



**Request for Proposals**  
**For**  
**Construction Management Services – Mill Bay Wastewater Integration Project**

Request for Proposals No.: **R18-76**

Issued: **November 22, 2018**

Submission Deadline: **January 3, 2019, at 2:00 P.M. local time**

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# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the Cowichan Valley Regional District (the “CVRD”) to prospective proponents to submit proposals for **Construction Management Services** as further described in Section A of the RFP Particulars (Appendix D).

The CVRD invites interested construction managers (“Proponents”) to submit a proposal for construction management services for the Mill Bay Wastewater Integration Project (the “Project”). The successful respondent will act as the Construction Manager (At Risk) for this Project, providing pre-construction consulting services, construction and post-construction services. This project will integrate several existing small community waste water systems in and around the Mill Bay area into one central system that will serve as a starting point for long term management of waste water in Mill Bay. Opportunities for re-use of effluent and the protection of the receiving freshwater and marine environment are also goals of this project.

The Construction Manager will play a key role in the planning and design phase to: (1) ensure an integrated approach to the design of the Project, (2) sound constructability, (3) optimal methods and materials, and (4) value for expenditures by the Owner. The Project Deliverables are further described in Appendix D, RFP Particulars.

## **1.2 RFP Contact**

For the purposes of this procurement process, the “RFP Contact” will be:

**Anthony Jeffery, Email: [purchasing@cverd.bc.ca](mailto:purchasing@cverd.bc.ca)**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the CVRD, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## **1.3 Type of Contract for Deliverables**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the CVRD for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. It is the CVRD’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of three (3) years, with an option in favour of the CVRD to extend the agreement on the same terms and conditions for an additional term of up to two (2) years if required.

## 1.4 RFP Timetable

Issue Date of RFP	November 22, 2018
Deadline for Questions	December 17, 2018 at 4:00 PM local time
Deadline for Issuing Addenda	December 20, 2018 at 4:00 PM local time
Submission Deadline	January 3, 2019 at 2:00 PM local time
Rectification Period	Three business days
Interviews	January 14-18, 2019
Anticipated Ranking of Proponents	Late January, 2019
Contract Negotiation Period	Fourteen calendar days
Anticipated Execution of Agreement	Late February, 2019

The RFP timetable is tentative only, and may be changed by the CVRD at any time. For greater clarity, business days means all days that the CVRD is open for business.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted to Prescribed Location

Proposals must be submitted at: [purchasing@cvr.bc.ca](mailto:purchasing@cvr.bc.ca)

Your email should contain two attachments. One is to be your proposal. The other your fee proposal.

### 1.5.2 Proposals to be Submitted on Time

Proposals must be submitted to the email address set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. The CVRD does not accept any responsibility for proposals delivered to any other email address or by any other means by the proponent. Proponents are advised to submit their Proposals well before the deadline. Proponents submitting proposals near the deadline do so at their own risk. Proposals will be deemed to be received when they enter into the CVRD system and the CVRD accepts no responsibility for proposals sent prior to the deadline that fail for any reason to enter into the CVRD system by the deadline.

The determination of whether the proposal is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by the CVRD's server, whether or not accurate.

### 1.5.3 Proposals to be Submitted in Prescribed Format

Proponents must submit one electronic copy of their proposal to the email address noted in 1.5.1. The email should indicate the RFP title and number (see RFP cover page) in the subject line and the full legal name of the proponent in the body of the email.

Proponents should note that the maximum acceptable email size is 8MB. If greater than 8MB, proponents should email proposals in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the Submission Deadline.

#### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in the same prescribed format as detailed in 1.5.3. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

#### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be emailed to the RFP Contact in the same prescribed format as detailed in 1.5.3 and must be signed by an authorized representative of the proponent. The CVRD is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The CVRD will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the CVRD 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 submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the CVRD issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The CVRD will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the CVRD as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The CVRD will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the CVRD. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the CVRD or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. Negotiations may include requests by the CVRD for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the CVRD for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The CVRD intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the CVRD invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the CVRD may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the CVRD elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 Past Performance**

In the evaluation process, the CVRD may consider the proponent's past performance or conduct on previous contracts with the CVRD or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The CVRD and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the CVRD**

The CVRD will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The CVRD makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The CVRD may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.



## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The CVRD is under no obligation to provide additional information, and the CVRD is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The CVRD is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the CVRD, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the CVRD. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the CVRD determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the CVRD may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the CVRD may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The CVRD may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the CVRD and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the CVRD's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the CVRD in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The CVRD may disqualify a proponent for any conduct, situation or circumstances, determined by the CVRD, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The CVRD may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the CVRD determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 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, elected or appointed officials or other representatives of the CVRD; 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.

### **3.4.8 Past Performance or Past Conduct**

The CVRD may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the CVRD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the CVRD**

All information provided by or obtained from the CVRD in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the CVRD and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the CVRD; and
- (d) must be returned by the proponent to the CVRD immediately upon the request of the CVRD.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the CVRD. The confidentiality of such information will be maintained by the CVRD, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the CVRD to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

## **3.6 Procurement Process Non-Binding**

### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the CVRD will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the CVRD by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the CVRD to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The CVRD may cancel or amend the RFP process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

It is the intent of the CVRD to use the Canadian Construction Documents Committee Contract CCDC 5B 2010 – for Services and Construction.

Schedule A2 of the draft CCDC 5B Contract will be deleted from the final contract.

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the CVRD and the proponent unless and until the CVRD and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

## 5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

## 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

## 7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the CVRD within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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## 8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the CVRD to the advisers retained by the CVRD to advise or assist with the RFP process, including with respect to the evaluation this proposal.

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Signature of Proponent Representative

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### 2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### 3. Required Pricing Information

Each respondent should provide the following in its pricing submission:

Description	Fixed Dollar Amount
Pre-Construction Services	\$
Fees During Construction	\$
Post Construction Fees	\$
Travel Costs	\$
GST	\$
Total Price	\$

## **APPENDIX D – RFP PARTICULARS**

### **A. THE DELIVERABLES**

#### **1.0 Project Overview**

The CVRD was successful in obtaining \$5,888,894 through the Strategic Priorities Fund (SPF) for the Mill Bay Wastewater Integration Phase 1 project. The project proposes a new, centrally located Class A Wastewater Treatment Facility (WWTF). The WWTF will serve as a starting point for sustainable wastewater management in Mill Bay by accommodating future growth and allowing for the integration of small existing wastewater systems. The new system will meet the high quality standards required under the South Sector Liquid Waste Management Plan (SSLWMP), and align with the SSLWMP amendment, currently underway. Additional objectives of the project include opportunities for re-use of effluent and the protection of the receiving freshwater and marine environment.

The project includes the integration of two existing CVRD wastewater systems: Kerry Village and Brulette. These are small, aging systems failing to meet regulatory requirements. The proposed Stonebridge development, which requires a CVRD wastewater system through zoning, will also be included. The project may also include the integration of existing private systems and proposed developments. These are potential project partners and include existing stratas, commercial and institutional properties and proposed developments.

The potential integration of privately owned systems could increase the estimated total project budget to upwards of \$11 million with potential partner funding contributions if secured. The CVRD has held a preliminary information meeting for potential partners and have received expression of interest from 11 of the groups in attendance.

#### **Project Area**

Mill Bay is located on southern Vancouver Island, in Electoral Area A in the Cowichan Valley Regional District. The project area includes the proposed WWTF site, located at the southeast corner of PID 009-528-601; the proposed discharge site, located at PID 029-607-507, next to the existing discharge field for the CVRD's Mill Springs Sewer system; and other areas within the Mill Bay Village Containment Boundary.

#### **2.0 Scope of Work**

The selected Proponent will be required to fulfill construction management services for the Mill Bay Wastewater Integration Project at the pre-construction, construction and post-construction phases as generally outlined below.

##### **Pre-Construction**

###### General:

1. Attend regular Project meetings with the Owner and the Consultant. All Project meetings will be held in Duncan at the CVRD office. It is expected that the Construction Manager will be present at every Project meeting.
2. Provide advice to the Owner and the Consultant with respect to construction and market

conditions.

Predesign:

3. Confirm or prepare a Class D Construction Cost Estimate. Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project budget, and make recommendation for corrective action.
4. Prepare a preliminary overall Project schedule.
5. Predesign includes iterative design phase based on partner buy-in.

