COWICHAN VALLEY REGIONAL DISTRICT

Request for Quotations

for

Solar Powered Re-chlorination Module

Request for Quotation No.: ES-039-17

Issued: **September 13, 2017**

Submission Deadline**: September 27, 2017 @ 2 p.m. local time**

COWICHAN VALLEY REGIONAL DISTRICT
175 INGRAM STREET
DUNCAN BC V9L 1N8
www.cvrd.bc.ca

INTRODUCTION

Invitation

This Request for Quotations ("the RFQ") issued by the Cowichan Valley Regional District ("the CVRD') is an invitation to submit non-binding offers for the design and supply of **Solar Powered Re-chlorination Module** as further described in Appendix A for the Rates established in Appendix B.

A mandatory site meeting will be held on September 19, 2017 @ 11 a.m. **175 Ingram Street, Duncan, BC.**

Submission Instructions

Quotations must be sent by email to the RFQ Contact at the email address set out below:

Attention: Anthony Jeffery, Procurement Officer
Email: purchasing@cvrd.bc.ca

The complete quotation must be received in the inbox of the RFQ Contact's email address by the Submission Deadline. Quotations received after the Submission Deadline will not be considered.

It is the intention of the CVRD to enter into a contract with one (1) legal entity.

RFQ Timetable

Event	Date
Release of RFQ	**September 13, 2017**
Deadline for Questions	**September 22, 2017**
Deadline for Issuing Addenda	**September 25, 2017**
Submission Deadline	**September 27, 2017 @ 2 p.m. local time**

The RFQ timetable is tentative only, and may be changed by the CVRD at any time prior to the Submission Deadline.

Evaluations of Quotations

The CVRD will conduct the evaluation of quotations in the following two stages:

Stage I – Mandatory Requirements

The mandatory requirements for this RFQ are each quotation **must include** a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent. Subject to the Terms of Reference and Governing Law (Appendix C), those quotations that do not satisfy the mandatory requirements as of the Submission Deadline will be disqualified and will not be evaluated further.

Stage II – Evaluation of Pricing

Stage II will consist of an evaluation of the submitted pricing to determine the best price.

Selection of Top-Ranked Respondent

Subject to the Terms of Reference and Governing Law (Appendix C), the top-ranked respondent as established under the evaluation, will be selected to enter into a contract for the provision of the Deliverables. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

APPENDIX A – RFQ PARTICULARS

The Deliverables

The CVRD seeks professional services to assist with the design and supply of a solar powered re-chlorination module that will be installed in the Shawnigan Lake North Water System (SLNW). The successful proponent will be required to deliver the unit, install all pertinent equipment and commission/test at time of set up.

The CVRD took over ownership of the SLNW system in 2008 which is mainly feed from a surface water source out of Shawnigan Lake and is supplemented by two wells. The system has a reservoir volume of approximately 1,200,000 liters and due to a combined supply/distribution main configuration the utility operators have a difficult time keeping a free chlorine residual in the tankage due to dead storage and excessive capacity in the winter months.

The process would involve dosing hypochlorite into the top of the reservoir once the chlorine analyzer displays 0.2 mg/l, the analyzer will be connected to the outlet of the tank. Once a residual of 0.5 mg/l is achieved at the analyzer the pump will stop injecting. Solar power will be needed at the site due to the remote location and no hydro service.

CVRD Specifications

Prominent Delta Chemical Metering Pump
Severn Trent chlorine analyzer
All other materials must be CSA approved

APPENDIX B – SUBMISSION FORM

Respondent Information

Please fill out the following form and name one person, to be the contact for this RFQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any other relevant name under which the respondent carries on business is:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
RFQ Contact Person and Title:	
RFQ Contact Phone:	
RFQ Contact Facsimile:	
RFQ Contact E-mail:	

Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until the CVRD accepts the respondent's offer in writing.

Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the pricing set out below.

Addenda

The respondent is deemed to have read and accepted all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

Non-Binding Pricing

Non-binding rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.

Item	Quantity	Unit Price	Total
Design of solar powered re-chlorination module			$
Supply & delivery of solar powered re-chlorination module	1		$
		PST	$
		GST	$
		Total Price	$

Conflict of Interest

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its quotation that is confidential and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its quotation and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

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

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must state on a separate sheet details of the actual or potential Conflict of Interest.

Signature of Witness:	Signature of Respondent Representative:
Name of Witness:	Name and Title:
	Date of Signature:
	I have authority to bind the Respondent.

APPENDIX C - TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFQ, each respondent must submit a completed and signed Submission Form (Appendix B) that, among other things, acknowledges its acceptance of the following RFQ Terms of Reference and Governing Law:

(a) This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.

(b) No legal obligation regarding the procurement of any good or service shall be created until the CVRD and the selected respondent have entered into a written contract for the Deliverables.

(c) Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the respondent to withdraw its quotation.

(d) The CVRD may cancel this RFQ process at any time.

(e) Procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFQ.

(f) The respondent consents to the collection and use by the CVRD of the information as contemplated under this RFQ for the uses contemplated under this RFQ.

(g) The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

(h) Respondents may direct questions or seek additional information in writing by e-mail to the RFQ Contact on or before the Deadline for Questions. The CVRD is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. The CVRD is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

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

(j) When evaluating quotations, the CVRD may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, and the CVRD may revisit and re-evaluate the respondent's quotation or ranking on the basis of any such information.

(k) The CVRD may consider the respondent's past performance on previous contracts or any other information considered relevant by the CVRD when determining the acceptability of a respondent.

(l) The CVRD may disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the CVRD. "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

(m) Respondents shall not engage in any illegal business practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Respondents shall not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to elected officials, employees, officers or other representatives of the CVRD; deceitfulness; submitting quotations

containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

(n) The CVRD may elect not to consider a respondent who engages in conduct prohibited by this RFQ or whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information.

(o) The CVRD may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct in a prior procurement process, including but not limited to (i) illegal and unethical conduct; (ii) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (iii) the refusal of the respondent to honour submitted pricing or other commitments, or (iv) any conduct, situation or circumstance determined by the CVRD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

(p) Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be made in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better submission in response to subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

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

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