



REQUEST FOR PROPOSAL

RFP 2023 – 06
October 27, 2023

**GIBBINS RESERVOIR – TANK #2 RESERVOIR
LINING ENGINEERING SERVICES**

City of Duncan, Public Works Department
Attention: Brian Murphy, Director of Public Works and Engineering
City of Duncan, 200 Craig Street,
Duncan, BC, V9L 1W3

Submission Deadline: November 28, 2023

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**REQUEST FOR PROPOSAL
GIBBINS RESERVOIR – TANK #2
RESERVOIR LINING ENGINEERING SERVICES**

DEFINITIONS

“**CONTRACTOR**” or “**CONSULTANT**” means the Proponent whose Proposal has been accepted by the City of Duncan and is awarded a contract by the City of Duncan to carry out the Work.

“**CoD**” or “**CITY**” means the City of Duncan.

“**PROPONENT**” means the responder to this RFP.

“**PROPOSAL**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“**RFP**” means this Request for Proposal.

“**WORK**” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

1.0 - INTRODUCTION

1.1 PURPOSE

This RFP is an invitation by the CoD to prospective Proponents to submit proposals to improve the security and integrity of the CoD’s potable water supply through reservoir lining of the existing Tank #2 at the Gibbin’s treated water storage reservoir.

1.2 BACKGROUND

Gibbins reservoir is located north of Cowichan River and surrounded by residential buildings. The reservoir consists of two (2) tanks: Tank #1 built in 1971 and Tank #2 built in 1992. The approximate tank capacity is 2.65 ML each. Both tanks are built on cast-in-place concrete foundation with reinforced concrete shell, complete with metal ladder, mechanical piping, and valves.

2.0 - INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION OF PROPOSALS

The Proposal, in triplicate, and the envelopes should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to the following:

**Brian Murphy, Director of Public Works and Engineering
City of Duncan
200 Craig Street
Duncan, BC V9L 1W3
250-746-6126**

Alternately, electronic proposals may be submitted to:

bmurphy@duncan.ca

Proposals must be received on or before the **Closing Time** of:

**TIME: 2:00pm local time
DATE: November 28, 2023**

It is the Proponent's sole responsibility to ensure its Proposal is received at the mailing or e-mail address set out above by the Closing Time. Hard copies (3) of the Proposal to the above e-mail address are requested to follow before or within two business days following the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by e-mail or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the CoD prior to the Closing Time.

Proposals received after the Closing Time will not be accepted or considered.

2.2 INQUIRIES

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above-listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or Closing Time, Proponents will be advised by means of an Addendum issued by CoD. All Addenda are to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between CoD Councillors or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

3.0 - GENERAL TERMS OF PROPOSAL PROCESS

3.1 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against CoD will be accepted. CoD shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2 PROPOSAL EVALUATION

CoD recognizes that “Best Value” is the essential part of purchasing a product or service, and therefore CoD may prefer a Proposal with a higher price if it offers greater value and better serves CoD’s interests, as determined by CoD, over a Proposal with a lower price. Appendix A contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

CoD, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist CoD in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposal.

3.3 PROPOSAL PRESENTATION

CoD reserves the right to request one or more of the Proponents whose submissions are of particular interest to CoD, to make oral presentations to CoD.

3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of CoD and will not be returned to the Proponent. CoD will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that CoD is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

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If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific, or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5 CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with CoD, its elected or appointed officials or employees, and any property ownership direct or indirect in the jurisdiction. CoD may rely on such disclosure.

3.6 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against CoD in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8 NO CONTRACT

This RFP is not a tender and does not commit CoD in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort, or other legal obligation of any kind is formed under or imposed on CoD by this RFP or submissions prior to the completed execution of a formal written Contract.

3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from CoD and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with CoD to perform the works or services set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with CoD will contain terms similar to those contained in the Master Municipal Construction Document (MMCD) Association's Standard Client Consultant Agreement. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission, and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10 PROPOSAL CONTENT

Content to be included in the Proposal, but not limited to:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address, and telephone number of any branch office, affiliate, or sub-consultant(s) that will be involved in the project.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with CoD, and should state their position and professional discipline. Describe the work to be performed by the project manager, their qualifications and substantive experience directly related to the proposed Work.
- Proposed Project Team: The Proposal shall list key individuals including the project manager who will have major responsibilities for the performance of the Work. Describe the work to be performed by each listed individual and their qualifications in terms of education and substantive experience directly related to the proposed project.

