



Request for Quote

For

Summerland Fire Department Training Facility

Project Number:

2015-SFD-01

Issue Date:

April 15, 2015

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1. INTRODUCTION

1.1 General

This Request for Quote (RFQ) is being issued by the District of Summerland (the District) who is soliciting Quotes from qualified Contractors with a demonstrated expertise in in this type of project.

The general scope of work to be considered under the terms of this RFQ is outlined in Schedule 'A' – Scope of Work.

The Contractor must demonstrate compliance with all applicable bylaws and regulations of the District and all applicable laws of the Province of British Columbia and the Government of Canada.

2. INSTRUCTIONS TO CONTRACTORS

2.1 Registration of Contractors

Interested Contractors are required to register with Summerland's Fire Department to ensure that they receive any Addenda. Quotes submitted in response to this RFQ from parties who have failed to register may be rejected and returned unopened.

2.2 Not a Tender

This RFQ is not a tender call and the submission of any response to this RFQ does not create a tender process. This RFQ is not an invitation for an offer to Contract and it is not an offer to Contract made by the District.

By this RFQ, the District reserves the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select and shortlist Contractors, or attempt to negotiate a Contract with the Contractor that the District considers the most preferable.

2.3 Local Conditions

It is the Contractor's responsibility, either personally or through a representative, to examine the Project site to determine local conditions and all matters pertaining to the Work. The Contractor is fully responsible for obtaining all information necessary for the preparation of their Quote. By submitting a Quote, the Contractor is confirming that he has examined the Project site, or that he has specifically elected not to do so. No additional payment will be claimable or due because of difficulties experienced by the Contractor relating to any condition which was reasonably foreseeable by a Contractor qualified to undertake the Work.

2.4 Contract Documents

Contractors shall carefully examine the Contract Documents and shall fully inform themselves as to all existing conditions and any limitations that may affect the execution of the Work. No consideration will be given, after the submission of a Quote, to any claim that there was any misunderstanding with respect to the terms and conditions imposed by the Contract Documents.

2.5 Submission of Quotes

2.5.1 The Quote shall be submitted in a sealed envelope and directed to the attention of:

Rob Robinson – Assistant Fire Chief
Summerland Fire Department
District of Summerland
Box 159, 10115 Jubilee Rd. West
Summerland, BC V0H 1Z0

- 2.5.2 Quotes are to be submitted on or before 2:00pm PST, Thursday, May 07, 2015 (the 'Closing Time and Date'). Quotes received after the Closing Time and Date will not be considered and will be returned to the Contractor unopened.
- 2.5.3 The Quote shall be submitted on the attached Quote Form as outlined in Schedule 'B' and include:
1. the Contractor's legal status and business address;
 2. a description of similar work previously performed by the Contractor;
 3. list any proposed subcontractors;
 4. signatures of a duly authorized official and, in the case of a Corporation, be sealed with the Corporate Seal.
- 2.5.4 The cover of the Quote envelope shall include the name and address of the Contractor, the Project Number 2015-SFD-01, and be clearly marked "Summerland Fire Department Training Facility".
- 2.5.5 Written amendments to a Quote will be permitted if they are received no later than two hours prior to the Closing Date and Time and are endorsed by the same parties who signed and sealed the original Quote. All amendments shall include the name and address of the Contractor, the Project Number 2015-SFD-01, and be clearly marked "Summerland Fire Department Training Facility".
- 2.5.6 Quotes submitted by facsimile will not be accepted.

2.6 Addenda

- 2.6.1 A Contractor must immediately notify the District if they find discrepancies or omissions in the Contract Documents or if they have any doubt as to the meaning or intent of any part of the Contract Documents.
- 2.6.2 Every request for an interpretation shall be made in writing and addressed and forwarded to:
- Rob Robinson
Assistant Fire Chief
District of Summerland
10115 Jubilee Rd. W., Box 159
Summerland, BC V0H 1Z0
rrobinson@summerland.ca Fax: 250-494-7815
- 2.6.3 All responses to queries regarding this RFQ will be made by the Assistant Fire Chief in a form of a written addendum.
- 2.6.4 The District will not be responsible for or be bound by any verbal instructions, interpretations, or explanations issued by its officials, employees, agents, successors, or assigns.
- 2.6.5 All addenda will become a part of the Contract Documents. Contractors must acknowledge receipt of all addenda in their Quote.
- 2.6.6 Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time the RFQ will be considered complete and no further Addenda will be issued.
- 2.6.7 For emailed or faxed inquiries, the Contractor takes full responsibility for the risk that the inquiry may not reach the intended recipient.

