

# Sunshine Coast Regional District

# REQUEST FOR STANDING OFFER

# Number: 2511601 for Electrical Standing Offer Issue Date:

# June 13, 2025

# **Closing Date of**

# July 23, 2025 at 3:00 PM local time

**CONTACT**: All enquiries related to this Request for Standing Offer, including any requests for information and clarification, are to be submitted by July 9, 2025 and directed, in writing, to <u>purchasing@scrd.ca</u>, who will respond if time permits with a Q&A on BCBid by July 16, 2025. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

**DELIVERY OF RESPONSES:** Responses must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RSO.

**BC Bid Electronic Submission:** Proponents may submit an electronic proposal using BC Bid. Responses must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at <u>https://www.bcbid.gov.bc.ca/</u>). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

OR

**Hard Copy Submission:** Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of the proposal. Responses submitted by hard copy must be submitted by hand or courier to:

### Sunshine Coast Regional District 1975 Field Road Sechelt, BC V7Z 0A8

Regardless of submission method, proposals must be received before Closing Time to be considered.

# **CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:**

The enclosed proposal is submitted in response to the referenced Request for Standing Offer including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RSO including the following:

- a) The Proponent has carefully read and examined the entire Request for Standing Offer;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print): \_\_\_\_\_\_

### NAME OF AUTHORIZED REPRESENTATIVE (please print):\_\_\_\_\_\_

### SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

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# **1. GENERAL TERMS & CONDITIONS**

### 1.1 **DEFINITIONS**

Throughout this the following definitions apply:

"**Addenda**" means all additional information regarding this RSO, including amendments to the RSO;

"**BC Bid**" means the BC Bid website located at <u>https://www.bcbid.gov.bc.ca/</u>;

"Closing Location" includes the location or email address for submissions indicated on the cover page of this RSO, or BC Bid, as applicable;

"**Closing Time**" means the closing time and date for this RSO as set out on the cover page of this RSO;

"**Contract**" means the written agreement resulting from the RSO executed by the Regional District and the successful Proponent;

"**Contractor**" means the successful Proponent to the RSO who enters into a Contract with the Regional District;

"**Must**", or "**mandatory**" means a requirement that must be met in order for a proposal 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 proposal in response to the RSO;

**"Request for Standing Arrangement**" or **"RSA**" means this solicitation process described on BC Bid, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda.

**"Respondent"** means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries, or other affiliates) or natural person with the legal capacity to contract, that submits a Response, (see also "You" and "Your").

**"Response"** means a written response to the RSA and includes the information and documentation, if any, required by the applicable Response Form(s), including the Appendix B – Response Form and if required, the Appendix C Submission Declaration Form that is submitted by a Respondent (see also "Submission").

**"Response Form"** means the 0and if required, the Submission Declaration Form and any other document that is required to be submitted, if any, as part of a Response, including, if applicable, the Submission Declaration Form.

"**Should**", "**may**" or "**weighted**" means a requirement having a significant degree of importance to the objectives of the Request for Standing Offers. **"Standing Arrangement"** means the written arrangement resulting from the RSA executed by the Regional District and each successful Respondent in a form substantially similar to Appendix A.

"SCRD", "Regional District", "Organization", "we", "us", and"our" mean Sunshine Coast Regional District.

### 1.2 FORM OF RESPONSE

This Response must be completed in its entirety. Failure to properly complete this Response form may cause your Response to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Response or to correct minor errors and irregularities.

### 1.3 SUBMISSION OF RESPONSE

- Responses must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RSO. Responses must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Response, including all attachments or enclosures, before the Closing Time.
- For electronic submissions (BC Bid or email), the following applies:
- The Proponent is solely responsible for ensuring that the complete electronic Response, including all attachments, is received before Closing Time;
- (ii) The Regional District limits the maximum size of any single email message to 20MB or less.
- (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3,

email 2 of 3...");

- (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.
- For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the ebidding key of a subcontractor is not acceptable.
- For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RSO number and the project or program title.
- The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- The Proponent bears all risk associated with delivering its Response by electronic

submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.

