



Sunshine Coast Regional District

Request for Proposal

Number: 19 386

for

Henry Road Watermain Replacement – Asphalt Works

Issue Date:

March 22, 2019

Closing Date of

April 12, 2019 at 3:00 PM local time

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.

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:

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

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 \$5,000,000 per occurrence
- (b) Automotive Liability insurance (Owned and Non-Owned Units) – not less than \$3,000,000 per accident
The Contractor shall maintain such insurance as required under the Insurance (Motor Vehicle) Act of British Columbia and shall provide the Owner with a certificate of insurance, the Insurance Corporation of British Columbia on form No. APV47, for owned or leased vehicles as evidence of third party motor vehicle insurance coverage.
- (c) Course of Construction Builders' Risk Insurance Coverage on an "All Risk" basis in the amount of not less than the amount of the Contract Price; subject to a deductible provision for the Contractor's account not exceeding \$2,500 each loss.
- (d) Contractors Equipment coverage for equipment rented or owned by the Contractor to its full insurable value.
- (e) 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 Regional District is requesting proposals from qualified Contractors to rehabilitate and reinstate the asphalt right of ways on Henry Road after the new watermain has been installed.

3. SITUATION/OVERVIEW

3.1 Background

As a part of the Henry Road Watermain Replacement works near Gibsons BC , the Regional District it is required to Rehabilitate and Reinstate the Asphalt Right of Way once the new Watermain is installed.

The work area spans from Russell Road to 15.0m North of Reed Road along Henry Road. New trench is to be overlaid with a 100mm Temporary Asphalt patching for the entire length and subsequent 50mm mill & fill should be performed for the entire lane width (3.5m) of the above said limits of the road, including east and west approaches of Reed Road (approximately 12.0m into each side of Temporary Patching and 5.0m of Permanent Patching, refer Appendix 7) and 15.0m north of the intersection of Henry Road.

3.2 Scope

The scope of work consist of Supplying and Laying of Asphalt Concrete Class 1 medium mix or fine mix, as specified by the District Manager, Transportation, MoTI, in 2 lifts as mentioned above in 1.1, as per Ministry of Transportation and Infrastructure standards as set out in latest edition's Section 502 and 952 of Standard Specifications for Highway Construction and Maintenance for a Defects Liability period of one year. Project Details can be found in Appendix 7 Drawings

3.3 Contractor's Responsibilities

The Contractor will be responsible for the following:

- a) Supplying and laying of Class 1 medium or fine mix asphalt concrete as specified by the District Manager, Transportation, MoTI, over the trench up to a total of 100mm not exceeding 60mm per lift.
- b) After a minimum of three (3) month settlement period, entire lane width of the road to be milled, to a 50mm depth and repaving to create a smooth seam and surface.
- c) Dispose of the milled Asphalt material, upon completion, removal and dispose of any rocks or debris greater than 5cm in size within the right of way, up to the satisfaction of the District Manager, Ministry of Transportation and Infrastructure, restoration of the soft shoulder disturbed by the new construction with approved imported or original material.
- d) Comply with Ministry of Transportation and Infrastructure (MoTI), Guidelines, Standards and Specifications for all the activities.
- e) Comply with Master Municipal Construction Documents (MMCD) General Conditions, Specifications and Standard Detailed Drawings.
- f) Traffic and Pedestrian Control during the entire period of construction, as per Ministry of Transportation and infrastructure Traffic Control Manual for works on Roadways and Occupational health and Safety Regulation.
- g) Notify the Regional District of any issues during construction. Any changes required for the design or quantity variations will need to be approved in writing by the Regional District prior to implementation.
- h) Upon demobilisation, clearance of remaining debris and waste and rehabilitation of the Site.
- i) Follow all WorkSafe BC guidelines and maintain a safe and tidy construction site for the duration of the Project.

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the Agreement, including the Appendices. The Agreement can be found at Appendix 7.

