



REQUEST FOR PROPOSALS No. 26-001

ELECTRICAL MAINTENANCE AND REPAIR FOR WASTEWATER SERVICES

Issue Date: January 20, 2026

Closing Date and Time:

Proposals are to be submitted by email to alimpus@rdn.bc.ca before

3:00 PM (15:00 hrs) Pacific Time on February 19, 2026

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Regional District of Nanaimo (RDN) Contact for Questions:

Adrian Limpus, Wastewater Coordinator, Operations

Email: alimpus@rdn.bc.ca

Optional Site Meeting (for more details see Section 3.1)

February 12, 2026, from 9:00 am to 10:15 am Greater Nanaimo Pollution Control Centre (4600 Hammond Bay Road, Nanaimo, BC), 11:00 am to 12:00 pm French Creek Pollution Control Centre (957 Lee Road, Parksville, BC).

Proponents must register individuals who are attending in advance by

email to: Email: alimpus@rdn.bc.ca

Attendees must wear appropriate PPE including a high visibility vest and steel-toed boots and sign in on arrival.

Questions should be received in writing by February 13, 2026

Contents

1.0 Introduction	5
2.0 Definitions	6
2.1 Definitions	6
3.0 Instructions to Proponents	7
3.1 Optional Site Meeting	7
3.2 Examination of Proposal Documents and Viewing Regional District Facilities	7
3.3 Proposal Closing Date and Delivery Instructions	8
3.4 Mandatory Requirements	8
3.5 Inquiries and Clarifications	8
3.6 Addenda.....	9
3.7 Proponent Costs for Proposal	9
3.8 Liability for Errors	9
3.9 Changes to RFP Document.....	9
3.10 Changes to the Proposal Wording and Content.....	9
3.11 Prices	9
3.12 Acceptance and Rejection of Proposals	10
3.13 Right to Cancel the RFP Process	10
3.14 Withdrawal of Proposals	10
3.15 Conflict of Interest	10
3.16 No Claims	10
3.17 Freedom of Information and Privacy Protection Act.....	11
3.18 Ownership of Proposals	11
3.19 Acceptance of Terms	11
3.20 Litigation Clause.....	11
3.21 Contract for Services.....	11
4.0 PROPOSAL SUBMISSION FORMAT AND CONTENTS	12
5.0 EVALUATION AND SELECTION PROCESS	13
5.1 Evaluation Team	13
5.2 Proposal Evaluation Process.....	13
5.3 Additional Information.....	13
5.4 Desirable Criteria	13
5.5 Negotiation of Contract and Award.....	14
SCHEDULE A: REQUIREMENTS	15
1.0 Scope of Work	15
2.0 Price	16
2.1 Labour and Materials.....	16
2.2 Rates.....	16

2.3 Markups	17
2.4 Invoice Copies.....	17
2.5 Invoices.....	17
2.6 Service Technicians Certification and Safety Training Requirements	17
2.7 Worksite Security Procedures	18
2.8 Identification	18
2.9 Service Call Requests	18
2.10 Additional Repairs	18
2.11 Written Quotations.....	18
2.12 Contractor Work Sheets/Field Reports	19
2.13 Work Sites.....	19
2.14 Adding / Removing Regional District Facilities or Services	19
2.15 Clean Up	19
2.16 Warranty	19
2.17 Cybersecurity and Data Protection	19
2.18 Environmental Management System	20
SCHEDULE B: PROPONENTS MANDATORY RESPONSE FORM	21
Part A – Company Profile and Experience (35 points)	21
1.0 Corporate Profile and Comparable Work Experience	21
2.0 Relevant Project and/or Maintenance Experience and References	23
3.0 Personnel.....	25
Part B – Financial Considerations (40 points)	29
1.0 Labour Rates.....	29
2.0 Mark-up: Materials / Rental equipment / Sub-contractor	29
2.1 Owned Equipment	30
3.0 Travel Time	30
3.1 Charge for Vehicle	30
Part C –Technical Information (25 points).....	31
1.0 Response Time	31
1.1 Regular Service Response Time	31
1.2 Emergency Service Response Time	31
1.3 After Hours Emergency Service Approach.....	31
2.0 Contact Phone Numbers (please provide for information)	32
2.1 During Regular Hours	32
2.2 Outside Regular Hours	32
3.0 Equipment and Vehicles (please provide for information).....	33
4.0 Experience with Process Industry, PLC, and SCADA systems	34
5.0 Warranty – Parts / Workmanship.....	35
6.0 Occupational Health and Safety Program.....	36

7.0 Quality Assurance Program.....	37
APPENDIX A: PROPOSAL SUBMISSION FORM	38
APPENDIX B: FACILITY LOCATION LIST	39
APPENDIX C: RECEIPT CONFIRMATION FORM	40
APPENDIX D: ELECTRICAL CONTRACTOR SERVICES AGREEMENT	41

1.0 Introduction

The Wastewater Services department of the Regional District of Nanaimo (RDN) operates four wastewater treatment plants, 23 pump stations, and two septage receiving sites to transport and treat wastewater from more than 140,000 residents between Qualicum Beach and Duke Point.

The wastewater treatment plants operated by the RDN include Greater Nanaimo Pollution Control Centre (GNPCC), French Creek Pollution Control Centre (FCPCC), Nanoose Bay Pollution Control Centre (NBPCC), and Duke Point Pollution Control Centre (DPPCC)

The RDN is interested in selecting one (1) Contractor to provide electrical maintenance and repair services over the term.

The scope of Work includes the provision of electrical maintenance and support services on an “as needed and as requested” basis to support Wastewater Services’ operations at the sole discretion of the Chief Electrician or designate.

The average annual amount spent by the RDN Wastewater Services department on electrical maintenance and repair services can vary between \$50,000 to \$150,000 (including labour and equipment costs)

Only qualified Electrical Journeyman personnel will be permitted to service Regional District facilities. The minimum Technical Safety BC qualification level for workers on RDN facilities is Field Safety Representative Class B.

The type of Work required will include, but is not limited to, repair, replacement, and maintenance of electrical components.

The Services will include, but is not limited to:

- Electrical conduit and wiring.
- Lighting systems and lighting control systems.
- Receptacles, switches, data, and telephone wall jacks.
- Emergency lighting equipment, fire alarm systems.
- Power and conduit to other systems such as Heat Ventilation Air Conditioning (HVAC) systems, generators, uninterruptable power supply (UPS)’s or equipment.
- Data and telephone cabling
- Installation and communication of instrumentation devices.
- Conduit systems for communication and other electronic systems.
- Pumps, motors, Motor Control Centre (MCC) panels, electrical breakers.
- Low voltage wiring for Direct Digital Control (DDC).
- Air controls.
- Generator systems.
- Pump Controls.
- Supervisor Control and Data Acquisition (SCADA) System.
- Variable Frequency Drives (VFD’s).