While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:

(i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or

(ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

#### 1.4 SIGNATURE REQUIRED

Responses must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.5 CLARIFICATIONS, ADDENDA & MINOR

### IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division Sunshine Coast Regional District 1975 Field Road, Sechelt, BC V7Z 0A8

### purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

### 1.6 WITHDRAWAL OR REVISIONS

Responses or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Responses withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. 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 inclusion of particular words.

### 1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Standing Offer are to be directed to <u>purchasing@scrd.ca</u>. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

#### 1.8 CONFLICT OF INTEREST/NO LOBBYING

(a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RSO. This includes, but is not limited to, involvement by a Proponent in the preparation of the RSO or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RSO, participating on the evaluation committee 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 Regional District Contact prior to submitting a proposal. By submitting a proposal, 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 RSO.

(b) A Proponent must not attempt to influence the outcome of the RSO 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 the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

### 1.9 CONTRACT

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in <u>www.scrd.ca/bid</u> and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

### 1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Responses will be considered not only on the total cost of services, but Responses that addresses the environment and social factors.

### 1.11 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

### 1.12 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

### 1.13 IRREVOCABLE OFFER

This Response must be irrevocable for 90 days from the Response closing date and time.

### 1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

### 1.15 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

### 1.16 OWNERSHIP OF DOCUMENTS FREEDOM OF INFORMATION

All documents submitted in response to this Request for Standing Offer shall become the property of the Regional District 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 Response under that Act.

The requirement for confidentiality shall not apply to any Response that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to

#### http://www.cio.gov.bc.ca/cio/priv\_leg/index.page.

### 1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RSO shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RSO does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

### 1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District 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 Response for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. 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 RSO, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

### 1.19 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

### 1.20 EVALUATIONS

Responses will be evaluated in private, including proposals that were opened and read in public, if applicable. Responses will be assessed in accordance with the evaluation criteria.

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

### ACCEPTANCE OF TERMS

The submission of the Response constitutes the agreement of the Proponent that all of the terms and conditions of the RSO are accepted by the Proponent and incorporated in its Response, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

### 1.21 MANDATORY REQUIREMENTS

Responses not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

#### 1.22 STANDING ARRANGEMENT

The Regional District intends to enter into Standing Arrangements with all Respondents who have met all mandatory criteria, mandatory qualification criteria and minimum scores, if any.

- (a) By submitting a Response, the Respondent agrees that should its Response be successful, the Respondent will enter into a Standing Arrangement with the Regional District on substantially the same terms and conditions set out in Appendix A – Standing Arrangement and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.
- (b) The Standing Arrangement is an agreement between the Regional District and the successful Respondents to provide the Inspection Services to the Regional District on an as, if and when requested basis.
- (c) In the event that Services are required, the Regional District will issue an Service Request to the Contractor pursuant to the service request Process set out in section 4.5 of the RSA and Part 3 of Appendix A – Standing Arrangement.
- (d) Execution of a Standing Arrangement does not oblige the Regional District to authorize or issue any Service Request against a Standing Arrangement for any or all of the Services. The Regional District makes no representations or guarantees that the Contractor will receive any Service Requests against the Standing Arrangement and makes no commitments or representations as to the number or value of Service Requests that may be issued over the term of the Standing Arrangement.
- (e) The Regional District will provide written notice to a Respondent that it has been identified as a successful Respondent. The Regional District and the Respondent will subsequently execute a Standing Arrangement, subject to the Respondent satisfying the condition precedents set out in the RSA. No Respondent will acquire any legal or equitable rights or privileges relative to a Standing Arrangement until the Standing Arrangement is duly executed.

- (f) Respondents should avoid adding content or text to their Responses that means, or could be construed to mean, that the Respondent does not accept Appendix A – Standing Arrangement (or any associated content, Schedules, etc.). If a Response contains content or text that means, or could be construed to mean, that the Respondent does not accept Appendix A – Standing Arrangement(or any associated content, Schedules, etc.), such Response content or text may result in the Response being noncompliant and eliminated from the RSA process.
- (g) If an interested supplier has any questions about the Standing Arrangement, the supplier should pose any questions to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.
- (h) In addition, interested vendors and Respondents should carefully review the entire RSA, including these RSA process rules.

### 1.23 COLLUSION

Except 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 proposal or in the proposal 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 proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

### 1.24 CONFLICT OF INTEREST

Proponents shall disclose in its Response any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

### 1.25 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

### 1.26 TRADE AGREEMENTS

This RSO is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

### 1.27 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Regional District of British Columbia, which shall be deemed the proper law thereof.

