



Sunshine Coast Regional District

Request for Proposal

Number: 19 384

for

Sunshine Coast Arena Chiller Replacement & Refrigeration Plant Upgrade

Issue Date:
March 15, 2019

Closing Date of
April 8, 2019 at 9:00 AM local time

MANDATORY SITE MEETING: A mandatory site meeting will be held on Tuesday March 26, 2019 at 10:30 am local time at 5982 Shoal Way Sechelt, BC

CONTACT: Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing purchasing@srcd.ca and the Regional District will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

The cut-off for submitting any questions related to this Proposal should be received by 3:00 p.m. five (5) business days prior to the closing date. Questions received after this time may not be answered.

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

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

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email should be submitted to submissions@srcd.ca in accordance with the instructions at Section 1.3 of the General Terms and Conditions of this RFP.

OR

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

**Sunshine Coast Regional District
1975 Field Road
Sechelt, BC V0N 3A1**

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

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

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

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

PROONENT NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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1. GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS

Throughout this Request for Proposals, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP, including amendments to the RFP;

“**BC Bid**” means the BC Bid website located at www.bcbid.ca;

“**Closing Location**” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

“**Closing Time**” means the closing time and date for this RFP as set out on the cover page of this RFP;

“**Contract**” means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the Regional District;

“**Must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“**Proposal**” means a written response to the RFP that is submitted by a Proponent;

“**Request for Proposals**” or “**RFP**” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

“**Should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“**SCRD or Regional District**” means Sunshine Coast Regional District.

1.2 FORM OF PROPOSAL

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

1.3 SUBMISSION OF PROPOSAL

a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

b) For electronic submissions (BC Bid or email), the following applies:

(i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

(ii) The Regional District limits the maximum size of any single email message to 20Mb or less.

(iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);

(iv) For email proposal submissions sent through multiple emails the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;

(v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.

c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.

e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.

f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent’s computer and the

Regional District Electronic Mail System or BC Bid.

- g) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
- (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

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

1.4 SIGNATURE REQUIRED

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

1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

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

Purchasing Division
Sunshine Coast Regional District
1975 Field Road, Sechelt, BC V0N 3A1
purchasing@scrd.ca

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

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

1.6 WITHDRAWAL OR REVISIONS

Proposals may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7 CONDUCT OF THE CONTRACT

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

1.8 CONFLICT OF INTEREST/NO LOBBYING

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.9 SUSTAINABLE PROCUREMENT

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

1.10 INVOICING AND PAYMENT

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

1.11 PRICING, CURRENCY AND TAXES

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

1.12 IRREVOCABLE OFFER

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

1.13 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.14 ASSIGNMENT

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

1.15 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose aggregate pricing or any part of a Proposal to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.16 AWARD OF CONTRACT

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

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent,

may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract.

1.17 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

1.18 PROPONENT'S RESPONSIBILITY

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

1.19 EVALUATIONS

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

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

1.20 ACCEPTANCE OF TERMS

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

1.21 MANDATORY REQUIREMENTS

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

1.22 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability – not less than \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the term of any contract entered into from this process.

1.23 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

1.24 CONFLICT OF INTEREST

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

1.25 LIABILITY FOR ERRORS

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

1.26 TRADE AGREEMENTS

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

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

1.27 LAW

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

1.28 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.29 CONFIDENTIALITY

The Bidder agrees that any information, knowledge (including but not necessarily limited to business practices, techniques, relationships, agreements, etc.), data, research, and any other information, knowledge, materials or products disclosed to the Bidder by the Regional District or otherwise produced, developed or known by the Bidder in providing this service (collectively the "Confidential Information") will not publish or disclose to any third party not either during or after the Agreement except as otherwise authorised by the Regional District. This section shall survive the termination of this Agreement.

1.30 DISPUTE RESOLUTION

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

1.31 DEBRIEFING

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

2. INTRODUCTION

2.1 Purpose

The Sunshine Coast Regional District (Regional District) is seeking professional services to provide design, specifications, drawings, tendering support, construction field review, and other project incidentals for a refrigeration plant upgrade at the Sunshine Coast Arena (SCA).

3. SITUATION/OVERVIEW

3.1 Background

The SCA was constructed in 1974. The arena has a single standard hockey ice sheet, side sheet bleachers, and a two storey entrance, skate shop, and foyer area.

The current ammonia refrigeration system cool floor shell and tube brine chiller was installed in 2001 and has reached the end of its service life. With technological changes and advancements in plate and frame brine chiller technology, our preference is to replace the existing shell and tube brine chiller with a plate and frame brine chiller.

The SCA has two ammonia compressors – one installed in 1974 and one installed in 2001. The compressor installed in 1974 has reached the end of its service life. Overhaul is not an option for servicing this unit at this time, since replacement parts have become difficult to source or are not available.

