



District of Sechelt
Request for Proposal #2018-05
Hired Heavy Duty Mechanic Services

Date of Issue: April 9, 2018

Closing Location:

District of Sechelt
Attention: Procurement Agent
2nd Floor, 5797 Cowrie Street
Sechelt, BC, V0N 3A0

Closing Date and Time:

Proposals must be received prior to April 26, 2018 3:00:00 pm Pacific Time
at 2nd Floor, 5797 Cowrie St., Sechelt, BC.

Contact:

All inquiries must be directed in writing via email,
stating "RFP #2018-05 Hired Heavy Duty Mechanic Services" to:
Procurement Agent, District of Sechelt
Email: procurement@sechelt.ca

1. OVERVIEW

The District of Sechelt (the “District”) is requesting Proposals for the provision of all necessary materials, labour, tools and equipment for the provision of hired heavy duty mechanic services on an “as and when needed” basis, including routine and emergency situations.

The District of Sechelt is located on the west coast of British Columbia (“BC”) approximately 30 kilometres (“km”) north of Vancouver. The region, known as the Sunshine Coast, includes approximately 3900 square km on the Sechelt Peninsula surrounded by the waters of the Strait of Georgia, Howe Sound, and Sechelt Inlet. The Sunshine Coast does not have an overland route to the BC mainland and is dependent on the BC Ferry Corporation for movement of vehicles. A passenger ferry service runs between Horseshoe Bay and Langdale in the south and a smaller passenger service between Earl’s Cove and Saltery Bay in the north.

This Request for Proposal (“RFP”) is being issued through the local newspaper, and electronically through BC Bid (www.bcbid.gov.bc.ca), CivicInfo BC (www.civicinfo.bc.ca) and the District’s website (www.sechelt.ca).

Intended Term of Agreement

The successful Proponent will enter an Agreement with the District for a three (3) year term.

Definitions

Throughout this RFP the following additional definitions apply:

“**24/7**” means twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.

“**Addendum**” or “**Addenda**” means document(s) issued by the District as a supplement to this RFP that corrects errors, explains inconsistencies, provides clarifications or responses to questions submitted by Proponents or otherwise details or updates information provided in the RFP.

“**Agreement**” means a legal document and any attachments that bind the District to other parties subject to the terms of the RFP.

“**Business Days**” means Monday through Friday, inclusive, excluding statutory holidays.

“**Closing Date and Time**” means the closing date and time as set out on the cover page of the RFP.

“**District**” means the District of Sechelt, BC.

“MB” means megabyte, which is equal to 1024 kilobytes or 1,048,576 bytes of digital information.

“Must,” “Shall,” or “Mandatory” means a requirement of this RFP that must be met in order for a Proposal to receive consideration.

“Proponent” means an individual, partnership or company that submits, or intends to submit, a Proposal in response to this RFP.

“Proposal” means a response/submission provided by a Proponent in response to this RFP.

“RFP” means this Request for Proposal, including all appendices, schedules and addenda.

“Should” means a requirement having a signification degree of importance to the objectives of this RFP.

“USB Stick” means an external flash drive that can be used with any computer that has a USB port.

2. SCOPE OF WORK & SPECIFICATIONS

The scope of work under this RFP includes all necessary materials, labour, tools and equipment for the provision of heavy duty mechanic services for regular and emergency maintenance of District-owned and operated equipment, including, but not limited to, the items listed in Table 1.

All regular maintenance services will be completed at the District’s Public Works Yard located at 5445 Allen Road, Sechelt, BC.

Emergency services could be required anywhere on the Sunshine Coast, and must be available 24/7, on an “as and when required” basis.

Table 1 Equipment Specifications

Example of equipment to be serviced	
Asphalt equipment	Hiab equipment
Backhoes	Mowers
Dump trucks, single axel	Skid steers
Duty trucks, light and medium	Snow clearing equipment
Excavators	Sweeping equipment
Flail equipment	Tractors
Graders	Trailers

Location Considerations

Sechelt is located on the Sunshine Coast, 30 kilometers northwest of Vancouver, BC and is only accessible by BC Ferries or by barge. Proponents should take this into consideration when preparing their Proposals. It may be beneficial for Proponents to conduct a visit of the area before submitting a Proposal.