4.2 Service Requirements

The successful Proponent's responsibilities will include the following:

- a) Prior to signing the Contract, the successful Proponent will provide
 - a. proof that they are registered to conduct business in the Province of British Columbia; and
 - b. WorkSafe BC Clearance letter; and
 - c. Performance and Labour and Material Bond within 15 days of receipt of the written notice of award, 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 the completion of the contract which will be held until the end of the maintenance 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 the completion of the contract 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 maintenance period.
- b) The successful Proponent will provide all the deliverables as outlined above; and
- c) The successful Proponent will employ skilled and qualified people to complete the work; and
- d) The successful Proponent will be aware of and comply with all by-laws or relations regarding noise for each respective jurisdiction; and
- e) The successful Proponent will notify 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; and
- f) The successful Proponent will warrant that work will be completed in a good and skilful manner and provide a minimum of one (1) year warranty.

If within warranty period any part of the Work is found by the Regional District to be defective or faulty due to imperfect or bad construction or material (Excludes any defects due to Base Failures), the successful Proponent will replace such defective items without expense to the Regional District; and

- g) The successful Proponent obtain all permits, licenses, approvals and certificate which, as are generally required for the performance of the work. The successful Proponents permits shall include all municipal construction permits and approvals. The successful Proponents shall pay all permit fees; and
- h) 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 removal 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.

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. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

5.1 Capabilities

5.1.1 Preliminary Construction Schedule

Proponents shall provide a schedule and time commitment to complete the work.

5.1.1.1 Tentative Schedule

The following milestone schedule is provided as a guideline for use by the Proponent in bid preparation:

Advertisement Closes:	April 12, 2019
Project Awarded:	May 23, 2019
Completion Milestones:	
Phase 1 Completion: Temporary Patching	within 15 working days upon Award
Phase 2 Completion: Milling and Final Overlay	September 18, 2019

5.1.2 Comparable Work Experience & References

Proponents must at least provide a list of comparable work, including a brief description of the work, approximate contract value, and references 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 with phone numbers for 5 or more projects related

work or of a similar nature that have been completed within the **5** years. References from the Proponent's own organization or from named subcontractors are not acceptable.

Proponents should provide any Take over Certificates (Completion Certificates) to support the references provided above.

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 Qualifications

Proponents should provide a list of qualifications and experience of the superintendent (or equivalent) the Proponent will use for the work.

5.1.4 Subcontractors

Proponents will provide a list of subcontractors that will be utilized to complete the services, the list should at a minimum include:

- a) Company Name
- b) Contact Name
- c) Phone Number
- d) Sub-trade

5.2 Technical Approach

Proponents should provide details regarding the Proponents approach, methodology, delivery, set-up and execution of the work, as well as any details regarding disposal and reuse of any existing materials, quality assistance and quality control programs and any risks and associated risk mitigation tactics.

5.3 Bonding

The proposal must be accompanied by a 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 proposal price.

5.4 Price

Proponents need to submit a fee in Schedule A – Schedule of Quantities and Pricing.

Prices quoted will be deemed to be:

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

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
The proposal must be accompanied by a Bid Bond.

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 Proponents previous experience in executing similar projects, in terms of scope, size and contract price.	30
References This criterion considers the Proponent references, taking over certificates (completion certificates), etc.	10
Technical This criterion considers the methodology, delivery, set-up and execution of the work, as well as disposal and reuse of existing materials, quality assistance and quality control programs, risk mitigation, project schedule as well as the quality and completeness of the submission.	20
Price	40
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

Appendix 1 – Schedule of Quantity & Prices

Preamble

1. General

The Contractor's attention is specifically directed to the MMCD and MOTI Specifications and the Drawings, which are to be read in conjunction with the Schedule of Quantities and Prices and the Preamble. The rate analysis for the listed Schedule of Quantities and Prices' items shall be provided in detail.

2. Application of Preamble to Subsequent Works

The relevant clause of this Preamble shall be deemed to apply equally to work subsequently ordered for execution by the Contractor.

3. Method of Measurement

The Works as executed will be measured for payment in accordance with the method adopted in the Schedule of Quantities and Prices and under the item as therein set forth. The net measurement or weight of the finished work in place will always be taken, and except where otherwise stated or where separate items are provided, no allowance will be made for cutting, waste, laps, circular work, etc.

