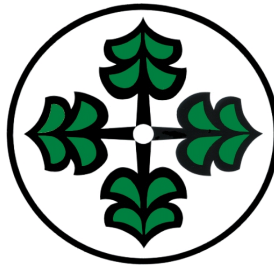


CITY OF PORT ALBERNI



RFQ No. 009-22

**CITY OF PORT ALBERNI
Echo Centre Siding Replacement**

Closing Date:

July 6, 2022 @ 2:30 pm local time

Mandatory Site Visit:

June 22, 2022 @ 1:00 pm
Echo Centre, 4255 Wallace St, Port Alberni, BC V9Y 3Y6

Installation Deadline

September 30, 2022



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A. INSTRUCTIONS TO BIDDERS

1.	The City of Port Alberni (Owner) is inviting RFQ's from qualified contractors for the replacement of Echo Centre's Siding.
2.	Sealed proposals marked "RFQ for Echo Centre Siding Replacement" will be received at the Purchasing Department at the City of Port Alberni, 4850 Argyle Street, Port Alberni, BC V9Y 1V8, or proposals may also be emailed to - <u>purchasing@portalberni.ca</u> <u>no later than 2:30 PM local time July 6, 2022</u> . It is incumbent upon the bidder to ensure their submission has been received by the City of Port Alberni Purchasing Department prior to the closing time. All proposal offers shall become the property of the City of Port Alberni. Proposals received after the noted due time will not be considered and will be returned unopened to the bidder.
3.	Two copies of the proposal are to be provided [if provided in hard copy] and the proposal shall include the following: <ul style="list-style-type: none"> a. A full and complete copy of the proposal document and all attachments including addendums initialed in the bottom corner of the page by the company owner or signing officer. b. Information provided in all blank areas of the forms provided. c. The signature of the company's owner or, in the case of a corporation registered in the Province of British Columbia, the signature of a signing officer and corporate seal. <p>Failure to provide a full and complete proposal will result in rejection of the RFQ.</p>
4.	Unit prices shall be filled in where indicated in the Schedule of Quantities and Prices of the Proposal Form. The unit prices shall be extended in accordance with the quantities shown and the extensions shall be inserted in the space provided. The total proposal must be an accurate summation of all the unit prices. Should an error be found, the owner may, at its sole discretion, accept an amended total of the unit prices to prevail as the total bid amount. At no time will the owner accept an amendment of the unit prices in an attempt to reconcile a difference with the total bid amount.
5.	All bidders must carefully examine the documents and site of the proposed works to assess and satisfy themselves as to the probable conditions to be encountered and shall make allowance for such conditions in their submitted prices. There is a formal site visit scheduled for this RFQ.
6.	Should a Bidder find discrepancies, omissions, or inconsistencies in the supplied documents, or should there be in doubt as to their meaning, the Bidder shall as soon as practicable and certainly prior to submitting a RFQ offer, Purchasing Department in writing <u>purchasing@portalberni.ca</u> . Bidders may not claim after submission of a bid that there was a misunderstanding with respect to the conditions imposed by the documents. Responses and

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	clarifications will be issued to all Bidders by way of an addendum prior to the bid closing and shall form part of the proposal document.
7.	<p>Bid price revisions will be accepted for submitted RFQs up to the closing date and time of the proposal subject to the following conditions:</p> <ol style="list-style-type: none"> a. Revisions must be received on the Bidder letterhead b. The revision must state the RFQ number, description, and closing time and date. c. The revision must include the amount the proposal is to be increased or decreased AND the increase or decrease to each unit price affected to reconcile with the total bid price. d. The revision must include the signature of the company's owner or, in the case of a corporation registered in the Province of British Columbia, the signature of a signing officer and corporate seal.
8.	A Bidder may, without prejudice to himself, withdraw his proposal on written request at any time prior to the time set for the closing of proposals. Such requests shall comply with paragraph 7 above.
9.	The proposal shall be based on the conditions, specifications, materials and scope of work supplied herein, however, a Bidder may additionally supply an alternate proposal which may be considered if the objectives of the work are achieved through alternative material or procedures that demonstrate superior value. Such alternates will be evaluated, and accepted or rejected at the sole discretion of the Owner.
10.	The Bidder must have the necessary competence, experience, qualified personnel, and equipment to carry out all aspects of the work. The Bidder must furnish evidence that he has the necessary experience and is prepared to use the necessary personnel and equipment to carry out the work satisfactorily and within the time stated in the Bidder Form. The <i>Contractor Questionnaire</i> section of the proposal document shall be completed to assist the Owner in determining if a Contractor is qualified to perform the work. Failure to complete the questionnaire may result in the proposal being considered incomplete.
11.	<p>Under the provisions of the <i>Collective Agreement</i> between the City and the Canadian Union of Public Employees (CUPE) Local 118, contracted employees engaged by the City of Port Alberni are to "... receive wages and conditions of employment at least equal to the terms of this Agreement". Bidder are to ensure that wage rates used to calculate the proposal prices are reflective of the rates for the same or similar classification of City employee as listed in the "<i>Contractor Questionnaire</i>" section in this RFQ package. The Bidder shall list the classification and pay rate for any employee that he believes does not match an <i>Agreement</i> Classification.</p> <p>The City may request a random check of wages paid to employees. Failure to adhere to the confirmed wage rates will affect a breach of contract. The City may withhold funds equal to the value of wages not paid and until such time that parity is paid to the Contractors employees.</p>



