

CITY OF PORT ALBERNI



Tender No. RFP007-19

ALBERNI VALLEY MULTIPLEX COOLER/FREEZER REPLACEMENT

Closing Date Thursday April 18, 2019 @ 2:30pm

Mandatory Site Visit

Wednesday April 3rd, 2019 @ 11:00a local time @ Multiplex

ALL WORK MUST BE COMPLETED BY AUGUST 19, 2019



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A. INSTRUCTIONS TO TENDERERS

1.	The City of Port Alberni (Owner) is seeking bids to replace the existing cooler/freezer unit in the upper concession at the Alberni Valley Multiplex
2.	Sealed tenders marked “Tender for Alberni Valley Multiplex Cooler/Freezer Replacement” will be received at the Purchasing Department at the City of Port Alberni, 4850 Argyle Street, Port Alberni, BC V9Y 1V8 <u>no later than 2:30 PM local time April 18th, 2019</u> at which time they will be opened in public. Tenders submitted via facsimile will not be accepted. 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 tender offers shall become the property of the City of Port Alberni. Tenders received after the noted due time will not be considered and will be returned unopened to the Tenderer.
3.	Two copies of the tender are provided, one for submission to the Owner, the other is provided for the Tenderers records. The submitted tender shall be filled out in ink or type written and the Tenderer must ensure that the submitted tender offer includes the following: <ul style="list-style-type: none"> a. A full and complete copy of the tender 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 tender offer will in most cases result in rejection of the tender offer.</p>
4.	Unit prices shall be filled in where indicated in the Schedule of Quantities and Prices of the Tender 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 tender 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 tender.
6.	Should a Tenderer find discrepancies, omissions, or inconsistencies in the supplied documents,

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	<p>or should there be in doubt as to their meaning, the Tenderer shall as soon as practicable and certainly prior to submitting a tender offer, notify the Finance /Purchasing Department in writing. 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 clarifications will be issued to all Tenderers by way of an addendum prior to the bid closing and shall form part of the tender document.</p>
7.	<p>Bid price revisions will be accepted for submitted tenders up to the closing date and time of the tender subject to the following conditions:</p> <ol style="list-style-type: none"> a. Revisions must be received on the Tenderers letterhead b. The revision must state the tender number, description, and closing time and date. c. The revision must include the amount the tender 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.	<p>A Tenderer may, without prejudice to himself, withdraw his tender on written request at any time prior to the time set for the closing of tenders. Such requests shall comply with paragraph 7 above.</p>
9.	<p>The tender shall be based on the conditions, specifications, materials and scope of work supplied herein, however, a Tenderer 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.</p>
10.	<p>The Tenderer must have the necessary competence, experience, qualified personnel, and equipment to carry out all aspects of the work. The Tenderer 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 Tender Form. The <i>Contractor Questionnaire</i> section of the tender 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 tender being considered incomplete.</p>
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". Tenderers are to ensure that wage rates used to calculate the tender 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 tender package. The tenderer shall list the classification and pay rate for any employee that he believes does not match an <i>Agreement</i> Classification.</p>

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	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.
10.	All prices tendered 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 Tender Form.
11.	The working language of the City of Port Alberni is English and all offers must be in English.
12.	<p>Tenderers are to direct all communications related to this tender to the following staff. Communications directly to council members is not permitted without prior approval.</p> <p>For technical specifications and to view the jobsite contact: Rob Kraneveldt, Facilities Operations Supervisor, Phone: 250-720-2511, Fax: 723-5633 or Email: rob.kraneveldt@portalberni.ca or Laurie Pley, Manager of Recreation Services, Phone: 250-720-2519 or Email: laurie_pley@portalberni.ca For any inquiries regarding the tender documents or process please contact: Purchasing Dept. Phone: 250-723-2146, Fax 250-723-1003 or Email: purchasing@portalberni.ca</p>

B. GENERAL CONDITIONS

1.	<p><u>Offer Acceptance and Rejection</u></p> <p>The Owner will evaluate all tender offers received and make a determination of which Contractors are qualified to do the work after consideration of the following criteria:</p> <ol style="list-style-type: none"> a. The Contractors ability and capacity to complete the work within the delivery schedule. b. The Contractors history and ability to effectively manage the type of work specified. c. The Contractors history with respect to work quality, timeliness, safety record, and ability to accommodate changes in the work. d. The Contractors ability to recruit and retain qualified workers and employ qualified sub trades. e. The Contractors financial stability and solvency. f. The Contractors ability to warranty the work. <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>Tender offers are irrevocable and open for acceptance for a period of ninety (90) days after the closing date.</p>
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2.	<p><u>Award</u></p> <p>Upon selecting the Contractor and offer that presents the greatest value, the Owner will issue, in writing, a Purchase Order to the successful Contractor. This purchase order will be given as soon as possible following the evaluation process and Council approval (if required). The completed tender offer form, including all 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.</p>
3.	<p><u>Budget Approval</u></p> <p>Proceeding with an award of this tender 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 tender at any time and for any reason and will not be responsible for loss, damage, cost or expense incurred or suffered by the Tenderer 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 two 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 deposited with the City.</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</p>

