



## REQUEST FOR QUOTATION NO 2221603

### Compressor and Storage Bank

- Issue date:** March 18, 2022
- Closing date and time:** Responses need to be in before **3:00 pm** Pacific Time on **April 4, 2022**. The Sunshine Coast Regional District (Regional District) will commence evaluation of responses after that time and reserves the right at its sole discretion to accept or reject any responses received after that time.
- Submit bid to:** The Sunshine Coast Regional District, 1975 Field Road, Sechelt BC V7Z 0A8, email address: [submissions@scrd.ca](mailto:submissions@scrd.ca)
- Contact for questions:** Vanessa Schilling, Purchasing & Risk Officer [vanessa.schilling@scrd.ca](mailto:vanessa.schilling@scrd.ca)  
Any questions should be submitted in writing. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion.
- Requirement:** Filling Station complete, including 3 x 6000PSI storage cylinders.
- Upgrade current two bottle fill station from 2216 to 4500 PSI.
  - The compressor system to have a 5-year system and 10-year compressor block warranty
  - The filter system to be CRN certified in accordance with the CSA standard CSA Z180.1-19
  - The filter system is to be designed to operate up to 7300 PSIG for added safety when operating at 6000 PSIG
  - Installation of the new system is to be done as per CSA code in SS tubing with SS fittings, hose is not allowed for install
  - Removal of the existing compressor and air storage
  - Installation of the new equipment
- How to respond:** Please respond by completing this quotation page and the following pages 2 and 3. Prices quoted are to be exclusive of PST and GST. Quotes are to be FOB destination including all delivery charges. Bids should be submitted on this form and may be sent in hard copy or emailed. Terms and conditions are on page 4.
- Location:** 8972 Redrooffs Rd. Halfmoon Bay, B.C., Halfmoon Bay Fire Department
- Addenda:** Should a correction be necessary or should additional information become available during the Request for Quotation process, it may be distributed in the form of an addendum posted on BC Bid or emailed directly to the invited Proponents. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by the Regional District.
- Contract Terms:** Proponents should review carefully the terms and conditions set out in the Purchase Order. The Purchase Orders terms can be found in Appendix 1.
- This RFQ and procurement process are intended to identify prospective contractors for the purposes of negotiating a potential contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between a Respondent and the Regional District by this RFQ and procurement process until the successful negotiation and execution of a Contract and is governed by the Contract itself.
- Pricing:** Firm all-inclusive price to supply and deliver materials as described, including all taxes except PST and GST.
- Price to include:
- 1) the first 6-month CSA service inspection and warranty.
  - 2) A trade in value for the existing compressor and 4 storage cylinders
- Evaluation:** Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.



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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 RFQ, 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.

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

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- Contribute to a stronger local economy;
- Promote the Living Wage and fair employment practices;
- Increase training and apprenticeship opportunities;
- Environmental Cost of Ownership;
- Energy efficient products;
- Minimal or environmentally friendly use of packing materials; and
- Reducing hazardous materials (toxics and ozone depleting substances).

Weighted Criteria	Weight %
Price	95%
Sustainable Procurement	5%

### 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.

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE,
1	Supply and install 6000 PSI Compressor, with 3 cylinder cascade, and remove existing compressor	1		
2	Modify current Irwin fill station from 2216psi to 4500psi	1		
3	Trade in Value for existing compressor & cylinders	1		
<b>SUBTOTAL</b>				



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<b>GST (5%)</b>	
<b>PST (7%)</b>	
<b>TOTAL ALL INCLUSIVE PRICE:</b>	<b>\$</b>

<p>It is anticipated that a purchase order will be sent to the successful bidder on April 15, 2022. Materials should be received at Halfmoon Bay Fire Department, 8972 Redrooffs Rd, no later than September 30, 2022. State your guaranteed delivery time from receipt of purchase order.</p>	<p>days</p>
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<p><b>Return Policy:</b> Describe your firm's return policy</p>

<p><b>Sustainable Social Procurement:</b> Describe any environmental and social factors.</p>

The undersigned agrees to be bound by the terms and conditions of this Request for Quotation and to supply the items listed at the prices quoted. If a Contract or Purchase Order is issued by the Regional District to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Request for Quotation and the Contract or Purchase Order which will constitute the full and complete agreement between the parties.