The current brine pump motor, installed in 2001, has reached the end of its service life and needs to be replaced. The brine pump, installed in 2016, should be assessed for suitability and compatibility with the new system and new brine pump motor.

The current Master Control Centre (MCC) panel was installed in 1974 and may require relocation and/or replacement at the time of upgrade due to the location of the MCC panel within the plant room.

3.2 Project Objectives

3.3 Scope

The Regional District is seeking certified and licensed refrigeration contactors with a minimum of 5 years of experience in ammonia refrigeration. Contractor to install a new evaporative condenser and closed loop glycol compressor cooling system as detailed in the specifications provided in Appendix 1.

The Contractor's methodology should consider the time-sensitive nature of this work and the Regional District's desire to operate the ice plant and install ice starting on September 7, 2019.

3.4 TENTATIVE PROJECT SCHEDULE

Item	Date
RFP Issued	March 15, 2019
Mandatory Site Meeting	March 26, 2019
Tender Closes	April 8, 2019
Contract Award (Tentative Date)	April 12, 2019

Site Ready	April 30, 2019
System Start-Up:	September 7, 2019
Substantial Completion:	September 7, 2019

3.5 A MANDATORY SITE MEETING

Regional District staff will be available on site (5982 Shoal Way, Sechelt BC) for a mandatory site meeting on March 26 at 10:30 am local time.

3.6 SPECIFICATIONS AND DRAWINGS

Detailed Specifications and drawings are attached as Appendix

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found at [http://www.scrd.ca/files/File/Corporate/Purchasing/GSA Terms and Conditions.pdf](http://www.scrd.ca/files/File/Corporate/Purchasing/GSA_Terms_and_Conditions.pdf)

4.2 Related Documents

Specifications and drawings attached as Appendix 1, 2 and 3

5. REQUIREMENTS

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

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

Please address each of the following items in your proposal in the order presented.

5.1 Capabilities

5.1.1 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of 5 years within the past x years providing services of a similar scope and complexity.

5.1.2 References

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

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

5.1.3 Environmental Requirements

The contractor shall be fully responsible for any environmental spills or contamination with regards to clean up responsibilities and costs. If any spills or contamination occur during the project the contractor shall immediately report this to the SCRD and regulatory authorities.

5.1.4 Timelines

The Contractor is to provide a schedule of work including milestones.

5.2 Price

Proponents need to submit a fee proposal that sets out the separate costs of each project described as well as an all-inclusive cost for all the projects; the proposal should include a breakdown of the fix prices including time, travel, hourly billable rates and material costs.

Prices quoted will be deemed to be:

- Any permits or fee's associated with the project.
- in Canadian dollars ;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

6. PROPOSAL FORMAT

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

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

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

7. EVALUATION

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

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

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

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

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

7.1 Mandatory Criteria

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

Mandatory Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP
Attend Mandatory Site Meeting / Provide Time Line for Project

7.2 Weighted Criteria

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

Weighted Criteria	Weight (%)
Qualifications & Experience This criterion considers the Contractor’s qualifications and experience in providing similar services.	/15
Methodology & Objectives This criterion considers the understanding of the project’s objectives, the methodology as well as the quality and completeness of the submission.	/15
Value Add This criterion considers any value add component.	/5
Work Plan (include start date, milestones and completion date) This criterion considers the Contractor’s project timeline.	/35

Weighted Criteria	Weight (%)
<p>Fees and Charges his criterion considers the price of the services. "Fee Score" / point formula: Score = (lowest qualified fee /Proponent proposed fee) x 30</p>	/30
TOTAL	100

7.3 Price Evaluation

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

8.0 ATTACHMENTS

- 8.1 SCHEDULE A PRICING SCHEDULE
- 8.2 SCHEDULE B- LIST OF CONTRACTS OF A SIMILAR NATURE
- 8.3 SCHEDULE C- NON ACCEPTANCE OF TERMS & CONDITIONS
- 8.4 SCHEDULE D - SUBMISSION FORM FOR EVALUATION
- 8.5 SCHEDULE E – LIST OF SUBCONTRACTORS
- 8.6 SCHEDULE F – LIST OF EQUIPMENT
- 8.7 SCHEDULE G - SPECIFIC CONDITIONS
- 8.8 APPENDIX 1 - SPECIFICATIONS
- 8.9 APPENDIX 2 and 3 DRAWINGS

SCHEDULE A- FEE PROPOSAL

Price to include all permits, equipment, materials, labour, supervision, and warranty for the work described in the scope of work and related tasks. And provide separate pricing to replace the existing concrete and steel condenser support structure with a new structural engineered condenser support structure.

All lump sum fees shall be in Canadian dollars and include all costs of performing all the services required before and after tax(es).