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	copy provided to Rob Kraneveldt, Facilities Operations Supervisor.
8.	<u>Injury or Damage to Persons or Property</u> The successful Contractor, by submission of a tender offer, agrees to indemnify and save harmless the City from any and all liability whatsoever and against any and all actions, damages, 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.	<u>Permits and Regulations</u> 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.
10.	<u>Price Validity and Escalation</u> The prices provided in the Tender offer shall be held firm throughout the tender acceptance period of three (3) months 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.
11.	<u>Documentation Primacy</u> 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.
12.	<u>Performance</u> The successful Contractor's performance will be monitored and evaluated. This information shall then be taken into consideration in any future tender awards, as may be in the best interest of the Owner.
13.	<u>Capacity of the Contractor</u> 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.
14.	<u>Dismissal of Contractor</u>

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	<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>
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>Assign, Lease or Sublet</u></p> <p>The Contractor shall not assign, lease, sublet or otherwise delegate the Agreement without the written consent of the Owner.</p>
17.	<p><u>Payment Terms</u></p> <p>All invoices paid as a result of this tender will be paid as per the Owner's standard payment terms "net 30 days".</p>
18.	<p><u>Operating Facilities</u></p> <p>Unless otherwise specified, the facility (Alberni Valley Multiplex) listed herein for work will remain in operation for the duration of the work. The successful contractor will be required to coordinate and manage the work in a manner that minimizes the disruption to users of the facility. Please note all facilities require contractors to sign in and out before commencing work.</p>



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C. SPECIFICATIONS

PART 1 - GENERAL

1.1 Description:

- .1 Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete the replacement of the current cooler/freezer unit.

Scope of Work:

- Remove and dispose of existing cooler/freezer unit
- Install new freezer unit to include new panels, refrigeration equipment, new controls and a new outdoor, air cooling condensing unit on roof including roof jacks, and sealing all penetrations
- Install new cooler unit panels, utilizing the existing indoor, air cooled condensing unit
- Install temperature alarms
- Lights to be included

Additional items to note:

- .2 As this is an RFP, the City of Port Alberni is seeking proposals to replace the existing walk in cooler/freezer. The current unit has been in place for many years. The successful proposal will be energy efficient, environmentally friendly and have features to ensure the health and safety of all users.

Specs:

- Work to include all electrical and plumbing
- Any roof penetrations must be sealed
- Price to include any exhaust upgrades to the room
- Contractor to safely dispose of or contain any refrigerants
- Any permits to be pulled by the contractor
- Contractor will specify terms of warranty including length, parts and labour, and travel if applicable

1.2 Bidder Qualifications:

- .3 Bidder Qualifications:
- Bidders interested in performance of specified Work must:

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- Contractor's installers must be certified for installation of specified materials, verification may be required.
- Contractor's employees and Subcontractors must be WHMIS certified.
- Owner reserves right to reject any proposed Subcontractor for reasonable cause.

1.3 Hours of Work:

.4

- Perform Work between 7:00 AM and 6:00 PM, Monday through Friday, unless otherwise approved by Owner. Consult with Owner or Owner's Representative for special access times.
- Follow municipal or provincial bylaws.
- Working times must be coordinated with Owner's Representative prior to commencement of work.
- Weather conditions are considered incidental to Work and not considered additional to Bid Price.

D. CONTRACT DOCUMENTS

1.1

- City of Port Alberni Contractors Responsibilities Form
- City of Port Alberni Contractor Questionnaire
- 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 Substantial Completion dates.
- Copy of City of Port Alberni business license.
- Construction/Fall Protection Safety Plan for the work being undertaken.
- WorkSafe BC Regulations for working with heights.

