

## **REQUEST FOR QUOTES**

## Sooke Fire Rescue Service - Station 1

Millwork

Quotations are to be submitted to Reception prior to:

3:00 PM Pacific Time on July 29, 2022 to the attention of:

Laura Hooper, Manager of Parks, Environmental Services & Facilities District of Sooke 2205 Otter Point Road Sooke BC, V9Z 1J2 Ihooper@sooke.ca

## Submission Details

- One (1) copy of the responses are to be in sealed envelopes or packages marked with the Respondent's Name and marked "Station 1 – Millwork" or emailed to <u>parks@sooke.ca</u>.
- b. The District reserves the right to cancel this Request for Quote for any reason without any liability to any proponent or to waive irregularities at their own discretion.
- c. The District reserves the right to reject any or all quotes and to accept the quotation deemed most favorable to the interests of the District.
- d. The District will not entertain any claims for costs related to the preparation and/or presentation of the quotes.
- e. The District is NOT contractually bound to any matters until such time as the District has negotiated a separate contract that is totally independent of the RFQ process.



## \*QUOTES WILL NOT BE OPENED IN PUBLIC\*

 2205 Otter Point Road, Sooke, British Columbia, Canada V9Z 1J2

 Phone: (250) 642-1634
 Fax: (250) 642-0541

# 1. Scope of Work

The District of Sooke is seeking quotes for the supply and installation of millwork (desks and cabinetry) for the administration offices of the Sooke Fire Rescue Service. The District is conducting a complete renovation of the 355 sq m space including updating the electrical and HVAC distribution, new plumbing and sprinkler systems, life-safety systems (exit signage, emergency lighting), wall and ceiling systems and flooring. The project began in March 2022 and is expected to be complete in September 2022.

The District requests that quotations be provided for the supply and installation of desks and cabinetry. Based on a review of responses to this RFQ, the District of Sooke intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in this RFQ.

# 2. Resources

**Schedule A** provides the millwork/furniture layout drawing set developed by Iredale Architecture. **Schedule B** is the quotation form which must be submitted by the Closing Date.

# 3. Instructions to Proponents

Only complete submissions will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions before the Closing Date.

Should the proponent consider additional services and materials appropriate, it should be recommended in their quotation. The Proponent is to cost these additional items separately.

Proponents should submit one (1) original hard copy of Schedule B in a sealed envelope, of their Quotation or email the appropriate documents to <u>parks@sooke.ca</u>.

The Quotation shall include a copy of Schedule B signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFQ.

## 4. Site Inspection

Site inspections are available by appointment at Sooke Fire Rescue Service located at 2225 Otter Point Road, Sooke. Please contact Steve Roux <a href="mailto:sroux@sooke.ca">sroux@sooke.ca</a> to schedule a site visit accompanied by a District Representative.

It is the Proponent's responsibility to view the site to determine the existing conditions, dimensions, and limitations. The Proponent will rely upon his/her own judgment in submitting a Quotation and will include in the Proposal a solution to cover all items required for the types of work specified. The Proponent will be responsible to investigate the project requirements and complete the work to the satisfaction of the District of Sooke. In submitting a Quotation, the Proponent confirms they have viewed the work site.

No additional payments or time extensions shall be claimable or due because of difficulties

relating to conditions at the site which were reasonably foreseeable by the contractor qualified to undertake the work.

# **5.** Communications and Enquiries

All enquiries regarding this RFQ are to be directed in writing or by email, to the following person prior to the specified closing date/time. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Steve Roux Email: <u>sroux@sooke.ca</u> Telephone: 250-580-1182

#### a. Addenda

The District will post an electronic copy of the written addendum on the District of Sooke's website at <u>http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/</u>, and on BC Bid if the District determines that an amendment is required to this RFQ. Each addendum will be incorporated into and become part of the RFQ. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum issued by the District.

## b. Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFQ, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Quotation with respect to any and all facts which may influence the Quotation.

## c. Error in Quotation

No quotation shall be altered, amended, or withdrawn **AFTER** the closing date and time of the RFQ. Negligence on the part of the Proponent in preparing the Quotation confers no right for withdrawal of the Quotation after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFQ, the information contained in the RFQ is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFQ is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFQ.

## d. Withdrawal of Quotations

The Proponent may withdraw their Quotation at any time **PRIOR TO** the Quotation Closing Time by submitting a written withdrawal letter to the District's Development Services Department and the Quotation will be returned.

## e. Ownership of Quotations

All Quotations, including attachments and any documentation, submitted to and accepted

by the District in response to this RFQ become the property of the District.

## f. Opening of Quotations

Quotations will **NOT** be opened in public.

# 6. Fees

The fee schedule for the work is to be submitted along with the work program. The rates and total fees for each consultant must be identified in the fee schedule.

Any anticipated expenses are to be identified in the quotation. The fee proposed will be considered the maximum upset fee by the District, and any expenditures beyond that amount will require approval by the District and will only be considered for increases in the scope of work proposed by or agreed to in advance by the District.

# 7. Payment

Payment for the work will be made upon completion of the project, satisfactory to the District.

# 8. Evaluation and Selection Criteria

The Request for Quotation is used to select a Proponent, who will have demonstrated a capability to commence and complete the work described within the time frame specified and according to the following criteria, provided that this list is not exhaustive, or set out in any particular order of priority.

