



# Sunshine Coast Regional District

# Request for Proposal

**Number: 2261307**

**for**

**HVAC Unit Replacement**

**Issue Date:**

**March 30, 2022**

**Closing Date of**

**May 5, 2022 at 3:00 PM local time**

**OPTIONAL SITE MEETING:** An optional site meeting will be held on April 19, 2022 at 11 am local time at the Sechelt Aquatic Centre located at 5500 Shorncliffe Avenue, Sechelt BC. Proponents are required to RSVP by 12:00 noon on April 14, 2022; if no RSVP's are received the site meeting will be cancelled.

**CONTACT:** All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be submitted by April 21, 2022 and directed, in writing, to [purchasing@scrd.ca](mailto:purchasing@scrd.ca), who will respond if time permits with a Q&A on BC Bid by April 26, 2022. 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.

**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](http://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 the proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

**Sunshine Coast Regional District  
1975 Field Road  
Sechelt, BC V7Z 0A8**

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 Proposal, 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 Proposal;
- 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 Proposal, 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](http://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"**, **"Regional District"**, **"Organization"**, **"we"**, **"us"**, and **"our"** mean 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 V7Z 0A8

[purchasing@scrd.ca](mailto: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 or revisions 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](mailto: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 CONTRACT**

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in <https://www.scrd.ca/go/terms> and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

#### **1.10 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.

#### **1.11 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 accounts 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.

#### **1.12 PRICING, CURRENCY AND TAXES**

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

#### **1.13 IRREVOCABLE OFFER**

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

#### **1.14 TIME IS OF THE ESSENCE**

Time shall be of the essence in this contract.

#### **1.15 ASSIGNMENT**

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

#### **1.16 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 the top scoring proponent's aggregate pricing 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](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

#### **1.17 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 and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

#### **1.18 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 of 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.

#### **1.19 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.

#### **1.20 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.

#### **1.21 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.

#### **1.22 MANDATORY REQUIREMENTS**

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

#### **1.23 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.

#### **1.24 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.

#### **1.25 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.

#### **1.26 LIABILITY FOR ERRORS**

While the Regional District has used considerable efforts to ensure an accurate 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.

#### **1.27 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.

#### **1.28 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.

#### **1.29 REPRISAL CLAUSE**

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

#### **1.30 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.

#### **1.31 CONFIDENTIAL INFORMATION OF PROPONENT**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

#### **1.32 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.

#### **1.33 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 seeking proposals from qualified Contractor's to remove and replace three roof top HVAC units (RTU's) at the Sechelt Aquatic Center (SAC). The new RTU's should be a like for like replacement of the existing RTU's #3, 4, 5 and should fit existing roof curbs where possible. The work includes but is not limited to removal and disposal of existing units, installation of new units including possible curb modification, electrical, plumbing and controls.

The Regional District desires a project approach that will minimize facility downtime and impact on facility users and staff. Proponents are encouraged to look for creative solutions to deliver a cost effective quality installation while minimizing facility downtime. The Regional District prefers the replacement work to be scheduled to coincide with the annual facility maintenance closure May 28 to June 24, 2022. The Regional District will consider other project work schedules provided the work is scheduled to minimize impact to the daily operation of the facility. The Regional District's budget for this project is \$74,900.00.

## **3. SITUATION/OVERVIEW**

### **3.1 Background**

The Sechelt Aquatic Center located at 5500 Shorncliffe Avenue, Sechelt BC, was originally constructed in 2008. RTU's #3, 4 and 5 are from original construction and have reached the end of their service life. These three RTU's service the cardio room, gym, washrooms, community room, office spaces, reception and lobby areas. The units are controlled by an Automated Logic DDC system.

### **3.2 Project Objectives**

- Replace RTU's with new units that meet or exceed heating, cooling and ventilation capacities of existing units.
- Use existing roof mounting curbs, ducting, wiring and controls wherever possible.
- New units should meet or exceed the efficiency ratings of existing units.

