



**COWICHAN VALLEY REGIONAL DISTRICT**

**REQUEST FOR QUOTATIONS**

**NO. CS-KPR-004-17**

**Kerry Park Recreation Centre  
Flooring Replacement  
Denis McLean Room, Lounge, Hallway and Office Space**

Quotations will be received on or before 2:00 P.M. local time  
**Tuesday, October 31, 2017**

COWICHAN VALLEY REGIONAL DISTRICT  
175 INGRAM STREET  
DUNCAN BC V9L 1N8  
[www.cvrld.bc.ca](http://www.cvrld.bc.ca)

# INTRODUCTION

## Invitation

This Request for Quotations ("the RFQ") issued by The Cowichan Valley Regional District ("the CVRD") is an invitation to submit non-binding offers for the provision of **Kerry Park Recreation Flooring Replacement** as further described in Appendix A for the Rates established in Appendix B.

There will be a non-mandatory site meeting on Tuesday October 17, 2017, starting at 10:00 am at Kerry Park Recreation Centre at 1035 Shawnigan-Mill Bay Rd., Mill Bay, BC V0R 2P0. Respondents are to meet at the front doors of the arena.

## Submission Instructions

Quotations must be sent by email to the RFQ Contact at the email address set out below or delivered to the following address:

Cowichan Valley Regional District  
175 Ingram Street  
DUNCAN, BC V9L 1N8

Attention: Anthony Jeffery, Procurement Officer  
Email: [purchasing@cprd.bc.ca](mailto:purchasing@cprd.bc.ca)

The complete quotation must be received in the inbox of the RFQ Contact's email address or delivered to the above address by the Submission Deadline. Quotations received after the Submission Deadline will not be considered.

It is the intention of the CVRD to enter into a contract with one (1) legal entity.

## RFQ Timetable

Event	Date
Release of RFQ	October 4, 2017
Site Meeting	October 17, 2017 @10:00 a.m.
Deadline for Questions	October 20, 2017 @ 4:00 p.m.
Deadline for Issuing Addenda	October 25, 2017
Submission Deadline	No Later Than 02:00 p.m. Local Time on October 31, 2017
Anticipated Award Date	November 7, 2017

The RFQ timetable is tentative only, and may be changed by the CVRD at any time prior to the Submission Deadline.

## Evaluations of Quotations

The CVRD will conduct the evaluation of quotations in the following two stages:

### Stage I – Mandatory Requirements

The mandatory requirements for this RFQ are each quotation **must include** a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent. Subject to the Terms of Reference and Governing Law (Appendix C), those quotations that do not satisfy the mandatory requirements as of the Submission Deadline will be disqualified and will not be evaluated further.

## Stage II – Rated Criteria

Stage II will consist of a scoring of quotations based on the following rated criteria:

Criteria Category	Points
D.1 Qualifications & Experience	30
D.2 References	20
D.3 Fee Proposal	50
Total Points	100

In addition to submitting the Submission Form, respondents should include the following information:

### D.1 Experience and Qualifications – Total Points = 30 Points

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the goods and services the respondent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) a description of how the proponent will provide the Deliverables, which should include a work plan, work schedule and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the CVRD.

### D.2 References – Total Points = 20 Points

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFQ from the proponent in the last three years.

### D.3 Pricing – Total Points = 50 Points

Pricing will be scored based on a relative pricing formula. Each respondent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula:

$$\text{lowest price} \div \text{respondent's price} \times \text{total available points} = \text{respondent's score}$$

### Selection of Top-Ranked Respondent

Subject to the Terms of Reference and Governing Law (Appendix C), the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things; result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

## **APPENDIX A – RFQ PARTICULARS**

### **The Deliverables**

The CVRD is requesting quotes to remove and dispose of the existing facility flooring and to supply and install new flooring and baseboards in selected areas. The measurements provided below are approximate and are for information only. It is recommended that bidders attend the site meeting.

It is anticipated that the term for the work will be December 1, 2017 to December 30, 2017, and the successful proponent will work with facility staff to minimize impact on operations, facility rentals and events. The project is to be completed on or before December 30, 2017. It is expected that installations will take place around room rentals and events and there will be need for weekend and/or evening installs.

The CVRD is responsible for removing and reinstalling the furniture and equipment located in the areas where the new flooring will be installed. The CVRD and successful proponent will coordinate on the work schedule to allow the CVRD sufficient time to remove these items from the work area.

Respondents are to provide suggested work schedules between the above mentioned construction period dates, taking into account the owner prefers a schedule that will have the work done as quickly as possible with the least amount of disruption on the facility operations. The owner will work with the successful respondent to finalize the work schedules at Kerry Park Recreation Centre.

The work includes the following:

#### **Project 1**

Denis McLean Room, approximately 1600 sq. ft. see attached sketch. Includes removal and disposal of existing laminate flooring and any underlay and baseboard. At minimum, a skim coat of flooring surface to prep for new flooring. Supply and install new flooring and baseboards as per specification below. Baseboard is to be secured to walls by nails or staples and painted with two coats. Nail and staple holes, and joints are to be caulked before the final paint coat. Supply and install any required transitions/thresholds. The exact timing of the install will be coordinated with CVRD staff.