Schematic Design Phase:

6. Provide constructability advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.
7. Confirm a Class C Construction Cost Estimate at the end of the Schematic Design Phase. Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project budget, and make recommendation for corrective action.
8. Prepare, in consultation with the Consultant and the Owner, a preliminary Project schedule for the Owner's review; such Project schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on- site construction activities, and the anticipated date of Substantial Performance of the Work.
9. Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the Place of the Work.

Design Development Phase:

10. Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.
11. Make recommendations to the Owner and the consultant(s) regarding the scope of Work packages to help facilitate the subsequent bidding and awarding of Subcontractor and Supplier contracts.
12. Review the Specifications and Drawings and, at the end of the Design Development Phase, make recommendations to the Owner and the Consultant as to constructability and coordination among the Trade Contractors.
13. Confirm a Class B Construction Cost Estimate at the end of the Design Development Phase. Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project budget, and make recommendations for corrective action.

14. Establish a cost control program and prepare a cash flow forecast for the Project.
15. Review and update the Project schedule with appropriate details. Advise the Owner if it appears that the Project schedule may vary from that specified in Article A-3 of the Agreement or otherwise agreed with the Owner, and make recommendations for corrective action.
16. Make recommendations to the Owner regarding any equipment or materials which should be pre-ordered to meet the Project schedule.

Construction Document Phase:

17. Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.
18. Review the Specifications and Drawings and make recommendations to the Owner and the Consultant as to clarity, consistency, constructability, and coordination among the Trade Contractors.
19. Assist the Owner and the Consultant in preparing bid documents for Trade Contractors.
20. Assist the Owner in determining the contract security requirements of Trade Contractors.
21. Update the Class B Construction Cost Estimate at defined intervals of Construction Documents completion.
22. Confirm a Class A Construction Cost Estimate at the end of the Construction Document Phase. Advise the Owner if it appears that the Construction Cost Estimate may exceed the Project budget, and make recommendations for corrective action.
23. Update the cash flow forecasts for the Project.
24. Review and update the Project schedule with appropriate details. Advise the Owner if it appears that the Project schedule may vary from that specified in the Agreement or otherwise agreed with the Owner, and make recommendations for corrective action, including changes to Project scope, schedule or budget.
25. Make recommendations to the Owner regarding any equipment or materials which should be pre-ordered to meet the Project objective.

Construction Procurement Phase:

26. Review and update the Project schedule with appropriate details.
27. Develop methods of solicitation for Trade Contractors and the distribution of addenda.
28. Prepare the prequalification criteria for Trade Contractors and Suppliers as required by the Owner.
29. Review for completeness and coordinate all bid documents for the solicitation of

competitive bids for the Work to be performed by Trade Contractors.

30. Competitively bid construction trade work in a public forum, according to the provisions of the New West Partnership Trade Agreement (NWPTA) and the Canada Free Trade Agreement. All work where the value of that work is \$200,000 or greater or where it could reasonably be anticipated to amount to or exceed \$200,000 over the length of the contract.

31. Competitively bid general goods and services requirements in a public forum, according to the provisions of the New West Partnership Trade Agreement (NWPTA) and the Canada Free Trade Agreement, all goods and general services where the value of those goods or general services is \$75,000 or greater or where it could reasonably be anticipated to amount to or exceed \$75,000 over the length of the contract.

32. Inform the CVRD's Procurement Officer of any and all request for competitive bids issued and invite him or designate to the public openings.

33. Provide results of competitive bids in a public forum.

34. Comply with all rules, regulations, agreements, and procedures followed in the normal course of Canadian public procurement. The Construction Manager accepts full responsibility for legal action or claim arising from errors and omissions in the issuance of a competitive bid.

35. Construction Managers, divisions of the Construction Manager's firm or sister companies will not bid on work that is competitively bid to avoid any potential conflict of interest.

36. Receive and analyze sub-trade bids and make recommendations for the trade contract awards. Provide The CVRD with a minimum of 3 trade contractor prices (giving an explanation in writing if less than 3 prices obtained) with the recommendation for award.

37. Prepare contract documents for all successful Trade Contractors and ensure that all applicable legal requirements are complied with. Ensure that all bonds are provided where required and inspect all insurance policies and WorkSafeBC clearance letters.