Quotations shall be evaluated to determine the best value offered to the District using the following criteria:

- The Respondent must have or be able to have, prior to commencement of the project, a valid and current District of Sooke Business License.
- The Respondent's business and technical reputation and capabilities and the experience of its personnel.
- The Respondent's strategy to deliver the Project on or ahead of schedule, and experience and reputation in delivering similar projects on or ahead of schedule.
- Methodology and approach (understanding of service objectives and outcomes).
- Resources and pricing structure (staff, equipment).
- The Respondent's financial capability to undertake the Project.
- Quotation is clear and logical and shows value for money to the District and demonstrates capabilities that make his/her services uniquely qualified to provide the requested services including any innovative approaches successfully used with other clients.

# 9. Negotiation

By submitting a Quotation, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Quotation and attempt to conclude a contract with it, and so on until a contract is concluded.

# **10.** General Terms and Conditions

## a. Right of the District to Cancel the RFQ Process

The District is not bound to select a preferred Proponent or accept any Quotation and reserves the right in its sole discretion to postpone or cancel this RFQ at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFQ process.

## b. Acceptance and Rejection of Quotations

This RFQ does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:

- i. Accept a Quotation which is not the lowest overall price;
- ii. Reject any and all Quotations, including without limitation the lowest priced Quotation, even if the lowest priced Quotation conforms in all aspects with the RFQ;
- iii. Reject any Quotation at any time prior to execution of an Agreement;
- iv. Assess the ability of the Proponent to perform the contract and may reject any Quotation where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- v. Amend or revise the RFQ by Addenda up to the specified closing date and time;
- vi. Reduce the Scope of Services required within the RFQ and negotiate the price to reflect such change after award of an Agreement; and
- vii. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Quotation is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFQ.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Quotation, request a Proponent

to correct a minor or inconsequential irregularity with no change in the Quotation.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

#### c. No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations, or discussions with the District or its representatives and consultants, relating to or arising from this RFQ. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Quotation, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ. Proponents agree that by participating in the RFQ process, and or submitting a Quotation, they have no claim for compensation.

#### d. No Contract

By submitting a Quotation and participating in the process as outlined in this RFQ, Proponents expressly agree that no contract of any kind, if formed under, or arises from this RFQ, exists prior to the signing of a formal written Contract.

#### e. Conflict of Interest

Proponents shall disclose in their Quotations any actual or potential Conflict of Interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

## f. Business License

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.

## g. Solicitation of Council Members and District Staff

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFQ, other than the District Representative named in this document or authorized by Development Services, at any time.

## h. Confidentiality and Freedom of Information

The District will retain all Quotations and they will not be returned to the Proponent except for any unopened Financial Quotations. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All the information contained within the RFQ, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFQ preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

## i. Purchase Order Agreement

A purchase order will be provided by the District of Sooke and the successful proponent.

## j. Sub-Consulting

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Quotation. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Quotation.

Sub-consulting to any firm or individual who's current or past corporate or other interests may, in the District's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Quotation.

Where applicable, the names of approved Sub-Consultants listed in the Quotation will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Director of Development Services.

## k. Time is of the Essence

Time is of the essence for the Contract, if awarded.

## I. Governing Law

This agreement shall be governed by the laws of the Province of British Columbia.

#### m. Local Preference

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent's proposed sub-consultants, if applicable.

## n. Litigation Clause

The District may, in its absolute discretion, reject a Quotation submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the District, its elected or appointed officers and employees in relation to:

- i. Any other contract for works or services; or
- ii. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act, Community Charter* or another enactment,

within five years of the date of this Request for Quotation.

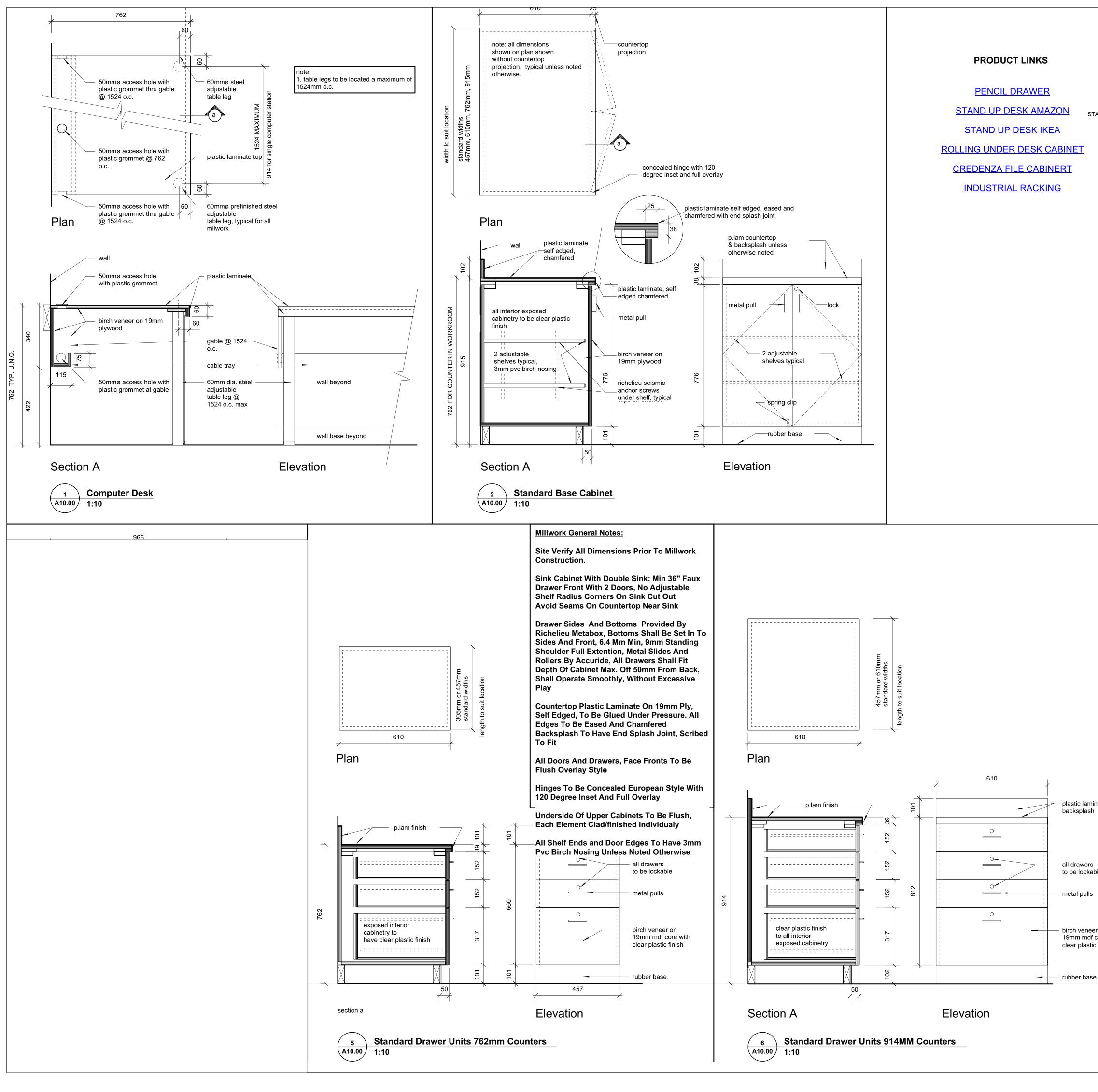
In determining whether to reject a Quotation under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