2.7 Acceptance or Rejection of Quotes

- 2.7.1 The District reserves the right to:

- consider and analyze Quote submissions;
- meet with the Contractors, either individually or collectively, to discuss the RFQ and their submissions;
- negotiate any changes, amendments, or modifications with the preferred Contractor, without offering the other Contractors the right to amend their Quotes;
- cancel this RFQ at any time without incurring liability to any Contractor;
- reject any or all Quotes;
- accept any Quote whether complete or not;
- not accept the Quote with the lowest Contract Fee; and
- alter any aspects of this RFQ.

2.7.2 A Quote may be rejected for reasons that include, but are not limited to, the following:

- the District considers a Quote not in the District's best interest;
- the District deems that the Contractor has not allotted sufficient staff or hours of work to perform the Work in accordance with the Contract Documents;
- incomplete, conditional, or non-compliant submissions;
- obscure or irregular erasures or alterations;
- omitted or unbalanced prices;
- insufficient or irregular guarantees;
- insufficient evidence of qualifications, experience, financial stability, or capacity to perform the Work; or
- sub-standard performance of similar Work.

2.7.3 The Director will notify the successful Contractor through the issuance of a formal written 'Notice of Award'.

2.8 Validity Period

Quotes shall remain valid and irrevocable for 60 days after the Closing Date and Time.



3. CONTRACT

Summerland Fire Department Training Facility

Reference Number: 2015-SFD-01

THIS CONTRACT made in duplicate and entered into effective as of the _____ day of _____, 2015.

BETWEEN:

**The Corporation of the District of Summerland
Summerland Fire Department**
Box 159, 10115 Jubilee Rd. West
Summerland, BC V0H 1Z0

(hereinafter referred to as the "District")

AND:

Contractor Information

(hereinafter referred to as the "Contractor")

NOW THIS CONTRACT WITNESSETH that in consideration of their mutual rights and obligations to one another as hereinafter set forth the parties hereto agree as follows:

1.0 Contract Description

The Work for which this Contract pertains to is titled the Summerland Fire Department Training Facility and hereinafter shall be referred to as the "Project".

2.0 Contract Documents

The Contract Documents, in order of precedence, for which this Contract pertains are:

- The Contract including:
 - General Conditions
 - Schedule 'A' – Scope of Work
 - Schedule 'B' – Quote Form
 - Schedule 'C' - Project Drawings
 - Instructions to Contractors

Where there is a conflict between the wording and interpretation of the Contract Documents the wording or interpretation contained in the Contract Document with the highest precedence shall apply.

3.0 Successors or Assigns

- 3.1 This Contract and the terms and conditions herein contained shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 3.2 Neither party shall assign this Contract, or any portion thereof, without the prior written consent of the other.

4.0 Applicable Laws

- 4.1 This Contract shall be governed by the laws of the Province of British Columbia.

5.0 Waiver

- 5.1 The waiver by the District of any breach of this Contract by the Contractor, shall not require, nor be construed to require, the District to waive any subsequent breach of the same condition, covenant, or obligation.

6.0 Indemnification

- 6.1 The Contractor shall indemnify and save harmless the District, its elected officials, officers, agents, servants and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them and the District, by reason of any act or omission of the Contractor, their agents, employees, or subcontractors in the execution of the Work and shall pay any and all legal or other costs incurred by the District as a result of such act or omission.
- 6.2 The Contractor hereby waives all rights of recourse against the District, its elected officials, officers, agents, servants and employees with regard to damage to the Contractor's property.

7.0 Entire Contract

- 7.1 This Contract constitutes the sole and entire Contract between the District and the Contractor relating to the Work and completely supersedes and abrogates any prior Contracts existing between the District and the Contractor whether written or oral.