### **3.3 Scope**

The work is to include but not limited to the following:

- Application, payment and coordination of all applicable permits.
- Disconnection of electrical wiring, DDC wiring and duct work as required.
- Removal and disposal of the existing units.
- Modification to the existing roof curbs if necessary to receive the new units.
- Supply and installation of the new units.
- Re-connect all electrical wiring, DDC wiring, and duct work as required.
- DDC system reprogramming if required.
- Start up and commissioning of the units to ensure proper operation of the new units.
- Air balancing to ensure proper heating, cooling and ventilation of areas serviced by units.
- Test and ensure that there is no water migration through units or associated roof penetrations.
- Any site clean up that may be required.
- Provide training to Regional District staff on unit operation and routine maintenance such as filter changes, belt changes, and lubrication.

### **3.4 Specifications**

The Contractor will ensure:

1. The new equipment shall meet or exceed the heating, cooling and air flow capacities of the existing units.
2. The new equipment shall be equal weight or lighter over a similar footprint as the existing units. If the new equipment is heavier or spread over a smaller footprint, the Contractor may require review of the proposed equipment layout by a Structural Engineer at the discretion of the District of Sechelt's Building Inspector or the Regional District.
3. The new equipment shall create equal or lesser noise than the existing equipment. This will be based on the equipment's external noise rating.
4. The new equipment shall be as energy efficient or more energy efficient than the existing equipment. Energy efficiency will be based on the Seasonal Energy Efficiency Rating, Energy Efficiency Ratio, and/or Coefficient of Performance.
5. The new equipment shall contain security measures on hatches or other openings to equipment hardware to deter tampering of the equipment by people or animals. Security measures may be as simple as screws, bolts, or other measures requiring tools to remove them.
6. The new equipment shall include phase loss protection for each RTU unit.

### **3.5 Existing Units**

See Appendix A Existing Unit Specifications

### **3.6 Schedule**

The Regional District would prefer work to commence after May 27, 2022 with substantial completion by June 24, 2022. Full project completion is desired by July 24, 2022. The Regional District will consider other project work schedules, provided the work is scheduled to minimize impact to the daily operation of the facility.

## **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: <https://www.scrd.ca/go/terms>

### **4.2 Service Requirements**

The Contractor's responsibilities will include but are not limited to the following:

- a) Prior to signing the Contract, the successful Contractor will provide:
  - a. proof that they are registered to conduct business in the Province of British Columbia; and
  - b. 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 Contractor will be expected to supply all labour, materials and equipment required to complete the project.
- c) The successful Contractor will be expected to coordinate the use of the parking lot area as required, with the District of Sechelt.
- d) The successful Contractor will be expected to work closely with the Regional District staff throughout the term of the contract.
- e) The successful Contractor will provide all the deliverables as outlined above.
- f) The successful Contractor will conform to all applicable codes, guidelines, regulations and all laws as required by the authorities having jurisdiction.
- g) The successful Contractor will employ skilled and qualified people to complete the work.
- h) The successful Contractor will be aware of and comply with all by-laws or relations regarding noise for each respective jurisdiction.
- i) The successful Contractor 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. For any deficiencies identified the successful Contractor 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.
- j) The successful Contractor will warrant that the work will be completed in a good and skilful manner and provide a minimum of one (1) year warranty on their work. 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, the successful Contractor will replace such defective items without expense to the Regional District.
- k) The successful Contractor will obtain all permits, licenses, approvals and certificates which are generally required for the performance of the work.
- l) At the end of each work day the successful Contractor shall ensure that areas of active construction are made secure from general public access. This includes the removal of temporary access ladders, securing scaffolding ladders, and/or fencing ground areas that contain equipment or other Contractor supplies.
- m) The successful Contractor will provide three hard copies and one electronic copy in PDF format of installation drawings, shop drawings, commissioning report, operation and maintenance manuals and air balancing report.

