



# qathet REGIONAL DISTRICT

## Myrtle Pond Water System Caretaker Request for Tender

**TENDER NUMBER: 1220-289**

**ISSUE DATE: FRIDAY, JANUARY 19, 2023**

**CLOSING LOCATION:**

#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

**CLOSING DATE AND TIME:**

Friday, February 17, 2023 – 4:00 pm Pacific Time

**CONTACT INFORMATION:**

Patrick Devereaux  
Manager of Operational Services

Tel: 604-485-2260  
Email: [operations@qathet.ca](mailto:operations@qathet.ca)

**NOTE: This RFT contains MANDATORY requirements. All mandatory requirements must be met, or your Tender will not be reviewed**

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## **1. REQUEST FOR TENDER**

### **1.1 Purpose**

qathet Regional District (qRD) seeks a contractor to manage and maintain the Myrtle Pond Water System on a fee for service basis. A contract will be awarded for the period ending December 31, 2023. The contract may be renewed depending on contractor performance and regional district requirements at that time.

Sealed Tenders must be submitted to qRD at the Closing Location and before the Closing Date and Time as indicated on the cover page of this RFT.

For further information and all inquiries, contact Patrick Devereaux, Manager of Operational Services, 604-485-2260, [operations@qathet.ca](mailto:operations@qathet.ca).

### **1.2 Background & Description**

The Myrtle Pond Water System is located in the vicinity of Myrtle Rocks approximately 3 km. south of the municipal boundary. A map showing the service area boundaries is attached.

The service supplies 79 developed lots and 5 undeveloped lots with a total of 84 lots. The existing boundary of the water system includes 79 developed lots (101 Single Family Equivalent and a population of 222) that are already connected to the system and 5 undeveloped lots (47 Single Family Equivalent and a population of 104) that will connect to the existing system. The expanded boundary of the water system will include 172 lots with a total of 236 Single Family Equivalent and a population of 519.

A new treatment facility was built in 2014 and delivered and commissioned in January 2015. The system is governed by a Permit to Operate from Vancouver Coastal Health. A new water reservoir has been constructed and is now operational.

### **1.3 Registration of Intent to Respond**

If you intend to submit a Tender for the Myrtle Pond Water System Caretaker, qRD can supply you directly with any Addenda or other correspondence related to this RFT. Email [operations@qathet.ca](mailto:operations@qathet.ca) to advise of your intent to submit a Tender. Please provide the following information in your email:

- a) Statement that you intend to respond to the Myrtle Pond Water System Caretaker RFT
- b) Company Name
- c) Company Address
- d) Contact Name
- e) Title or Position
- f) Contact Phone Number
- g) Contact Email

This option is offered for convenience only. It remains the sole responsibility of the Proponent to check for Addenda on BC Bid or the qRD website.

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 Definitions

Throughout this Request for Tender, the following definitions apply:

**“Addenda”** means all additional information regarding this RFT, including amendments to the RFT;

**“BC Bid website”** means the BC Bid website located at [www.new.bcbid.gov.bc.ca](http://www.new.bcbid.gov.bc.ca);

**“Closing Date and Time”** means the closing date and time for this RFT indicated on the cover page of this RFT;

**“Closing Location”** means the location for submissions of this RFT indicated on the cover page of this RFT;

**“Contract”** means the written agreement resulting from this RFT executed by qRD and the successful Proponent as drafted in Appendix B;

**“Contract Documents”** has the meaning set out in Section A-3 of the Draft Agreement Between qRD and Contractor (Appendix B);

**“Contractor”** means the successful Proponent to this RFT who enters into a Contract with qRD;

**“Must”**, or **“mandatory”** means a requirement that must be met in order for a Tender to receive consideration;

**“Proponent”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a Tender in response to this RFT;

**“qRD”** means qathet Regional District;

**“qRD website”** means the website located at [www.qathet.ca](http://www.qathet.ca);

**“Request for Tender”** or **“RFT”** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by qRD by Addenda;

**“Should”**, or **“may”** means a requirement having a significant degree of importance to the objectives of this RFT;

**“Tender”** means a written response to this RFT that is submitted by a Proponent; and

**“Works”** means details related to the scope of Works that are presented in Appendix D of this Request for Tender (RFT)

### 2.2 Submission of Tenders

Tenders must be submitted in a sealed envelope with the subject line:

**qathet Regional District  
Myrtle Pond Water System Caretaker**

and shall be filed with:

Patrick Devereaux, Manager of Operational Services  
qathet Regional District  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2  
(Closing Location)

**no later than 4:00 pm Pacific Time on Friday, February 17, 2023** (Closing Date and Time). Oral, telephone, fax or e-mail submission of tenders or modifications **will not** be accepted.