8.0 Notification

- 8.1 All Notices shall be in writing.
- 8.2 Notices between the parties shall be considered to have been received by the addressee:
- on the date of delivery if delivered by hand to the individual or to a member of the company for whom they are intended;
 - within one working day if sent by email;
 - within five working days if sent by mail or fax.
- 8.3 Notices must be sent to the following addresses:

the **District of Summerland** at

Summerland Fire Department
Box 159, 10115 Jubilee Rd. West
Summerland, BC V0H 1Z0
Telephone: (250) 494-7211
Fax: (250) 494-7815

the **Contractor** at

Contact Information

IN WITNESS WHEREOF the parties have executed this Contract on the day and year written above by their officers or persons duly authorized to execute on their behalf.

**CORPORATION OF THE DISTRICT OF
SUMMERLAND** by its authorized signatories:

CONTRACTOR by its authorized signatories:

4. GENERAL CONDITIONS

4.1 Definitions

In the Contract Documents, unless the context requires otherwise,

- a. **Contract Documents** means the documents outlined in Section 3 - Contract.
- b. **Contract Fee** means the lump sum rates as outlined in Schedule 'B' – Quote Form.
- c. **Contractor** means the individual, firm, co-partnership, or corporation retained by the District to perform the Work in accordance with the Contract Documents.
- d. **Contractor's Superintendent** means the Contractor's on site representative who is responsible on a daily basis to ensure the Work is completed in accordance with the Contract Documents.
- e. **Director** means the Director of Works and Utilities, as appointed by the Council of the District, and his duly appointed representative.
- f. **District** means the Corporation of the District of Summerland.
- g. **District's Representative** means that person or persons appointed by the Director to manage and administer the Contract.
- h. **Equipment** means anything and everything, except persons and material, used by the Contractor in the performance of the Work.
- i. **Person** means an individual, a body corporate, a firm, partnership, association, or any other legal entity or an employee or agent thereof.
- j. **Work** means all materials, labour, equipment, transportation, or other ancillary items required by the Contractor to complete the Work, in accordance with the Contract Documents.

4.2 Notice to Proceed

- 4.2.1 The Director will issue a formal Notice to Proceed.
- 4.2.2 The Contractor must commence the Work on the date specified in the Notice to Proceed.

4.3 Changes to the Scope of Work

- 4.3.1 Where the District requests the Contractor to provide Work that the Contractor considers is not included in the original scope of work, the Contractor must notify the District that a change order will be required.
- 4.3.2 The District shall not be required to pay for any Work not included in the Scope of Work unless the Director approves a Change Order prior to the Contractor performing the Work.

4.4 Payment

- 4.4.1 The Contract Fee shall be firm, expressed in Canadian currency, and shall be all inclusive for the Work. GST shall be in addition to the Contract Fee.
- 4.4.2 The District will pay the Contractor within 30 days from the date the Contractor submits an invoice for payment.
- 4.4.3 The Director may request the Contractor to submit, at no cost to the District, with the final invoice, a Statutory Declaration or other proof, that there are no outstanding costs, assessments, liens, or claims against the Contractor or against the District's property arising out of or in connection with the Work.

4.5 Taxes, Tariffs, and Duties

- 4.5.1 The Contractor is responsible for all taxes, tariffs, and duties applicable to labour, Work and equipment and these taxes, tariffs, and duties shall be included in the Contract Fee. Notwithstanding, GST shall be billed as a separate item.

4.6 Payment Withheld

- 4.6.1 The District may withhold or nullify the whole or part of any payment to the extent necessary to protect themselves from loss due to one or more of the following:
 - a. the Contractor is not performing the Work to the satisfaction of the Director;
 - b. defective Work is not being remedied;
 - c. there is an affidavit, claim of lien, or lien filed against the equipment on which the Work is done or is being done, or reasonable evidence of the probable filing of an affidavit, claim of lien, or lien;
 - d. the Contractor is failing to make prompt payments to anyone employed by the Contractor in connection with the Work; or
 - e. an unsatisfied claim exists for damages caused by the Contractor in connection with the Work.
- 4.6.2 Where subcontractors or suppliers of material are not receiving prompt payment, the District may deduct the amount of such payments from amounts otherwise due to the Contractor and will, if deducted, hold these funds in trust until such time as the Contractor has resolved the issue to the satisfaction of the Director.

4.7 Inspection of Work

4.7.1 The District's Representative may, at any time, enter into any place or premises where the Contractor is undertaking Work to inspect the Work and to ensure the Work is being performed in accordance with the Contract Documents.