Payment will be made for only those materials, which are specified and permanently installed in the works to the approval of the Sunshine Coast Regional District (SCRD). Construction materials supplied and delivered to the site by the Contractor which become surplus to the requirements of the works shall become the property of the Contractor who shall reimburse the Regional District any money that was paid to the Contractor for the supply and delivery to site of the surplus materials.

4. Units and Extension of Schedule of Quantities and Prices

All sizes and quantities have been entered in the Schedule of Quantities and Prices in Metric Units. Figures involving decimals are written in the British tradition, namely, with a full stop in the decimal position and commas between each successive group of three digits to the left of the decimal position.

The Bidder shall indicate the total amount for each item (i.e. the quantity multiplied by the rate) to the nearest cent when inserting the figures in the Schedule of Quantities and Prices.

Metric units are used throughout the Schedule of Quantities and Prices for measurement purposes unless otherwise indicated. The following abbreviations are used in this Contract.

Unit	Abbreviation
Square metre	Sq.m
Cubic metre	Cu.m

5. Rates and sums to be for Work Complete

Notwithstanding any limits which may be implied by the wording of the individual items and/or explanation in this preamble it is to be clearly understood by the Contractor that the rates and sums which he enters in the Schedule of Quantities and Prices shall be for the work finished complete in every respect, he shall be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of the Contract, and to have priced the items herein accordingly. The rates and sums must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the Works in accordance with the Contract.

6. Earthen shoulders as compacted in position

Contractor is only to be reinstate the disturbed part of the soft shoulder, due to the pipe laying works carried out earlier, simple restoration with approved imported or original material and subsequent compaction will be sufficient in this specific contract.

7. Asphalt Concrete Temporary Patching and Surface /Wearing Course

The rate for Asphalt Concrete Temporary Patching and Surface /Wearing Course should allow for all wastage and/or loss during transport, laying and compaction at the joints, outside the defined pavement edge, Prime coat for the Temporary Patching and Tack Coat for the Surface/Wearing course and Cleaning and Preparation of the surface to receive the Asphalt.

Sunshine Coast Regional District (SCRD)							
Henry Road and Reed Road Water Main Replacement							
SCHEDULE OF QUANTITIES AND PRICES							
SCHEDULE No.1 of 1 : ROAD PAVEMENT							
ITEM			DESCRIPTION	UNIT	QUANTITY	RATE (\$)	AMOUNT (\$)
Bill	MOTI Section	Pay Item					
1			SHOULDER CONSTRUCTION				
1	201	8	Earthen shoulders as compacted in position	Cu.m	30.36		
2			PRIME COAT AND TACK COAT				
1	511	9	Cold Milling	Sq.m	1,778.00		
3			ASPHALTIC CONCRETE SURFACING				
1	502	3	Asphalt concrete in Temporary Patching (100mm)	Sq.m	932.55		
2	502	3	Asphalt concrete in Surface/Wearing Course (Permanent Patching)(50mm)	Sq.m	1,778.00		
Sub - Total							
GST							
TOTAL TENDER PRICE							

Appendix 4 – Qualifications

Henry Road Waterman Replacement – Asphalt Works

(TITLE OF CONTRACT)

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Appendix 6 – Agreement

AGREEMENT

(FOR USE WHEN UNIT PRICES FORM THE BASIS OF PAYMENT TO BE USED ONLY WITH THE GENERAL CONDITIONS AND OTHER STANDARD DOCUMENTS OF THE UNIT PRICE MASTER MUNICIPAL CONSTRUCTION DOCUMENTS.)