- Soft Starts.
- Fire Alarm Systems: Class A, B and addressable.
- Heat trace systems.
- Sewer Pumps.
- Security alarm systems, as required.
- Programmable Logic Controller (PLC) Installation and Maintenance
- Install and commissioning new wiring for upgrades and improvements, as required.

The contractor is expected to be available to respond twenty-four (24) hours per day, seven (7) days per week, 365 days per year, as determined by the nature of a given situation and/or emergency.

If awarded, the term of the Contract will be for 3 years. The term is anticipated to commence March 1, 2026 and conclude February 28, 2029. Fixed pricing is required until the end of the first calendar year of the term.

Labour rates will be subject to annual adjustment effective each January 1st during the term of this Agreement (commencing January 1, 2027). The annual rate adjustment will be made based on the annual *Consumer Price Index for British Columbia* published by Statistics Canada (“BC CPI”) from the month of December. If such index is discontinued or materially modified, the parties shall agree on a replacement index of similar scope and methodology.

RDN Wastewater Services’ intent is to purchase its own electrical and instrumentation equipment whenever possible and to provide this equipment for use to the contractor. There still may be a requirement for Contractors to purchase electrical and instrumentation equipment as required and/or as directed.

2.0 Definitions

2.1 Definitions

Throughout this Request for Proposal (RFP), the following definitions will be used:

“Contract” means the Regional District of Nanaimo Electrical Services Agreement (see Appendix D) and associated Schedules from this RFP.

“Contractor” means the successful Proponent to this Request for Proposal who enters into a Contract with the Regional District for Electrical Maintenance & Repair Services.

“must” “mandatory” means a requirement that must be met in order for a Proposal to receive consideration.

“Chief Electrician” means the individual responsible for managing the electrical, instrumentation, and SCADA systems at Greater Nanaimo Pollution Control Centre (GNPCC). The Chief Electrician is also the Field Safety Representative for the electrical permits in the Southern Communities (GNPCC, Nanaimo Pump Stations and Interceptor, and Duke Point)

“Pollution Control Centres” and “Facilities” means Regional District facilities as indicated in **Appendix B** where the Work is to be performed.

“Proponent” means an individual or a company (Contractor) that submits or intends to submit a Proposal to this Request for Proposal.

“Proposal” means a Proposal submitted by a Proponent in response to this RFP.

“Regional District” means the Regional District of Nanaimo

“RFP” means this Request for Proposals document.

“Services” has the meaning set out in **Schedule A**.

“Work” shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor and all other expenditures in connection to complete the Work.

3.0 Instructions to Proponents

3.1 Optional Site Meeting

To provide an overview of the RFP process, clarify the Scope of Work and answer any questions Proponent's may have, there will be an optional site meeting scheduled On February 12th at 9:00 am to 10:15 am at Greater Nanaimo Pollution Control Centre (GNPCC) at 4600 Hammond Bay Road, Nanaimo, BC, and 11:00 am to 12:00 pm at French Creek Pollution Control Centre (FCPCC) at 957 Lee Road, Parksville BC.

To attend the site meetings, participants must register in advance the individuals who would be attending via email to alimpus@rdn.bc.ca.

Attendees must wear appropriate PPE including a high visibility vest and steel-toed boots.

Proponents will sign the sign-in sheet for records of attendance at the meeting. Questions which are taken under advisement will be documented and the responses in the form of an addendum will be posted on BC Bid and on the Regional District's website.

3.2 Examination of Proposal Documents and Viewing Regional District Facilities

The Proponent must carefully examine the RFP Documents, and it is in their best interest to view the Regional District Facilities. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the Regional District of Nanaimo.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the Regional District, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in this RFP Document, Drawings, Specifications, Site Visit and Investigation, and any resulting Addenda will be incorporated into any Contract between the Regional District and the successful Proponent and therefore must be considered by the Proponent in preparing their Proposal.

3.3 Proposal Closing Date and Delivery Instructions

It is the sole responsibility of the Proponent to submit their Proposal to the RDN by 3:00 p.m. (15:00 hrs) February 19, 2026, (the “closing date & time”).

Proposals must be submitted by email to alimpus@rdn.bc.ca. The RDN will endeavor to provide confirmation of receipt for Proposals submitted.

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Proposals will not be accepted in any other manner. Late Proposals **will not** be considered.

It is the Proponent’s sole responsibility to ensure they allow themselves enough time to submit their Proposal.

3.4 Mandatory Requirements

Mandatory Requirement	Proponent’s Check List	
Proposal(s) must be received prior to 3:00 p.m. (15:00 hr) Pacific Time on February 19, 2026 the “closing date and time”).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proposal must be submitted in English.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proposal must be received by email to alimpus@rdn.bc.ca	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Appendix A: Proposal Submission Form must be completed and must be signed by an authorized person in a position to legally bind the Contractor and Proponent to statements made in response to this Request for Proposal.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Schedule B must be completed on the Schedule provided. Proponents are to provide their Proposal responses directly onto Schedule B .	YES <input type="checkbox"/>	NO <input type="checkbox"/>

3.5 Inquiries and Clarifications

All questions related to this RFP are to be directed in writing by email to:

Adrian Limpus
Wastewater Coordinator, Operations
alimpus@rdn.bc.ca

The Regional District will only respond to questions that are submitted in writing. The responses to any written questions received by Regional District staff will be issued to all potential Proponents as a written addendum posted on BC Bid and the RDN website.

Questions are to be submitted in writing before end of business day on February 13, 2026. The Regional District reserves the right not to answer questions received after this date.

Proponents finding discrepancies or omissions in the RFP documentation or having doubts as to the meaning or intent of any provision should immediately notify the contact person listed above. No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

The Regional District will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries. If the Regional District determines that an amendment is required to this RFP, the Regional District's will issue an addendum and such an addendum will be posted on the BC Bid website, the Regional District's website and distributed to all Proponents who have returned the Receipt Confirmation Form **(Appendix C)**.

3.6 Addenda

Each addendum shall be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum sent out by the RDN's Wastewater Services department. Proponents are solely responsible for checking for all addenda and including said addenda in their final Proposal submission.

