



**CITY OF COQUITLAM
REQUEST FOR PROPOSALS (RFP)
RFP No. 14-02-02**

**CONSULTING SERVICES FOR
FOSTER RESERVOIR AND PUMP STATION – SECURITY REVIEW**

**Proposals will be received on or before 2:00 pm local time
Tuesday, March 18, 2014
("Closing Date and Time")**

Obtaining Documents

RFP Documents and Drawings are available for downloading from the City of Coquitlam's website: www.coquitlam.ca/BidOpportunities

Printing of RFP documents and drawings is the sole responsibility of the Proponents.

Enquiries

All enquiries regarding this RFP should be submitted in writing 3 business days prior to the Closing date and sent to email: bid@coquitlam.ca

Addenda

Proponents are required to check the City's website for any updated information and addenda before the closing date at the City website: www.coquitlam.ca/BidOpportunities

Proposal Submissions

The City reserves the right to accept or reject any or all Proposals or accept a Proposal deemed to be in the best interest of the City.

The City will not be responsible for any costs incurred by Proponents in preparing a response.

D. Trudeau
Purchasing Manager

Date of Issue: February 25, 2014

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DEFINITIONS

The following words and terms, unless the context otherwise requires, in the *RFP* shall have the meaning set out below.

“Contract” means the contract for services or *City* purchase order that will be issued to formalize with the successful Proponent through negotiation process with the *City* based on the Proposal submitted and will incorporate by reference the RFP, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the *City*.

“City” means City of Coquitlam.

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the *City* to carry out all duties, obligations, work and services outlined in this *RFP* and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a *Proposal*. Both *Consultant* and *Proponent* are complementary in terms of duties, obligations and responsibilities contemplated at the *RFP* stage, through evaluation process, execution and performance of the *Services* and *Works*.

“Proponent” means responder to this *RFP*.

“Proposal” means the submission by the *Proponent*.

“RFP” (Requests for Proposals) shall mean and include specifications, drawings, any additional subsequent information, any addenda issued, the *Proponent’s* response and acceptance by the *City* and included in this *RFP*.

“Services” means and includes the provision by the successful *Proponent* of all services, duties, deliverables and expectations as further described in this *RFP* and included in the *Proposal*.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

“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 Consultant.

1.0 INTRODUCTION

1.1 Request For Proposals

The City of Coquitlam (“City”) requests proposals from professional, qualified, experienced companies to provide a security review of the Foster Reservoir and Pump Station located on Foster Avenue west of Poirier Street in the City of Coquitlam.