THIS AGREEMENT made in duplicate this _____ day of _____, 2019

Contract:

BETWEEN:

Sunshine Coast Regional District
1975 Field Road
Sechelt, B.C. V0N 3A1

(the "Owner")

AND:

(Name and Office Address of Contractor)

(the "Contractor")

The *Owner* and the *Contractor* agree as follows:

ARTICLE 1. THE WORK - START/COMPLETION DATES

- 1.1. The *Contractor* will perform all *Work* and provide all labour, supervision, equipment and material and do all things strictly as required by the *Contract Documents*.
- 1.2. The *Contractor* will commence the *Work* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Work* diligently, will perform the *Work* generally in accordance with the construction schedules as required by the *Contract Documents* and will achieve *Substantial Performance* of the *Work* on or before _____ subject to the provisions of the *Contract Documents* for adjustments to the *Contract Time*.
(INSERT DATE OF SUBSTANTIAL PERFORMANCE)
- 1.3. Time shall be of the essence of the *Contract*.

ARTICLE 2. CONTRACT DOCUMENTS

- 2.1. The "*Contract Documents*" consist of the documents listed or referred to in *Schedule 1*, entitled "Schedule of *Contract Documents*", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the *Contract Documents*. All of the *Contract Documents* shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2. The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the *Contract Documents*.

ARTICLE 3. NEGOTIATED CONTRACT PRICE

- 3.1. The price for the *Work* ("*Contract Price*") shall be the sum in Canadian dollars of the following the product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus
 - 3.1.1. The product of the actual quantities of the items of *Work* listed in the *Schedule of Quantities and Prices* which are incorporated into or made necessary by the *Work* and the unit prices listed in the *Schedule of Quantities and Prices*; plus

3.1.2. All lump sums, if any, as listed in the *Bid Prices*, for items relating to or incorporated into the *Work*; plus

3.1.3. Any adjustments, including any payments owing on account of *Changes* and agreed to *Extra Work*, approved in accordance with the provisions of the *Contract Documents*.

3.2. The *Contract Price* shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

ARTICLE 4. PAYMENT

4.1. Subject to applicable legislation and the provisions of the *Contract Documents*, the *Owner* shall make payments to the *Contractor*.

4.2. If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the *Contract Documents* then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE 5. PROGRESS PAYMENTS

5.1. The *Contractor* shall submit invoices for the work rendered in a form and with documentation.

5.2. The *Owner* shall make progress payments on account of the *Contract Price* on the basis of the *Contractor's* invoices as approved.

5.3. It is the responsibility of the *Contractor* to provide the *Owner* with the necessary documentation to complete the payment certificate in a timely manner.

5.4. Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of work acceptably complete as determined by the *Owner*.

5.5. The payment certificate shall show the value of all labour and materials incorporated into the works, including extras, and all adjustments previously made whether additions or deductions. The certificate shall also show the aggregate of previous payments, the amounts withheld to comply with the mechanic's or builder's lien legislation, and the amount, if any, of the holdback released in respect of completed subcontracts. Except in respect of the final progress payment, the gross amount shown on such certificate, less the aggregate of all previous payments, previous sums withheld, and the amount then required to be withheld to comply with the applicable mechanic's or builder's lien legislation as set out below, by the *Owner*, shall become due and be payable to the *Contractor* upon approval within 30 days of such approval. In those cases where the work is such that the mechanic's or builder's lien legislation does not apply or does not require the retention of a holdback, the *Owner* will nevertheless retain holdbacks to the same extent as if such legislation applied to the work.

5.6. Ten percent (10%) of each progress payment shall be retained by the *Owner* to comply with the *Builder's Lien Act* until payment is due in accordance with the provision of Article 6.

ARTICLE 6. HOLDBACK RELEASE

6.1. The *Owner* shall pay the holdback to the *Contractor* within fourteen (14) days of the expiry of the statutory time for release of holdback, provided that:

6.1.1. The *Contractor* has provided to the *Owner* a Certificate from the proper office to register liens to prove that, as of a date two days after the expiry of the statutory period, no notice of affidavit of lien or liens has been filed or other matters recorded to make effective any lien;

6.1.2. The Contractor has complied with any conditions imposed by the Owner in his acceptance of the recommendation of the Consultant to issue a Notice of Partial Acceptance;

6.1.3. The Workers' Compensation Board has, at the request of the Contractor, filed with the Owner a certificate that all assessments due to the Board by the Contractor have been paid; such certificate shall be dated after the expiry of the statutory period for filing liens;