Sealed Tenders must include a copy of Section 1.5 of the Invitation to Tender page signed by an officer, employee or representative of the Proponent that confirms the Proponent's intent to be bound to the terms and conditions of the Contract Documents.

For further information and all inquiries, contact Patrick Devereaux, Manager of Operational Services, 604-485-2260 or [operations@qathet.ca](mailto:operations@qathet.ca).

Late submissions will not be considered. Oral, telephone, fax or e-mail submission of Tenders or modifications will not be accepted.

At the time of submission of the Tender, the Tender Submission Form (Appendix A) must be signed. The General Service Agreement between qRD and Consultant (Appendix C) will not be signed until the Tender has been awarded and accepted.

### **2.3 Form of Tender**

The Tender Submission Form (Appendix A), including the following:

- Fees for Service
- Contractor Certification
- Statement of Proponent's Experience in Similar Works
- Skills and Experience
- References

must be completed in its entirety and signed at the time of submission of the Tender by an officer, employee or representative having authority to bind the Proponent by that signature. Failure to complete the Tender Submission Form will cause your Tender to be rejected. See Section 2.16 Mandatory Requirements. The Draft Agreement Between qRD and Contractor (Appendix B) and the WorkSafeBC Safety Agreement (Appendix C) will not be signed until the Tender has been awarded and accepted.

### **2.4 Irrevocable Offer**

Tenders are irrevocable after the Closing Date and Time and shall remain open for acceptance for a period of ninety (90) calendar days after the Closing Date and Time.

qRD may at any time within such period accept this Tender whether any other Tender has previously been awarded or not.

## **2.5 Tender Acceptance/Rejection/Cancellation By qRD**

The RFT shall not be construed as an agreement to purchase goods or services. The RFT does not commit qRD in any way to award a Tender. qRD's acceptance of any Tender is contingent upon having sufficient funds for the project and if qRD considers that all Tenders are priced too high, it may reject them all. The lowest or any Tender may not necessarily be accepted. qRD reserves the right to reject any and all Tenders for any reason or to accept any Tender in whole or in part on the basis of the Tenders received which qRD, in its sole unrestricted discretion, deems most advantageous to itself. Tenders that do not meet the mandatory requirements listed under Section 2.16 will be rejected. qRD reserves the right to cancel this RFT at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

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

The Proponent acknowledges qRD's rights under this clause and absolutely waives any right of action against qRD for qRD's failure to accept its Tender whether such right of action arises in contract, negligence, bad faith or any other cause of action.

## **2.6 Litigation**

qRD may, in its absolute discretion, reject a Tender submitted by a Proponent if the Proponent, or any officer or director of the Proponent, is or has been engaged either directly or indirectly through another corporation in a legal action against qRD, its elected or appointed officers and employees in relation to:

- a) any other contract for Works or services; or
- b) any matter arising from the qRD's exercise of its powers, duties, or functions under the *Local Government Act* or another enactment, within five years of the date of the public process.

In determining whether to reject a Tender under this clause, the qRD will consider whether the litigation is likely to affect the Proponent's ability to work with the qRD, its consultants and representatives and whether the qRD's experience with the Proponent indicates that the qRD is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

## **2.7 Tender Withdrawal or Revisions by Proponent**

Tenders may be withdrawn by a Proponent by written notice provided such a notice of withdrawal is received prior to the Closing Date and Time. Tenders withdrawn will be destroyed.

Revisions to a Tender already received may be submitted by electronic mail to [operations@gathet.ca](mailto:operations@gathet.ca) prior to the Closing Date and Time. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusions of particular words. A Proponent is encouraged to confirm receipt of any revisions.

## **2.8 Proponent's Responsibility**

### **Terms and Conditions**

Each Proponent is responsible to review and understand the terms and conditions of this RFT and the Works being requested. Each Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFT, and to prepare and submit its Tender. qRD will not be responsible for any loss, damage or expense incurred by an Proponent as a result of any inaccuracy or incompleteness in this RFT or as a result of any misunderstanding or misinterpretation of the terms of this RFT on the part of any Proponent.

### **Location of Works**

Each Proponent shall, before submitting their Tender, satisfy themselves as to the nature and location of the Works and local conditions which might have a bearing on their Tender and the fulfillment of all Works.

### **Supply of Equipment and Materials**

The Contractor shall be responsible to supply all equipment needed preliminary to and during the execution of the Works unless stated otherwise in the Contract Documents. The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the Works as outlined in Scope of Works (Appendix D).