BIDDER INFORMATION		
Name & title of individual		
Legal name of company		
Company address		
Phone and fax numbers	ph.	f
Email address		
Addenda acknowledged		
WCB No.		GST No.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Request for Quotation Terms and Conditions

1. Definitions  
Throughout this Request for Quotation, the following definitions apply:
  - (a) "**Addenda**" means all additional information
  - (b) regarding this RFQ, including amendments to the RFQ;
  - (c) "**BC Bid**" means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);
  - (d) "**Bidder**" or "**Proponent**" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a response to the RFQ;
  - (e) "**Closing Location**" includes the location or email address for submissions indicated on the cover page of this RFQ, or BC Bid, as applicable;
  - (f) "**Closing Time**" means the closing time and date for this RFQ as set out on the first page of this RFQ;
  - (g) "**Contract**" means the written agreement resulting from the RFQ executed by the Regional District and the successful Proponent;
  - (h) "**Must**", or "**mandatory**" means a requirement that must be met in order for a response to receive consideration;
  - (i) "**Response**" means a written response to the RFQ that is submitted by a Proponent;
  - (j) "**Request for Quotation**" or "**RFQ**" 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
  - (k) "**Should**", "**may**" or "**weighted**" means a requirement having a significant degree of importance to the objectives of the Request for Quotation.
  - (l) "**SCRD or Regional District**" means Sunshine Coast Regional District.
  - (m) "**Vendor**" means the successful Proponent to the RFQ who enters into a Contract with the Regional District;
2. This Request for Quotation (RFQ) should not be interpreted as an agreement to purchase goods or services. The Sunshine Coast Regional District's (the "Regional District") intent is to select the bid(s) representing, in its sole discretion, best value to the Regional District. It will not be bound to accept the lowest or any bid and reserves the right in its sole and absolute discretion to reject, in whole or in part, any bid, or to cancel the RFQ in its entirety. The Regional District will not be obligated in any manner to any bidder submitting a quotation whatsoever until the bid has been accepted by the Regional District, in which case the Purchase Order Terms and Conditions, the terms of this RFQ and the terms of the quotation shall constitute the contract between the Regional District and the successful bidder.
3. It is the responsibility of the bidder to ensure that the quotation arrives prior to the date and time and at the place indicated. The Regional District reserves the right at its sole discretion to accept or reject any responses received after this time. From time to time the Regional District's spam filters block legitimate email. The Regional District cannot accept responsibility for delivery/receipt of email so please follow up if you do not receive a response.
4. Quotations shall be based on the specifications. Equivalent alternatives to products specified may be considered if full descriptive data on proposed alternatives is submitted with the Quotation. The Regional District reserves the right to determine, at its sole discretion, whether the alternatives are equal to products specified.
5. Quotations should be in Canadian funds.
6. 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.
7. The Regional District and its employees and agents shall not be held liable or accountable for any error or omission in any part of this RFQ or response to bidder questions. While the Regional District and/or its employees and agents have made efforts to ensure an accurate representation of information in this RFQ, the information contained in or provided with the RFQ, is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Regional District and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Bidders should not rely exclusively on any information provided in or with this RFQ and should independently verify all such information. Nothing in this RFQ is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this RFQ. Proponents will be solely responsible to ensure their quotation meets all requirements of the RFQ, to advise the Regional District immediately of any apparent discrepancies or errors in the RFQ, and to request clarification if in doubt concerning the meaning or intent of anything in the RFQ.
8. Any questions should be submitted in writing to the contact identified herein. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion. Information obtained from any other source is not official and should not be relied upon. Should a correction be necessary or should additional information become available during the RFQ process, it may be distributed in the form of an addendum posted on BC Bid. The Regional District assumes no responsibility for notifying individual bidders of the existence of addenda. It is the sole responsibility of the bidder to ensure it has obtained, prior to the closing, any addenda issued by The Regional District.
9. If a bidder discovers that it has made an error in its quotation, the bidder may forward a correction notice to the Regional District, but it must be received prior to the closing date and time for the RFQ. Unless otherwise specified, quotations will be open for acceptance for 90 days after the closing date.
10. Quotations that contain qualifying conditions or otherwise fail to conform to the RFQ terms may be rejected. The Regional District retains the right to waive irregularities in the quotation if it deems such irregularities to be of a minor or technical nature. The Regional District retains the sole right to determine which quotation, if any, best meets its needs. The Regional District reserves the right to issue multiple Purchase Orders, i.e., to more than one bidder, should it deem this to be in the best interest of the Regional District.
11. When quotations have been received and an award made, the successful supplier will be held to its quotation as of the closing of the RFQ irrespective of subsequent