6.1.4. If, under the applicable lien legislation, there is no person who can provide the certificate referred to in (6.1.1) above, the contractor shall furnish to the Owner a Statutory Declaration, dated not earlier than seven (7) days after the expiry of the statutory lien period, stating why no certificate as is referred to in (6.1.1) above is possible, and stating that all employees, subcontractors and suppliers used in connection with the work have been paid and satisfied by the Contractor and that there is no claim outstanding or pending in respect of the work carried out and no lien has been filed against the Owner's lands or against any materials or equipment used in connection with the work;

The Contractor has certified to the Owner that there

ARTICLE 7. RIGHTS AND REMEDIES

7.1. The duties and obligations imposed by the *Contract Documents* and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.2. Except as specifically set out in the *Contract Documents*, no action or failure to act by the *Owner* or *Contractor* shall constitute a waiver of any of the parties' rights or duties afforded under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the *Contract*.

ARTICLE 8. NOTICES

8.1. Communications among the *Owner*, and the *Contractor*, including all written notices required by the *Contract Documents*, may be delivered by email, hand, pre-paid registered mail, or fax to the addresses as set out below

The *Owner*:

Sunshine Coast Regional District
1975 Field Road
Sechelt, BC, V0N 3A1
Attention: _____
Email: _____
Phone: _____
Fax: _____

The *Contractor*:

Attention: _____
Email: _____
Phone: _____
Fax: _____

8.2. A communication or notice that is addressed as above shall be considered to have been received:

8.2.1. immediately upon delivery, if delivered by email or hand; or

8.2.2. immediately upon transmission if sent and received by fax; or

8.2.3. after 5 Days from date of posting if sent by registered mail.

8.3. The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable.

8.4. The sender of a notice by fax assumes all risk that the fax will be received properly.

ARTICLE 9. GENERAL

9.1. This *Contract* shall be construed according to the laws of British Columbia.

9.2. The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.

9.3. The headings included in the *Contract Documents* are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the *Contract Documents*.

9.4. A word in the *Contract Documents* in the singular includes the plural and, in each case, vice versa.

9.5. This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above by the hands of their duly authorized representatives.

Contractor:

NAME - TITLE

(AUTHORIZED SIGNATORY)

Date: _____

Owner:

Sunshine Coast Regional District
NAME - TITLE

(AUTHORIZED SIGNATORY)

Date: _____

SCHEDULE 1 – CONTRACT DOCUMENTS

(INCLUDE IN LIST ALL DOCUMENTS INCLUDING, IF ANY, SUPPLEMENTARY GENERAL CONDITIONS, SUPPLEMENTARY SPECIFICATIONS, SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE: The documents noted with “*” are contained in the “Master Municipal Construction Documents – General Conditions, Specifications and Standard Detail Drawings”, edition dated 2009. All sections of this publication, including all Supplementary Updates, are included in the *Contract Documents*.

- 8.1 Agreement, including all Schedules;
- 8.2 Supplementary General Conditions (if any, insert title and edition date);
- 8.3 General Conditions*;
- 8.4 Supplementary Specifications (if any, insert title and edition date);
- 8.5 Specifications*;
- 8.6 Supplementary Standard Detail Drawings (if any, insert title and edition date);
- 8.7 Standard Detail Drawings*;
- 8.8 Contract Documents listed in Schedule 2 to the Agreement – “List of Contract Documents”;
- 8.9 The following Addenda:

(ADDENDA, IF ANY)

SCHEDULE 2 – LIST OF CONTRACT DOCUMENTS

(COMPLETE LISTING OF ALL DRAWINGS, PLANS AND SKETCHES WHICH ARE TO FORM A PART OF THE CONTRACT, OTHER THAN STANDARD DETAIL DRAWINGS AND SUPPLEMENTARY STANDARD DETAIL DRAWINGS.)

Title	Drawing No.	Date	Revision Date	Revision No.

SAMPLE

Appendix 7 - Drawings