38. Update the cash flow forecasts for the Project.

## **Construction**

### General Services

39. Provide full time site supervision throughout the construction phase of the project.

40. Organize and distribute all documents related to the performance of the contract and execution of the Work of each Trade Contractor. Chair and minute regular Project meetings with the Owner, the Consultant and Trade Contractors.

41. Provide administration as described in the trade contract documents including.

- (a) Facilitate all communications among the Owner, the Consultant, the Payment Certifier, and Trade Contractors that relate to the Project.
- (b) In the first instance, receive all questions in writing by the Owner or Trade

Contractors for interpretations and findings relating to the performance of the Work or the interpretation of the trade contract documents except with respect to financing information required of the Owner.

- (c) In the first instance, give interpretations and make findings on matters in question relating to the performance of any Work or the requirements of the trade contract documents, except with respect to any and all architectural and engineering aspects of the Project or financing information required of the Owner.
- (d) During the progress of the Work, issue supplemental instructions to Trade Contractors with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Construction Manager and Trade Contractors.
- (e) Promptly investigate, make findings and inform the Owner, Trade Contractors and the Consultant concerning all concealed or unknown conditions which are discovered by the Construction Manager or of which Notice in Writing is given to the Construction Manager.
- (f) Make findings upon all claims for a change in any trade contract price, and provide Notice in Writing of such findings to all parties within 30 Working Days after receipt of such claim or within such other time period as may be agreed by the parties.
- (g) Give instructions necessary for the proper performance of Work of each Trade Contractor during any dispute so as to prevent delays pending settlement of such dispute.
- (h) Investigate the impact on Work of each Trade Contractor of the discovery of any fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the Place of the Project, and advise the Owner concerning the issuance of appropriate instructions for any change in Work as a result of such discovery.
- (i) Act on behalf of the Owner, Trade Contractors and the Consultant for the purpose of adjusting the amount of any loss or damage payment with insurers under property or boiler and machinery policies affecting any Work.

#### Project Control and Scheduling

42. Establish and implement organization and procedures with respect to all aspects of the Project. Submit a quality control plan to the CVRD.

43. Provide to Trade Contractors the Project schedule that indicates the timing of major activities of the Project in sufficient detail for Trade Contractors to schedule their Work.

44. Provide coordination and general direction for the progress of the Project.

45. Monitor the Work of each Trade Contractor and ensure compliance with the Quality Control plan.

46. Coordinate all Trade Contractors in the performance of their respective Work, with one another and with the activities and responsibilities of the Owner and the Consultant.

47. Review the performance of Trade Contractors' personnel and equipment and the availability of materials and supplies to meet the Project schedule and recommend courses of action to the Owner when requirements of a trade contract are not being met.

48. Provide regular monitoring of the schedule as construction progresses. Identify potential variances to planned completion dates. Review schedule for work not started or incomplete and recommend to the Owner and Trade Contractors adjustments in the schedule to achieve the Project In-Use Date. Provide summary reports of each monitoring and document all changes in schedule.

#### Common Construction Facilities and Services

49. Arrange for the required Temporary Work.

#### Cost Control and Accounting

50. Prepare and update the Construction Cost cash flow forecasts in accordance with the Project budget as specified in the Agreement or otherwise agreed with the Owner.

51. Develop, implement and maintain a system of Project cost control and accounting in consultation with the Project Manager.

52. Advise the Owner and the Consultant on the variances between actual cost and Construction Cost Estimate.

53. Provide reasonable assistance and information to permit recovery of all tax rebates where applicable.

54. Jointly with each Trade Contractor, prepare a schedule showing when items called for under cash allowances must be ordered to avoid delaying the progress of Work.

55. Provide recommendations to the Owner for necessary changes to maintain Project budget and Project schedule.

#### Changes in Work

56. Develop and implement a system for processing changes in any Work.

57. Recommend appropriate changes in any Work to the Owner and the Consultant.

58. Review requests for changes in any Work and provide recommendations to the Owner and the Consultant and, if necessary, assist in negotiation.

59. Prepare and issue to Trade Contractors change orders and change directives, including written descriptions of proposed changes in Work, all of which are to be prepared in consultation with the Consultant when they are related to the specifications and drawings.