4.7.2 The District's Representative, upon written notice to the Contractor, has the authority to stop the Work or to order the Contractor to take remedial action where,

- the Contractor is not performing the Work in accordance with the Contract Documents; or
- he is of the opinion that there exists a danger to life or to property.

The Contractor shall immediately obey the provisions of the notice and will not be entitled to any extra payment unless approved by a Change Order.

4.7.3 The District is not required to make inspections. Inspections made by the District do not relieve or release the Contractor from being responsible for the supervision of its operations under this Contract, from making its own inspections, and for ensuring the Work is being performed in accordance with the Contract Documents.

4.8 Supervision and Labour

4.8.1 The Contractor shall provide a competent Superintendent. The Superintendent shall represent the Contractor and, in the Contractor's absence, directions given to the Superintendent from the District's Representative shall be held to be given to the Contractor.

4.9 Subcontractors

4.9.1 The Director has the right, without any liability to the District, to reject any proposed subcontractor and to require the Contractor to substitute another subcontractor that is acceptable to the Director.

4.9.2 Subcontractors approved by the Director shall not be changed without the written consent of the Director.

4.10 Wages and WorkSafeBC

4.10.1 The Contractor shall comply with the requirements of the British Columbia Employment Standards Act, the Workers Compensation Act, and all other applicable federal and provincial legislation regarding wages and labour regulations.

4.10.2 The Contractor shall, upon request by the District, provide proof of payment in good standing with WorkSafeBC.

4.11 Certificates of Insurance

4.11.2 The Contractor shall provide, maintain, and pay for the following insurance policies with insurers licensed in British Columbia, providing coverage to the Contractor and any subcontractor performing Work provided by this Contract:

- a. Comprehensive General Liability Insurance;
- b. Automobile Liability Insurance.

4.11.3 Comprehensive General Liability Insurance

- a. The Contractor shall provide Comprehensive General Liability Insurance with limits of not less than \$5,000,000 inclusive per occurrence for personal injury, death, liability assumed under this contract, and damage to property.

4.11.4 Automobile Liability Insurance

- a. The Contractor shall provide and maintain a minimum of \$5,000,000 liability insurance in respect of owned, non-owned, leased, rented, licensed, and unlicensed vehicles or equipment used in performance of this Contract.

4.12 Removal of Liens

4.12.1 The Contractor shall immediately remove, at their own expense, all liens filed or registered against the District's equipment or the District's property.

4.13 Permits

4.13.1 The Contractor shall, at their own expense, procure all permits, certificates, and licenses required by law for the execution of the Work.

4.14 Bankruptcy or Default by Contractor

4.14.1 If the Contractor:

- is adjudged bankrupt; or
- makes a general assignment for the benefit of creditors due to insolvency; or
- has a receiver appointed because of his insolvency,

the District may, without prejudice to any other of the District's rights or remedies, give the Contractor, the receiver, or the trustee written notice and terminate the Contract.

4.14.2 If the Contractor fails to perform the Work in accordance with the Contract Documents, the District may provide written notice informing the Contractor that he is in default of his contractual obligations and instruct the Contractor to correct the default within five days, or such other longer specified time as outlined in the notice.

- 4.14.3 If the Contractor fails to correct the default within the time specified, the District may, without prejudice to any other of the District's rights or remedies,
- correct the default and deduct the District's direct costs from any payment owing to the Contractor or any security held by the District; and/or
 - deduct any portion of the remaining Work from the Contract; or
 - terminate the Contract.

4.15 Dispute Resolution

- 4.15.1 The Director shall be the interpreter of the requirements of the Contract.
- 4.15.2 In the event of any Dispute, which shall be any disagreement or misunderstanding between the District and the Contractor after initial attempts at resolution, either party may provide the other with a written summary of the Contract question at issue and the redress sought.
- Within fourteen calendar days of receipt of such communication the recipient shall acknowledge and respond in writing addressing all the issues raised in the initial communication or request a time extension.
- 4.15.3 If a party does not provide any written response to the written communication issued as per the foregoing, the communication will be deemed to have been accepted by the receiving party.
- 4.15.4 If there is an exchange of communication and issues remain unresolved, both parties shall:
- a. make immediate bona fide efforts to resolve the outstanding issues by amicable negotiations involving the assistance of senior persons in both parties' organizations and;
 - b. provide frank, conditional, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 4.15.5 If the dispute cannot be settled within fourteen calendar days of the end of the above negotiations, or such other time period as agreed to by both parties, the dispute may be referred to and finally resolved by arbitration conducted by a single arbitrator, agreed to by both parties, and under the rules of the British Columbia International Commercial Arbitration Centre. The place of arbitration shall be in Summerland, B.C. unless otherwise agreed to by both parties. The findings of the arbitrator shall be final and binding upon both parties.
- 4.15.6 The Contractor shall not delay any of the Work on account of or during any dispute, negotiation, or arbitration proceedings. The parties shall each bear their own costs throughout the process and the costs of a mediator or arbitrator shall be divided equally between the parties.

