  
Attention: Deputy Corporate Officer

Or emailed to: [corporate@grandforks.ca](mailto:corporate@grandforks.ca)  
Subject Line: PW2017-06-RFP Potable Water Reservoir Cleaning and Inspection

Note: Faxed Submissions will **NOT** be accepted.

## Table of Contents

Designated Contact Person .....	3
1. General Information.....	3
2. Submission Requirements.....	5
3. Evaluation .....	6
4. Specifications .....	6
Schedule A: Timeline of Activities.....	7
Schedule B: Scorecard.....	8
Schedule C: Reservoir Specifications .....	9
Schedule D: Terms and Conditions .....	11
Schedule E: Form of Agreement.....	12
Appendix A: Cover Page .....	15
Appendix B: Mandatory Components .....	16
Appendix C: Mandatory Clearance Documentation .....	17
Appendix D: Fee Schedule .....	18
Appendix E: Proponent Information .....	19
Appendix F: Certification Document.....	20

## Designated Contact Person

Attention: Dean Chapman  
City of Grand Forks  
Phone: 250.442.4148  
E-mail: [dchapman@grandforks.ca](mailto:dchapman@grandforks.ca)

## 1. General Information

### 1.1. Definitions

Throughout this Request for Proposal, terminology is used as follows:

- a) "must", "mandatory", "will" or "required" means a requirement that must be met in order for a proposal to receive consideration;
- b) "should", "may" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

### 1.2. Timeline

Please see Schedule A for the RFP timeline of activities including the closing date, questions, submission deadline, and other valuable information.

### 1.3. Questions and Answers

All enquiries related to this RFP are to be directed, in writing, to the City of Grand Forks Designated Contact Person on or before the deadline found in Schedule A. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses, including addenda, will be recorded and will be posted.

Notification of change will not automatically be sent to Proponents. All addenda must be acknowledged in your submission on the Certification Document (Appendix F).

### 1.4. Non-Solicitation

Proponents and their agents will not contact any City staff member, officer or Council member with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the proposal of any proponent that makes any such contact.

In the case of a Proponent having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Designated Contact Person within five working days of notice of removal, stating clearly the reason(s) they feel their submission should be reinstated. Under this process the Chief Administrative Officer, at his/her sole discretion, will make the final decision.

### 1.5. No Obligation to Proceed

Although the City fully intends at this time to proceed through the RFP process, the City is under no obligation to complete the RFP process.

### 1.6. Changes to Proposal

No changes to any submitted proposal will be allowed after the due date except anything requested by the City for purposes of clarification.

### **1.7. Modification of Terms**

The City reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

### **1.8. Proponent Expenses**

Proponents are solely responsible for their own expenses in preparing a proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

### **1.9. Prices and Delivery Point**

- All prices submitted shall be in Canadian funds.
- Net Unit price shall be shown with GST and PST shown separately.
- All taxes, duties, levies, insurance in freight, freight and warranty and anything else pertaining to the design, supply & delivery shall be included in the Net Unit price.
- Options will be shown separately where possible.
- Equipment shall be delivered D.D.P. (destination duty paid), Incoterms 2010, to the City of Grand Forks' works yard or work site.

### **1.10. Ownership of Proposals**

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

### **1.11. Confidentiality of Information**

All Proponents and any other person who through this RFP process gains access to confidential financial information of the City are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any Contract for service which arises out of this RFP process.

Information pertaining to the City obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the City.

## 2. Submission Requirements

### 2.1. General

Sealed submissions, clearly marked on the outside of the envelope with the words "**City of Grand Forks, PW2017-06-RFP, Confidential – Do Not Open**", will be received at the office of Corporate Services, on or before the deadline in Schedule A.

- Submissions will not be opened publicly.
- Email submissions will be accepted.
- Faxed Proposals **WILL NOT** be accepted.
- Late submissions will not be accepted and will be returned unopened.
- Proponents may submit more than one set of options in a proposal.
- A complete proposal includes all appendices.
- Bids that are deemed to be incomplete shall be disqualified.

### 2.2. Format and Sequence

The following format and sequence must be followed to provide consistency in Proponent proposals and ensure each Proposal receives full consideration.

- Cover Page (Appendix A)
- Mandatory Components (Appendix B)
- Mandatory Clearance Documentation (Appendix C)
- Fee Schedule (Appendix D)
- Proponent Information (Appendix E)
- Certification Document (Appendix F)

### **3. Evaluation**

#### **3.1. Evaluation Process**

Evaluation of proposals will be by a committee formed by the City. Incomplete proposals will be rejected without further consideration. Proposals not including the mandatory components list in Appendix B will be considered incomplete. Complete proposals will be evaluated and scored as per the scorecard (Schedule B). By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding. The City reserves the right to interview for clarification; any or all Proponents, after the RFP closing date.