representation that mistakes have been made in the quotation originally submitted.

12. Notwithstanding the previous paragraphs, if it appears an error has been made in a quotation, the Regional District may, in its sole discretion, before awarding an order, communicate with the potential supplier to ascertain if it will supply at the quoted price or withdraw the quotation. If the potential supplier is permitted to withdraw its quotation, the potential supplier will not be considered on this RFQ.
13. The Regional District reserves the right to award this order in part or in full, on the basis of quotations received.
14. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.
15. Bidders should use the unit of measure shown in the RFQ. Where conversions are required, these should be done by the bidder prior to submitting quotation.
16. Bidders should refer to the RFQ number in all correspondence.
17. Bidders must comply with applicable laws. This RFQ will be governed exclusively by and construed and enforced in accordance with the laws of the Province of British Columbia. The courts of the Province of British Columbia will have exclusive jurisdiction in the event of any dispute concerning this RFQ or any matters arising out of this RFQ.
18. Whenever the Contract or Purchase Order calls for any service to be performed, the Vendor 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.

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 Vendor must comply with all applicable laws and bylaws within the jurisdiction of the work. The Vendor 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.

19. Bidders' expenses:

1. It is a fundamental condition of this RFQ and the receipt and consideration of quotations by the Regional District that the Regional District, and its respective employees, consultants and agents, will not and shall not under any circumstances including without limitation whether pursuant to contract, tort, statutory duty, law, equity, any actual or implied duty of fairness, or otherwise, be responsible or liable for any costs, expenses, claims, losses, damages or liabilities (collectively and individually all of the foregoing referred to as "Claims") incurred or suffered by any bidder as a result of or related to any one or more of: the RFQ; the preparation, negotiation, acceptance or rejection of any conforming or non-conforming quotation; the rejection of any bidder; or the cancellation, suspension or termination of the RFQ process. By

submitting a quotation each bidder shall be conclusively deemed to waive and release the Regional District and its employees, contractors, consultant and agents, from and against any and all such Claims.

2. By submitting a quotation, the bidder agrees that it shall not claim damages for any matter arising out of this RFQ process or in preparing and submitting a quotation. The bidder further agrees to and hereby waives any claim for damages for loss of profit if the bidder is not selected by the Regional District.
3. In consideration of the Regional District considering a bidder's quotation, the bidder waives any right it may have to question or challenge the evaluation of its quotation or any other quotation and releases the Regional District from any Claims arising from the evaluation process or the failure of the Regional District to select that bidder's quotation.
20. All documents submitted in response to this RFQ 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. For more information on the application of the Act, go to [http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

The requirement for confidentiality shall not apply to any Bid that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring Bidder's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