The Proposal should include the following endorsement:

"Identified Key Project Team members shall only be replaced with written approval of the City of Duncan."

- Methodology: The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget, and quality control. Discuss how each task will be carried out and what services or interaction is required from CoD. Suggest alternatives, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

3.11 SUBCONTRACTORS

The Proposal shall include the company name of all subcontractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The sub-contractors and sub-consultants listed in the Proposal may not be changed without the written consent of CoD. If CoD so requires, the Proponent shall be prepared to confirm to CoD the competence of sub-contractors and sub-consultants prior to acceptance of the Proposal.

3.12 PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative, or unique solutions to the Proposal subject that may, along with other things, indicate cost efficiencies, improved environmental impacts, better public relations and project acceptance, reduced risk, improved management, administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

3.13 WORKERS COMPENSATION ACT

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

4.0 - SCOPE OF WORK AND SCHEDULE

4.1 STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

4.2 SCHEDULING

- Proponents will provide a proposed project schedule indicating the tasks and deliverables.
- Detailed design drawings, tender documents, and estimates to be completed with a target date of March 1, 2024.
- Completion of work to be done by December 31, 2024.

4.3 SCOPE OF WORK

To complete this project, CoD requires the services of a qualified engineering consultant to:

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1. Provide all necessary engineering services to complete preliminary and detailed design for reservoir lining for the existing 2.65 ML Gibbins Tank #2 treated water storage reservoir.
2. Provide tender and construction services for the above works, based on the MMCD Association's General Conditions, Specifications, and Standard Detail Drawings – Platinum Edition Volume II 2009 Edition (General Conditions).
3. Preparation of a final construction cost estimate (Class A).
4. Preparation of all logistical guideline documents to be included in the tender for use by the Contractor in developing all necessary plans (i.e., operational facility maintenance access, environmental protection, etc.).
5. Provision of technical assistance through entire tender period, including preparation of addendum as required.
6. Review of all tender submissions for compliance and proposed value against Class A estimate and current industry cost trends and provision of recommendation for award based on that review.
7. Preparation of all required 'Issued for Construction' documentation.
8. Provide contract administration services throughout the construction phase.
9. Complete all necessary inspections and provide quality assurance testing required to ensure contractor's work is completed in full compliance with contract documents.
10. Act as a payment certifier, reviewing and certifying payment for all progress claims made by the contractor.
11. Work collaboratively with the City in order to ensure the project is delivered in full conformance with the objectives and within any imposed constraints.
12. Ensure all permitting requirements are adhered to over the course of construction and any necessary reporting is completed as per terms and conditions of any issued permits.
13. Prepare final record drawings and documentation for the works.

Note: CoD may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing a contract.

4.4 METHODOLOGY

In meeting the above tasks, the consultant should, as a minimum, carry out the following tasks:

1. Review all relevant as-built drawings, studies, plans, reports, and records to familiarize themselves with the City's water system.
2. Assess and present options for reservoir lining complete with a cost benefit analysis, for City approval of the preferred option(s).
3. Within two (2) weeks of acceptance of the proposal, facilitate and chair a project initiation meeting with appropriate City attendees to confirm the scope of work and to gather input.
4. Obtain input from and exchange information with the City's Utilities department as required throughout the project.
5. Prepare and submit a preliminary design report, complete with a construction cost estimate and an estimate of annual operations and maintenance costs, outlining the objectives and components of the design exercise at least one week prior to a pre-design review meeting with City staff.