## **11.** Closing Date for Quotations

The closing date for quotations will be **3:00 p.m. local time, July 29, 2022.** All quotations must be clearly marked with the name and address of the proponent and the 'Request for Quotation' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late quotations will not be accepted and will be returned to the proponent unopened.

Schedule A

# Millwork - Furniture Layout



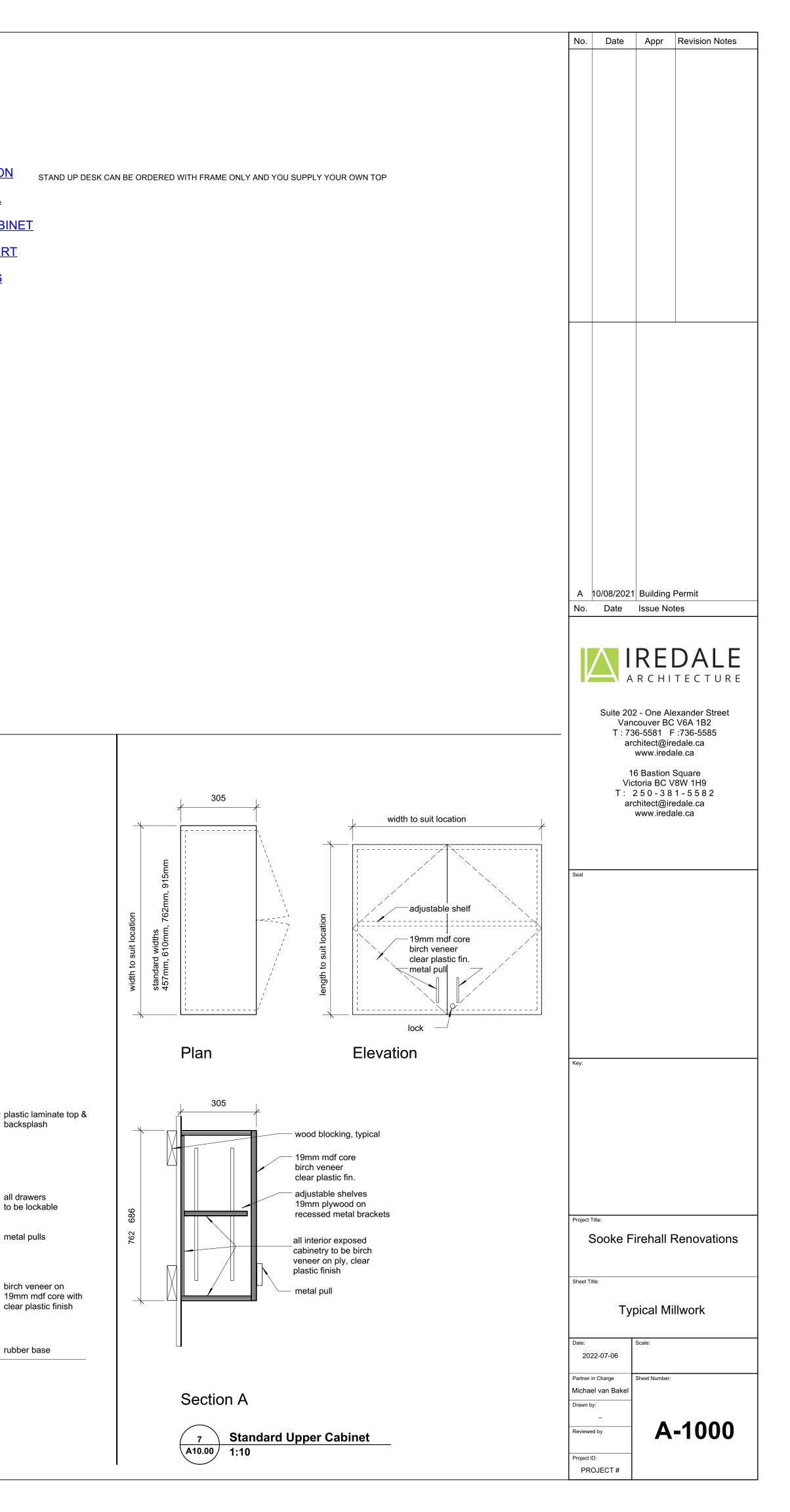
STAND UP DESK AMAZON STAND UP DESK IKEA **ROLLING UNDER DESK CABINET** CREDENZA FILE CABINERT **INDUSTRIAL RACKING** 