### **Scope of Work**

The Contractor shall carry out the duties and responsibilities related to the delivery of maintenance and inspection services for the Myrtle Pond Water System as outlined in Appendix D.

## **2.9 Proponent's Expenses**

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

## **2.10 Liability for Errors**

While qRD has used considerable effort to ensure an accurate representation of information in this RFT, the information contained in this RFT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by qRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFT is



intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

## **2.11 Modification of Terms**

qRD reserves the right to modify the terms of this RFT at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal Addenda.

## **2.12 Omissions or Discrepancies**

If a Proponent finds any inconsistencies, errors, omissions or discrepancies in the RFT or its associated Contract Documents, or is in doubt as to their meaning, they shall immediately notify qRD in writing to the Closing Location or by email to [operations@gathet.ca](mailto:operations@gathet.ca). Every request for an interpretation or information by a Proponent shall be made in writing to qRD. Any interpretation of, addition to, deletion from or any corrections to this RFT or its associated Contract Documents will be issued as written Addenda posted on BC Bid and the qRD website.

## **2.13 Addenda**

All questions must be submitted in writing to the Closing Location address or by email at [operations@gathet.ca](mailto:operations@gathet.ca). qRD reserves the right to share, with all Proponents, all questions and answers related to this RFT or its associated Contract Documents in the form of Addenda. All Addenda become part of the Contract Documents and must be considered when submitting a Tender. Verbal answers are binding only when confirmed by written Addenda. Information obtained from any other source is not official and should not be relied upon. All Addenda will be posted on BC Bid and on the qRD website. It is the sole responsibility of the Proponent to check for Addenda on one of these sites. The cut-off for submitting any questions related to this RFT will be 4:30 pm, five (5) working days prior to the Closing Date and Time. Questions received after this date and time may not be answered.

## **2.14 Tender Price**

The Total Tender Amount provided by the Proponent on the Tender Submission Form (Appendix A) shall be a lump sum price, inclusive of applicable taxes, and shall be accepted as full compensation for the Works and everything supplied and done in connection therewith as described in the Contract Documents.

The Total Tender Amount shall include all costs of every kind and profit thereon including, but not limited to, all office charges, supervision, transport, labour and materials; the provision, maintenance, use, and efficient repair of all equipment and temporary Work of every description, and the performance of all Works that may be required for the proper execution and completion of the Works in accordance with the Contract Documents even though such Work and/or service may not be fully detailed in the Contract Documents.

Proponents must obtain their own information on all matters and things that may in any way influence them in making their Tender and fixing the rates entered by them in the Statement of Prices.

In order to ensure a competitive Tender process, qRD will not disclose a budget amount for this project.

## 2.15 No Increase In Rates

No claim for increase in rates or other prices quoted in the Tender Submission Form (Appendix A) will be entertained after Closing Date and Time, nor shall the Proponent be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that they were given any promise or guarantee by qRD or their agents or employees or any other person.

## 2.16 Mandatory Requirements

Those Tenders passing the mandatory requirements identified below will be further evaluated against the criteria listed in Section 2.17 Evaluation of Tender. Tenders not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

Receipt of Tender at the Closing Location by the Closing Date and Time	
Tender Submission Form (Appendix A), all sections complete and signed by authorized signatory	

## 2.17 Evaluation of Tender

Tenders that meet all of the mandatory criteria will be further evaluated based on the following criteria:

Desirable/Point-rated Criteria	Points Assigned
<b>a) Price</b>	<b>40</b>
<ul style="list-style-type: none"> <li>• Lowest price to qRD of completing the Works.</li> <li>• Proponent's Score =</li> <li>• <math>\frac{\text{Lowest Price Meeting Mandatory Requirements}}{\text{Proponent's Price}} \times 40</math></li> </ul>	
<b>b) Experience</b>	<b>60</b>
<ul style="list-style-type: none"> <li>• Proven related experience in successfully delivering similar project(s) of this scope as indicated on the Statement of Proponent's Experience in Similar Works and as confirmed through enquiries made by qRD.</li> <li>• Proponents are encouraged to provide information for references and projects not administered by the qRD.</li> </ul>	
<b>Total evaluation points</b>	<b>100</b>

Tenders will be evaluated in private, including Tenders that were opened and read in public, if applicable.

The evaluation process, conducted at the discretion of qRD, will be based on the above evaluation criteria and qRD may consider and apply the results of that evaluation in a manner that qRD considers is to its best advantage and, without limiting the generality of

the foregoing, the price to complete the Works is not the only or primary criterion to be used by qRD in awarding the Tender.