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12.	All prices proposed are to be in Canadian funds and shall include all applicable sales tax, duty, customs and brokerage fees, and handling and freight fees to the jobsite. Taxes shall be included in the price unless requested as a separate line item in the RFQ Form.
13.	The working language of the City of Port Alberni is English and all offers must be in English.
14.	<p>Bidder are to direct all communications related to this proposal to the following staff.</p> <p>For technical specifications contact: Rob Kraneveldt, Manager of Facilities, 250-720-2511 or rob_kraneveldt@portalberni.ca</p> <p>For any inquiries regarding the RFQ documents or process please contact: Kelly DeClerq 250-720-2847 or purchasing@portalberni.ca</p>

B. GENERAL CONDITIONS

1.	<p><u>Proposal Evaluation Criteria</u></p> <p>The City will evaluate all proposals based on the following criteria: To ensure consideration for this Request for Proposals should be complete and should include all of the following criteria:</p> <ol style="list-style-type: none"> 1. Overall proposal suitability (50%): Proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner. Higher points will be awarded to those proposals that include points below: 2. Energy Efficiency and GHG emissions reduction (10%): Proposed solutions will be evaluated on the proposed reductions in energy costs and/or GHG emissions. 3. Value and cost (40%): Proponents will be evaluated on the cost of their proposal in relation to the suitability and ongoing operational costs. <p>The Owner reserves the right to reject the lowest or any offer if after consideration, the City concludes that the Contractor is not qualified to do the work and/or cannot do the work and perform the contract in a satisfactory manner.</p> <p>RFQ offers are irrevocable and open for acceptance for a period of ninety (30) days after the closing date.</p>
2.	<p><u>Award</u></p> <p>Upon selecting the bidder that presents the greatest value, the City will issue, in writing, a purchase order. This purchase order will be given as soon as possible following the evaluation process and Council approval (if required). The completed proposal offer form, including all</p>

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	terms, addendums, and attachments, upon acceptance by the City of Port Alberni, by the issuance of a purchase order, shall form a contract between the successful Contractor and the City of Port Alberni.
3.	<p><u>Budget Approval</u></p> <p>Proceeding with an award of this proposal is subject to available funding and budget approval.</p>
4.	<p><u>Cancellation</u></p> <p>The City of Port Alberni reserves the right to cancel this RFQ at any time and for any reason and will not be responsible for loss, damage, cost or expense incurred or suffered by the Bidder as a result of cancellation.</p>
5.	<p><u>Work Safe BC And Safe Work Procedures</u></p> <p>In submitting an offer, the Contractor agrees to assume all of the responsibilities of a Prime Contractor as outlined in the <i>Work Safe BC</i> Act and Regulations. The Contractor shall provide <i>Work Safe BC</i> coverage for all workers on his payroll and shall provide their <i>Work Safe BC</i> Registration Number in their response. The Contractor and Subcontractors shall indemnify and save harmless the City from any and all liability whatsoever that might result from the Contractor's failure to pay <i>Work Safe BC</i> Board assessments or any other assessment or taxation that arises out of the Contractor's providing the service under this agreement.</p>
6.	<p><u>General Liability Insurance</u></p> <p>Prior to proceeding with any work, the successful Contractor shall at its own expense provide to the City a comprehensive general liability insurance policy in an amount not less than \$5,000,000 [five million dollars] all-inclusive together with a standard non-owned automobile liability and statutory conditions endorsement. The insurance shall be maintained during the continuance of the work and shall insure both the contractor and the City and shall contain a cross-liability clause and shall not be capable of cancellation unless 30 days' notice is first given to the City. A certified copy of the policy shall be provided to the City before final award of contract.</p>
7.	<p><u>Business License</u></p> <p>The successful Contractor and any Subcontractors must have a current City of Port Alberni Business License. The business license must be obtained prior to commencing the work and a copy provided to Rob Kraneveldt, Manager of Facilities.</p>
8.	<p><u>Injury or Damage to Persons or Property</u></p> <p>The successful Contractor, by submission of a proposal offer, agrees to indemnify and save harmless the City from any and all liability whatsoever and against any and all actions, damages,</p>