The City of Grand Forks reserves the full right in its sole discretion and according to its own judgement of its best interest to reject any or all tenders; waive any defect or deficiency in a tender which does not materially affect the tender or the tender price relative to other tenders and accept that tender. The City reserves the right to accept a proposal other than that with the highest evaluated score without stating reasons. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work.

This Request for Proposal does not commit the City to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at an interview meeting with City staff.

#### **3.2. Contract**

This RFP is not an agreement to purchase goods or services. Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

Any resultant award will be made by means of a Form of Agreement (example in Schedule E).

The City is not under any obligation to award a "contract" and may elect to terminate this RFP at anytime.

### **4. Specifications**

#### **4.1. General**

Wherever the Specifications state a brand name, make, name of manufacturer, trade name, or Supplier catalogue number, it is for establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If a product other than that specified is offered, it is the Bidder's responsibility to provide information in its Proposal that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the Specifications describe what is considered necessary to meet the performance requirements of the City and Proponents should consider this in their Proposal or, if the Proponent cannot meet Specifications, the Proponent may identify and offer an alternative which it believes to be an equal or better. Proponents shall clearly indicate any variances from the City's Specifications or conditions and attach descriptive literature/specifications.

#### **4.2. Alternative Proposal**

Alternative proposals that meet similar objectives but use a different approach; will be accepted and evaluated.

**Schedule A: Timeline of Activities**

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Date
Issue RFP	December 21, 2017
Question Period Closing	January 5, 2018
Addendum Posting Deadline (2:00 PM)	January 12, 2018
RFP Closing (2:00 PM)	January 25, 2018
Select Preferred Proponent	February 8, 2018
Contract in Place with Preferred Proponent	February 15, 2018
Delivery of Goods/Service	To be determined, 2018

**Schedule B: Scorecard**

Appendix A: Cover Page	/1
Appendix B: Mandatory Components	/1
Appendix C: Mandatory Clearance Documentation 1. Insurance /5 2. Qualifications /5 3. WorkSafe BC /5 4. Equipment /5 5. Operations Manual /5 6. Quality Control Program /5 7. Safety Program /5 8. Spill Response Plan /5 9. Risk Assessment /5	
Appendix D: Fee Schedule	/30
Appendix E: Proponent Information	/15
Appendix F: Certification Document	/3
Overall Impression & Professionalism	/5



## Schedule C: Reservoir Specifications

### East Zone Reservoir



The East Zone Reservoir is a single-celled, ground embedded reservoir, with a depth of 4 m to 4.5 m. It is constructed of concrete with a Hypalon liner and a floating membrane. The total floor area is 1,300 m<sup>2</sup> and it stores approximately 4,000m<sup>3</sup> of potable water.

## High Zone Reservoir



The High Zone Reservoir is a single-celled, ground embedded reservoir, with a depth of 7 m. It is constructed of concrete. The total floor area is 94 m<sup>2</sup> and it stores 450 m<sup>3</sup> of potable water.

## **Schedule D: Terms and Conditions**

The following Terms & Conditions must be adhered to prior to and during the project.

1. Operate during the City of Grand Forks (Public Works) regular working hours (7:00 AM to 3:30 PM).
2. The successful bidder shall obtain a valid City of Grand Forks Business License prior to project commencement.
3. The successful bidder will be required to deliver all supplemental data information, reports, and all other applicable information pertaining to the services. Failure to deliver all the required information may result in a 5% holdback being applied to the price until delivery of services/information is complete.
4. The reservoir cleaning and inspection shall be deemed complete upon approval by the Manager of Operations or designate.
5. Upon completion of the inspection and cleaning of the reservoirs, the Contractor shall provide electronic copies of the following within thirty (30) days of project completion:
  - a. Daily Work Log of Activities
  - b. Comprehensive Final Report; that will include, but is not limited to the following:
    - i. Divers First Hand Report
    - ii. Facility Description
    - iii. Work Description
    - iv. Environment
    - v. The Condition
    - vi. Equipment Used
    - vii. Personnel
    - viii. Remarks and Recommendations
  - c. CCTV Digital Video Reports
6. The Contractor will maintain a record of and provide all fuel consumption data; this will include any fuel consumption associated with the provision of these services. The data provided must include the following: number of vehicles, by vehicle class, used to deliver the contracted service; type of fuel consumed by each vehicle; and liters of fossil fuels consumed in relation to the service delivered under the contract in each vehicle class, from the award date of the contract up to the completion date. The Contractor will supply the fuel consumption data within thirty (30) days of project completion.