During the evaluation process, Proponents may be required to provide clarification to statements made in their Tenders or to supply further documents or information which will then form part of their Tender. qRD reserves the right to seek additional references independent of those supplied by the Proponent. qRD reserves the right to make enquiries regarding the qualifications and experience of any one or more of the Proponents. qRD is not obligated to make the same requests from, or enquiries regarding all Proponents.

[If there are any obvious discrepancies, errors or omissions in the Statement of Prices in the Tender Submission Form (Appendix A), qRD shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Tender as submitted, and in particular:

- a) if there is a discrepancy between a unit price and the extended total, then the unit price shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

## **2.18 Award of Tender**

In accordance with its Procurement Bylaw, qRD offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that qRD will receive the best overall value for the goods and services it requires.

qRD reserves the right, at its discretion, to negotiate with any Proponent that qRD believes has the most advantageous Tender, or with any other Proponent or Proponents concurrently. In no event will qRD be required to offer any modified terms to another Proponent prior to entering into a Contract with the successful Proponent and qRD shall incur no liability to any other Proponent as a result of such negotiations or modifications.

The acceptance of this Tender and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Notice of Award is issued and the Contract Documents are fully executed. Upon receipt of the documents identified in Section 2.22 Submission of Documents, a Notice to Proceed will be issued. No work shall take place on site until a Notice to Proceed is issued.

## **2.19 Contract Execution**

A Proponent who is awarded the Tender is required to accept and execute the Contract Documents within five (5) working days following receipt of the Notice of Award. If notice

is sent by mail, it will be considered received by Proponent five (5) working days after mailing.

Failure to execute the Contract Documents within the time limit shall constitute a breach of agreement. qRD may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFT process and not enter into a Contract with any of the Proponents.

## **2.20 Insurance**

The Contractor must have the ability to comply with the insurance requirements of the Contract Documents. The Contractor must further comply with the *Workers' Compensation Act of British Columbia* and must be in good standing during the term of the Contract. The Contractor must sign and remit the "WorkSafeBC Safety Agreement" (Appendix C) and supply a WorkSafeBC Clearance Letter to qRD upon Tender award and acceptance. The costs for providing all insurances shall be included in the Total Tender Amount.

## **2.21 Indemnification**

The Proponent acknowledges that qRD does not owe a duty of care to the Proponent in the preparation of the RFT, supply of oral or written information to Proponents, review of Tenders or the carrying out of qRD's responsibilities under this RFT. The Proponent waives for itself, its successors and assigns, the right to sue qRD in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this RFT, supply of oral or written information to Proponents, review of Tenders, or the carrying out of qRD's responsibilities under this RFT.

## **2.22 Submissions of Contract Documents**

The Contractor is required to provide qRD with the following documents within five (5) working days of the Contract execution.

- a) Two copies of the original signed "Agreement between qRD and Contractor" (Appendix B)
- b) "WorkSafeBC Safety Agreement" (Appendix C)
- c) Certificate of Commercial General Liability Insurance, listing qRD as an "Additional Insured" (supplied by Contractor)
- d) Proof of Motor Vehicle Insurance (supplied by Contractor)
- e) WorkSafeBC Clearance Letter (supplied by Contractor)

## **2.23 Invoicing and Payment**

The qRD will only pay for the materials and supplies required for the regular maintenance and repair services provided under the management contract; these must be ordered in accordance with the Regional District purchase order system.

## **2.24 Ownership of Documents & Freedom of Information**

All documents submitted in response to this RFT shall become the property of qRD and as such will be subject to the disclosure provisions of the *Freedom of Information and*

*Protection of Privacy Act* and any requirement for disclosure of all or a part of a Tender under that *Act*.

The requirement for confidentiality shall not apply to any Tender that is incorporated into a Contract for the Works. Further, qRD may disclose the recommended Proponent's Total Tender Amount and combined total evaluation score to the qRD Board at a public meeting, when making a recommendation for the award of the Tender.

## **2.25 Confidentiality**

The Proponent agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Proponent by qRD or otherwise produced, developed or known by the Proponent in responding to this RFT and/or providing this service under Contract (collectively the "Confidential Information") will not be published or disclosed to any third party during or after the RFT and/or Contract except as otherwise authorized by qRD. This section shall survive the termination of the Contract.

## **2.26 Conflict of Interest/No Lobbying**

The Proponent shall disclose in its Tender any actual or potential conflict of interest and existing business relationship it may have with qRD, its elected or appointed officials or employees. Otherwise, by submitting a Tender, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFT. A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in qRD's opinion, give rise to an actual or potential conflict of interest in connection with the services described in this RFT. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFT or a relationship with any employee, contractor or representative of qRD involved in preparation of this RFT, participating in the evaluation of Tenders or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the qRD Contact identified on the cover page of this RFT prior to submitting a Tender.