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	liens, claims and demands of every nature and kind arising out of the performance by the Contractor or his employees, officers or agents of this agreement.
9.	<p><u>Permits and Regulations</u></p> <p>The successful contractor shall at his own expense, obtain all permits, certificates and licenses required by law for the performance of the work and shall comply with all Federal, Provincial and City Laws and Regulations and affecting the execution of the work.</p>
10.	<p><u>Price Validity and Escalation</u></p> <p>The prices provided in the RFQ offer shall be held firm throughout the proposal acceptance period of 30 days, and upon award for the duration of the work. No claim for escalation of labour rates, material pricing, equipment rental or other costs will be considered. Increases in unforeseen tax rate increases will be compensated by the owner upon receiving a properly documented claim.</p>
11.	<p><u>Documentation Primacy</u></p> <p>The written terms of this document, addendums, and attachments shall govern in any dispute between the Owner and Contractor. No verbal agreement or conversation made or had at any time with any officer, agent, or employee of the Owner shall affect or modify any of the terms or obligations herein stated.</p>
12.	<p><u>Performance</u></p> <p>The successful Contractor's performance will be monitored and evaluated. This information shall then be taken into consideration in any future procurement, as may be in the best interest of the Owner.</p>
13.	<p><u>Capacity of the Contractor</u></p> <p>The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Owner.</p>
14.	<p><u>Dismissal of Contractor</u></p> <p>In the event the Contractor, at any time, fails to comply with the provisions of this Contract to the satisfaction of the Owner, the Owner shall immediately become empowered to dismiss and discharge the Contractor from any further execution of the Contract.</p>

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15.	<p><u>Communication</u></p> <p>The contractor shall immediately inform the Owner of conditions that will affect the contractor’s ability to perform the contract as specified. The contractor shall furthermore provide the Owner with the name and contact numbers of the following individuals:</p> <ul style="list-style-type: none">• Project superintendent• Alternate superintendent• Company owner, General Manager or Regional Manager <p>The aforementioned individuals must make themselves available to the Owner without unreasonable delay during regular business hours and provisions to leave a message by voicemail or e-mail shall be available to the Owner. At no time shall the contractor delay a communication with the Owner for more than 24 hours.</p>
16.	<p><u>Payment Terms</u></p> <p>All invoices paid as a result of this proposal will be paid per the Owner’s standard payment terms of net 30 days:</p> <p>50%: prior to project initiation and materials 40%: Project completion 10%: Upon final inspection</p>
17.	<p>Confidentiality</p> <p>The Owner is subject to the <i>Freedom of Information and Protection of Privacy Act [FOIPPA]</i>. That Act creates a right of access to records in the custody or under the control of the Owner, subject to the specific exceptions in the right set out in the Act. The Owner will receive all proposals submitted in response to this RFQ in confidence, including for the purposes of S.21 of the Act. Due to right of access to information created by that Act, the Owner does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the Act.</p>



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C. SPECIFICATIONS

PART 1 - GENERAL

1.0 Background Information

Replace the remaining cedar siding on Echo Centre.

1.1 Description:

Dispose of existing cedar siding. Supply and install 8 ¼" horizontal Hardie Board on three roofs; Family Changerooms, Canopy, and the Museum.