Having carefully examined the tender documentation (instructions, general conditions, specifications, drawings, and subsequent written addenda), and having visited the jobsite for the purposes of examining site conditions, and having become familiar with all conditions that affect the execution of the work, the undersigned agrees to tender the following bid for the Sunshine Coast Arena Ammonia/Brine Chiller Replacement & Refrigeration Plant 2019 Upgrades project.

1. Price: Supply, install, and commission the Sunshine Coast Arena Ammoni/Brine chiller replacement and ice plant 2019 upgrades (price to provide all work per Specifications, Drawings, and other bid document)

Our Firm Total Price is \$ _____
PST Included, GST not Included.

2. Price: Supply, install, and commission a Mypro-CP1A controller and related field control wiring for the existing 60HP MYCOM 8A (C-2) compressor to replace the existing gauge board control (price to provide all work per Specifications 2.2.5. 2* and other bid document)

Our Firm Separate Additional Price is \$ _____
PST Included, GST not Included.

3. Price: Supply, Install, and commission Optional Refrigeration MCC Replacement, 3-Phase Power Fielding, Related Refrigeration Equipment Motor, and Control and Field Wiring Upgrade (price to provide all work per Specifications and bid document)

Our Firm Separate Additional Price is \$ _____
PST Included, GST not Included.

The above pricing is based on the following:

1. The latest addenda received is number _____.
2. Price will be firm for 90 days from the date of tender.
3. Price includes all labour, supervision, tools, equipment, materials, and freight and anything specified in the Specifications and Drawing .
4. Price includes travel and accommodation.
5. If overtime or premium costs are required to meet the completion date, it is included in the bid prices.

3. Unit Prices and Mark Up for Additions or Changes to Work

3.1 Any additional material that is approved by the Engineer shall be provided by the refrigeration contractor at the supplier's invoiced cost plus _____% overhead and profit.

3.2 Additions or change order work that is approved by the Engineer and subcontracted by the refrigeration contractor shall be marked up by subcontractor's invoiced cost plus ____% overhead and profit.

3.3 Any additional labour that is approved by the Engineer shall be provided by the refrigeration contractor at the following hourly rates:

Refrigeration Journeyman	\$ _____	Refrigeration Apprentice	\$ _____
Certified Electrician	\$ _____	Fitter	\$ _____
Certified Welders	\$ _____	Helpers	\$ _____

Company Name: _____

Address: _____

_____ Postal Code: _____

Telephone #: _____ Fax #: _____

Email: _____

Signature: _____

Printed Name _____ Title: _____

WorkSafe BC Number: _____

SCHEDULE B- LIST OF CONTRACTS OF A SIMILAR NATURE

(Please photocopy if you require additional space)

The Proponent shall fill in details below of the most recent contracts they have undertaken with work of a nature similar to this proposed contract. It is the intention of the Regional District to use the information given below to assess the experience of the Proponent in the appropriate fields of work. The Regional District may contact the reference given below before awarding the contract.

LOCATION:
CONTRACT NAME:
CONTRACT VALUE:
DESCRIPTION OF WORK:

CLIENT:
TELEPHONE NUMBER:

YEAR:

LOCATION:
CONTRACT NAME:
CONTRACT VALUE:
DESCRIPTION OF WORK:

CLIENT:
TELEPHONE NUMBER:

YEAR:

LOCATION:
CONTRACT NAME:
CONTRACT VALUE:
DESCRIPTION OF WORK:

CLIENT:
TELEPHONE NUMBER:

YEAR:

LOCATION:
CONTRACT NAME:
CONTRACT VALUE:
DESCRIPTION OF WORK:

CLIENT:
TELEPHONE NUMBER:

YEAR

SCHEDULE C- NON ACCEPTANCE OF TERMS & CONDITIONS
(Please photocopy if you require additional space)

PLEASE STATE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

CONDITION: _____

EXPLANATION OF NON-ACCEPTANCE:

Proponents are advised that all variations from stated conditions will be reviewed and may negatively impact the overall rating of your submission.

SCHEDULE E – LIST OF SUBCONTRACTORS

(Please photocopy if you require additional space)

The Proponent must provide a list of all subcontractors being utilized. This list is required to be updated if any changes occur during the term of the contract.

1) Company: _____

Subcontractor: _____

Contact Name: _____

Phone: _____

2) Company: _____

Subcontractor _____

Contact Name: _____

Phone: _____

3) Company: _____

Subcontractor _____

Contact Name: _____

Phone: _____

SCHEDULE F – LIST OF EQUIPMENT

(Please photocopy if you require additional space)

The Proponent shall provide a description of the equipment proposed to use to fulfil the scope of work described above.