## 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.

### 5.1 Capabilities

#### 5.1.1 Qualifications

The Proponent or any subcontractors of the Proponent included in its proposal **need to** have the following qualifications:

- Apprentices or helpers need to have a minimum of one year commercial HVAC experience or equivalent experience. All work performed by apprentices or helpers must be checked and verified by a qualified HVAC service technician.
- All personnel performing the work shall be appropriately certified to work on the equipment and shall maintain a valid Province of British Columbia trade qualification or equivalent.

The Proponent or any subcontractors of the Proponent included in its proposal **must** have the following:

- Technicians performing the services need to have a Universal Red Seal Refrigeration Ticket or equivalent.
- Valid Province of British Columbia Air Conditioning and Refrigeration Contractors license.
- Electrical trades' personnel must have completed an approved apprenticeship and hold an electrical trade qualification certificate, valid in the province of British Columbia.
- Mechanics working on systems containing chlorofluorocarbons or other ozone-depleting substances must be licensed to handle ozone-depleting substances.

### **5.1.2 Subcontractors**

Proponents **need to** provide a list of all subcontractors that they will utilize to perform the services, the list should include the legal company name, subtrade and any qualifications.

### **5.1.3 Relevant Experience**

The Contractor and any subcontractors of the Contractor included in its proposal **should** have a minimum of **5** years within the past **7** years providing services of a similar scope and complexity.

Similar scope and complexity is defined as:

- (a) Removal and installation of roof mounted HVAC units with documented evidence of experience in similar types of work.
- (b) Modification of roof curb systems.
- (c) Integration of HVAC units with DDC control systems.
- (d) Commissioning of commercial HVAC systems.

### **5.1.4 References**

Proponents **need to** 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.

### **5.1.5 Environmental Requirements**

Proponents should dispose of existing system components, waste installation materials and refrigerants in a manner that meets all regulatory and environmental requirements. Removed components and waste installation materials should be recycled if possible. Proponents **need to** provide a removal and disposal plan for refrigerants in existing units.

## **5.2 Sustainable Social Procurement**

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

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:

- a) Contribute to a stronger local economy by:
  - Promoting a Living Wage
  - Using fair employment practices;
  - Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
  - a. Being locally owned;
  - b. Utilization of local subcontractors;
- c) Environmental Cost of Ownership;
- d) Energy efficient products;
- e) Reducing hazardous materials (toxics and ozone depleting substances).

### 5.3 Approach

Proponents **should** provide a detailed project approach and workplan that includes at a minimum:

- Methodology for removal, installation and commissioning of RTU units.
- Removal and installation schedule for each RTU unit.
- Start- up, commissioning and air balancing schedule.
- Disposal method of refrigerant from old units.
- Proposed Regional District staff training program and schedule.
- Include features of their services that give them a competitive advantage.

### 5.4 Bonding

The proposal **must** be accompanied by a bid security in the form of a bid bond issued 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.

If the Proponent chooses to use the BC Bid e-submission method the Proponent will need to upload an electronic copy of the Bid Bond, Certified Check, Letter of Credit or Bank Draft with their BC Bid e-submission and the original will need to be received by the Regional District within 5 business days of the closing date.

### 5.5 Warranty

Proponents are to provide details on their warranty, the warranty period needs to be for a minimum of one year after the installation and commissioning of the equipment. Proponents are encouraged to provide details and alternative warranty options that meet our minimum.

### 5.6 Price

Proponents **need to** submit a fee proposal that sets out the separate all-inclusive costs of each RTU unit as well as an all-inclusive cost for the project.

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.

<b>Mandatory Criteria</b>
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
Bid Bond

## 7.2 Weighted Criteria

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

<b>Weighted Criteria</b>	<b>Weight (%)</b>
Qualifications and Experience	25
Approach and Workplan	30
Environmental Requirements	5
Sustainable Social Procurement	5
Price	35
<b>TOTAL</b>	<b>100</b>

## 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.