### 1.28 REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

### 1.29 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement 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. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

### 1.30 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 Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), 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 Regional District to advise or assist with the RSO process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information

pursuant to this RSO, questions are to be submitted to the RSO Contact.

### 1.31 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Response or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

### 1.32 DEBRIEFING

At the conclusion of the RSO process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

# 2. INTRODUCTION

# 2.1 Purpose

This Request for Standing Offer (RSO) is to establish a Standing Offer Agreement, for asand when required provision of all the Regional District's requirements for a qualified Electrical Contractor. To provide routine electrical maintenance, installation and repair including emergency repair (and call out) of electrical services, inclusive of any capital projects not exceeding a maximum of \$5,000 per project.

Service that may be required could be a range from light residential type work to industrial type work. Voltages can vary from low voltage control type wiring up to 600-volt work. Work could include repair, installation or removal of new or existing equipment. Service may be required at any Regional District owned or operated buildings, facilities or sites (Sites).

# 2.2 **Project Scope and Budget**

The total requirement for the work, including labour, fees, and materials, is estimated to be approximately \$25,000 to \$75,000 per fiscal year, based on recent contracts for similar work. The Service Provider is advised that there is no commitment to expend all, or any amount of the contract, as the work may be less depending on the required tasks, additional project work, and funding availability.

# 3. SITUATION/OVERVIEW

# 3.1 Background

The Regional District has a multi-location infrastructure situated on the Sunshine Coast, encompassing a head office, recreation facilities, water and wastewater treatment facilities, waste facilities, fire halls, and satellite offices. These locations vary in age from 1930 to 2023.

Since 2021, the Regional District has engaged an on-call Electrical Service provider to meet our Sites needs, including emergency repairs, scheduled repairs and maintenance, as well as upgrades to our facilities or sites.

# 3.2 **Project Objective**

The objective of the Standing Offer is to provide certified electrical services for requested work and repairs for Regional District Sites, on the Sunshine Coast on an as and when requested basis.

# 3.3 Scope

The work requested may include but is not limited to the following:

• Breaker panel repairs, maintenance and upgrades.

- Conduit systems for communication and other electronic systems.
- Diagnosing pump motor electrical problems including winding tests.
- Domestic water heating and pumping equipment.
- Electrical conduit and wiring.
- Electrical metering and/or distribution switchboards.
- Electrical vault cleaning and switch gear cleaning.
- Emergency and urgent electrical repairs.
- Emergency power and/or lighting systems and controls utilizing generators or DC to AC inverters.
- EV charging stations.
- General electrical repairs, upgrades and maintenance.
- Waste water pump maintenance and repairs.
- Interior renovations, planned upgrades, and additions to circuits.
- Lighting installation, repair and maintenance, including the luminaries and the lighting control systems.
- Electrical equipment (such as light fixtures, plugs and other common electrical fixtures) failure repairs.
- Obtaining any required electrical and/or inspection permits as required.
- Panel boards, control panels.
- Power and conduit to other systems such as HVAC systems or equipment.
- Providing assistance with BC Hydro incentive supporting documents.
- Receptacles, switches.
- Thermo-graphic imaging of the electrical equipment.
- Trouble shooting electronics and working with HMI's.
- Trouble shooting, tracing and wire pulls.
- Working on single phase to three phase equipment.

# 3.4 Emergency Services and Overtime

Emergency services will be expected to be performed by the Contractor when there is an electrical emergency that can potentially put people or property at risk and corrective repair of any electrical problem required to restore the facility and/or grounds to an operational, secure and safe condition.

The Contractor will only be permitted to charge overtime with written approval from the Regional District for services that are required to undertake afterhours, this work could include but is not limited to electrical, cabling and equipment failures, surges, power outages, electrical fires, and electrical maintenance.

# 3.5 Resources

The Service Provider should have the ability to have access to, at least one (1) boom lift or other piece of equipment that is capable of reaching 30'0" for high elevation overhead lights.

The Service Provider should have all equipment and related materials to meet the demands of a commercial electrical contractor working on high voltage systems.