#### Payments to Trade Contractors

59.

- (a) Develop and implement a procedure for timely process of payments to Trade Contractors and Suppliers.
- (b) Promptly inform the Owner of the date of receipt of the Trade Contractors' applications for payment.
- (c) Promptly forward to the Payment Certifier the applications for payment received



from the Trade Contractors.

60. Determine the amounts owing to Trade Contractors and issue certificates for payment based on the Construction Manager's observations and evaluation of Trade Contractors' applications for payment.

#### Field Review

61. Develop, implement and maintain a system for quality assurance and quality control.

62. Reject work that in the opinion of the Construction Manager or the Consultant does not conform to the requirements of the trade contract documents and whenever it is considered necessary or advisable, require inspection or testing of work.

#### Health and Construction Safety

63. Subject to paragraph 3.1.2 of GC 3.1 – PROVISION OF INFORMATION AND OBLIGATIONS, be responsible for establishing, initiating, maintaining, and overseeing the health and safety precautions and programs required to be put in place at the Place of the Project and review with the Owner all safety programs for adequacy.

64. Review with the Owner the Trade Contractors' safety programs for compliance.

#### Submittals

65. Establish procedures for processing submittals.

66. Coordinate all relevant information required to perform any Work.

67. Upon request by any Trade Contractor or the Consultant, jointly prepare a schedule of the dates for provision, review and return of shop drawings.

68. Forward to the Consultant for review all shop drawings that are considered to be complete.

69. Indicate in writing the Consultant's acceptance or rejection of all deviations in the shop drawings from the requirements of the trade contract documents.

70. Return all shop drawings in accordance with the agreed schedule, or in the absence of such agreed schedule, with reasonable promptness so as to cause no delay in the performance of any Work.

#### Reports and Project Site Documents

71. Keep a daily log available to the Owner and the Consultant.

72. Maintain copies of all necessary documents at the Place of the Project.

73. Collate and compile record documents and operating and maintenance manuals in accordance with the Owner's requirements.

### Start-up

74. Assist the Owner in coordinating and monitoring initial start-up and testing conducted by Trade Contractors.

75. Coordinate the commissioning of utilities, systems and equipment.

### Substantial Performance of the Work

76. Subject to applicable legislation, arrange for the issuance of the necessary certificates respecting Substantial Performance of the Work of each Trade Contractor or designated portions thereof, lists of incomplete or unsatisfactory items, and schedules for their completion.

77. Distribute certificates of Substantial Performance of the Work and final certificates for payment of Work of each Trade Contractor.

78. Arrange with Trade Contractors to finish Work to be completed or corrected.

### Project In-Use Date

79. Determine, in consultation with the Owner and the Consultant, and advise Trade Contractors in writing of, the Project In-Use Date.

### Handover

80. Inform the Owner and the Consultant in writing when Work of each Trade Contractor is ready for final review prior to issuance of final certificate for payment.

81. Seek, obtain and transmit to the Owner warranties (in consultation with the Consultant, if applicable), affidavits, releases, bonds, insurances, and waivers received from Trade Contractors.

82. Turn over to the Owner all keys and maintenance stocks.

83. Arrange for the issuance of the final certificate for payment for each Trade Contractor.

84. Assist the Owner's operating staff to facilitate a smooth and proper takeover of Work.

### **Post-Construction**

85. Prepare final Construction Cost report.

86. Assist the Owner in conducting post-construction occupancy review.

87. Ensure timely and reasonable completion of all construction deficiencies, completion of record drawings, commissioning of the facility and training of the Owner's operational staff.

88. Ensure warranty issues are dealt with in a timely manner.

89. Ensure that "as-built" drawings (including AutoCAD), maintenance manuals, operating

instructions, operating manuals, etc., are properly completed and handed over to the Consultant or the CVRD for their review and comment prior to acceptance of the final documents.

## **B. MATERIAL DISCLOSURES**

### **Project Budget & Timeframe**

The CVRD has secured \$5.8 Million in federal funding through the Community Works Fund for this project. The grant funding is available until June 30, 2021 so construction and the associated wastewater treatment commissioning processes for this project must be completed on, or before, that date.