4.16 Termination Notice

A termination notice shall be in writing, delivered by registered mail, and specify the date the Contract will be terminated and the date the Contractor must vacate the place of Work. Termination notice must be a minimum of 30 days unless the termination is due to fraud, dishonesty, bankruptcy, default, or other significant issue that irrevocably damages the relationship between the District and the Contractor.

4.17 Remedies

- 2.17.1 On any early termination of the Contract by the District:
- a. The District shall pay to the Contractor the money owing to them under this Contract to the date of termination and upon such payment being made the District shall have no further obligation to the Contractor under this Contract; and
 - b. If the Contractor's right to perform the Work is terminated in accordance with the provisions of the Contract, the District shall not be liable to the Contractor for any damage or loss, including economic loss, sustained, or suffered by the Contractor as a result of any action taken by the District.

SCHEDULE 'A' – SCOPE OF WORK

The Summerland Fire Department is requesting quotes from qualified Contractors for the Summerland Fire Department Training Facility.

Contractors Obligations

The Contractor shall provide:

1. Supply and Install Fire Training Facility in accordance with the approved engineered drawings
2. Materials shall include but not be limited to:
 - 4 – 8' x 40' x 8.5' new containers
 - 5 – 8' x 20' x 8.5' new containers
 - 7 – Steel doors 3' x 6.6' with steel framing
 - 1 – Steel forcible entry door 3' x 6.6' with steel framing
 - 10 – Steel shuttered windows 3' x 4'
 - 1 – Steel shuttered window 3' x 2'4"
 - 3 – Interior tower stairs, double railing with kick plate - split apartment style with 4' grated steel landings
 - 3 – 8x20' 3/16 by 1 ¼ serrated bar grating raised on tubing for drainage on rooftops with safety railings, level with doors

Exterior rooftop railing with kick plate around all working areas, ladder tie offs

Four walk through openings between 40' containers with rounded edges

Extras:

Hatch and ladder assembly to rooftop on level 4

Round flush floor hatch one exterior and one interior for RIT and CSR

Standpipe with FDC from floor 1 to 4

PVC Piping with dampers

Simulated sprinkler prop on level 3 – 4 heads

Interior maze – 2/3 -1/3 split metal movable walls, sliding door, 12' center wall

Rooftop rappel hook **system engineered to 5000 pounds on tower roof**

Miscellaneous:

Price to include freight / delivery and setup at location

One day of onsite training

All buildings will meet NFPA, Work safe and Occupational Health and Safety Guidelines