3. SUBMITTING A PROPOSAL

Proponents are solely responsible for submitting their Proposals on or before **April 26, 2018, 3:00:00 pm Pacific Time**; and to ensure their Proposals are received when, where and as specified in this RFP. The District is not responsible for lost, misplaced or incorrectly delivered Proposals.

Proposals may be delivered in one (1) of the following two (2) methods **only**:

1. **By hand/courier delivery:** Proponents should submit two (2) hard copies and one (1) digital copy of their Proposal on a USB Stick (PDF format only) in a sealed envelope/package clearly marked "RFP #2018-05 Hired Heavy Duty Mechanic Services; Attention: Procurement." Proposals must be delivered to: The District of Sechelt, 2nd Floor, 5797 Cowrie St., Sechelt, BC;

OR

2. **By Email:** Proponents should submit one (1) digital copy of their Proposal in PDF format only to procurement@sechelt.ca, with the subject line clearly marked "RFP #2018-05 Hired Heavy Duty Mechanic Services; Attention: Procurement."

Note that the maximum file size limit is 15MB, or less.

Electronically submitted Proposals will be deemed to be successfully received when the time as posted on the email is at or before the Closing Date and Time. The District will not be liable for any delay for any reason including technological delays, spam filters, firewalls, job queue, file size limitations, etc.

Proposals received by facsimile (fax) will not be accepted. Proposals received after the Closing Date and Time will be rejected and returned to the bidder unopened. Proposals received in a language other than English will not be considered.

Proponent Expenses

Proponents are solely responsible for their own expense in preparing, delivering or submitting a Proposal, and for subsequent negotiations with the District, if any. The District will not be liable to any Proponent for any claims, whether for costs, expenses, damages, losses or liability incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

Acceptance and Rejection of Proposals

The District reserves the right to reject any and all Proposals, or any parts thereof, or to waive any informality or defect in any Proposal if it is in the best interests of the District.

All Proposals, plans and other documents submitted shall become property of the District. Responses to this RFP are considered public information and are subject to disclosure under the *Freedom of Information and Protection of Privacy Act*.

Inquiries Related to this RFP

All inquiries must be directed in writing via email only to the District's Procurement Agent at procurement@sechelt.ca. The subject line must read: "RFP #2018-05 Hired Heavy Duty Mechanic Services." No other verbal or written instruction or information shall be relied upon by Proponents, nor will they be binding upon the District.

All inquiries regarding this RFP must be received by 3:00pm Pacific Time five (5) business days prior to the Closing Date and Time.

If an Addendum is necessary, it will be posted on the BC Bid, CivicInfo BC and District's websites, and shall become part of the RFP. It is the responsibility of Proponents to ensure that they have retrieved any and all Addenda/Addendum issued prior to the Closing Date and Time.

Withdrawal

Proponents may amend or withdraw their Proposals before the Closing Date and Time by submitting a request in writing via email only to the District's Procurement Agent at procurement@sechelt.ca. The subject line must read: "RFP #2018-05 Hired Heavy Duty Mechanic Services."

Upon Closing Date and Time, all Proposals become irrevocable, and Proponents cannot change any part of their Proposals, unless clarification is specifically requested by the District.

4. SELECTION CRITERIA

Proposals will be opened in private and will be evaluated equally against pre-defined criteria by an evaluation team. The criteria include, but are not limited to, the following:

1. Availability of Proponent to complete work when required;
2. Lowest price of the services provided by the Proponent to the District in accordance with the RFP specifications;
3. Proponent's proximity to the District's Public Works Yard at 5445 Allen Road, Sechelt, BC;
4. Proponent's experience and references; and
5. A comprehensive information package for any subcontractor that the Proponent will use for delivery of the services specified in this RFP.

5. GENERAL TERMS AND CONDITIONS

FORM OF OFFER

This RFP must be completed in its entirety and it is Proponents' sole responsibility to ensure that their Proposals and the number of copies in the form required are received on time and at the proper location. Failure to properly complete the requirements of this RFP may cause a Proposal to be rejected. Proposals received after the Closing Date and Time will be returned unopened.