### **Current Project Team**

Vanessa Thomson, CVRD Project Manager  
Todd Etherington, CVRD Utility Operations Superintendent  
Brian Dennison, CVRD Manager Water & Utilities Division  
Michael Payne – Payne Engineering, Hydrogeological Consultant  
Design Consultant – To be determined

The CVRD may from time to time augment this team as required.

### **Reimbursable Expenses**

The Construction Manager's fee for Services and for the Work is to be an all-inclusive fixed fee with no reimbursement for additional expenses, except for travel costs. Schedule A2 of the CCDC 5B contract will be deleted.

### **Prime Contractor Designation**

The successful proponent will be designated as PRIME CONTRACTOR for the site during the construction phase of the project and as such will insure all Provincial Standards (Occupational Health & Safety) are met or exceeded.

The Prime Contractor will insure that any sub-trade hired to perform any position of this project has a current account in good standing with WorkSafeBC or is named on the Contractor's account for this work project.

The Prime Contractor's Safety Program should address the following:

- Compliance monitoring and reporting procedures
- Safety meetings
- Safety inspections
- Accident Investigations
- Hazard reporting
- Incident notification
- Attaining employer (sub-contractor) compliance
- Designated safety officers
- Standing with Worker's Compensation Board
- Employee training and orientation
- Disciplinary and corrective action

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Other Mandatory Submission Requirements**

N/A

## **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

## **E. PRE-CONDITIONS OF AWARD**

1. A Performance Bond and a Labour and Material Payment Bond will be required, each in the amount of 50% of the Contract Price, covering the performance of the Work including the Contractor's obligations during the Maintenance Period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the Owner.
2. Prior to release of final payment, the Contractor shall provide a Statutory Declaration that all employees, subcontractors and suppliers used in conjunction with the work have been fully paid and satisfied by the Contractor and witnessed by a Notary Public or a Commissioner for taking Affidavits and submitted to the CVRD.
3. Provide a WorkSafeBC Clearance letter.
4. Provide a Certificate of Insurance as per CCDC 5B GC 11.1 – GC 12.1 Indemnification and Supplementary Conditions.
5. Accept the role and responsibility of the prime contractor by signing the prime contractor form.

## **F. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Points</b>	<b>Weighting</b>	<b>Subtotal</b>
i. Experience and Qualifications of the Firm	/10	1	10
ii. References	/10	1	10
iii. Project Manager's Experience & Qualifications	/10	2	20
iv. Superintendent's Experience & Qualifications	/10	2	20
v. Innovation & Value Adds	/10	2	20
vi. Understanding of Project & Deliverables	/10	1	10
vii. Resource Availability & Timelines	/10	1	10
<b>Minimum Threshold</b>			<b>60/100*</b>
Pricing (See Appendix C for details)	/10*	3	30
Interviews	/10	3	30
<b>Total</b>			<b>160</b>

\*Proponents who do not meet the minimum threshold will not proceed to the interview and pricing stage of the evaluation process. It is anticipated that the CVRD will interview the three (3) highest evaluated proponents.

Points will be assigned for each criteria based on the information provided in the RFP. Scoring shall be awarded on a scale of 0 to 10, where the range is defined as follows:

0	Lack of response or complete misunderstanding of the requirements, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
4	Partially meets expectations; minor weakness or deficiencies, fair probability of success.
6	Meets expectations; Proponent has good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations; high probability of success
10	Fully exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.

#### **i. Experience and Qualifications of the Firm – Total Points = 10**

Each proponent should provide the following in its proposal:

- (a) A brief description of the proponent including your organizational structure and responsibility matrix describing roles and accountabilities;

- (b) A description of your firm's knowledge, skills and experience relevant to integrating wastewater systems and building wastewater treatment facilities as a Construction Manager;
- (c) Qualifications of the proposed team members (complete with identified roles and responsibilities);
- (d) Identify who will assume responsibility for managing project deliverables on a daily basis and serve as the proponent's main point of contact with the CVRD;
- (e) Confirm the identify and role of any sub-contractors or project team members who will be retained in order to supplement the proponent's own staff and, if so, describe the principle business and history of the sub-consultant and project team member;
- (f) Provide a statement of safety practices and include copies of any safety certification; and
- (g) Provide a brief history of your safety record as the Construction Manager.