2.0 BACKGROUND

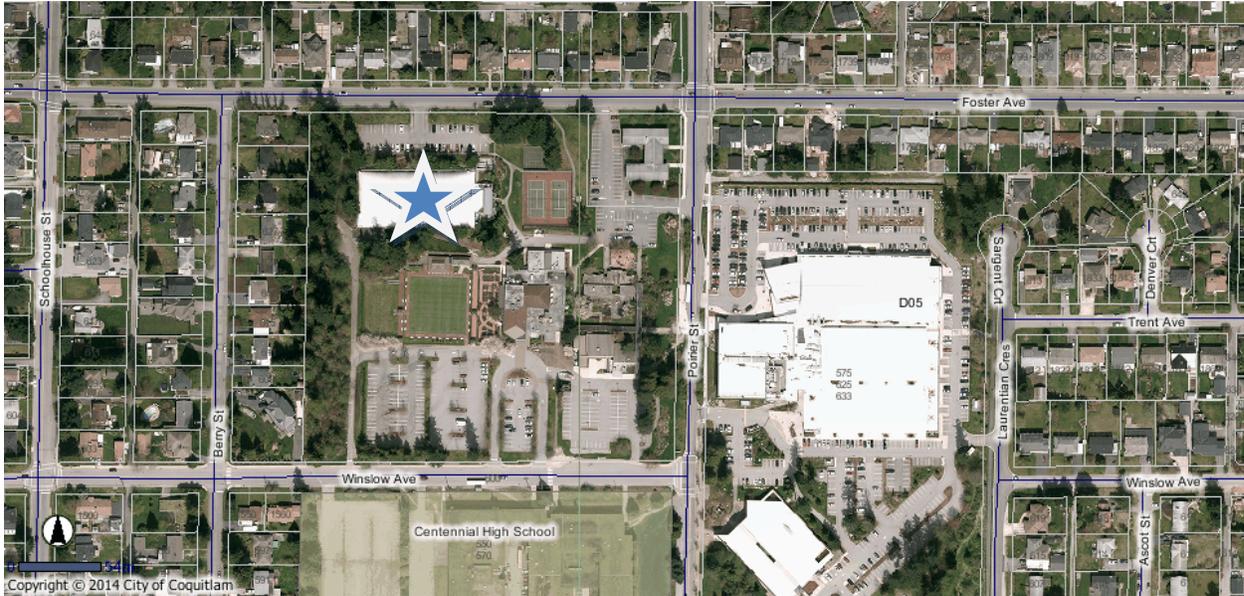
The Foster Reservoir and Pump Station are adjacent to the Dogwood Pavilion and the Poirier Sport and Leisure Complex (see Figure 1 below). The Reservoir was built in 1973 and is constructed of concrete. The Reservoir contains two cells and 15,300m³ of water servicing central Coquitlam. The Foster Pump Station is adjacent to the Reservoir to the south and contains 3 pumps and a diesel standby generator. Complete as built drawings are available for both structures. The entire site containing the Reservoir and Pump Station is fenced.

At present, there is a pressurized dome located on top of the reservoir that houses 5 tennis courts which are managed by a private company through a lease contract with the City. There are 3 access hatches to the reservoir located within the pressurized dome, 2 for the reservoir and 1 for the control valves. The lease contract is set to expire in 2015. The City has provided fiber optic cable to the Pump Station for SCADA and camera access.

The Reservoir and Pump station are adjacent to a pedestrian path that provides access to Centennial High school from the residential properties to the north. Issues that have arisen to date at this specific site include: access to the interior of the Reservoir for scheduled and unscheduled maintenance and repairs; control of public access; fires on the Pump Station roof; damage to perimeter fencing, site security; vandalism; graffiti; loitering; and substandard maintenance and repair activities on the leased improvements.

Future plans for the area include an expansion to the Pump Station scheduled for 2015 and a third cell to the Reservoir scheduled for approximately 2030.

Figure 1: Foster Reservoir and Pump Station Location



Also refer to:

- Appendix A – Certificate of Insurance

3.0 PROJECT SCOPE

3.1 Project Scope and Deliverables

The City is requesting proposals for a security review of the Foster reservoir and pump station site. A report outlining the findings of the review should include the following:

- Identification of potential threats to the water supply;
- The acceptability of a pressurized structure being located on a water reservoir in terms of:
 - a) Acceptable use in line with best management practices;
 - b) Compliance/non-compliance with any prevailing regulations;
 - c) Safety aspects towards maintaining the drinking water quality;
 - d) Safety aspects of people on the deck (Tennis court or other purposes), especially in case of an earthquake including structural stability of the deck, exit access requirements, and any contingency measures to be in place;
 - e) Impacts to the structure and its useful life-span due to the pressurized structure and use for recreational or other purposes;
 - f) Risks and mitigation potential; and
 - g) Any other applicable areas of concern.

- Standards and/or regulations from other jurisdictions and associations, such as Metro Vancouver, BCWWA, CPWA and AWWA, on acceptable uses for reservoir surfaces, including permanent and temporary structures, public access and security standards by third parties;
- Experiences and lessons learned by other jurisdictions in managing security or reservoirs under similar circumstances;
- Recommendations on lessee's responsibilities for facilities located on water reservoirs in all areas including legal, operational access to the site, security compliance, personal responsibility in case of an emergency, risk matters including insurance coverage and adequacy, compliance to restrictions such as prohibition of contaminated substances into the area, drainage, and vehicle use in adjacent restricted areas;
- Recommendations for City's (lessor) responsibilities for Facilities located on water reservoirs, in all areas including security , physical and protocols, protection of critical operational spaces, manholes, valve positions and pipe alignments, inspection, monitoring equipment and enforcement;
- Recommendations on the continued provision of a pedestrian access on the west side of the site;
- Recommendations on an overall security plan/program for the protection of the integrity of the water supply for the Foster Reservoir and Pump Station site including: protocols and practices to follow; equipment and monitoring; and emergency evacuation plans.