## **Appendix 2 Purchase Order Terms & Conditions**

### **1. AGREEMENT**

This Purchase Order is a Contract between the Sunshine Coast Regional District and the Seller and shall be null and void and of no effect whatsoever unless all the terms and conditions on the reverse hereof and printed hereunder are accepted and acknowledged in writing by the Seller within 10 days after receipt; provided however that if no such acknowledgement is received by the Sunshine Coast Regional District, the Sunshine Coast Regional District may at its option, waive this requirement and in that case, without prejudice to the other rights of the Sunshine Coast Regional District hereunder, shipment of the goods ordered by the Sunshine Coast Regional District shall constitute acceptance by the Seller of all such terms and conditions. The Sunshine Coast Regional District does not accept any conditions or reservations, customary or otherwise, subject to which the Seller may purport to sell, ship or deliver the goods, unless such conditions or reservations have been specifically accepted in writing, or verbally by the Sunshine Coast Regional District and no modification of the terms and conditions of this Order shall have any effect unless made in writing and signed by the Sunshine Coast Regional District and the Seller.

### **2. PAYMENT**

Payments will be made in Canadian funds, unless otherwise stated in this Purchase Order. Payment and cash discounts are to be calculated from the date of acceptance of the items received by the Sunshine Coast Regional District or receipt of invoices, whichever is later.

### **3. PRICES**

Unless otherwise specified, the price inserted on the face of this Purchase Order represents the complete cost to the Sunshine Coast Regional District as at the point of delivery specified herein and includes every license fee, patent royalty, Government and Municipal tax levy and charge of every description and charges for crating, boxing and cartage.

### **4. TIME**

Time shall be of the essence. The goods or services must be delivered strictly in accordance with the quantities and specifications shown and on delivery dates specified, otherwise the Sunshine Coast Regional District shall be at liberty to cancel this Contract in whole or in part and to purchase other goods or services of the same or similar description from other sources to supply such deficiency.

### **5. INSPECTION**

Articles are subject to inspection by the Sunshine Coast Regional District notwithstanding prior payment. All or any goods received by the Sunshine Coast Regional District hereunder will be subject to inspection and rejection by the Sunshine Coast Regional District and if rejected may be held at the Seller's risk and expense or returned at the Seller's expense. The Sunshine Coast Regional District reserves the right to retain any portion or all of any shipment not strictly in accordance with the specifications and in such case, will pay a reasonable price therefore, which retention shall not preclude the Sunshine Coast Regional District from rejecting the remainder of the shipment or any part hereof and retaining any part thereof which is in accordance with the specifications.

### **6. WARRANTY**

In supplement of and not by way of substitution for any term of the specifications or any warranty stipulated by the parties or either of them or any warranty stipulated or implied by law and notwithstanding prior acceptance of the goods, Seller shall of his own expense replace any goods, or any part or parts thereof, which at any time within one year from date of acceptance thereof become defective as a result of faulty or inefficient manufacture, materials or workmanship.

### **7. PATENTS, ETC.**

The Seller will indemnify the Sunshine Coast Regional District against all actions, claims or proceedings for infringement of any patent rights or industrial design rights and for royalties or other payments which may be payable in connection with any such patent rights in carrying out the contract.

### **8. DIES, PLATES, ETC.**

All items manufactured to the Sunshine Coast Regional District's specifications and without intending to restrict the generality of the foregoing, including dies, tools, jigs, patterns, gauges, colour separations, printing plates paid for by the Sunshine Coast Regional District, are to be delivered upon request by the Sunshine Coast Regional District.

### **9. ASSIGNMENT**

This Purchase Order shall not be assigned or sublet in whole or in part without prior written approval of the Sunshine Coast Regional District.

### **10. ELECTRICAL APPROVAL**

All electrical equipment supplied must be approved and shall bear the appropriate approval mark or label as listed by the certifying agencies in the Electrical Safety Regulation.

### **11. GOVERNING CONDITIONS**

The laws of the Province of British Columbia shall govern this Purchase Order, unless otherwise specified.