1.2 Specifications and Scope of Work

- Remove and dispose of existing cedar siding
- Supply and install New Tyvek wrapping on all three structures
- Supply and install 8 ¼" horizontal Hardie Board
- Paint two coats on all new Hardie Board (**Bistre - Dark Brown CA2114/LRV11 Cloverdale**)
- Remove and re-install banner brackets at the front of the Museum
- Lifts and/or scaffolding are the responsibility of the contractor
- Any roof flashing that is removed needs to be retained and re-installed

1.3 Safety:

- Lifts operated by competent operators (Fall protection required to meet WorkSafe BC Health and Safety Regulations: (OHS Regulation Part 11: Fall Protection)
- Busy facility and parking lot. Traffic and pedestrian management and safety required.
- Contractors must abide by the City of Port Alberni's Communicable Disease Plan.

1.4 Site Condition:

- Site must be kept clean, safe and free of debris. It is permissible to have a lockable bin on site in the front parking area. To be discussed with the owner.

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D. CONTRACT DOCUMENTS

1.0

- City of Port Alberni Contractors Responsibilities Form (to be completed at Project start)
- Original Liability Coverage and Insurance Certificate naming Owner, Operator, and Consultant as additional insured.
- Original WorkSafe BC Clearance Letter confirming that Contractor has complied with requirements of Worker's Compensation Board.
- A preliminary project schedule indicating Start-up and Completion dates.
- Copy of City of Port Alberni business license.
- Contractor to arrange for all required inspections

E. SCHEDULE

1. Mandatory Site Visit June 22, 2022. 1:00 pm. Meet at Echo Centre
2. RFQ closes July 6, 2022 @ 2:30 pm
3. Construction work can proceed immediately upon award.
4. Construction Deadline September 30, 2022

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F. CONTRACTOR QUESTIONNAIRE

The City of Port Alberni (the City) has a contractual obligation to CUPE Local 118 (the union representing the City's workers) that requires all contractors to pay their employees who are performing work for the City, a minimum of the same hourly rate as the City's workers are paid for performing similar work.

Prior to being awarded a contract to undertake work on behalf of the City, or being engaged to work for the City on an as and when basis, all contractors are required to sign this declaration certifying that they will pay to their employees hourly wages equal to or greater than those identified in the table below, when those employees perform work similar to the positions noted below.

I, _____ (print name), certify that I am an authorized representative of _____ (the Contractor). As such, I certify that as a condition of being awarded Contract # _____, or providing as and when required work for the City, the hourly wages paid by the Contractor to employees of the Contractor who perform work for the City, will be equal to or greater than those hourly wages identified in the table below, for performing work similar to the noted positions.

POSITIONS & RATES OF PAY		
POSITION	CITY OF PORT ALBERNI WAGE (2022)	CONTRACTOR-PAID WAGE (include where applicable or note as N/A)
Maintenance Worker	27.98	
Labourer 1 (< 6 mo. exp.)	29.13	
Labourer 2 (> 6 mo. exp.)	30.91	
Concrete Form setter / Finisher	35.01	
Tradesperson (Red Seal)	37.34	
Chargehand (Trades)	39.68	

On behalf of the Contractor I hereby authorize the City to withhold up to 10% of the total value of the contract until such time as the City is satisfied that the Contractor has complied fully with the commitment noted above. If the City requests payroll records pertaining to the contract (or as and when work) the Contractor will provide such records as requested.

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Signed for the Contractor: _____ x _____
(print name/ title) (signature)

Date: _____

Signed for the City: _____ x _____
(print name/ title) (signature)

Date: _____

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G. REFERENCES

Provide three references for work performed in the past 12 months.

	Name and address of Company	Contact person and phone #	Name of project or description of work
1.			
2.			
3.			

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H. SCHEDULE OF PRICES

Area	Price	GST
Removal/Disposal	\$	\$
Family Changeroom	\$	\$
Canopy	\$	\$
Museum	\$	\$
Reinstall Banner Brackets	\$	\$
Total	\$	\$

Note: The City reserves the right to only proceed with all or part of the work listed to meet budget.

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This RFQ is executed under seal at Port Alberni this _____ day of _____, 2022.

**FOR INDIVIDUAL OR PARTNERSHIP
SIGNED, SEALED AND DELIVERED in the
presence of:**

NAME: _____

ADDRESS: _____

OCCUPATION: _____

(Name of Company)

(Signature of Contractor)

Position

**FOR LIMITED COMPANY THE
CORPORATE SEAL OF _____
was hereunto affixed in the presence of:**

NAME: _____

ADDRESS: _____

OCCUPATION: _____

**Authorized Signing Officer
Position**

**Authorized Signing Officer
Position**

NOTE: If the proposal is by joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above

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Family Changeroom



Canopy

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Museum



Museum



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Museum



Museum

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