A Proponent must not attempt to influence the outcome of the RFT process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly, with any employee, contractor or representative of qRD, including any elected officials of qRD, or with the media, may result in disqualification of the Proponent.

## **2.27 Collusion**

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

**2.28 Law**

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

**2.29 Time is of the Essence**

Time is of the essence in this contract.

**2.30 Force Majeure (Act of God)**

Neither party shall be liable for any failure of or delay in the performance or execution of this RFT or its associated Contract Documents for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

**TENDER SUBMISSION FORM**

(to be completed and submitted by Proponent as per Instructions to Proponents)

**TO: qathet Regional District**  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

Chair and Members of the Board,

The undersigned Proponent, having carefully examined Tender No. 1220-284 and its associated Contract Documents and the locality of the proposed Works, and having full knowledge of the Works required and of the equipment and materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour, and equipment and perform and complete all Works and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered \_\_\_\_ to \_\_\_\_ for the prices stated in the Tender Submission Form Statement of Prices” at which prices the cost of the Works set out therein would amount to:

**TOTAL TENDER AMOUNT OF \$ \_\_\_\_\_**

Including GST at 5% as indicated on Statement of Prices. Total Tender Amount is in Canadian funds.

The undersigned also agrees:

1. That qRD is in no way obligated to accept this Tender.
2. That the Proponent has reviewed and accepts the terms and conditions of the RFT as set out in the Contract Documents, and without limiting the foregoing agrees:
  - a) To be bound by the statements and representation made in its Tender;
  - b) That qRD may conduct its evaluation of the Tender in its sole discretion and may consider and apply the results of the evaluation criteria stated in the Contract Documents in a manner that qRD considers to be to its best advantage;
  - c) That the lowest or any Tender will not necessarily be accepted, and that the price to complete the Works is not the only or primary criterion that qRD may use in awarding the Tender; and
  - d) That qRD reserves the right in its absolute discretion to accept the Tender, which it deems most advantageous to itself and the right to reject any or all Tenders.
3. That Tenders that do not clearly demonstrate that they meet the mandatory requirements will be rejected.
4. That this Tender is made without knowledge of the Tender prices to be submitted for this Works by any other company, firm, or person.
5. That this Tender is made without any connection or arrangement with any company, firm, or person submitting a Tender for this Works.

6. That this Tender is made without any undisclosed connection or arrangement with any other company, firm or person having an interest in this Tender or in the proposed Contract.
7. That this Tender is irrevocable for ninety (90) calendar days after the Closing Date and Time and that qRD may at any time within such period accept this Tender whether any other Tender has previously been awarded or not.
8. That the acceptance of this Tender and the subsequent Notice of Award by qRD shall bind the successful Proponent to execute the Contract as defined in the Contract Documents.
9. That the Contractor shall begin work in accordance with the submitted work schedule, following receipt of Notice to Proceed.
10. That it is obligated to have the following in place before commencing any Works under the Contract:
  - a) WorkSafeBC coverage in good standing;
  - b) Insurance coverage(s) for the amount(s) identified in the Contract Documents.

\_\_\_\_\_  
Name of Proponent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature of Authorized Representative



**A. FEES FOR SERVICES:**

The undersigned, having reviewed the "Information for Applicants", proposes to provide the services as described for the fees set out below.

1. **ANNUAL FEE for regular management /maintenance services** \$\_\_\_\_\_/year  
i.e., responsibilities listed in "Information for Applicants" Section B

2. **HOURLY RATE for extra work \*** \$\_\_\_\_\_/hr.  
i.e., general repair or maintenance work which exceeds the basic caretaker contract responsibilities and which may be available from time to time.

\* This rate will not apply to repair or maintenance tasks that require specialized skills. If the selected caretaker possesses such skills, a rate to perform this specialized work will be negotiated on case by case basis.

Fees submitted shall be net of GST

**Goods & Services Tax (GST) Registration Number:** \_\_\_\_\_  
**or**

Tenderer certifies, by signature, that s/he is not required to provide a registration number under the GST legislation:

\_\_\_\_\_  
SIGNATURE

**B. CONTRACTOR CERTIFICATION:**

1. **Small Water System Operator Certificate** – Enclose copy \_\_\_\_\_  
DATE RECEIVED

If pending, indicate date by which it will be received: \_\_\_\_\_

2. **Other Certification** – if applicable \_\_\_\_\_  
NAME AND DATE RECEIVED

**Bidder's Initials:** \_\_\_\_\_

**C. SKILLS & EXPERIENCE**

Indicate with a Y (yes) or N (no) whether you have training and/or experience in the following areas:

	<b>TRAINING</b>	<b>EXPERIENCE</b>
1. Water Sampling – according to Health Department Procedures	_____	_____
2. Distribution Line Flushing	_____	_____
3. Valve Installation / Maintenance	_____	_____
4. Service connection Installation / Repairs	_____	_____
5. Distribution Line Installation / Repairs	_____	_____

Training or experience in these areas is not necessarily required but would be an asset. Please provide details on the applicable items in your application letter or resume.