3.7 Proponent Costs for Proposal

The Regional District shall not be liable for any costs incurred in responding to any Regional District RFP, including the costs of Proposal preparation, and any travel relating to the RFP and Proposal process, including attendance at the non-mandatory information sessions.

3.8 Liability for Errors

While the Regional District has used considerable effort to ensure an accurate representation of information in this RFP, 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. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the work in this RFP.

3.9 Changes to RFP Document

Proponent(s) must not alter any portion of this RFP document, except for adding the information requested. To do so may invalidate the submission of its Proposal.

3.10 Changes to the Proposal Wording and Content

The Proponent will not be allowed the opportunity to change the wording or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal, unless requested by the Regional District (e.g. minor clarifications).

3.11 Prices

All Prices shall be in Canadian Funds and shall remain **FIRM** until December 31, 2026. Labour rates will be subject to annual adjustment effective each January 1st during the term of this Agreement (commencing January 1, 2027). The annual rate adjustment will be made based on the annual *Consumer Price Index for British Columbia* published by Statistics Canada ("**BC CPI**") from the month of December. If such index is discontinued or materially modified, the parties shall agree on a replacement index of similar scope and methodology.

Rates are all inclusive without limitation, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other expenditures necessary in connection with and completion of the Work/Services requested. GST and PST tax are not included in any prices and shown separately on the invoice.

3.12 Acceptance and Rejection of Proposals

This RFP is not an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with any Proponent.

The Regional District reserves the right to:

- a. Not accept any Proposal in response to this RFP.
- b. To reject all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP.
- c. To reject any Proposal at any time prior to execution of a Contract.
- d. To reject Proposals which are incomplete, conditional, or obscure or erasures or alterations of any kind.
- e. To waive immaterial defects and minor irregularities in any Proposal.
- f. To assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the Regional District's sole estimation, the personnel and/or resources of the Proponent are insufficient.

3.13 Right to Cancel the RFP Process

The Regional District reserves the right in its sole discretion to cancel this RFP process at any time and may in its discretion, elicit offers from other parties (whether such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating with any party if:

- a. A suitable Proponent has not been selected.
- b. Award of Proposals are subject to the RDN's internal approval process outlined in the Regional District of Nanaimo's Purchasing Policy. In the event approval is not received, the Regional District reserves the right to Cancel the RFP process and proceed with the Work some other way.

3.14 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time prior to the Proposal closing time by submitting a written withdrawal notice to the contact person for the RFP (Adrian Limpus alimpus@rdn.bc.ca)

3.15 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Regional District or their immediate families which might in any way be seen by the Regional District to create a conflict.

3.16 No Claims

The Regional District and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or

participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

3.17 Freedom of Information and Privacy Protection Act

The contents of the Proposal are subject to the Freedom of Information and Privacy Protection Act (FOIPPA). The Proponent should note within its Proposal whether it considers any part of the Proposal as proprietary or trade secret. The Regional District attempts to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, the Regional District has the sole discretion in determining whether any part(s) of Proponent Proposals contain information that is exempt from FOIPPA legislation.

3.18 Ownership of Proposals

All Proposals submitted, other than any Proposal withdrawn prior to the closing date and time of Proposals or any late Proposals, become the property of the Regional District and will not be returned to Proponents.

3.19 Acceptance of Terms

All the terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal, except those revisions that are proposed or requested in the Proposal and accepted by the Regional District.

3.20 Litigation Clause

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

- Any other contract for Work; or
- Any matter arising from the Regional District's exercise of its powers, duties or functions under the Local Government Act for another enactment

Within five years of the date of this Request for Proposal.

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

3.21 Contract for Services

The contract to be signed with the successful proponent will be the *Regional District of Nanaimo Electrical Contractor Services Agreement (Appendix D)*. This contract must be fully executed by both parties prior to work commencement.

The contract will incorporate Schedule A – General Terms, Schedule B Part 2 and 3 (Rates, Equipment Mark-up), Schedule C, Insurance, Electrical Ticket Verification, Worksafe BC verification, and any Addenda during the RFP process.

4.0 PROPOSAL SUBMISSION FORMAT AND CONTENTS

Proponents are required to submit the following information which will be used in the evaluation of Proposals:

Appendix A: Proposal Submission Form

In order to be entitled to consideration, **Appendix A** must be completed and must be signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this Request for Proposal.

Schedule B: Proponent's Mandatory Response Form

Completion of **Schedule B**. Proponent(s) should respond to each of the items listed in [Schedule B] to ensure their Proposal submission receives full evaluation consideration. The Proposal response must be provided directly onto **Schedule B**, including any appendices requested.

5.0 EVALUATION AND SELECTION PROCESS

5.1 Evaluation Team

The evaluation of Proposal submissions will be undertaken on behalf of the Regional District by an Evaluation Team appointed by the Regional District, which may consist of one or more people. The Regional District reserves the right and at its sole discretion to choose the Evaluation Team members.

5.2 Proposal Evaluation Process

- i. Proposals received by the “closing time” will be screened for compliance with the mandatory requirements as stated in **Section 3.4**. The Evaluation Team reserves the right to (at its sole discretion) determine whether any Proposal is compliant. Non-compliant Proposals will be rejected.
- ii. Compliant Proposals will be reviewed and evaluated against the Desirable Criteria to determine the Proposal offering “Best Value” to the Regional District. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal.
- iii. It is the intent of the Regional District to award the Contract to the highest ranked Proponent.
- iv. Any award of a Contract will be subject to satisfactory references checks in the sole opinion of the Regional District. The Regional District will not enter into any Contract with any Proponent whose references are found to be unsatisfactory.
- vii. Unsuccessful Proponents will be advised of the contract award. A debrief will be provided to unsuccessful Proponents on request.

5.3 Additional Information

The Evaluation Team may, at its sole discretion, request clarifications from a Proponent with respect to its Proposal, and the evaluation team may make such requests to only selected Proponents. The evaluation team may consider such clarifications in evaluating Proposals.

5.4 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the desirable criteria. The Evaluation Team will compare, evaluate and score Proponents Proposal based on the submission responses to **Schedule B**. Proponents are encouraged to respond to all questions in **Schedule B** to ensure their Proposal receives full consideration.

Desirable Criteria	Point Value
Part A: Company Profile and Experience For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to Schedule B [Part A] .	35
Part B: Financial Considerations For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to Schedule B [Part B] .	40
Part C: Technical Information For this evaluation criterion the Evaluation Team will give particular reference to the Proponents responses to Schedule B [Part C] .	25
TOTAL	100

5.5 Negotiation of Contract and Award

It is the intent of the Regional District to ensure the Regional District has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with Proponents including, but not limited to, matters such as:

- Price adjustments.
- Minor Changes to Services.
- Contract details.
- Contract payment details.