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6. Arrange and chair a preliminary design review meeting with the City's Public Works department to confirm project objectives and components. Compile and distribute meeting minutes.
7. Consult and obtain necessary approvals, sign offs and/or permits from all senior agencies including but not limited to Vancouver Island Health Authority and other Ministries that may be affected.
8. Submit design drawings at approximately 50% design for City review at least two (2) weeks prior to 50% design review meeting with City staff.
9. Arrange and chair a 50% design review meeting with City staff.
10. Submit design drawings at 90% for final City review and comments.
11. Revise as required and submit sealed "Issued for Construction" drawings as part of Tender documents.
12. Update project cost estimates prepared under the preliminary design.
13. Prepare draft tender documents in accordance with the MMCD Association's General Conditions.
14. Submit draft tender documents and tender advertisements for City review at least three (3) weeks prior to the start of scheduled tender period.
15. Provide technical support and responses to all queries throughout the tender period.
16. Attend tender site meetings as required.
17. Provide recommendations to the City of Duncan on the issuance of all Tender addenda and when directed, prepare addenda for distribution by the City throughout the tender period.
18. Review all tender submissions and provide written recommendations for tender award within seven (7) days of tender close.
19. Arrange and chair a pre-construction meeting with the successful bidder immediately following notice of Tender award.
20. Arrange and chair regular construction meetings from start of construction through to total performance. Appropriate frequency of meetings to be determined by the consultant, but a minimum of one (1) meeting per week is to be held with the contractor, City staff, and all other relevant representatives that may be necessary.
21. Provide all on-site inspection and necessary testing services from start of construction through to the end of the warranty period.
22. Prepare and maintain all inspection reports, field memos, change orders, force account records, deficiencies records, payment certificates, and all other relevant reports and documentation necessary to administer the contract through to the end of the warranty period.
23. Prepare and certify as-built drawings and submit in both hard copy (sealed) and digital (AutoCAD) format.
24. Review and certify all operations and maintenance manuals and submit in both hard copy (bound) and digital (MS Word) format.
25. Provide all administrative services necessary to remedy all project deficiencies and disputes.
26. The proposal should clearly outline the methodology the consultant will use in achieving the objectives.

4.5 PROPONENT EXPERIENCE

Proponents – including any sub-contractors – must provide proof of experience from recent and relevant project examples. Project team and project experience will be a significant factor in the evaluations.

4.6 DRAWINGS

All drawings shall use metric units throughout, and shall use Geodetic datum and UTM Nad 83 coordinates.

Document Type	Preferred File Format
Written Documents	Microsoft Word 2010
Spreadsheets	Microsoft Excel 2010
Technical Drawings	Autodesk AutoCAD 2019 (or newer)
Non-technical Graphics	.jpg, .jpeg, .png, Adobe pdf
Database	Microsoft Access 2007
Drawings, Maps, and Spatial Data	Individual Plan drawings/maps must be supplied in both digital PDF and paper hard copy. Drawing/map source data must be delivered in ESRI ArcGIS shape file or Autodesk Spatial Data File (sdf) NAD 83, UTM Zone 10N projection and accurately overlay onto the City’s existing base mapping. Core attributes and label names must be defined or included in the source data feature class tables with attribute domains created to constrain field values (where possible). From the final map series, a set of symbology layer files must be rendered for all map themes. All digital data are to be delivered on media compatible with the City’s computer equipment.

5.0 - COMMUNICATIONS

Regular updates to the CoD project manager are required throughout the project.

6.0 - FEES AND DISBURSEMENTS

The Proponent shall provide a lump sum fee up to and including the completion of tendering. Any costs incurred by the Consultant above the submitted lump sum cost will be the sole responsibility of the Consultant unless pre-approved by CoD.

An estimate for Construction Services shall be identified in the proposal but actual fees will be billed based on actual hours worked times the hourly rates quoted in the proposal, plus disbursements for the personnel and services stipulated. After the final design is completed, the Construction Services estimate will be discussed and adjusted as mutually agreed upon by both parties.

A schedule of hourly rates for all personnel, proposed equipment, and disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost. Fee Estimates must include all applicable taxes but show taxes as separate items.



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October 27, 2023

APPENDIX A

Request for Proposal Evaluation Form

APPENDIX A

REQUEST FOR PROPOSAL EVALUATION FORM

Proponent's Name: _____			
Project Title: Gibbins Reservoir - Tank #2 - Reservoir Lining Engineering Services			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Design and tendering lump sum fee included		
	Construction services estimate included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (40 points)	Qualifications of firm and project team members	15	
	Experience of firm and project team members	10	
	Past Performance / References	10	
	Resources	5	
Proposal (40 points)	Scope	5	
	Methodology	10	
	Scheduling	10	
	Project Team - Level of Effort	5	
	Clarity of Proposal	10	
Price (20 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

Note: pricing may be evaluated by comparing a Project Manager/Senior Engineer equivalent rate and/or evaluating the overall fee proposal