INDEMNITY

The Proponent agrees to indemnify and save harmless the District, its employees, elected officials, contractors and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the District or any of the District's employees, elected officials, contractors or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, to the extent the loss is directly or indirectly caused or contributed to:

- any act or omission by the Proponent or by any of the Proponent's agents, employees, officers, directors or subcontractors in connection with this Agreement; or
- any representation or warranty of the Proponent being or becoming untrue or incorrect.

INVOICING & PAYMENTS

Successful Proponents are required to issue invoices to the District for the goods or services that are rendered. Original invoices should be forwarded to the District as follows:

Accounts Payable
District of Sechelt
2nd Floor, 5797 Cowrie Street
PO Box 129, Sechelt, BC V0N 3A0
Email: finance@sechelt.ca

The District has payment terms of net thirty (30) days. Where applicable, the purchase order number assigned, or other meaningful reference/subject matter, must be stated on the invoice otherwise payment may be delayed.

EXTRAS

No payments for extras will be made unless prior written approval or an approved change order has been issued by the District.

IRREVOCABLE SUBMISSION

Proposals will be open for acceptance for at least ninety (90) days after the Closing Date and Time. The District may request the date to be extended to one hundred twenty (120) days if the process requires more time to execute such as seeking elected officials' approval.

TIME IS OF THE ESSENCE

Time shall be of the essence in any Agreement. The District reserves the right to cancel any goods/services if not fulfilled within a reasonable time and in accordance with the terms and conditions specified herein.

ASSIGNMENT

The Proponent will not assign or transfer its obligations under any Agreement, in whole or in part, without the written consent of the District.

RESERVATION OF RIGHTS

In addition to any other reservation of rights set out in the RFP, the District reserves the right, in its sole discretion, to:

- modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into an Agreement with a Proponent;
- in accordance with the terms of the RFP, to accept the Proposal(s) that it deems most advantageous to itself;
- waive any non-material irregularity, defect or deficiency in a Proposal;
- request clarification from a Proponent with respect to its Proposal, including clarification as to provisions that are conditional or that may be inconsistent with the specifications in the RFP, without any obligations to make such a request to all Proponents;
- reject any Proposal due to unsatisfactory references or unsatisfactory past performance under Agreements with the District, or any material error, omissions or misrepresentation in the Proposal;
- at any time, reject any or all Proposals; and
- at any time, terminate the competition without award and obtain the goods and services described in the RFP by other means, or do nothing.

ACCEPTANCE OF TERMS

Submission of a Proposal indicates acceptance of all terms and conditions, including those that follow and that are included in all schedules, appendices and any addenda.

PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms and conditions contained herein are fully understood and to obtain any further information required on its own initiative. The District reserves the right to share, with all Proponents, all questions and answers related to the RFP.

EVALUATION

Proposals will be assessed in accordance with the evaluation criteria outlined in Section 4. The District will be under no obligation to receive further information, whether written or oral, from any Proponent. The District is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.

AWARD OF AGREEMENT

The 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.

The RFP shall not be construed as an Agreement to purchase goods or services and does not commit the District in any way to award an Agreement. The lowest priced or any Proposal will not necessarily be accepted.

INSURANCE & WORKERS COMPENSATION

The Proponent shall provide proof of, and continuously hold for the term of any Agreement, insurance coverage with minimum limits of not less than those stated below:

- Commercial General Liability—not less than \$5 million per occurrence.
- Vehicle Third Party Liability—not less than \$5 million per occurrence.

Successful Proponents are required to add the District as an "additional insured" on the Commercial General Liability policy of insurance.

Proponents must comply with, and must ensure that any subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Proponent's obligations under any Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Where applicable, Proponents must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the term at the Proponent's expense if:

- the Proponent is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- such personal optional protection insurance is available for the Proponent from WorkSafe BC or other sources.

Within ten (10) business days of being requested to do so by the District, the Proponent must provide evidence of the Proponent's compliance with the *Workers Compensation Act*.

COLLUSION

Except as otherwise specified or as arising by reason of the provisions of the RFP, no person, partnership, or corporation other than the Proponent has or will have any interest or share in this Proposal or in any Agreement 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 responses submitted for this project and the Proponent has no knowledge of the context of other responses and has no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of the Proposal.

LIABILITY OF ERRORS

While the District has used considerable efforts to ensure information in the RFP is accurate, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

LAW

This RFP and any resulting Agreement(s) are governed by, and are to be interpreted and construed in accordance with the laws applicable in British Columbia, Canada.