SCHEDULE A: REQUIREMENTS

1.0 Scope of Work

The Contractors selected in this RFP shall provide all labour, materials, tools, equipment and transportation necessary to complete Electrical Maintenance and Repair Services in accordance with all applicable Regional District, Provincial and Local Fire Authority having jurisdiction for all Work required at various Regional District of Nanaimo Facilities identified in **Appendix B** Regional District of Nanaimo – Facility Location List.

The scope of Work includes the provision of electrical services on an “as needed and when requested” basis including emergency response, and at the sole discretion of the Chief Electrician or designate for additional work and/or individual projects under \$5,000 at various Regional District of Nanaimo Wastewater Facilities as indicated in **Appendix B** (attached).

Additional Work and/or individual projects between \$5,000 and \$20,000 will require a quotation and the quotation will be reviewed by the Chief Electrician or designate, and only if accepted by the Chief Electrician or designate will the Contractor proceed. For additional work and/or individual projects between \$20,000 and \$50,000, a quotation will be obtained from all firms selected in this RFP. Additional work and/or projects above \$50,000 will be procured separately.

The Regional District would be under no obligation to pay for Work done without prior approval and may at its sole option request alternate quotations.

The Services shall include, but is not limited to:

- Electrical conduit and wiring.
- Lighting systems and lighting control systems.
- Receptacles, switches, data, and telephone wall jacks.
- Emergency lighting equipment, fire alarm systems.
- Power and conduit to other systems such as Heat Ventilation Air Conditioning (HVAC) systems, generators, uninterruptable power supply (UPS)'s or equipment.
- Data and telephone cabling
- Installation and communication of instrumentation devices.
- Conduit systems for communication and other electronic systems.
- Pumps, motors, Motor Control Centre (MCC) panels, electrical breakers.
- Low voltage wiring for Direct Digital Control (DDC).
- Air controls.
- Generator systems.
- Pump Controls.
- Supervisor Control and Data Acquisition (SCADA) System.
- Variable Frequency Drives (VFD's).
- Soft Starts.
- Fire Alarm Systems: Class A, B and addressable.
- Heat trace systems.
- Sewer Pumps.

- Security alarm systems, as required.
- Programmable Logic Controller (PLC) Installation and Maintenance
- Install and commissioning new wiring for upgrades and improvements, as required.

If the Contractor is unable to provide the services within the time frame required, or is unavailable, the Regional District reserves the right to contact another Contractor to perform the Service(s).

The Contractor is to be available to respond as determined by the nature of a given situation and/or emergency; twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

Types of Electrical Repair Service Request Include services on an “as needed and when requested” basis, including emergency response at Regional District of Nanaimo Wastewater Services Facilities:

Regular/ Non-Emergency Repair or Maintenance Service Requests:

The Contractor will have a qualified technician physically present on site at the Facility for routine service requests received prior to 12 pm on the same business day of being called by the Regional District. Service requests received after 12 pm would need to be responded to at the Facility prior to 12 pm on the next business day.

Emergency Repair Services Requests:

The Contractor will have a qualified technician physically present on-site at the Facility for emergency repair services requests immediately after called and in no cases longer than 90 minutes of being called by the Regional District. Emergency repair service shall include corrective repair of any electrical problem required to restore the Facility and/or grounds to an operational, secure, and safe condition as determined by the Project Contact.

Other Contractors or Regional District Personnel

The Regional District may have its own work forces and other Contractors on the site while the Work of this Contract is under way. The Regional District will coordinate the Work of all Contractors on the site and require their coordination with each other.

2.0 Price

2.1 Labour and Materials

This shall be a Labour and Materials contract guided by the rates and pricing structure identified in **Schedule B (Part B)**.

2.2 Rates

Labour Rates will be in effect as of the contract start date and remain firm until the end of the first calendar year of the agreement. Labour rates will be subject to annual adjustment effective each January 1st during the term of this Agreement (commencing January 1, 2027). The annual rate adjustment will be made based on the annual *Consumer Price Index for British Columbia* published by Statistics Canada (“BC CPI”) from the month of December. If such index is discontinued or materially modified, the parties shall agree on a replacement index of similar scope and methodology.

2.3 Markups

2.3 Proponents are also asked to submit their markup amount on original supplier invoiced materials, supplies, equipment and sub-contractor as a percentage (%). This markup will apply for the initial contract term and any extensions.

2.4 Invoice Copies

The Regional District may request the successful contractor to supply original copies of supplier invoices for materials, supplies and equipment used in repairs/installations for audit purposes.

2.5 Invoices

Service call and repairs shall be invoiced within 30 days of completion of the project, according to the rates submitted on **Schedule B (Part B)**. All invoices shall include, at a minimum, the following information:

- a. Current Open/Standard Purchase Order Number.
- b. Facility Name and address of where Work was completed.
- c. Project Contact information (name);
- d. Hourly rates and charges by classification.
- e. Total number of hours worked.
- f. Detailed List of materials supplied and installed.
- g. Breakdown of cost and markup by each material item listed.
- h. Original supplier invoices must be provided for equipment.
- i. Description of Work performed.
- j. GST & PST; and
- k. The Contractor will submit if required by the RDN Field Level Risk Assessments (FLRA's) required as part of the RDN's occupational health and safety program with their invoices.
- l. Any other information.
- m. Failure to comply with invoice criteria listed above may result in invoices being returned for correction and payment delayed until above criteria has been provided.

2.6 Service Technicians Certification and Safety Training Requirements

- a. All work carried out under the Electrical Maintenance and Repair Services: shall be carried out by a Journeyman Electrical Tradesperson with appropriate Trade Qualifications Card in compliance with the conditions of the Provincial WorkSafe BC Regulations, Confined Space, WHMIS Legislation, and British Columbia Technical Safety BC.
- b. All work requested as additional work/individual projects which require a quotation and prior approval shall be carried out by one (1) journeyman electrical tradesperson at the rate quoted on **Schedule B (Part B)**.
- c. All actions performed by qualified electrician's service technicians must be properly recorded in site electrical logbooks and all new installations must be accompanied by appropriate permits, drawings, engineering reports, maintenance manuals and training at completion must be provided to the Chief Electrician or designate.
- d. The minimum requirement for electrical workers is a Field Safety Representative B level as per Technical Safety BC.

e. Electrical workers must have current confined space and WHMIS certification.