## Schedule E: Form of Agreement

### Form of Agreement Contract – PW2017-06-RFP

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BETWEEN:

\_\_\_\_\_  
(Herein called "The Contractor")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE CITY OF GRAND FORKS**

(Herein called "The Corporation")

OF THE SECOND PART

1. In consideration of the covenants and agreements hereinafter contained and to be performed by the Corporation, the Contractor hereby agrees with the Corporation:
  - a) To do all work described in the contract documents, on the terms and conditions herein contained and at the prices herein specified and within the time limited; and,
  - b) To commence and actively proceed with the work within fourteen (14) days from the date of receiving notice from the Corporation to proceed with the work.
2. The Contract documents include this agreement and the following documents:
  - a. Request for Proposal PW2017-06-RFP.
  - b. Contractor's Proposal as received by the City.
  - c. The Notice of Award.
3. In consideration of the performance by the Contractor of all and singular the covenants and agreements herein contained and to be performed by the Contractor, the Corporation HEREBY COVENANTS AND AGREES with the Contractor that it will pay the Contractor the sum or sums of money herein specified as payment for the fulfilment of the work.
4. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the specifications, the schedule of quantities and prices, the drawings, the tender including all schedules thereto, the general conditions of contract, and further details and instructions in explanation thereof as may from time to time be given by the Corporation, shall be read with and form part of this agreement as if embodied herein.
5. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the Contractor, in entering into and executing this agreement, has relied on his own examination of the site, the access to the site, and on all other data, matters, and things requisite to the fulfilment of the work, and not on any representation or warranty of the Corporation.
6. Communications between the Contractor and the Corporation including all written notices required by the Contract shall be made as set out below:

a. The Corporation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

b. The Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

7. IN THIS AGREEMENT, unless the context otherwise requires, "Contract" shall be construed to mean and include this agreement.
8. WHENEVER in this agreement it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.
9. All grants, covenants, provisions and claims, rights, powers privileges and liabilities contained in this agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors, and assigns, in the same manner as if the words had been inscribed in all proper and necessary places, and in the event of more than one person being the Contractor, the said grants, covenants, provisions and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
10. WHEREVER the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.
11. IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

\_\_\_\_\_  
Full legal name of Contractor

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

EXAMPLE

**Appendix A: Cover Page**

PW2017-06-RFP  
Potable Water Reservoir Cleaning and Inspection

*Contact Information:*

**Appendix B: Mandatory Components**

Appendix A: Cover Page	
Appendix B: Mandatory Components	
Appendix C: Clearance Documentation	
Appendix D: Fee Schedule	
Appendix E: Proponent Information	
Appendix F: Certification Document	

\_\_\_\_\_   
Date

\_\_\_\_\_   
Signature (Contractor)



## **Appendix C: Mandatory Clearance Documentation**

Provide all documentation listed below with the proposal submission.

### **1.0 Comprehensive General Liability Insurance**

Evidence that the Contractor is covered by liability insurance with a minimum third-party coverage of five million dollars (\$5,000,000) with the City of Grand Forks named as an additional insured.

### **2.0 Qualifications**

Provide the following in relation to qualifications:

- British Columbia - Commercial Diver Certification
- Evidence of the ability to legally and competently able to preform the cleaning and inspection requirements as specified
- Indicate years of experience

### **3.0 WorkSafe BC**

Provide a copy of WorkSafe BC Clearance Letter.

### **4.0 Equipment**

Evidence that all equipment meets or exceeds all Provincial standards to be used within a functioning potable water reservoir.

### **5.0 Operations Manual**

Provide a copy of your Operations Manual for Reservoir Cleaning and Inspection. The Operations Manual will include, but is not limited to:

- Method of diving as well as equipment and materials used
- Indicate the number of assigned divers, as well as vacancy backfill procedures for vacation and sick time
- Method and equipment for isolating and sterilizing the diver prior to entry in to potable water
- Method and equipment for sterilizing the reservoir opening prior to diving
- Method and equipment for sterilizing the equipment prior to usage in the reservoir
- Inspection method including all equipment used
- Cleaning method including all equipment used
- Specify any chemicals that will be used in or around the reservoir (include any applicable MSDS sheets), its method of storage and disposal
- Specify any waste that will be created, its method of disposal and how it is determined as to whether there are any residual chemicals
- Specify the water content of the slurry that is pumped from the reservoir during the cleaning process (percentage)

### **6.0 Safety and Quality Control Documentation**

Quality Control Program

Safety Program for Reservoir Cleaning and Inspection

Spill Response Plan

Risk Assessment Report

**Appendix D: Fee Schedule**

	Item	Bid Unit Rate (\$)	Extended (\$)
1.	Completed Project		
2.	Equipment, Transport, Travel, MOB/DE-MOB		
3.	Accommodation, Living Out Expense		
	Freight		
	Environmental Levy		
	PST		
	GST		
	Total Price		

Please use additional forms or sheets formatted similar to the above in the event that the space provided is not sufficient.

### Appendix E: Proponent Information

Legal Name and Address

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Ownership Structure

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References (Provide three British Columbian municipal references that have contracted your services. The City of Grand Forks reserves the right to contact references that are not supplied from this solicitation.)

Company	Contact Person	Telephone	Email

Payment Terms (i.e. Invoicing)

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## Appendix F: Certification Document

### Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Grand Forks. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Print Name and Title of Authorized Signing Officer(s): \_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Signing Officer(s): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Acknowledgement of Addenda

We acknowledge the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Date signed: \_\_\_\_\_