EQUIPMENT	DESCRIPTION	AGE OF EQUIPMENT

SCHEDULE G – SPECIFIC CONDITIONS

1.1 SPECIFIC TERMS AND CONDITIONS

1.1.1 SUBCONTRACTORS

- Unless the RFP states otherwise, the Regional District will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Regional District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Regional District.

1.1.2 PERMITS AND LICENSES

The Contractor shall obtain all permits, licenses, approvals and certificate which, as of the tender closing date and time, are generally required for the performance of the Work (collectively the "contractor permits"). Contractor Permits shall include all municipal construction permits and approvals. The Contractor shall pay all Contractor permit fees.

1.1.3 BID BOND

The tender must be accompanied by a tender security ("Bid Security") in the form of a bid bond issue by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonable satisfactory to the Regional District or a certified cheque or bank draft or letter of credit in a form acceptable to the Owner in the amount equal to 10% of the tender price.

1.1.4 PERFORMANCE BOND

Within 15 days of receipt of the written notice of award, the Successful Proponent will deliver to the Regional District a performance bond and a labour and material bond, each in the amount of 50% of the contract price, covering the performance of the work including the Successful Proponent's obligations during the maintenance period, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia and in a form acceptable to the Regional District; or

A bank draft, in the amount of 20% of the total contract price. The bank draft less 5% of the total contract price will be returned 60 days after substantial performance which will be held until the end of the one year warrantee period; or

A letter of credit, in the amount of 20% of the total contract price, without a termination date. The letter of credit will be returned 60 days after substantial performance and after the issuance of a letter of credit for the warrantee period, without a termination date in the amount of 5% of the total contract price which will be held until the end of the one year warrantee period.

1.1.5 HOLDBACK

Invoices are subject to a holdback, the Regional District shall hold back 10%, or other percentage as required by the Builders Lien Act, of any amounts due to the Contractor as a builder's lien holdback. No interest or other charges shall accrue on any amounts retained.

1.1.6 SUBSTANTIAL PERFORMANCE

The Successful Proponent shall advise the Regional District when the work has reached substantial performance and shall review all completed work with the Regional District for the purposes of final inspection, deficiencies and commissioning. Any deficiencies identified the Successful Proponent is required to provide the Regional District with a reasonable time period for the correction. The Regional District will provide acknowledgment of those corrections and time frame. The Regional District will conduct further inspections.

1.1.7 HOLDBACK RELEASE

The Regional District shall pay any builders lien holdbacks as required by the Builders Lien Act, or on such other dates as required by law but the Regional District may hold back the amounts for any deficiencies of filed builder's liens. The Successful Proponent will provide the Regional District with a written request for its release, with a clearance letter from the Workers' Compensation Board, a certification of Substantial Performance and/or any written report confirming the satisfaction from the Regional District that all monies owing to the Successful Proponent's workers, subcontractors, material and equipment suppliers and government agencies have been satisfactorily paid.

1.1.8 WARRANTY & GUARANTEES

Unless otherwise specified by the Contractor, the Contractor warrants and agrees that for a period of one year from the date of delivery or performance, the goods and/or services set out in the order are and shall be supplied or manufactured in a good and skillful manner and in the case the goods that they are derived from the best materials available.

If within a period of one year from the date of acceptance of the goods and services by the Regional District, such goods and/or services or any portion thereof are found by the Regional District to be defective or faulty due to imperfect or bad construction or material, the Contractor agrees to replace such defective goods and/or services forthwith without expense to the Regional District. The Contractor warrants that its employees have the qualifications, experience, knowledge skills and abilities necessary for the fulfillment of the Contract(s).

1.1.9 CLEANUP

The Successful Proponent will maintain the site in a clean and orderly condition.

Upon attaining Substantial Performance, the Successful Proponent shall remove all surplus products, tools, construction machinery and equipment relating to the work that is not required for the performance of the remaining work. The Successful Proponent shall also remove waste, debris and waste products other than that cause by the Regional District or other Contractors, and leave the place of work clean and suitable for occupancy by the Regional District unless otherwise specified in the contract documents or directed.

If the Successful Proponent fails or refused to remove all such products, materials, equipment and waste within a reasonable time after achieving Substantial Performance, the Regional District will issue a written notice to the Successful Proponent to remedy such failure or refusal by providing a reasonable time, the Regional District may do or cause to be done the removal and all reasonable resulting costs incurred by the Regional District may be deducted from any amounts owing to the Successful Proponent.

DO NOT OPEN – TENDER DOCUMENTS

RFP No. 19 384

**Sunshine Coast Arena Chiller Replacement
& Refrigeration Plant Upgrade**

Company Submitting Bid _____

**PURCHASING DEPARTMENT
SUNSHINE COAST REGIONAL DISTRICT
1975 Field Road
Sechelt, BC V0N 3A1
CLOSING DATE: Monday April 8, 2019 at 9:00 AM**