Electrical workers must also meet all requirements of the RDN's Electrical Safety Program including ArcFlash training requirements and use of required personal protective equipment (PPE). Any required PPE will be provided by the contractor for the use of their own workers.

The RDN reserves the right to verify journeyman ticket status via provision of ticket number and Field Safety Representative (FSR) qualifications through Technical Safety BC. The electrical firm must also maintain all necessary electrical contractor licensing requirements through Technical Safety BC.

2.7 Worksite Security Procedures

- a. The Contractor will be required to report to the Chief Electrician or designate upon arrival before starting any Work, as per Work Safe BC Requirements, and prior to departure from the Facility. An identity badge, parking pass and or keys for equipment room access may be required from the Chief Electrician or designate. If required, individuals will be provided a specific alarm code when entering the site.
- b. Any costs for obtaining lost security clearances will be the responsibility of the Contractor.
- c. The Contractor shall install temporary restrictions, barricades, and signs to prevent use of electrical equipment or services during service/repair operations.
- d. Contractor must inform the Chief Electrician or designate immediately if any safety hazard is discovered and take immediate steps to control the hazard.

2.8 Identification

The Contractor must ensure that all staff are wearing clearly visible identification badges (company name/first name and last name) when working at a Regional District Facility.

2.9 Service Call Requests

Service Call Requests will be initiated by the Chief Electrician or designate on an "as needed and when requested" basis for maintenance, repairs, or equipment required at any Regional District Facility.

2.10 Additional Repairs

Additional repairs found necessary which are beyond the Service Call must require a written quotation and/or a verbal confirmation by the Chief Electrician or designate. The quoted repair Work shall not proceed until approval has been provided by the Chief Electrician or designate.

Repairs in Regional District Facilities will need to be based on scheduling and access availability, with arrangements provided by the Regional District.

2.11 Written Quotations

The Contractor's quotation should also include a detailed description of the Work to be performed, broken down by task and sub-task. The quotation should contain details on the level of effort, including hours, labour categories, materials, and all items necessary for completion. Quotations will be required based on the thresholds in Section 1.0.

The Contractor's written quotation will be reviewed and upon acceptance, a Purchase Order will be issued as authorization to proceed will be provided by the Chief Electrician or designate.

The Contractor shall not begin any additional Work or individual projects without first obtaining written or verbal approval from the Chief Electrician or designate. The Regional District shall be under no obligation to pay for Work done without prior approval.

2.12 Contractor Work Sheets/Field Reports

A worksheet/field report must be completed with 48 hours by the Contractor for any Work performed at a Facility at the completion of each assignment. The worksheets/field reports shall itemize the labour type and amount of hours based upon the time of arrival and departure from the site, any materials used, any other additional charges, and are to be signed by the Chief Electrician or designate. The Contractor must also update the Electrical Logbook on site prior to finishing work daily.

2.13 Work Sites

The Work may be carried out at any of the Regional District Facilities and the scheduling of the Work shall be coordinated with the Chief Electrician or designate, and the Contractor.

The work sites and locations are provided in but not limited to:

Appendix B – Regional District of Nanaimo– Facility Location List.

Contractor's personnel will be required to report to the Chief Electrician or designate upon arrival before starting any Work, and before leaving the site.

2.14 Adding / Removing Regional District Facilities or Services

The Regional District reserves the right to add or remove Regional District Facility locations and Services during the term of the Contract.

2.15 Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

2.16 Warranty

The Contractor will provide the RDN with a minimum 1-year warranty on all workmanship and labor, independent of the manufacturer's warranty on parts (refer to **Section 20 Warranty and Guarantee of Contractor Supplier Agreement**).

2.17 Cybersecurity and Data Protection

The Contractor shall implement appropriate cybersecurity measures to protect SCADA systems, networks, and sensitive data. The Contractor shall comply with all applicable privacy laws, including the Freedom of Information and Protection of Privacy Act (FOIPPA), and industry best practices. Any data breach or cybersecurity incident must be reported to the Regional District within twenty-four (24) hours of discovery. The Contractor shall ensure that all subcontractors adhere to the same cybersecurity and data protection standards.

2.18 Environmental Management System

The Contractor must meet environmental requirements of the department's Environmental Management System (ISO 14001:2015). The Contractor-Supplier Package identifies these requirements and must be signed prior to contract award. [WWS-COM-10.1 Contractor Supplier Package](#)

SCHEDULE B: PROPONENTS MANDATORY RESPONSE FORM

It is mandatory for Proponents to provide your response directly onto this **Schedule B**. Proponent(s) should respond to each of the items listed in **Schedule B** to ensure their Proposal submission receives full evaluation consideration. If Proponent's response is lengthy, provide your initial response on **Schedule B** and provide additional information as an Appendix, identifying section (**i.e., Part A (1.0)**).

Please include responses on textboxes on form or write in responses and send in the scanned file. **Please email alimpus@rdn.bc.ca if you have any technical difficulties.** Proponents can attach additional information to the Submission Form to further expand on their responses. *Please keep additional information concise in nature (maximum of 10 pages preferred not including quality assurance program if available).*

Part A – Company Profile and Experience (35 points)

1.0 Corporate Profile and Comparable Work Experience

Proponents are to provide a summary of their corporate profile and experience with similar industrial facilities and type of Work required as identified in **Schedule A**. Detail previous experience specific to industrial, wastewater, or other process industries and maintenance.

1.0 Corporate Profile and Comparable Work Experience –continued

2.0 Relevant Project and/or Maintenance Experience and References

Proponents shall be competent and capable of performing the Work requested. Firms must provide at least 3 reference projects.

Reference projects indicated below should be related to industrial operations similar in size, scope, and complexity. Preference will be made for reference projects for “On-call” Electrical Maintenance and Repair Contracts of a similar nature. The Regional District will not award a contract to any Proponent whose references are unsatisfactory, in the sole opinion of the Regional District.

The RDN may contact the Contact Persons for the Reference Projects for more information on projects and/or contracts of a similar nature.

RELEVANT PROJECT OR MAINTENANCE REFERENCE 1

Project	
Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

RELEVANT PROJECT OR MAINTENANCE REFERENCE 2

Project	
Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

RELEVANT PROJECT OR MAINTENANCE REFERENCE 3

Project and Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

RELEVANT PROJECT OR MAINTENANCE REFERENCE 4

Project and Value	
Brief Description of Contract	
Year Started	
Year Completed	
Telephone	
Company	
Contact Person	

3.0 Personnel

Provide list of personnel currently employed with the company and will be assigned to this Contract.