3.2 Budget

The budget for this project is \$15,000 inclusive of all taxes.

3.3 Project Schedule

The project deliverables are to be completed by June 30, 2014.

4.0 INSTRUCTIONS TO PROPONENTS

The City reserves the right to accept or reject any or all *Proposals*. The lowest *Proposal* may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

4.1 Closing Date & Time

Proposals will be received on or before:

2:00 p.m. (local time), Tuesday, March 18, 2014

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be uploaded through QFile, the City's file transfer service accessed at website: <http://qfile.coquitlam.ca/bid>

1. **In the "Subject Field" enter:** RFP Number and Name
2. **Add files in .pdf format and Send** (ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete)

Proposals submitted shall be deemed to be successfully received when displayed as new email at the *City's* email address. The *City* will not be responsible for any delay or for any *Proposals* not received for any reason, including technological delays or issues by either party's network or email program and the *City* will not be liable for any damages associated with *Proposals* not received.

The *City* reserves the right to accept *Proposals* received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

4.2 Privacy

All *Proposals* submitted to the *City* will become the property of the *City* and will be held in confidence unless otherwise required by law.

The *City* is bound by the Freedom of Information and Protection of Privacy Act and *Proposals* are subject to the disclosure requirements of that Act.

Upon submission of a *Proposal*, *Proponents* agree the *City* may disclose the name of your company.

4.3 Acceptance Period for Proposals

The *City* requests that *Proposals* received as a result of this *RFP* be open for acceptance for a minimum period of 60 days from the closing date.

4.4 No Claim

Except as expressly and specifically permitted in these "Instructions to *Proponents*", no *Proponent* shall have any claim for any compensation of any kind whatsoever relating to this *RFP*, including accepting a non-compliant *Proposal*, and by submitting a *Proposal*, each *Proponent* shall be deemed to have agreed that it has no claim.

No contractual, tort, or other legal obligations are created or imposed on the *City*, or any other individual, officer or employee of the *City* with respect to the *RFP* documentation or by submission or consideration by the *City* of any *Proposal*.

4.5 No Binding Contract

The *City* may, after reviewing the *Proposal* received, enter into discussions with any *Proponent*, without such discussions in any way creating a binding contract between the *City* and any such *Proponent*. There will be no binding agreement with the *City* until a formal, written agreement has been negotiated with a *Proponent* and the *City* has approved that agreement at which time, a *City* purchase order will be issued for the *Contract*.

4.6 Non-Solicitation

Proponents and their agents will not contact any member of the *City* Council with respect to this *RFP* at any time prior to the award of a *Contract* or the termination of the *RFP*, and the *City* may reject the *Proposal* of any *Proponent* that makes any such contact.

4.7 No Assignment

No *Proponent* may assign its *Proposal* or any rights in respect of the same to any other party. Such an assignment or purported assignment will immediately invalidate the *Proposal*.

4.8 Sub-consultants

The use of sub-consultants is acceptable providing they are fully identified in the proposal and realize the conditions of this document will apply to all *Consultants* named. Joint submissions must identify a prime *Proponent* who assumes responsibility for the *Proposal* as well as for the professional standards, actions and performance for all *Proponents*, if awarded the *Services*.

4.9 Law

The *RFP* and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

4.10 City of Coquitlam Standard Terms and Conditions

Should a *Proposal* be accepted, a *City* purchase order will be issued for the *Contract*. The *City's* "Terms and Conditions of Purchase" shall be incorporated in the purchase order by reference, and will form the *Contract* for the provision of the described *Services*. These are located on the *City's* website: www.coquitlam.ca

4.11 Price

All Prices shall be in Canadian Funds and shall remain **FIRM** for the duration of the *Contract*.