E. SITE

1.1

- The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other Contractors to be installed under the

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Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

1.2

- Perform Work with least possible interference or disturbance to occupants, public and normal use of premises, roadways, parking areas, sidewalks, alleys, or passageways. Arrange with Consultant to facilitate execution of work. All egress doors providing access to work areas to be controlled. This is to be coordinated with Owner's Representative.
- Provide all protection necessary or as required by local by-laws including but not limited to: boarding, covered walkways, guard rails, barriers, night lights, sidewalk or curb protection and warning notices in locations where renovation and alteration work is adjacent to areas used by building occupants or public.
- Take all necessary precautions to keep dust, dirt, and debris to an acceptable level as directed by Owner's Representative and Consultant. Comply with all laws, ordinances, rules and regulations relating to work in connection with above.
- Where work is performed adjacent to air intakes, Owner's Representative and Consultant must be notified so that appropriate measures can be taken.
- Protect area and surfaces around the work area from debris and damage

F. DISPOSAL

1.1

- Provide for storage and removal of garbage as a result of work and obtain approval of storage location(s) from Owner's Representative and Consultant prior to commencement of work.
- Disposal of debris and demo'd materials from the building to be on a daily basis with minimum disturbance to Owner and occupants, unless stockpiling is specifically agreed upon.
- Recycling of waste materials when possible and prudent must be arranged by the Contractor, and meet City of Port Alberni, municipal and local government regulations.
- Must maintain a clean worksite at all times.

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G. SCAFFOLDING, LIFTS AND LADDERS

1.1

- Provide all required hoisting equipment for removal of debris and for movement and placing of materials and equipment during construction.
- Any damage caused by hoisting equipment or operator to be made good to satisfaction of Owner's Representative and Consultant.
- Provide and maintain temporary ladders required to perform work. Ladders to be strongly constructed and to comply with all requirements of safety authorities having jurisdiction over work.
- All ladders to be secured and used only by methods approved by Authorities.
- To meet or exceed Worksafe B.C. Regulations
- If utilizing a man-lift (Genie/JLG, scissor lift), contractor must use qualified operators.
- Scaffolding or ladders to adhere to Worksafe B.C. Regulations

H. FIRE PREVENTION

1.1

- No open burning to be permitted within any construction at site.
- Provide and maintain temporary fire protection equipment during performance of work required by insurance companies having jurisdiction and governing codes, regulations and bylaws. Provide a 20 lb. dry chemical fire extinguisher fully charged and in operable condition at every location where open flames are used.
- Keep site free of waste materials, rubbish and debris.

E. SCHEDULE

1. Please call Rob Kraneveldt (250-206-0073) or Laurie Pley (250-720-2519) if you wish to view the sites
2. Tender closes April 18, 2019 @ 2:30 pm
3. Mandatory Site Visit April 3rd, 2019 @ 11:00am @ Multiplex

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4. Work and demo can begin immediately upon Tender award
5. Work to be completed by August 19, 2019



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F. CONTRACTOR QUESTIONNAIRE

We provide this information in order that the owner may judge our ability to fulfill the contract requirements:
 Note: This form is to be completed by the General Contractor and all Sub-Trades

Registered Business Name:

Mailing Address:

City/Town:	Province:	Postal/Zip Code:
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Telephone No.:	Fax Number:	Toll Free Number:
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Business Structure:	Incorporated <input type="checkbox"/>	Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>
Primary Directors Name:	Owner's Name:	Partner Names:	

Number of Years in Business:	Number of Full Time Employees:	Number of Part Time Employees:
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Workforce Collective Agreement: Yes <input type="checkbox"/> No <input type="checkbox"/>	Is the Company Bonded: Yes <input type="checkbox"/> No <input type="checkbox"/>	Bond Holder:
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Primary Business Contact Name and Phone No.:

Insurance Company:	Policy Number:	Liability Coverage Amount:
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Work Safe BC No.:	G.S.T. No.:	Bank Name & Address: (Letter of good standing may be requested)
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LIST TRADES LICENCES & ASSOCIATION MEMBERSHIPS

RELEVANT PERSONNEL & RATES OF PAY

Name of Project Supervisor:	Years of Experience:	Trades Certificates/Licenses:
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POSITION	CITY OF PORT ALBERNI WAGE (2018)	CONTRACTOR WAGE
Maintenance Worker (Echo)	\$25.84	
Labourer 1	\$26.91	
Labourer 2 (Works)	\$28.00	
Labourer 2 (Parks)	\$29.08	

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Formsetter / Finisher	\$32.34	
Gardener	\$34.50	
Mechanic	\$34.50	
Carpenter	\$34.50	
Trades Helpers 1st year	\$28.64	
Trades Helpers 2nd year	\$30.01	
Trades Helpers 3rd year	\$31.39	
Trades Helpers 4th year	\$32.77	
Tenderer to Specify Labour Category and Rate Not Listed		
Tenderer to Specify Labour Category and Rate Not Listed		
Tenderer to Specify Labour Category and Rate Not Listed		
Tenderer to Specify Labour Category and Rate Not Listed		

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	Taxes
Remove Existing Cooler and Freezer	\$	\$
Proper disposal of waste materials	\$	\$
Installation of new Cooler and Freezer	\$	\$
Sub Trades	\$	\$
Other Costs	\$	\$
Total	\$	\$

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This tender is executed under seal at Port Alberni this _____ day of _____, 2019.

**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 Tender 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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