Electrical Ticket Verification of personnel listed will be required prior to contract award. Identify experience, electrical licenses, certifications, and qualifications of each personnel.

Provide Field Safety Representative (FSR) Level for all individuals listed who will assigned to this Contract.

Identify whether the individual has confined space and WHMIS training.

1. Name	
Qualifications	
FSR Level	
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	
2. Name	
Qualifications	
FSR Level	
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	

3. Name	
Qualifications	
FSR Level	
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	

4. Name	
Qualifications	
FSR Level	
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	

5. Name	_____
Qualifications	_____
FSR Level	_____
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	_____

6. Name	_____
Qualifications	_____
FSR Level	_____
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	_____

7. Name	
Qualifications	
FSR Level	
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	

8. Name	
Qualifications	
FSR Level	
Confined Space Training	Yes <input type="checkbox"/> No <input type="checkbox"/> Expiry Date: _____
WHMIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work Experience	

Part B – Financial Considerations (40 points)

1.0 Labour Rates

The labour rates shall be in Canadian Funds and are all inclusive without limitation, wages, benefits, vehicle, fuel, tools and consumables, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work. The GST and PST should not be included in any prices and should be shown separately on the invoicing.

Materials will be itemized and charged separately. When calculating labor charges on invoices, partial hours will be rounded up to the nearest ¼ hour.

All Work performed is to be in accordance with all governing regulatory authorities within the Regional District of Nanaimo, including, but not limited to, the BC Building Code, Technical Safety BC, WorkSafe BC, and RDN Electrical Safety Program and ArcFlash requirements.

Electrical Journeyman (100% of hours where applicable)	Price per Hour (exclude GST or PST) (2026) *
Regular Time: 7:30 am to 4:30 pm Monday to Friday	
Overtime – Regular Time	
Saturdays	
Overtime – Saturday	
Sunday/ Statutory Holidays	
Overtime Sunday/Statutory Holidays.	
Minimum Call Out Hours	

* Labour rates will be adjusted on annual basis each year based on the BC Consumer Price Index.

2.0 Mark-up: Materials / Rental equipment / Sub-contractor

Mark-up rate on:

Original equipment invoices = %
Rental Equipment invoices = %
Sub-Contractor invoices = %

Note: original equipment invoices need to be provided.

2.1 Owned Equipment

If your firm owns equipment, identify below how equipment would be charged for:

3.0 Travel Time

Please indicate Yes/No if travel time is charged. If yes, state how travel time is calculated.

3.1 Charge for Vehicle

\$ _____/hr or _____ Trip

Part C –Technical Information (25 points)

1.0 Response Time

In addition to regular service, emergency repairs may be required. Provide the maximum response time in these instances in terms to arrive at the specific RDN facility to conduct emergency repairs:

1.1 Regular Service Response Time (Monday to Friday 7:30 am to 4:30 pm): Confirm Response in Hours from Service Call Request to arrive on-site both at Greater Nanaimo Pollution Control Centre and French Creek Pollution Control Centre.

1.2 Emergency Service Response Time during regular hours (Monday to Friday 7:30 am to 4:30 pm) and outside regular hours. Confirm response time in hours from Service Call Request to arrive on-site both at Greater Nanaimo Pollution Control Centre and French Creek Pollution Control Centre.

1.3 After Hours Emergency Service Approach Describe your service approach to requests by the RDN outside regular hours. How would service be requested? Describe your firm's on-call system.

2.0 Contact Phone Numbers (please provide for information)

Proponents shall provide one or more telephone numbers for contacting a company representative at, regular hours, after daytime working hours and for emergency repair services:

2.1 During Regular Hours

(7:30 am to 4:30 pm Monday to Friday) – Please provide Contact Names and Phone Numbers

2.2 Outside Regular Hours

Please provide Contact Names and Phone Numbers

3.0 Equipment and Vehicles (please provide for information)

Equipment used at the Regional District Facility must be clearly identified. Please list Proponent’s vehicles and equipment which is owned or leased and would be used in providing the Work. Demonstration of the equipment offered may be required and must comply in all respects with the standards, requirements and governing regulations of the *BC Motor Vehicle Act*.

Equipment Type	Make	Model

4.0 Experience with Process Industry, PLC, and SCADA systems

Please describe the experience of your firm with servicing control systems, Programmable Logic Controllers (PLCs), and Supervisory Control and Data Acquisition (SCADA) equipment (if applicable). Describe the type of hardware and specific experience. Identify how many staff members with this experience will be available to service this contract.

5.0 Warranty – Parts / Workmanship

Discuss how your firm will handle warranty requests. What process and/or procedure will your firm be presenting to the RDN to make a warranty claim on workmanship or equipment installation.

*Please note **Section 20. Warranty and Guarantee of Contractor Services Agreement.***

6.0 Occupational Health and Safety Program

Provide examples of how your firm has met the requirements of the safety program of clients and the *BC Occupational Health and Safety Regulation*.

7.0 Quality Assurance Program

Provide information on the methods and procedures your company has in place to ensure that customer concerns are acknowledged, addressed and resolved in a timely manner and to the customer's satisfaction.

Please attach a copy of your firm's quality assurance program to ensure work completed work meets quality standards if available.

APPENDIX A: PROPOSAL SUBMISSION FORM

Appendix A must be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this Request for Proposals.

We hereby submit our Proposal for the Electrical Maintenance & Repair Services and undertake to carry out the Work/Services in strict accordance with all referenced Terms & Conditions, Regulations and Building Codes, applicable to this RFP.

We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this Proposal and to any Contract resulting from this Proposal.