Three or more references on previous jobs

One set of engineered Drawings

The completion date shall be no later than October 2, 2015

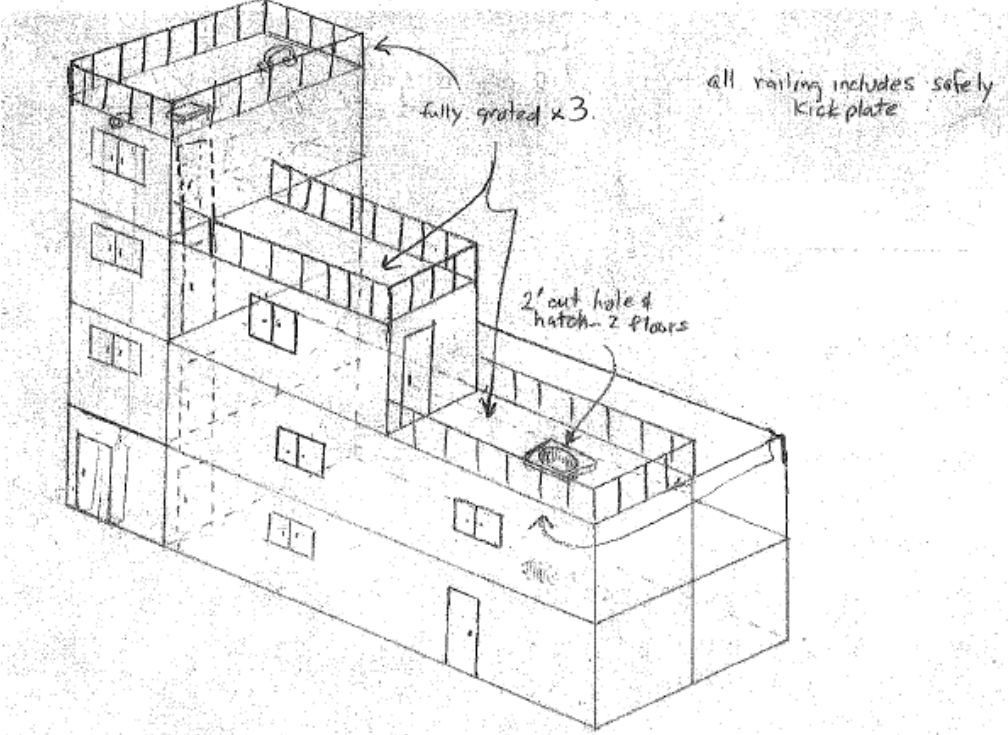
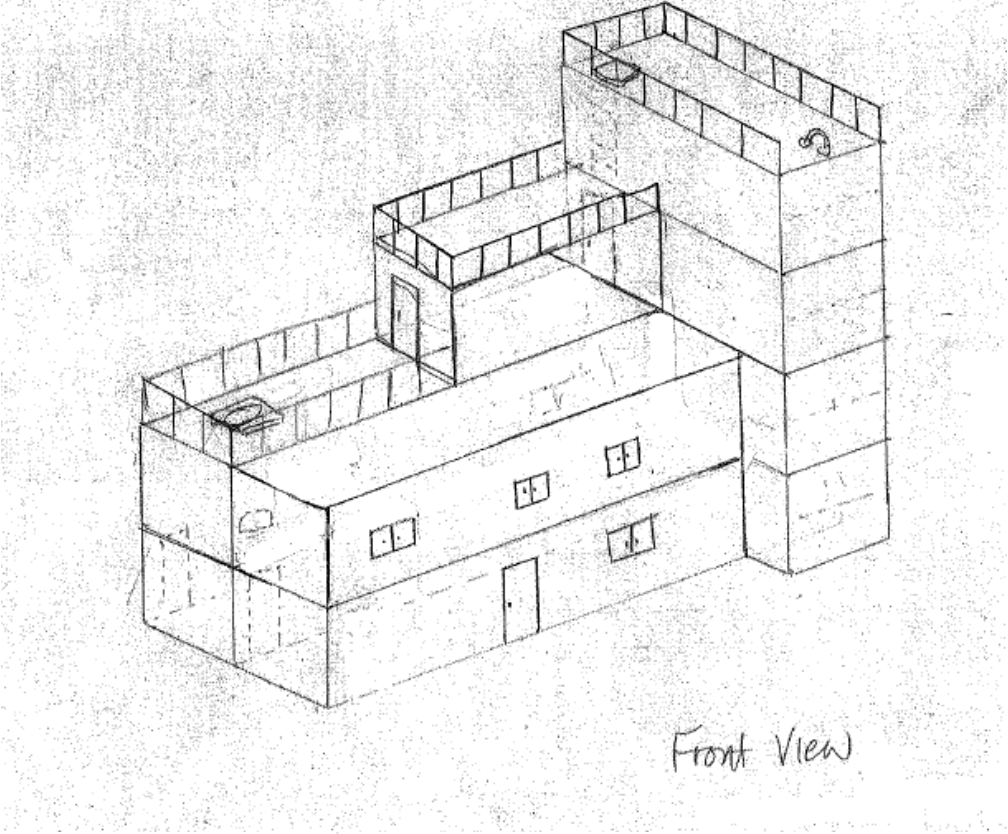
District of Summerland Obligations

The District shall:

1. Prepare the base for the containers to sit on

SCHEDULE 'C' – PROJECT DRAWINGS

RFQ is based on this conceptual design



Rear View