**D. WCB NUMBER** \_\_\_\_\_

**BIDDER'S Name**  
\_\_\_\_\_

**Address**  
\_\_\_\_\_

**Telephone**  
\_\_\_\_\_

**Signature**  
\_\_\_\_\_

**Date**  
\_\_\_\_\_

**Bidder's Initials:** \_\_\_\_\_

**E. STATEMENT OF PROPONENT'S EXPERIENCE IN SIMILAR WORKS**

We provide the following information regarding comparable work experience in order that qRD may judge our ability to fulfil the Contract requirements.

(use additional sheets as required)

<b>Project</b>	<b>Owner/Contact Name</b>	<b>Phone Number</b>	<b>Work Description</b>	<b>Value (\$)</b>

**F. REFERENCES**

<b>Name</b>	<b>Company</b>	<b>Phone</b>	<b>Email</b>

**Bidder's Initials:** \_\_\_\_\_

**SIGNATURES**

This Tender is executed under seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
2023

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

**FOR INDIVIDUAL OR PARTNERSHIP:**

SIGNED by

\_\_\_\_\_  
(Print)

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

in the presence of:

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**FOR A LIMITED COMPANY:**

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
Authorized Signing Officer and Title

**DRAFT AGREEMENT BETWEEN qRD AND CONTRACTOR**  
(to be signed and dated upon Tender award and acceptance)

**THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**BETWEEN:** qathet REGIONAL DISTRICT  
(hereinafter called the "Regional District")

**AND:**

(hereinafter called the "Contractor")

**The parties hereby agree as follows:**

**1.0 SERVICES**

1.1 The Contractor shall provide maintenance and inspection services outlined in Schedule A attached hereto (the "Services) for the Myrtle Pond Water System (the "Facilities").

**2.0 TERM**

2.1 This Agreement shall be in effect from January 1, 2023 to December 31, 2023 (the "Contract Period").

**3.0 FEE**

3.1 The Regional District shall pay the Contractor a monthly fee of \$\_\_\_\_\_ payable on the last day of each month upon receipt of an invoice for the contract amount.

3.2 The contractor shall receive an annual increase based on the annual average Consumer Price Index (CPI) for BC for the 12 month period ending December 31 of the preceding year.

3.3 In addition to the fees noted above, the Regional District shall reimburse the Contractor for Extra Work as described in Clause 6 of this Agreement.

**4.0 CONTRACTUAL OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall:

- 4.1 Organize and provide the Services as set out in Schedule “A” of this Agreement.
- 4.2 Provide good and courteous service to the public.
- 4.3 Deal co-operatively and professionally with the Regional District and its contractors.
- 4.4 Ensure that the Facilities are fully operational at all times, to prescribed health standards.
- 4.5 Maintain accurate records pursuant to this Agreement.
- 4.6 Receive and respond to calls from the public.
- 4.7 Supply basic tools required to carry out the Services.
- 4.8 Maintain and repair, at his own expense, tools and equipment owned or leased by the Contractor and required to carry out the Services.
- 4.9 Deliver services to the highest standard of care, skill and diligence.
- 4.10 Comply with the *Workers Compensation Act* and Regulations.
- 4.11 Maintain certification (CEU’s) required to professionally operate the Myrtle Pond Water System.
- 4.12 Establish inspection criteria and schedules as per regulatory requirements.

## **5.0 CONTRACTUAL OBLIGATIONS OF THE REGIONAL DISTRICT**

The Regional District shall:

- 5.1 Pay for materials, supplies and other expenses associated with the Myrtle Pond Water System operations, as provided for in the Annual Budget and except as otherwise stated in this Agreement.
- 5.2 Supply specialized tools and equipment required to provide the Services.
- 5.3 Reimburse the Contractor for authorized miscellaneous expenses (e.g., long distance calls or faxes, postage, photocopying, etc.) subject to receipt of invoices.
- 5.4 Be responsible for major capital purchases or projects with respect to the Facilities and as provided for in the Myrtle Pond Water System annual budget.
- 5.5 Carry out accounting for all revenues and expenditures.
- 5.6 Carry property and liability insurance on Regional District equipment and facilities.