Company Name	
Street Address	
City, Province & Postal Code	
Telephone Number	
E-mail	
GST Registration Number	
Work safe Account Number	
Name and Title (please print)	
Signature	
Date	

APPENDIX B: FACILITY LOCATION LIST

Wastewater Treatment Plants		
Facility Name	Address	Service Area
Greater Nanaimo Pollution Control Centre (GNPCC)	4600 Hammond Bay Road, Nanaimo, BC	Nanaimo
French Creek Pollution Control Centre (FCPCC)	957 Lee Road, French Creek, BC	Parksville, French Creek, Qualicum Beach
Nanoose Bay Pollution Control Centre (NBPCC)	3260 Schooner Cove Drive, Nanoose, BC	Nanoose Bay
Duke Point Pollution Control Centre (DPPCC)	925 Jackson Road, Duke Point, BC	Duke Point
Pump Stations		
Pump Station Name	Address	Service Area
Chase River Pump Station	1174 Island Highway South, Nanaimo BC	Nanaimo
Departure Bay Pump Station	2936 Departure Bay Road, Nanaimo BC	Nanaimo
Wellington Pump Station	5200 Fillinger Crescent, Nanaimo BC	Nanaimo
Duke Point Pump Station	1142 Maughan Road, Nanaimo BC	Duke Point
MacMillan Pump Station	1702 MacMillan Road, Nanaimo BC	Nanaimo
Cedar Pump Station	1758 Cedar Road, Nanaimo BC	Nanaimo
Bay Avenue Pump Station	385 Bay Avenue, Parksville, BC	Parksville
Hall Road Pump Station	300 Hall Road, Qualicum Beach, BC	Qualicum Beach
Lee Road Pump Station	1045 Lee Road, French Creek, BC	Qualicum Beach
Kinkade Road Pump Station	105 Kinkade Road	Surfside
Columbia Beach Pump Station	1569 Juan De Fuca	French Creek
Breakwater Pump Station	983 Dickinson Way	French Creek
Barclay Crescent Pump Station	919 Barclay Crescent	French Creek
#1 Station Andover Road	2325 Andover Road	Nanoose Bay
#2 Station Andover Road	2408 Andover Road	Nanoose Bay
#3 Station Evanshire Road	2433 Evanshire Road	Nanoose Bay
#4 Station Collingwood Drive	3541 Collingwood Drive	Nanoose Bay
#5 Station Dolphin Drive	3466 Dolphin Drive	Nanoose Bay
#6 Station Schooner Cove Road	3270 Schooner Cove Drive	Nanoose Bay
#7 Station Rockhampton	3332 Rockhampton Road	Nanoose Bay
#8 Station Dolphin	3290 Dolphin Drive	Nanoose Bay
#9 Pumpstation Fairwinds	3375 Fairwinds Drive	Nanoose Bay

APPENDIX C: RECEIPT CONFIRMATION FORM



Regional District of Nanaimo

Electrical Maintenance and Repair Services Request for Proposals

Closing date and time: Prior to 3:00 PM (15:00 hours) February 19, 2026

As receipt of this document, and to directly receive any further information about this Request for Proposals, please return this form to:

Adrian Limpus
Wastewater Program Coordinator - Operations
Regional District of Nanaimo
alimpus@rdn.bc.ca

COMPANY NAME: _____

STREET ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

REGIONAL DISTRICT OF NANAIMO

ELECTRICAL CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on March 1, 2026 and ending on February 28, 2029 unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) calendar days' written termination notice.

3. Payment

The Regional District will pay the Contractor for Services on a time and materials basis in accordance with the rates and terms set out in Schedule 'B'.

Fixed pricing for labour rates is required until the end of the first calendar year of the term. Labour rates will be subject to annual adjustment effective each January 1st during the term of this Agreement (commencing January 1, 2027). The annual rate adjustment will be made based on the annual *Consumer Price Index for British Columbia* published by Statistics Canada ("BC CPI") from the month of December. If such index is discontinued or materially modified, the parties shall agree on a replacement index of similar scope and methodology.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$5,000,000.
- c) Contractor is responsible for any other insurance required to protect their interests.
- d) The cost of any insurance and deductibles is the responsibility of the Contractor.

8. Occupational Health and Safety Requirements

The Contractor must strictly comply with the current Health and Safety Regulations of WorkSafe BC and the safety policies/procedures of the Regional District of Nanaimo. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and public shall also be followed.

Wastewater Services is the Prime Contractor at RDN wastewater work sites unless otherwise designated for a project by written agreement. The Qualified Coordinator is the person appointed by a Prime Contractor to co-ordinate occupational health and safety activities on a work site.

For locations where the RDN is the Prime Contractor, the contractor and their employees must have a site orientation before performing work at locations and may only be left alone to perform work at the site after the RDN's Qualified Coordinator has met with and explained the scope of work and activities. Any changes to the to the scope of work will only be conducted after consultation with the RDN Qualified Coordinator.

For locations where another firm is identified as the Prime Contractor, the Contractor must follow all requirements, procedures, and protocols identified by the Prime Contractor and their Qualified Coordinator.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default. Either party may terminate this agreement by providing sixty (60) calendar days' written notice to the other party.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC., unless otherwise agreed.

14. Laws, Regulations, and Permits

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

The Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules and regulations relating to or affecting the Scope of Work. If any permits, authorizations, approvals or licenses from any government or governmental agencies are necessary or desirable for the prosecution of the Scope of Work, they shall be obtained by the Contractor at its expense.

The Contractor agrees to comply with all laws and regulations affecting their proposal document in any manner and agrees to take further steps as may be necessary to affect such compliance. All laws and regulations required to incorporate in contracts of this character are hereby incorporated by inference. The Contractor will provide and pay for all licenses and permits required to carry out the Services.

15. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

17. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.'

18. CSA Seal or Provincial Certificate Approval

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2021) as adopted and amended by the Province of British Columbia (hereinafter referred to as the "Electrical Code"), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

19. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

20. Warranty and Guarantee

The work shall be warranted to be free of defects and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance of the work. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

21. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on, and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

22. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

23. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

24. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

25. Confidentiality and Privacy

25.1 Confidentiality

The Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of, relating to or arising out of the performance of the Services and this Contract (the “**Confidential Information**”) and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

- (a) with the prior written consent of RDN;
- (b) in strict confidence to the Contractor’s professional advisors;
- (c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
- (d) as otherwise required by law or permitted by this Contract.

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

25.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

- (a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
- (b) information that the Contractor already possessed independently before commencing the Services;
- (c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
- (d) information which is independently developed without the use of the Confidential Information.

25.3 Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the

Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

25.4 Privacy

The Contractor acknowledges that the RDN is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended (“**FOIPPA**”), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and data received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

25.5 Publicity

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

26. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

27. Utility Location

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration, or investigation if required.

28. Performance Management

The Regional District has obligations in its Purchasing Policy to document the performance of service vendors on a regular basis and, in the event of poor performance to develop a corrective action plan to bring performance back to an acceptable level.