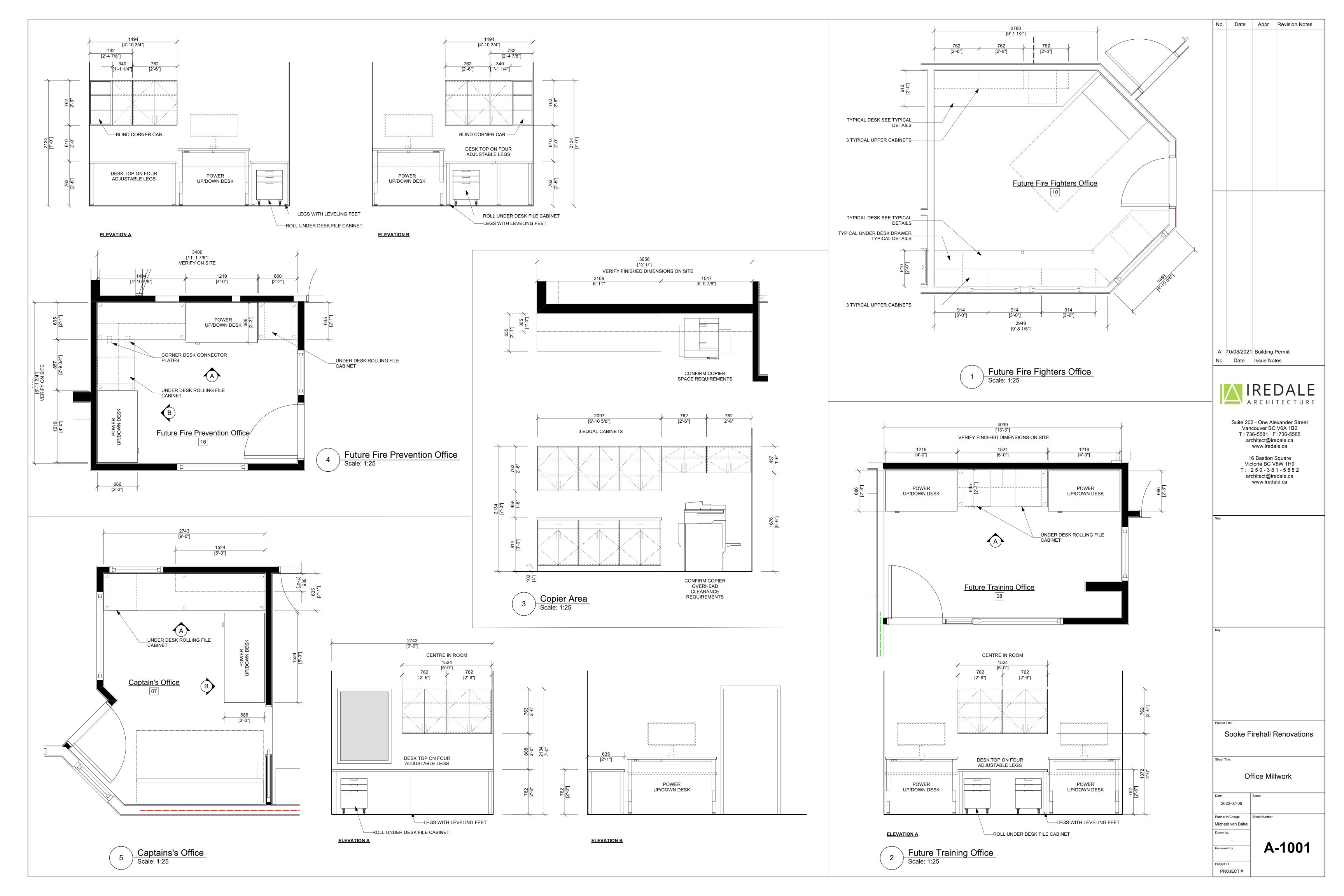
backsplash

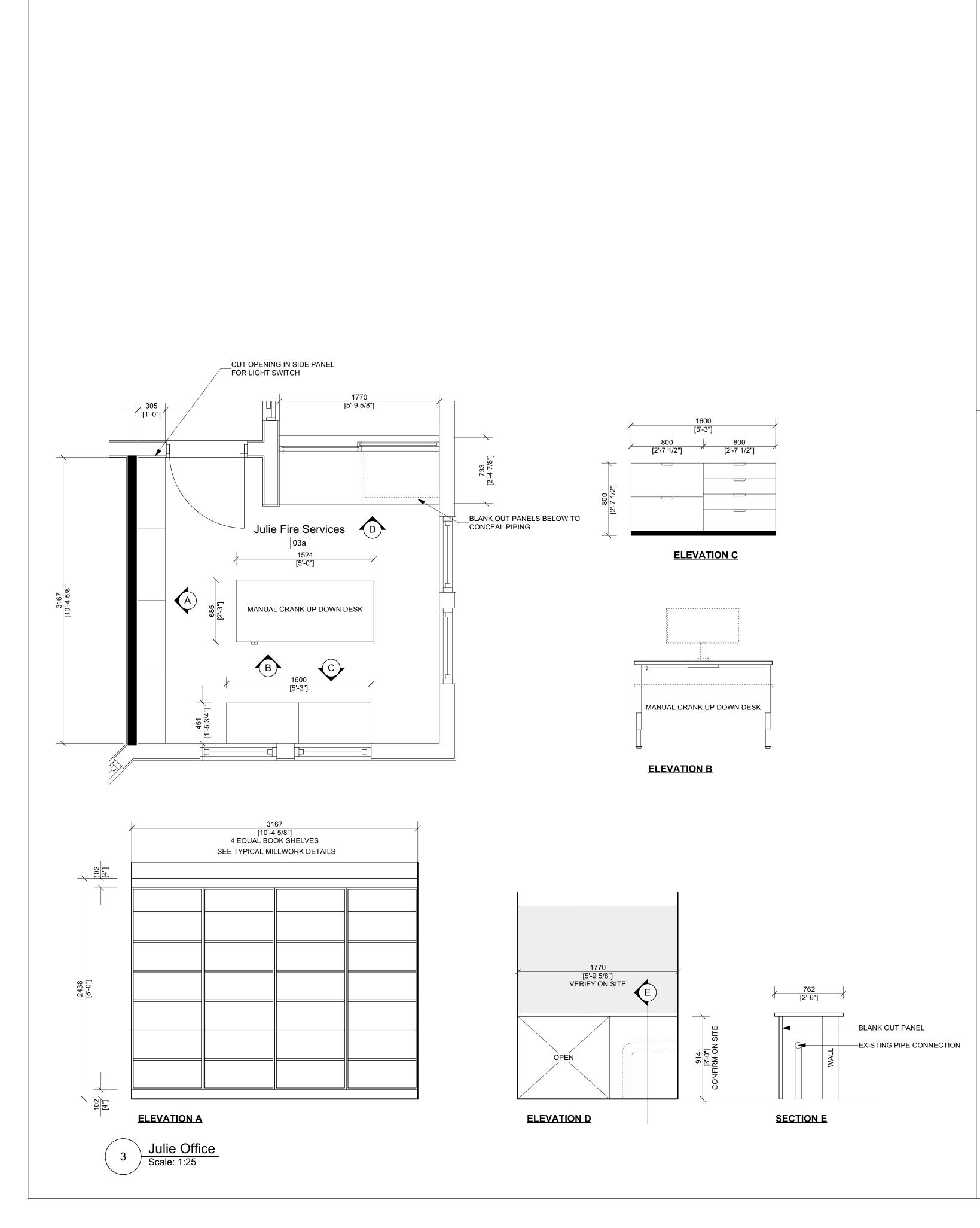
all drawers

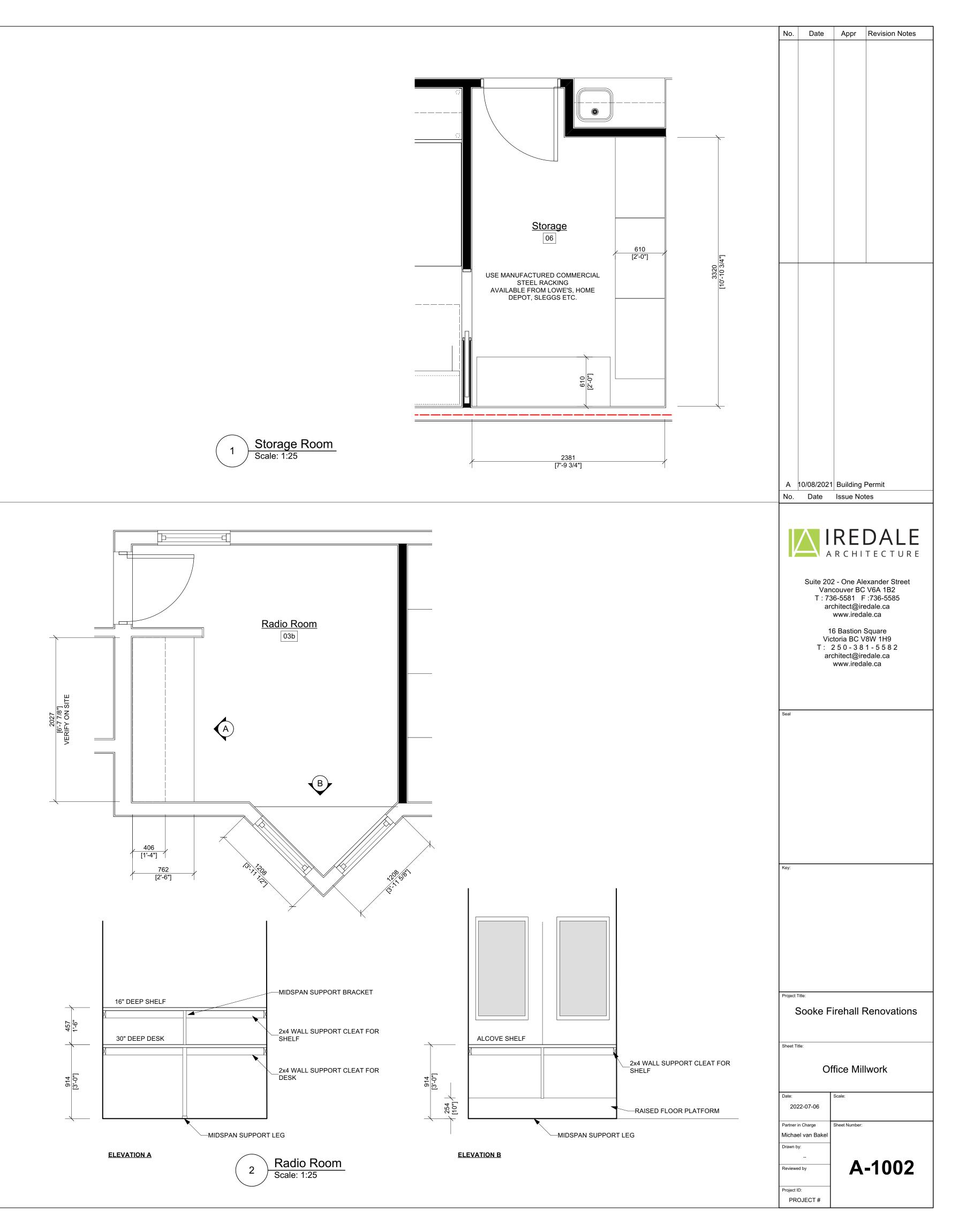
metal pulls

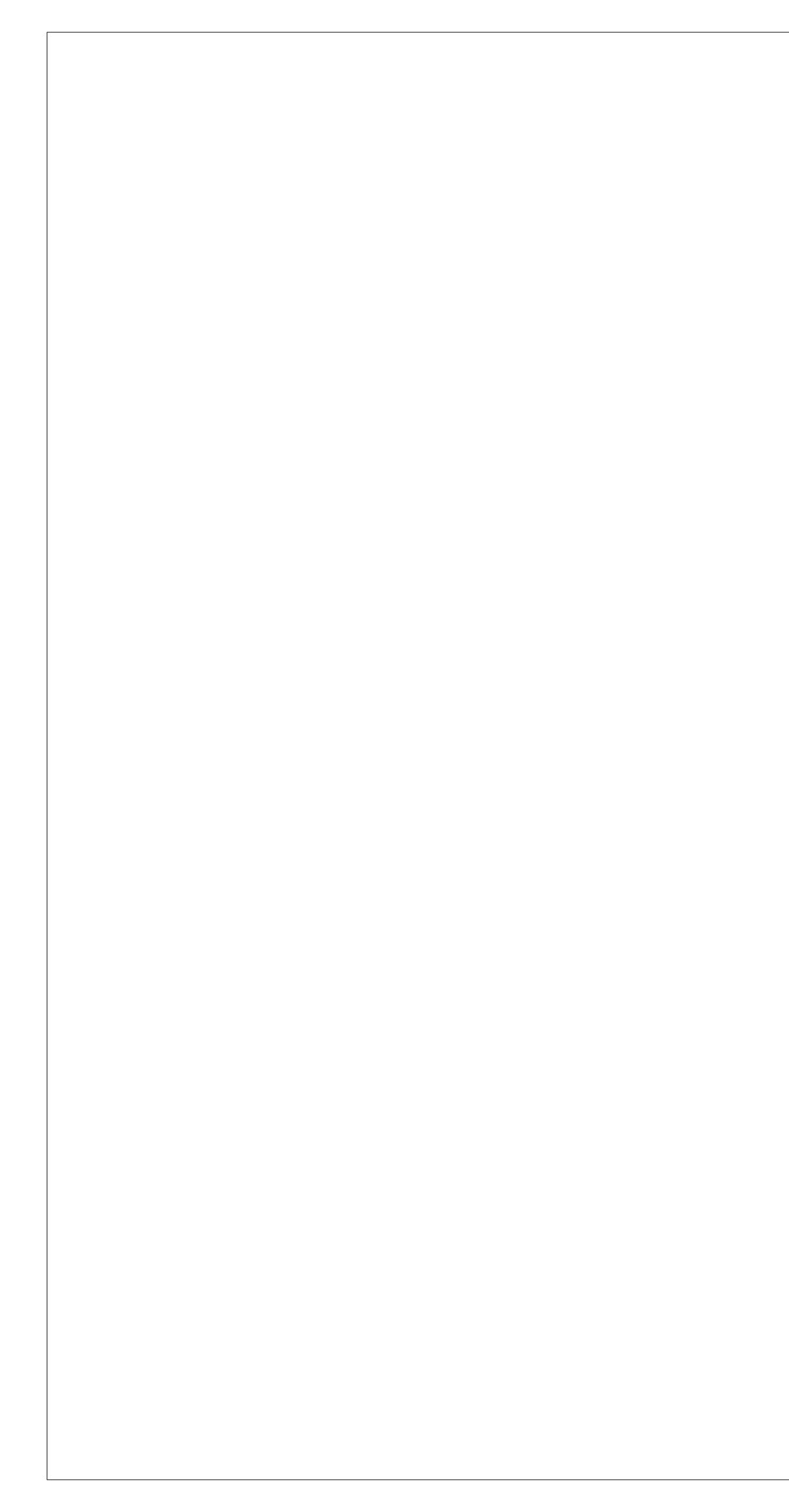
to be lockable

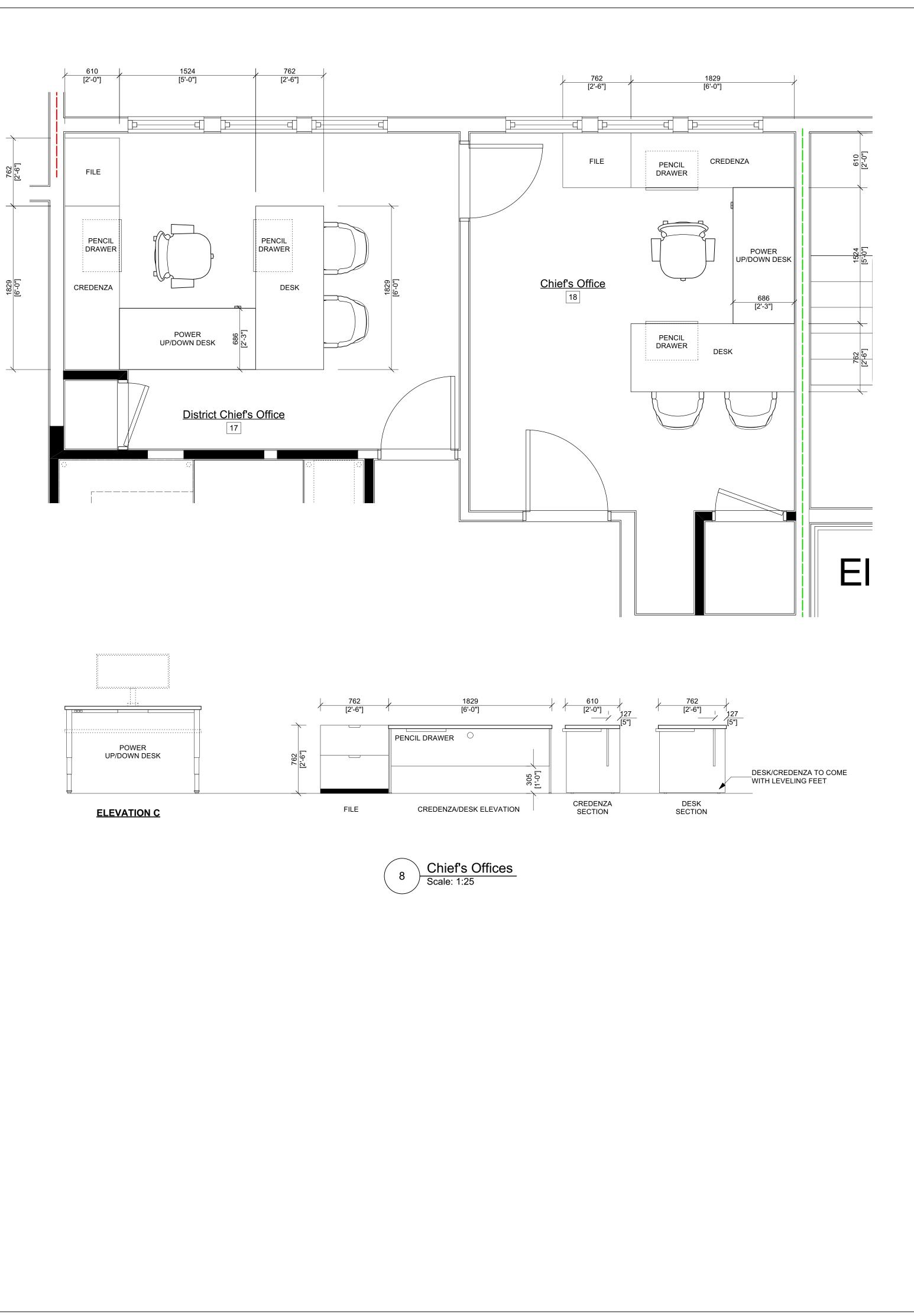


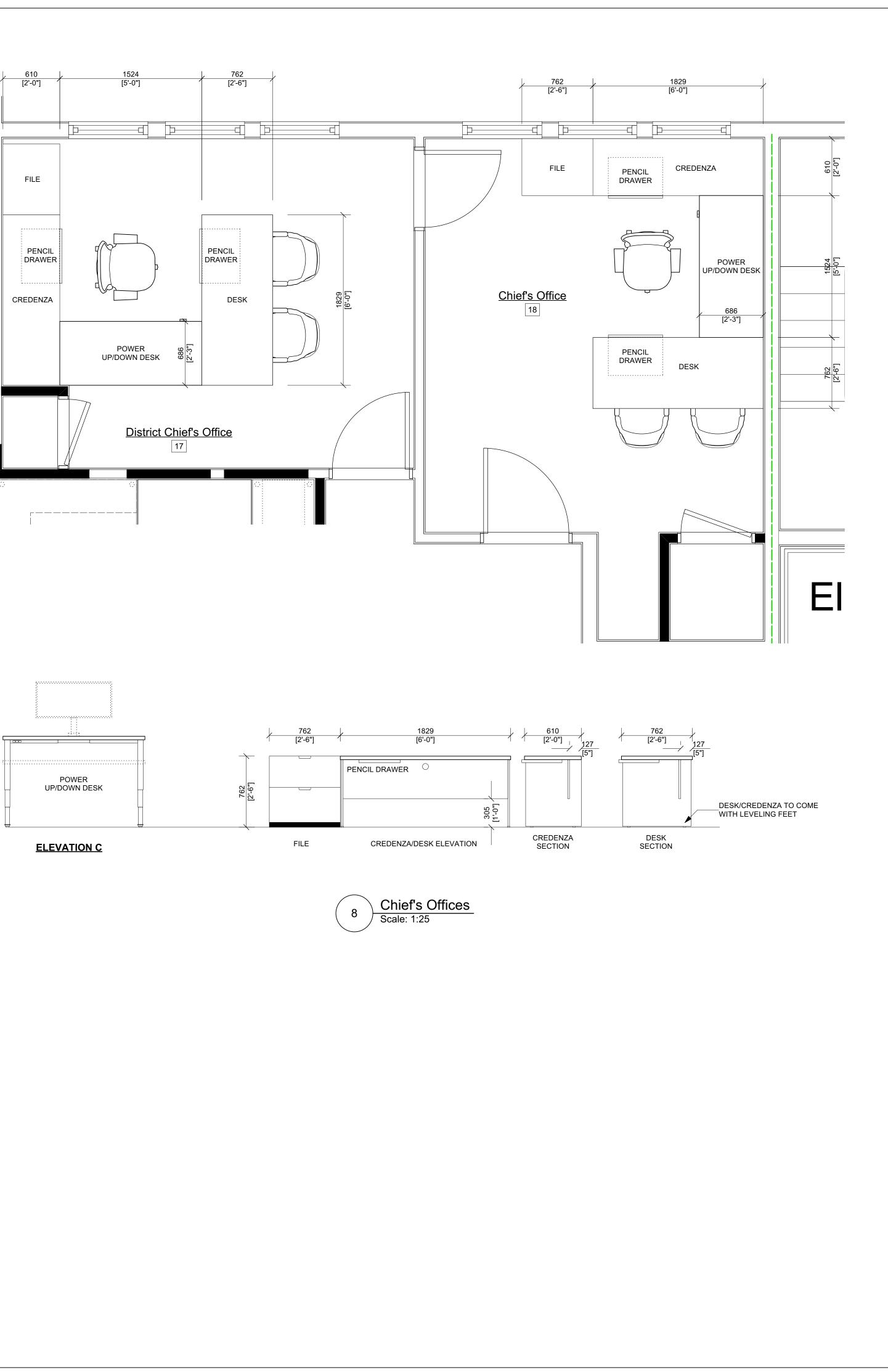














No.	Date	Appr	Revision Notes	
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architect@iredale.ca www.iredale.ca				
16 Bastion Square				
Victoria BC V8W 1H9 T: 250-381-5582				
architect@iredale.ca www.iredale.ca				
Seal				
Key:				
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# District of Sooke Request for Quotations Sooke Fire Rescue Service - Station 1 - Millwork

## Schedule B: Quotation Form

#### **Quotation Submission:**

Project:	Sooke Fire Rescue Service - Station 1 - Millwork			