- 5.7 The Regional Districts liability insurance coverage will extend to the Caretaker during the term of this contract except when the Caretaker is guilty of dishonesty, gross negligence, or malicious or willful misconduct; or when the cause of the action is libel or slander.
- 5.8 Reimburse the contractor for CEU course cost relating to small water system operation as per item 4.11 and related reasonable transportation and accommodation. Per km rate will be \$ 0.61 km as per regional district policy.

## **6.0 EXTRA WORK**

- 6.1 The Contractor may accept Extra Work over and above the regular duties as may be offered by the Regional District from time to time.
- 6.2 The Contractor shall be paid at the rate of \$ \_\_\_\_\_ per hour for Extra Work and the Regional District shall agree to the approximate total cost of the Extra Work, prior to any work commencing.
- 6.3 The Contractor shall keep a record of Extra Work on an invoice indicating the work performed and the dates and hours worked. Invoices must be submitted to the Regional District within 2 weeks after completion of the work.

## **7.0 RELIEF CONTRACTOR**

- 7.1 The Contractor may, on occasion, use others to provide the Services under this agreement and their payment shall be the sole responsibility of the Contractor.
- 7.2 The Contractor must arrange for a relief contractor to be available for emergencies and shall provide the name and contact number to the Regional District.
- 7.3 The Contractor shall not appoint a relief contractor for an extended period without the prior written consent of the Regional District.
- 7.4 Payment of the relief contractor is the sole responsibility of the Contractor.

## **8.0 AMENDMENT AND TERMINATION**

- 8.1 The Regional District or the Contractor may terminate this Agreement by providing two (2) months' notice in writing to the other party.
- 8.2 If the Agreement is terminated at the request of the Regional District, pursuant to Section 9.1 of this Agreement, the Regional District shall have the option of the paying the Contractor in lieu of written notice.
- 8.3 At the termination of this Agreement, and unless a new agreement is negotiated, the Contractor shall turn all financial and other records over to the Regional District.

8.4 It is understood that if the Contractor breaches any of the terms and conditions of this Agreement, the requirement of two (2) months' notice (or payment in lieu) shall not apply.

**9.0 NATURE OF THIS AGREEMENT**

9.1 The Contractor is an independent contractor and is not the servant, employee or agent of the Regional District

9.2 The Contractor's employees or relief persons are not employees of the Regional District.

**10.0 NO ASSIGNMENT**

10.1 The Contractor shall not assign this Agreement without the express written consent of the Regional District.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**qathet REGIONAL DISTRICT**  
by its authorized signatory or signatories:

\_\_\_\_\_  
Al Radke, Chief Administrative Officer  
Services

\_\_\_\_\_  
Patrick Devereaux, Manager of Operational

**CONTRACTOR SIGNATURE:**

\_\_\_\_\_  
Contractor

Dated this \_\_\_ day of \_\_\_\_\_, 2023.



## SCHEDULE A

### SCOPE OF WORKS / REGULAR DUTIES AND RESPONSIBILITIES

In addition to the general responsibilities outlined in the contract document, the Contractor shall carry out the following duties and responsibilities related to the delivery of maintenance and inspection services for the Myrtle Pond Water System.

Responsibilities of the caretaker shall include but are not limited to:

1. Regular inspection of the system works *including*
  - *Meter readings: monthly;*
  - *Treatment Plant Monitoring: Twice weekly at a minimum.*
2. Identifying maintenance and repair requirements.
3. Observing any factors affecting the water supply and distribution system and reporting to the Regional District any conditions which may warrant special attention.
4. Responding to any system failures.
5. Maintaining records and reports as required by the Regional District.
6. Working within the requirements and confines of the Regional District.
7. Carrying out regular preventative maintenance procedures, as set out below:
  - (a) Provide monthly report to the Manager of Operational Services that incorporates all inspection times, inspection results (readings), adjustments, repairs, etc. Monthly report to accompany invoice.
  - (b) Take monthly water samples as per regulatory requirements and submit to the Vancouver Coastal Health Unit for testing;
  - (c) Inspect pump house, treatment plant and reservoir tank twice weekly; record meter readings and tank level;
  - (d) Check mechanical equipment regularly and log findings [procedures to be set out]. Report any irregular conditions to regional district; Make any required adjustments within scope of practice.
  - (e) Generally inspect system works semi-monthly to ensure all systems are functioning. Log findings and work carried out;
  - (f) Record any malfunctions of equipment for inclusion in monthly report. Repair minor items. Report others to Regional District authority (representative) within 24 hours;
  - (g) Perform general maintenance tasks as required; e.g. brushing\ mowing around hydrants, valve and service connection boxes; cleaning pump house, treatment plant; etc.
  - (h) Supply the standard tools and equipment required for regular repairs and maintenance (Regional District will supply mower and weed-eater);
  - (i) Arrange for qualified contractors to perform major repairs or maintenance tasks outside the responsibilities of the contractor.