Over the term of the Contract, the Regional District may schedule meetings to check in on a regular basis. The Contractor will participate in these meetings and will address any concerns that may arise. The Contractor will participate in a corrective action plan and meet performance requirements identified in this plan.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

Signature

Printed Name

For the Contractor:

Signature

Printed Name

SCHEDULE "A"
SCOPE OF WORK

“Contract Documents” consist of the following documents which copies are attached to this Agreement:

- (1) This duly executed Agreement
- (2) **26-001 Request for Proposals for On-Call Electrical Maintenance and Repair for Wastewater Services** Schedule B - Proponents Mandatory Submission Form - Part B and C (Schedule B)
- (3) Electrical Maintenance and Repair Services – Contract Specific Requirements (Schedule C).
- (4) Written Specifications: **26-001 Request for Proposals for On-Call Electrical Maintenance and Repair for Wastewater Services** -Schedule A – Requirements
- (5) All Addenda
- (6) Schedule C – Facility Location List.
- (7) Other relevant documents.

SCHEDULE "B"

CONTRACT PRICE

The Contractor shall be compensated based on actual time and materials used in performing the Services, as per the field labour rate, equipment mark- ups, travel time, and other rates provided in their submission (see below and enclosed in Schedule B). All rates must be identified in submission.

26-001 Request for Proposals for On-Call Electrical Maintenance and Repair for Wastewater Services- Schedule B - Proponents Mandatory Submission Form - Part B and C)

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment. All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis after completion of the project from date of receipt unless otherwise agreed to in writing.

Additional Invoicing Requirements are identified in the **26-001 Request for Proposals for On-Call Electrical Maintenance and Repair for Wastewater Services -Schedule A – Requirements** (see 2.5 Invoices)

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.

SCHEDULE "C"
ELECTRICAL MAINTENANCE AND REPAIR SERVICES
CONTRACT-SPECIFIC REQUIREMENTS

The following additional contract-specific requirements for the Electrical Maintenance and Services Agreement are listed below. The Contractor must also follow all these requirements:

C.1 WorkSafe BC

The Contractor and any approved sub-contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor will follow the requirements of the RDN's Occupational Health and Safety Program and the RDN's Confined Space Program.

The Contractor agrees and shall:

- a. Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Work.
- b. Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirement of the WorkSafe BC Act and Regulations; and
- c. Be solely responsible for to ensure that all sub-contractors have proper WorkSafe BC coverage

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws, or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.

The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Safety Data Sheets (SDS)" will be shipped along with the Goods and any future SDS updates will be forwarded.

Additionally, the Contractor must follow the RDN's Electrical Safety Program. The Contract must also follow the RDN's ArcFlash requirements including staff training and use of Personal Protective Equipment (PPE). Any required PPE will be provided by the Contractor for their staff.

C.2 RDN Qualified Coordinator

The RDN Qualified Coordinator for the Electrical Maintenance and Repair Services contract is the RDN Chief Electrician or designate.

The Chief Electrician is the individual responsible for managing the electrical, instrumentation, and SCADA systems at Greater Nanaimo Pollution Control Centre (GNPCC) and French Creek Pollution Control Centre (FCPCC). The Chief Electrician is also the Field Safety Representative for the electrical permits in the Southern Communities (GNPCC, Nanaimo Pump Stations and Interceptor, and Duke Point) and in the Northern Communities (FCPCC, French Pump Stations and Interceptor, and NBPCC).

C.3 Operations and Coordination of the Services

The Contractor shall agree to coordinate the execution of the Services with the Regional District such that disruption of the Services of all involved is minimized. Operations will continue and the Regional District Facility will be in full use by staff and public

C.4 Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the Services including any amendments as they may occur during the execution of the Services.

All equipment, materials and labour utilized, and all workmanship shall comply with all current codes, standards, regulations, and statutes pertaining to the Services including, but not exclusively:

- Canadian Standards Association (CSA)
- WorkSafe BC, *Workers Compensation Act*, and the *BC Occupational Health and Safety Regulation*.
- BC Provincial Motor Vehicle Act
- BC Building Code, latest edition
- BC, Municipal & National Electrical Code, latest edition

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the Services agreed to.

All equipment installation shall be new, and the Regional District is to be provided with complete manufacturer's warranties.

The RDN Wastewater Services' intent is to purchase its own electrical and instrumentation equipment whenever possible and to provide this equipment to the contractor for use. There still may a requirement for Contractors to purchase electrical and instrumentation equipment as required and/or as directed.

C.5 Inspection of Work

- a. All Work performed shall be subject to inspection and shall meet the approval of the Chief Electrician or designate. If the Work is not approved, the Chief Electrician, or designate will have the right to reject them or to require correction.
- b. Acceptance or rejection of the Work shall be made as promptly as practical, but failure to accept or reject the Work shall not relieve the Contractor from responsibility for the Work provided not in accordance with the Contract.
- c. The Regional District will not be deemed to have accepted the Work by virtue of a partial or full payment for it.
- d. The Regional District will be the final judge of all Work and its decisions of all questions in dispute will be final.

C.6 Personnel and Sub-Contractors

The Contractor will not subcontract its obligations to do the work without prior approval from the RDN.

Should the Regional District object to any person employed or sub-contractor used by the Contractor on the Work, the Contractor shall remove such person from the Work, it being understood and agreed that the Regional District's non-objection to any person or sub-contractor employed by the Contractor on the Work shall not be deemed to be an approval of the Regional District of such person, or such sub-contractor, and the Contractor, by reason of such non-objection or by the reason of the Regional District's approval of any person or sub-contractor employed by the Contractor, shall in no way be relieved from

his responsibility for the employment of such person or sub-contractor or from the performance and fulfillment of the Work.

The Contractor will preserve and protect the rights of the Regional District with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Contract into all sub-contracts as necessary to preserve the rights of the Regional District under this Contract. The Contractor will be as fully responsible to the Regional District for acts and omissions of sub- contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

C.7 ISO 14001 Environmental Management System

Whereas the Regional District of Nanaimo's Wastewater Services (WWS) is operating to the ISO 14001:2015 standard, it is a condition of this contract that the Contractor comply with the WWS' Environmental Management System (EMS). As per PM-08.0 Element 7.2 Competence and Element 7.3 Awareness, paragraph 5.11 of the WWS' EMS Policy and Procedure Manual:

1. Any contracted personnel whose activities can create a significant impact (as defined by the WWS' EMS) on the environment are required to undergo training. Such training will require one session of approximately one-half hour
2. While the Regional District of Nanaimo (the RDN) will provide the initial training to a representative Contractor, it is the responsibility of the Contractor to train the Contractor's own personnel, as well as any personnel of the Contractor's Subcontractor who will be working on a site of WWS.
3. The Contractor hereby warrants that it will provide any ISO 14001 related training which the RDN deems necessary to the Contractor's own personnel and any personnel of the Contractor's Subcontractor and will forward records thereof to the RDN at no additional charge to the RDN.