The Service Provider should have at least one (1) full-time employed Master Electrician as defined by Technical Safety BC. The Service Provider will need to ensure at least one (1) full-time employed electrician hold a valid Unrestricted Class A Field Safety Representative certificate at all times during the Term of the contract.

# 3.6 Disposal

Disposal of unusable electrical equipment and debris related to any Work is the responsibility of the Service Provider. The Service Provider will ensure that the wastes are disposed in compliance with the local municipal and all the relevant regulations.

# 3.7 Materials

The Contractor will ensure that all installed equipment or materials:

- Are new and in working order without defects.
- Will have the proper certification in place for use in British Columbia.
- Will meet the required Canadian environmental and safety requirements.

# 3.8 Standards

All equipment, materials and labour utilized during the course of the project will comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- Canadian Standards Association (CSA).
- National Fire Code.
- Canadian Electrical Code.
- WorkSafeBC.
- BC Provincial Motor Vehicle Act.
- BC Building Code.
- Workplace Hazard Material Information System (WHMIS).
- Canada Labour Code.
- Canada Occupational Health Safety and Health Regulations.
- All other applicable Federal, Provincial and Municipal codes pertaining to the trades involved in the work.

# 3.9 Inspections

For any and all work that requires inspection; once the Contractor declares the work complete, they will have the work inspected and complete any additional work that is required to pass inspection at the expense of the Contractor. The Contractor will provide a copy of all passed permit inspections to the Regional District.

# 3.10 Security

The Service Provider and any subcontractor may be supervised when performing the work in areas with sensitive information and or servers at the sole discretion of the Regional District.

# 4. CONTRACT

# 4.1 General Contract Terms and Conditions

The Regional District intends to enter into a Standing Offer Agreement with the top highest scoring Proponent. This RSO and the successful Proponent's Proposal will form the basis of any contract entered into. The successful Proponent will be required to enter into Standing Offer Agreement see Appendix A.

# 4.2 Term

The term for this agreement will be for a three (3) year period with the option to renew up to an additional two (2) years at the sole discretion of the Regional District.

# 4.3 Service Requirements

The Service Provider's responsibilities will include the following:

- Meeting all electrical regulations and codes as outlined by Technical Safety BC and the BC Safety Standards Act as well as that the work conforms to the National Building Code of Canada, the British Columbia Electrical Code, and any other Acts, regulations or other applicable ordinance. The Service Provider will follow the rules and customs of best trade practices.
- Obtaining and applying for all permits and licenses within the jurisdiction for the work.
- Providing all services including all necessary labour, materials, equipment and tools.
- Ensuring that work has been inspected by authorized Regional District personnel.
- Routine electrical installation, maintenance and repair services.
- Additional electrical project related work (if any, as required).
- Emergency call out services or repairs for electrical, data and security devices.
- Being responsible to act as the Field Safety Representative for any Regional District sites that require electrical permits to operate.
- Maintaining a logbook at all the sites with electrical operating permits that provide details of any work performed.
- Ensuring all work is conducted by a journeyman electrical tradesperson with appropriate BC Industry Training Authority Trade Qualifications Card. Work may be conducted by an apprentice under direct supervision of a journeyman electrical tradesperson and in compliance with the requirements of WorkSafe BC and Technical Safety BC. All efforts need to be made to designate the same electrician(s) to attend the site for familiarity and continuity purposes.

# 4.4 **Reporting Requirements**

The Contractor will be required to provide:

- Post Service Reports identifying the facility, equipment installed, serviced or replaced.
- Recommendation Reports (as required) for work that is required to be completed in the future.

• Thermographic Reports per facility that includes images of the equipment representing observed temperatures. This report should include any concerns and the associated recommendations to resolve the issue.

### 4.5 Service Request

The Regional District will reach out the Contractor to request service to be performed, the Contractor will:

- 1. Acknowledge that they have received the service request within one (1) business day of the receipt.
- 2. Within two (2) weeks (unless otherwise specified of the initial service request) the Contractor will provide a detailed cost estimate or cost structure and a project schedule, the quotation will be an all-inclusive cost that will include all expenses, materials and labour utilizing the agreed upon unit rates.
- 3. The proposals will be reviewed by the Regional District, if approved the Regional District will issue a draw down PO and/or general services agreement and the Contractor will perform the work within the requirements of the agreement.