CONFLICT OF INTEREST & SOLICITATION

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 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;
- a relationship with any employee, contractor, elected official or representative of the District involved in preparation of the RFP;
- participation on the evaluation committee or in the administration of any Agreement; or
- a relationship with any employee, contractor, elected official or representative of the District participating on the evaluation committee or in the administration of any Agreement.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the District's Procurement Agent prior to submitting a Proposal. By submitting a Proposal, the Proponent is required to represent any and all circumstances that would give rise to a conflict of interest that is actual or potential in respect of the RFP on Schedule E.

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 agent of the District, including members of the evaluation committee and any elected officials of the District, or with the media, may result in disqualification of the Proponent.

DEFAULT & TERMINATION

The District at its sole discretion may immediately terminate any Agreement awarded through this process if there is a major violation of agreed terms and conditions or where the Proponent has taken an action against the District. During the Agreement period, should the District experience budget restraint or operational requirements that require a review of any Agreement, the District reserves the right to terminate any Agreement without penalty with three (3) weeks written notice. If key personnel change, the District reserves the right to terminate any Agreement prior to term.

The District may, by Notice of Default to the Proponent, immediately terminate, in whole or in part, any Agreement if the Proponent fails to perform the services required. In the event the District does terminate the Agreement, in whole or in part, as specified above, the District may acquire the goods or services in an alternative method for business continuity and the Proponent shall be liable to the District for any incurred additional costs such as liquidated damages.

FORCE MAJEURE (ACT OF GOD)

Neither party shall be responsible for any delay or failure to perform under its obligations under any Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause or similar force majeure event beyond its control, except labour disruption. In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

CONFIDENTIALITY

The Proponent acknowledges that prior to the Closing Date and Time it may be required to enter into a confidentiality agreement with the District in order to obtain access to confidential materials relevant to preparing a Proposal.

RIGHT TO DO WORK

If the Proponent neglects to perform the work properly or fails to perform any provision of any Agreement, the District, after five (5) days written notice to the Proponent, without prejudice to any other remedy, may make good such deficiencies and may deduct all costs incurred from amounts due to the Proponent.

WORKERS & SAFETY

The Proponent shall employ sufficient workers to perform the work, and will not knowingly employ anyone who is not skilled in the assigned task or who may be a threat to the safety of public, employees or the smooth operation of the District. Anyone deemed to be a threat to safety will be immediately removed at the sole discretion of the District. All equipment used by Proponents must be in good repair, free of leakage of any kind and meet all applicable laws and regulations regarding licensing and operation.

ADVERTISEMENT

Successful Proponents will not use the name of the District or any of the contents of this document in any advertising or publication without prior written consent from the District.

BYLAW

Proponents will ensure compliance with and conform to all health and safety laws, bylaws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

SUBCONTRACTORS

Unless the RFP states otherwise, the District will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under any Agreement. The District will enter into an Agreement with the Proponent only.

The evaluation of the Proponent will include evaluation of proposed subcontractors, if applicable, on Schedule D.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests may, in the 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 subcontractor in the preparation of the RFP;
- a relationship between a subcontractor and any employee, contractor, elected official or representative of the District involved in preparation of the RFP;
- participation by a subcontractor on the evaluation committee or in the administration of any Agreement; or
- a relationship between a subcontractor and any employee, contractor, elected official or representative of the District participating on the evaluation committee or in the administration of the Agreement.

If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the District's Procurement Agent 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, for any proposed subcontractor.

Where applicable, the names of approved subcontractors listed in the Proposal will be included in any Agreement. No additional subcontractors will be added or other changes made to this list in any Agreement without the written consent of the District.

6. PROPOSAL REQUIREMENTS

All Proposals must be prepared in a manner that clearly demonstrates fulfilment of all the listed requirements.

- | | |
|-----------------------------|------------|
| 1. SIGNATURE AND ACCEPTANCE | SCHEDULE A |
| 2. PROPOSED RATE SHEET | SCHEDULE B |
| 3. EXPERIENCE & REFERENCES | SCHEDULE C |
| 4. PROPOSED SUBCONTRACTORS | SCHEDULE D |
| 5. DISCLOSURE OF INTEREST | SCHEDULE E |

These additional items must be submitted by successful Proponents within ten (10) Business Days after the award of any Agreement. Failure to do so may result in the Agreement being awarded to an alternate Proponent who can meet the requirements.