5.0 TERMS AND CONDITIONS OF CONTRACT

5.1 Notification of Award

The *City* will notify the successful *Proponent* (the “*Consultant*”) in writing of its decision to award the *Services* that will incorporate this *RFP* documentation including all addenda issued, and the *Proponent’s Proposal*.

The *City* reserves the right to cancel any order or contract if not fulfilled within a reasonable time and in accordance with the terms and conditions specified at their sole discretion.

5.2 Insurance Requirements

The *Consultant* shall submit, upon award by the *City*, Certificates of Insurance signed by the Insurance Company certifying that the required insurance policies are in force and that:

- The *Consultant* shall carry Commercial General Liability Insurance satisfactory to the *City* in the amount of TWO MILLION DOLLARS (\$2,000,000.) inclusive per occurrence, and include:
 - the *City* being named as an additional insured; and
 - the Commercial General Liability insurance include a cross liability clause;
- The *Consultant* shall provide evidence of Professional Liability Insurance to the *City* and shall insure the *Consultant’s* legal liability for errors, omissions and negligent acts, to the extent of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate;
- Evidence of such insurance policies are to be provided no later than then then (10) days prior to commencement of the Work;
- The insurance policies shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the *City* and the *City’s* written approval of the cancellation, transfer, assignment or alteration; and
- Such Certificates of Insurance are to be as shown in **Appendix “A”**.

5.3 Indemnity

The *Consultant* will indemnify and save harmless the *City*, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the *City* at any time or times, (either before or after the expiration or sooner termination of this agreement) where the

same or any of them are based upon or arise out of or from anything done or omitted to be done by the *Consultant* or by any servant, employee, officer, director or sub-consultant of the *Consultant* pursuant to the *Contract*.

5.4 WorkSafeBC

The *Consultant* shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

5.5 Business License

The *Consultant* will be required to obtain a Coquitlam Business License prior to commencement of the *Services*. Contact the City Business Licenses Division (phone 604-927-3085) for detailed information. Where applicable, the *Consultant* will provide a list of all sub-consultants for verification that these sub-consultants are properly licensed.

5.6 Confidentiality of Information

The *Consultant* agrees that proprietary *City* information obtained as a result of participation in this project is confidential and must not be disclosed without written authorization from the *City*.

5.7 Advertisement

The *Contractor* will not advertise its relationship with the *City* without prior written authorization from the *City*.

5.8 Default

The *City* reserves the right, at its sole discretion, to immediately terminate the *Contract*, in whole or in part, and utilize the services of any other *Consultant*, if the *Consultant*:

- Fails to make delivery of the *Services*;
- Fails to perform any provision of the *Contract* within the time specified, or within a reasonable amount of time if no time is specified, as determined by the *City*;
- Fails to meet the *City's* standard of expected and agreed level of service and performance;
- Be adjudged bankrupt or makes general assignment for the benefit of creditors.

5.9 Cancellation

The *Contract* may be cancelled by either party for any reason without cause or penalty upon 30 days written notice. Payment will be made to the *Consultant* for services provided at time of notice.

5.10 Payments – Invoicing

- a) All invoices are to be sent to email: apinvoices@coquitlam.ca and shall include the Purchase Order number as provided by the City and will be submitted monthly or upon completion of the *Work*.
- b) The Contractor shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- c) Taxes shall be shown separately.

6.0 **PROPOSAL SUBMISSION AND EVALUATION CRITERIA**

Proposals will be evaluated by the City according to the following criteria. This list is not intended to be exhaustive and is not ranked in order of preference or priority:

- Comprehensive understanding of the project objectives, outcomes, major issues, opportunities, and risks presented in the proposal;
- Methodology, work plan, opportunities, and success factors;
- Key staff availability and proposed completion date;
- Lump sum price (excluding taxes) to be shown in a fee matrix broken down by task, consultants/sub-consultants, number of hours, hourly rates, etc. to enable the City to easily identify how much effort is being proposed for each task and by whom;
- Description and types of drawings, illustrative sketches, renderings, photos, and other visual tools to be utilized;

The City reserves the right to accept or reject any or all proposals;

No totals, weights, prices or scores will be provided to any Proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation

Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

If the City selects a Preferred Proponent, then it will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of a Contract, including negotiation of scope of services to meet with budget including financial terms.