If the Contractor fails to respond to a request for a service and attempts have been made on behalf of the Regional District to reach out to the Contractor, the Regional District reserves the right to request quotes from another supplier for them to perform the services.

The Regional District reserves the right to obtain additional estimates/quotes to ensure the work approach and costs are within the industry norms.

### 5. **REQUIREMENTS**

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RSO.

This section includes "Response Guidelines" which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RSO. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District's expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

### 5.1 Capabilities

### 5.1.1 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of five (5) years within the past 10 years providing services of a similar scope and complexity. Similar scope and complexity is defined as:

- a) Commercial, Industrial and/or institutional enterprises.
- b) Primary Electrical Contractor and Identified lead on Permits.
- c) Working with local governments (preferred).

# 5.1.2 Key Personnel

The Proponent should provide the qualifications, experience and details about their Key Personnel roles and responsibilities.

Journeyman should have a minimum of five (5) years of experience in a commercial setting, and all apprentices need to be registered as an apprentice for the Certified Trade.

# 5.1.3 References

Proponents need to provide a minimum of three (3) references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

### 5.1.4 Qualifications and Licenses

Proponents will need to provide evidence that:

- a) They are licensed to provide electrical services in the Province of British Columbia.
- b) All service personal hold a valid operator certificate for using any machinery or equipment under the scope of work.

# 5.1.5 Equipment and Resources

Proponents should provide details about relevant equipment and resources that they have available to perform services under the agreement, this should include but is not limited to access to boom lift(s) or other relevant or specialized equipment.

# 5.2 Sustainable Social Procurement

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- Contribute to a stronger local economy by:
  - > promoting a Living Wage
  - Using fair employment practices;
  - > Increase training and apprenticeship opportunities;
- Local expertise knowledge by:
  - Being locally owned;
  - > Utilization of local subcontractors;
  - Environmental Cost of Ownership;
- Energy efficient products;
- Minimal or environmental friendly use of packing materials; and
- Reducing hazardous materials (toxics and ozone depleting substances).

# 5.3 Approach and Performance

### 5.3.1 General

Proponents need to provide details on their approach to service delivery. This should encompass quoting procedures, emergency and urgent repair services, and any other related services that will offer them a competitive advantage.

### 5.3.2 Response Timelines

Proponents should provide details about their response timelines which should include but is not limited to:

- 1. Emergency Repairs response timeline and process
- 2. Urgent Repairs response timeline and process
- 3. General Repairs response timeline and process.
- 4. Request for quotation process and response timeline for requests.
- 5. Other timeline factors.

# 5.3.3 Site Safety

Proponents need to provide details on how they will execute the work safely. This should include a general plan for site access and egress, as well as a description of the methodologies they will use to ensure compliance with all relevant codes and regulations.

### 5.3.4 Warranty

Proponents need to provide details about their warranty policies and how they meet or exceeds our requirements:

- a) Repair or replace, without charge, any defects due to faulty materials or poor workmanship that may appear within 12 months.
- b) Standard Manufacturers warranty periods.
- c) Other warranty information.

## 5.4 Price

Proponents need to submit separate all-inclusive unit rates for services and materials.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

Proponent's will provide a list of all major suppliers and manufacturers involved in the contract, including their country of origin and whether they are based in the United States.

### 6. **RESPONSE FORMAT**

Proponents should ensure that they fully respond to all requirements in the RSO in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

### 7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Responses will be assessed in accordance with the entire requirement of the RSO, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Response, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Response.

# 7.1 Mandatory Criteria

Responses not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria	
The proposal must be received at the Closing Location before the Closing Time.	

The proposal must be in English.

The proposal must be submitted using one of the submission methods set out on the cover page of the RSO

The proposal must either (1) include a copy of the Confirmation of Proponent's Intent to be Bound that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RSO

# 7.2 Weighted Criteria

Responses meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight (%)
Capabilities	30
Approach and Performance	30
Sustainable Social Procurement	15
Price	20
TOTAL	100

# 7.3 Price Evaluation

The lowest priced Response will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal\* total points available for price.

# Appendix A Standing Offer Agreement

(provided as a separate document)

# **Appendix B Schedule of Unit Prices**

(provided as a separate document)