6. DISTRICT OF SECHELT BUSINESS LICENSE
7. CERTIFICATE(S) OF INSURANCE
8. WORKSAFE BC CLEARANCE LETTER
9. GST/PST NUMBER, AS APPLICABLE



SCHEDULE A—SIGNATURE AND ACCEPTANCE

Failure to complete this schedule, including a proper signature, will result in a Proposal not being considered. The authorizing signatory must be an officer, employee or agent having authority to legally bind the Proponent to the terms of the Proposal.

The Proponent is an ___ Individual ___ Partnership ___ Corporation (check where applicable)	
Incorporated under the laws of _____.	
Name:	
Address:	Postal Code:
Telephone #:	Fax #:
Email:	Website:
Years of experience providing the services requested in this RFP:	

We certify that we have read and understand the information provided in the RFP and all addenda. The information provided in our Proposal is accurate and we agree to be bound by all conditions, statements, representations and prices offered herein.

Executed this _____ day of _____, 2018.

Signature	
_____	_____
Name (print)	Title (print)
_____	_____
Witness Signature	Witness Name (print)

END OF SCHEDULE A – SIGNATURE AND ACCEPTANCE

SCHEDULE B—PROPOSED RATE SHEET

Rates offered must be provided in this Schedule B, and must be firm for the entire Agreement period unless this RFP specifically states otherwise.

Rates shall be in Canadian dollars only and include all costs of performing the requested services, including labour, equipment, fuel, transportation, delivery, and all other costs associated with the scope of services and requirements in this RFP, excluding any sales taxes. Proponents must provide their GST/PST number as a provision of any Agreement.

Proponents may submit pricing for heavy duty mechanical services for all or part of the equipment listed in Table 1.

If additional space is required, please add an attachment to this form.

Standard Hourly Rate (\$)	24/7 Emergency Call Out Rate (\$)	Minimum Call Out (Hours)

END OF SCHEDULE B—PROPOSED RATE SHEET



SCHEDULE C— EXPERIENCE & REFERENCES

Proponents shall provide three (3) separate customers, other than the District, with which they have undertaken work of a similar nature to this Proposal.

The District will use this information to assess the experience of Proponents in the appropriate fields of work, and may contact the references given below before awarding any Agreement.

If additional space is required, please add an attachment to this form.

Reference 1	
Client Name	
Contact Name & Phone Number	
Year & Location of Work	
Contract Value	
Description of Work	
Reference 2	
Client Name	
Contact Name & Phone Number	
Year & Location of Work	
Contract Value	
Description of Work	
Reference 3	
Client Name	
Contact Name & Phone Number	
Year & Location of Work	
Contract Value	
Description of Work	

END OF SCHEDULE C—EXPERIENCE & REFERENCES

SCHEDULE D—PROPOSED SUBCONTRACTORS

Proponents must provide a list of all subcontractors expected to be used to provide the goods or services requested under this RFP. This list is required to be updated if any changes occur during the term of any Agreement.

If additional space is required, please add an attachment to this form.

Company	Subcontractor	Contact Name & Phone Number	Nature of Work to be Performed

END OF SCHEDULE D—PROPOSED SUBCONTRACTORS



SCHEDULE E—DISCLOSURE OF INTEREST

As a condition of this Proposal, all Proponents shall make full disclosure of any business relationships within the last five (5) years, including any donations/gifts in excess of one hundred dollars (\$100.00), with any employees, contractors, or agents of the District, its elected officials or immediate relatives thereof.

If a Proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the District reserves the right to terminate or cancel any Agreement that it may have been entered into with the Proponent.

**Completion and submission of the Disclosure of Interest form is a mandatory part of the RFP.
Sign and return the form with the Proposal even if there is nothing to disclose.**

If additional space is required, please add an attachment to this form.

Nature of Business Activity/Interest	With Whom?	Dates of Relationship	Completed or Ongoing?	Dollar Value of Interaction

Authorized Signature _____

Date _____

Print Name _____

Print Title _____

END OF SCHEDULE E—DISCLOSURE OF INTEREST