Project No.:	RFQ 2022-002			
Date:				
Submitted by:				
-	(Name of Company)			
-	(Address)			
Email:	Telephone: ( )			
Name of Bidder:				
Signature:				

#### **Contract Price:**

Having examined all matters referred to in the scope of work and Schedule A, we, the undersigned, hereby offer to enter a Contract to supply and installation of millowrk for the administration offices of the Sooke Fire Rescue Service for the price of:

	Price (excluding GST and PST)
LUMP SUM	

Rates are in Canadian funds which include the supply of all the products, all labour and materials, supervision, services, construction machinery and equipment, overhead and profit, and represent the entire cost to the Owner for the completion of the Work. All applicable

Federal and Provincial taxes and duties *excluding* Goods and Services Tax (GST) are included in the Rate.

We agree that if the District orders us in writing to perform extra work which is not reasonably inferable from the specifications as being part of the Work, we will perform the same and shall be paid therefore in accordance with the terms of the General Conditions applicable to Changes and Extra Work. We agree that the District may delete from the Contract a portion or portions of

## District of Sooke Request for Quotations Sooke Fire Rescue Service - Station 1 - Millwork

the Work provided such deletion is not for the purpose of allowing someone else to perform the deleted portion during the Contract Time.

#### **Proposed Delivery Schedule:**

The project will ideally be complete by September 30, 2022. Please confirm ability to deliver services if awarded contract on July 29 2022: \_\_\_\_\_