## **ii. References - Appendix E – Total Points = 10**

The proponent must provide details of three (3) projects similar to this project. At least two (2) of the three (3) projects described should be a project where the proponent dealt with wastewater systems and treatment plants.

The referenced projects should specifically demonstrate the Proponent's participation, expertise and leadership in the following areas:

- Maintaining access to existing operational site areas;
- Project controls - such as meeting time lines and staying within budget;
- Job site culture focused on team communication, attitude and positive working relationships;
- The proponent should describe the scope, status, timelines, and budget of the projects along with the key individuals involved; and
- The key individuals on the projects should be members of the proposed Project Team.

## **iii. Project Manager's Experience & Qualifications –Total Points = 20**

- (a) Clearly identify the proposed Project Manager;
- (b) Describe the role and responsibilities the Project Manager would undertake as part of this Project; and
- (c) Provide a resume summarizing the applicable skill sets, credentials, and project experience in delivering comparable projects that this individual possesses.

**iv. Superintendent's Experience & Qualifications – Total Points = 20**

- (a) Clearly identify the proposed Superintendent;
- (b) Describe the role and responsibilities the Superintendent would undertake as part of this Project; and
- (c) Provide a resume summarizing the applicable skill sets, credentials, and project experience in delivering comparable projects that this possesses.

**v. Innovation & Value Adds – Total Points = 20**

- (a) Innovative strategies that could be employed on this project for things such as effluent re-use, water quality and conservation;
- (b) Cost reduction initiatives that could be implemented;
- (c) Describe and provide up to three (3) examples where the proponent has employed innovative technology, management systems, and approaches that have provided additional value to clients in past projects; and
- (d) Describe any additional value added services that the proponent can offer to this project.

**vi. Understanding of Project & Deliverables – Total Points = 10**

- (a) Proponents should demonstrate their understanding of the project scope and requirements, including technical capability, as outlined in the RFP. For example, the proponent should identify objectives of the project and how they will be achieved;
- (b) Provide a brief outline of the proposed approach to the project;
- (c) The proponent should clearly identify all services included in this proposal along with any optional, excluded services, or those services assumed to be provided by others; and
- (d) Proponents should identify major issues, challenges and risks associated with the project deliverables and schedule.

**vii. Resource Availability & Timelines – Total Points = 10**

- (a) Proponents should outline a methodology (work plan) for the project that will ensure successful completion of the project by the proposed target date. Proponents should also identify the availability of the proposed project team members to ensure completion of the design, construction and post-construction services in the time;
- (b) Include a project schedule that clearly identifies project deliverables and presents a well-defined, realistic schedule to complete the scope of work. The project schedule should include a table or Gantt chart that summarizes the key project milestone dates, including project completion.
- (c) Detail any risk mitigation strategies the proponent would deploy to ensure that timelines were met.

## Interview

Interviews will be conducted the week of January 14-18, 2019. They will be up to two hours in length with some questions and answers included. You will be required to give a brief presentation to answer the following questions:

- Why would your firm be the best fit for this project to meet the scope of work?
- What added value would you bring to the project compared to other Construction Management teams?
- Presentation of your Project Plan. Please go over your Project Plan using a similar format to the Reference Form in Appendix E:
  - Description of the Project
  - Positive Aspects of the Project
  - Challenges faced on the Project
  - Schedule Challenges
  - Innovation and Value Added Services
- Identify any unique challenges with the proposed project concept.
- Identify critical project items that you think will define the overall success of the project.
- Please comment on your team's strategies and plans when it comes to managing the iterative nature of this project and the potential for additional project partners and stakeholders.



## APPENDIX E – REFERENCE FORM

The proponent should provide details of three (3) projects similar to this project. At least two (2) of the three (3) projects described should be a project similar in nature and size to this one.

<b>Reference contact Information</b> <b>Name:</b> <b>Organization:</b> <b>Title:</b> <b>Email:</b> <b>Phone Number:</b>
<b>Project name:</b> <b>Value of the Project:</b> <b>Contract Period:</b> <b>Names of Project Manager &amp; Site Superintendent:</b>
<b>Description of the Project:</b>
<b>Positive Aspects of the Project:</b>
<b>Challenges Faced on the Project:</b>
<b>Scheduling Challenges:</b>

**Innovation and Value Added Services:**