- (j) Flush distribution lines in accordance with recommended procedures to maintain maximum water flows and prevent accumulation of debris within the lines. The contractor will be expected to develop a phased flushing schedule that acknowledges the recovery capacity of the well and ensures all lines are flushed regularly; i.e., at least bi-monthly and more frequently if required to maintain acceptable water quality standards; and
- (k) Inspect new service connections and communicate with customers when required.
- (l) Exercise all water distribution system valves as well as hydrants annually.

8. Purchasing

- (a) Order materials and supplies required to carry out the services provided under this contract.
- (b) Ensure all purchasing is done in accordance with Regional District purchasing procedures.
- (c) Obtain a purchase order number from the Regional District office **prior** to making purchases. Purchase orders will not be issued for expenditures not included in the annual budget, unless authorized by the Manager of Operational Services and subject to funds being available.

8. Other tasks consistent with the work set out above may be assigned from time to time.

9. Example: Extra work (6.0 of the agreement) will include responding to emergent issues that are outside the scope of this contract, some of which may be emergent in nature.  
Some examples are:

- Pump failures.
- Leaks.
- Meeting with consultants or trades.
- Annual Hydrant inspection and maintenance.

**WORKSAFEBC SAFETY AGREEMENT**

(To be filled out upon Tender award and acceptance)

**BETWEEN:**

qathet Regional District  
#202-4675 Marine Avenue  
Powell River, BC V8A 2L2

(hereinafter called "qRD")

**AND:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province, Postal Code

(hereinafter called the "Contractor")

For the purposes of this safety agreement, the "Contractor" refers to any sub-contractor or to any designated Prime Contractor or any other worker as defined by the *Workers Compensation Act*.

The Contractor agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the "Regulation") as well as the provisions of the *Workers Compensation Act*, RS2019, c. 1, as amended (the "Act").

Without limiting the generality of the foregoing, the Contractor agrees:

1. In every case the Regulation shall be followed by the Contractor, as well as any existing policies or procedures that qRD has developed and implemented. These shall be followed without exception.
2. In the opinion of the Contractor, if by following a policy or procedure for a particular task as set out by qRD, a worker is put at increased risk, the Contractor will seek a written change of policy or procedure from qRD applicable only to that particular job situation before proceeding with the task.
3. Contractors are expected to have read and to enforce every section of the Regulation that pertains to the job at hand, to understand the Regulation and what it means to the supervisor and to all of the workers, and to ensure that each worker under their

supervision follows the Regulation. Contractors are also expected to know and adhere to the Policies and Procedures issued by WorkSafeBC.

4. The *Act* stipulates that qRD is required to enforce the *Act* and the Regulation and to report any infraction of the *Act* or Regulation. The Contractor accepts that qRD will be conducting periodic checks of the Contractor during the Contractors' Works for qRD and will be asking the Contractor to comply with the *Act* and/or Regulation in the event any contravention is observed. If the contravention is serious enough, the Contractor will be asked to leave the work site and will forfeit the Contract with qRD.
5. For the purposes of streamlining large construction projects and multiple employer work sites, qRD reserves the right to designate a Prime Contractor amongst contractors who are working on a job-site together. A designated person employed by the Prime Contractor will be appointed by qRD to act as the coordinator of the other contractors on that job-site, and will ensure that each of the contractors on the job site are following the *Act* and the Regulation including any site-specific policies and procedures. This includes having in place an approved WorkSafeBC Safety Program, and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractors' site health and safety activities.
6. It is the responsibility of the Contractor to determine whom qRD has appointed as the Prime Contractor for the work site and to comply with the requirements set out in the foregoing.

**NOTE:**

- a) All the foregoing constitutes requirements of WorkSafeBC for any workplace in the Province of British Columbia and constitutes qRD's expectations for contractors working on any of qRD's work sites.
- b) Payment of WorkSafeBC assessments by the Contractor does not preclude the responsibility of the Contractor for any of the foregoing.

THIS AGREEMENT MADE THE \_\_\_\_\_ day of \_\_\_\_\_, 2023

in \_\_\_\_\_ in the Province of \_\_\_\_\_  
(city)

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President or Owner (signature)

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