#### **Business License:**

Our District of Sooke (or Intermunicipal) Business License Number:

#### Notification:

If notified in writing by the District of acceptance of this Quotation within the specified acceptance period after the Quotation closing date, we shall:

- a. Supply our District of Sooke Business License Number or approved equivalent; and
- b. Enter into and execute a General Services Agreement for the Work.

Guarantees & Warranty:

State all guarantees and warranties being offered.

## District of Sooke Request for Quotations Sooke Fire Rescue Service - Station 1 - Millwork

#### Authorization:

A person authorized to sign on behalf of the Contractor; to agree to all statements made in response to this Request for Quotation should complete and sign this section.

The enclosed Offer is submitted in response to the above-referenced Request for Quotation, with the acknowledgement and receipt of addenda \_\_\_\_\_\_ through \_\_\_\_\_\_. Through submission of this Offer we agree to all the terms and conditions set out in the RFQ and have agreed that any inconsistent provisions in our Submission will be as if not written and do not exist. We have carefully read and examined the Request for Quotation, and we agree to holding the stated pricing for the period of indicated in the Quotation Form.

We agree to hold this offer open for acceptance by the District of Sooke for \_\_\_\_\_ days.

Signature:	Legal Name of Contractor:
Printed (Full) Name:	Address:
Title:	
Date:	
E-mail:	
Contact Phone Number(s):	