7.0 NEGOTIATION

The City reserves the right to accept or reject any or all Proposals or, prior to award, to negotiate changes to the scope of services and associated fees with one or more Proponents, proposing the “best value” without having any duty to advise any other Proponent or to allow them to vary their Proposal as a result of changes.

The City may enter into a changed or different scope with the Proponent proposing the “best value” without liability to Proponents that are not awarded the Contract.

THIS FORM IS TO BE COMPLETED BY THE INSURANCE BROKER

 (A fillable form is also available for electronic completion on the City's website): http://www.coquitlam.ca/Libraries/Coquitlam_Forms/Certificate_of_Insurance_-_Consultant_Form.sflb.ashx

 This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that **thirty (30) days' notice of cancellation** or reduction in applicable limit of any of the policies listed below, with the exception of ICBC, will be given to the holder of this certificate.

NOTE: INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA.

 This Certificate is issued to: **City of Coquitlam**, 3000 Guildford Way, Coquitlam, BC V3B 7N2

Insured	Name:		
	Address:	Email:	Phone:

Broker	Name:		Agent's Name:
	Address:	Email:	Phone:

Project to which this Certificate applies:

Contract No.: RFP No. 14-02-02	Project Name & Description: Foster Reservoir and Pump Station – Security Review
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COMMERCIAL GENERAL LIABILITY coverage is required to insure against liability from the activities arising out of operations or work in connection with the above-described project, including liability arising out of the use of City property.

Type of Insurance	Insurer Name and Policy Number	Policy Term (dd/mm/yy)	Limits of Liability/Amounts
Section 1: Commercial General Liability <input checked="" type="checkbox"/> Occurrence Form		From:	Bodily Injury, Death & Property Damage
		To:	\$ _____ Per Occurrence <input checked="" type="checkbox"/> MINIMUM \$2,000,000
<input type="checkbox"/> Umbrella Liability		From:	\$ _____ Aggregate
		To:	\$ _____ Deductible
<input type="checkbox"/> Excess Liability		From:	\$ _____ Umbrella Limit
		To:	\$ _____ Excess Limit
Section 2: Automobile Liability (owned or leased vehicles)		From:	Bodily Injury & Property Damage
		To:	\$ _____ Limit <input checked="" type="checkbox"/> MINIMUM \$2,000,000
Section 3: Professional Errors & Omissions Liability		From:	Minimum
		To:	\$ _____ Per Claim(\$500,000) \$ _____ Aggregate(\$1,000,000)

Particulars of General Liability Insurance (Section 1): indicates that the coverage is included.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> City of Coquitlam as Additional Insured | <input checked="" type="checkbox"/> Blanket Contractual | <input checked="" type="checkbox"/> Occurrence Property Damage |
| <input checked="" type="checkbox"/> Premises & Operations | <input checked="" type="checkbox"/> Cross Liability/Severability of Interests | <input checked="" type="checkbox"/> Contingent Employer's Liability |
| <input checked="" type="checkbox"/> Broad Form Products & Completed Operations | <input checked="" type="checkbox"/> Employees as Additional Insureds | <input checked="" type="checkbox"/> Broad Form Loss of Use |
| <input checked="" type="checkbox"/> Personal Injury | <input checked="" type="checkbox"/> Non-Owned Automobile | |
| <input checked="" type="checkbox"/> Owners & Contractors Protective | <input checked="" type="checkbox"/> Coverage is Primary and not contributory | |

It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Broker Authorization (Signature & Stamp) _____	Date _____
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INTERNAL USE ONLY
 Certificate Approved Not Approved

COMPLETE & SUBMIT TO: CITY OF COQUITLAM
 Email: bid@coquitlam.ca