#### **Project 2**

Lounge and East stairs to curling ice level and change room area approximately 2200 sq. ft. see attached sketch. Includes removal and disposal of existing laminate and carpet flooring, any underlay and baseboard. This area also has a plywood layer that will need to be removed. At minimum, a skim coat of flooring surface to prep for new flooring. Supply and install of new flooring, stair treads and baseboards as per specification below. Baseboard is to be secured to walls by nails or staples and painted with two coats. Nail and staple holes, and joints are to be caulked before the final paint coat. Supply and install any required transitions/thresholds. The exact timing of the install will be coordinated with CVRD staff.

#### **Project 3**

Hallway and North end stairs to curling ice level approximately 800 sq. ft. see attached sketch. Includes removal and disposal of existing carpet flooring, any underlay and baseboard. At minimum, a skim coat of flooring surface to prep for new flooring. Supply and install of new flooring, stair treads and baseboards as per specification below. Baseboard is to be secured to walls by nails or staples and painted with two coats. Nail and staple holes, and joints are to be caulked before the final paint coat. Supply and install any required transitions/thresholds. Rejuvenation of grouting at entrance tile area. The exact timing of the install will be coordinated with CVRD staff.

#### **Project 4**

Office area to include front, rear and upper office areas. Approximately 1100 sq. ft. see attached sketch. Includes removal and disposal of existing carpet flooring, any underlay and baseboard. At minimum, a skim coat of flooring surface to prep for new flooring. Supply and install of new flooring, stair treads and baseboards as per specification below. Baseboard is to be secured to walls by nails or staples and painted with two coats. Nail and staple holes, and joints are to be caulked before the final paint coat.

Supply and install any required transitions/thresholds. As this area is highly utilized it is anticipated that all work in this area will have to take place after hours and/or weekends, and be completed in phases. The exact timing of the install will be coordinated with CVRD staff.

#### **Product Specifications for Projects 1 to 4.**

- **Flooring Specification:** Commercial vinyl plank flooring min 3.2 mm overall thickness with .5 mm wear layer. Preferred colour is wood grey, but earthy tones may be accepted.
- **Stair Treads Specification: (projects 2, 3 and 4):** Commercial grade high quality anti-slip rubber stair treads. Preferred colour is grey with a contrasting colour on stair nose, but beige tone may be accepted.
- **Baseboard Specification:** square stock  $\frac{3}{4}$ " X 4  $\frac{1}{2}$ " wood (not MDF or pressboard). Baseboard paint is latex SICO brand, amazing white colour with semi-gloss finish.

For the above Projects 1 to 4 the CVRD would like the opportunity for the flooring to include possible patterns and possible different borders. Bidders should consider this when providing their submissions.

#### **Material Disclosures**

Contract award of this RFQ is subject to approval of the CVRD Regional Board and funding being available for the Kerry Park Recreation Flooring Replacement project. After acceptance by the CVRD, a written acceptance will be issued to the successful proponent.

Please be aware that this site may be shared by more than one contractor. The successful respondent will not have exclusive use of the site.

The successful proponent will be required to produce a certificate of insurance \$5,000,000 liability insurance, and adding the Cowichan Valley Regional District as additional insured.

The successful proponent will be required to provide a WorkSafeBC Clearance letter.

The successful proponent will be considered as the Prime Contractor for the Flooring Replacement work on this project.

The successful proponent shall commence work on site no later than three (3) working days after the Owner's instruction to proceed.

## APPENDIX B – SUBMISSION FORM

### Respondent Information

Please fill out the following form and name one person, to be the contact for this RFQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any other relevant name under which the respondent carries on business is:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
RFQ Contact Person and Title:	
RFQ Contact Phone:	
RFQ Contact Facsimile:	
RFQ Contact E-mail:	

### Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created until the CVRD accepts the respondent's offer in writing.

### Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the pricing set out below.

### Addenda

The respondent is deemed to have read and accepted all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:  
\_\_\_\_\_. Respondents who fail to complete this section will be deemed to have received all posted addenda.

### Conflict of Interest

"**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its quotation that is confidential and not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial

exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will have deemed to declare that: (1) there was no Conflict of Interest in preparing its quotation; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must state on a separate sheet details of the actual or potential Conflict of Interest.

### Non-Binding Pricing

Respondents should provide pricing (in Canadian dollars) for the Deliverables described hereunder:

Removal and replacement of flooring as noted in Projects 1 to 4 in Appendix A at Kerry Park Recreation Centre, 1035 Shawnigan Mill Bay Road, Mill Bay BC V0R 2P0.

Total Price shall include all labour, equipment, permits, fees, and materials required to complete the proposed work and all applicable taxes.

	Unit Price per sq. foot	Total Price
<b>Project 1</b>		
Remove & Dispose of existing Flooring		
Supply & Install new Flooring		
<b>Project 2</b>		
Remove & Dispose of existing Flooring		
Supply & Install new Flooring		
<b>Project 3</b>		
Remove & Dispose of existing Flooring		
Supply & Install new Flooring		
<b>Project 4</b>		
Remove & Dispose of existing Flooring		
Supply & Install new Flooring		
<b>Price inclusive of all applicable taxes excluding GST</b>		
<b>GST</b>		
<b>Total Price</b>		
<b>Labour cost per hour (for removal and install work) excluding GST</b>		

Signature of Witness: \_\_\_\_\_

Signature of Respondent Representative \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Name and Title of Respondent \_\_\_\_\_

Date of Signature(s): \_\_\_\_\_

I have authority to bind the Respondent.

## APPENDIX C - TERMS OF REFERENCE AND GOVERNING LAW

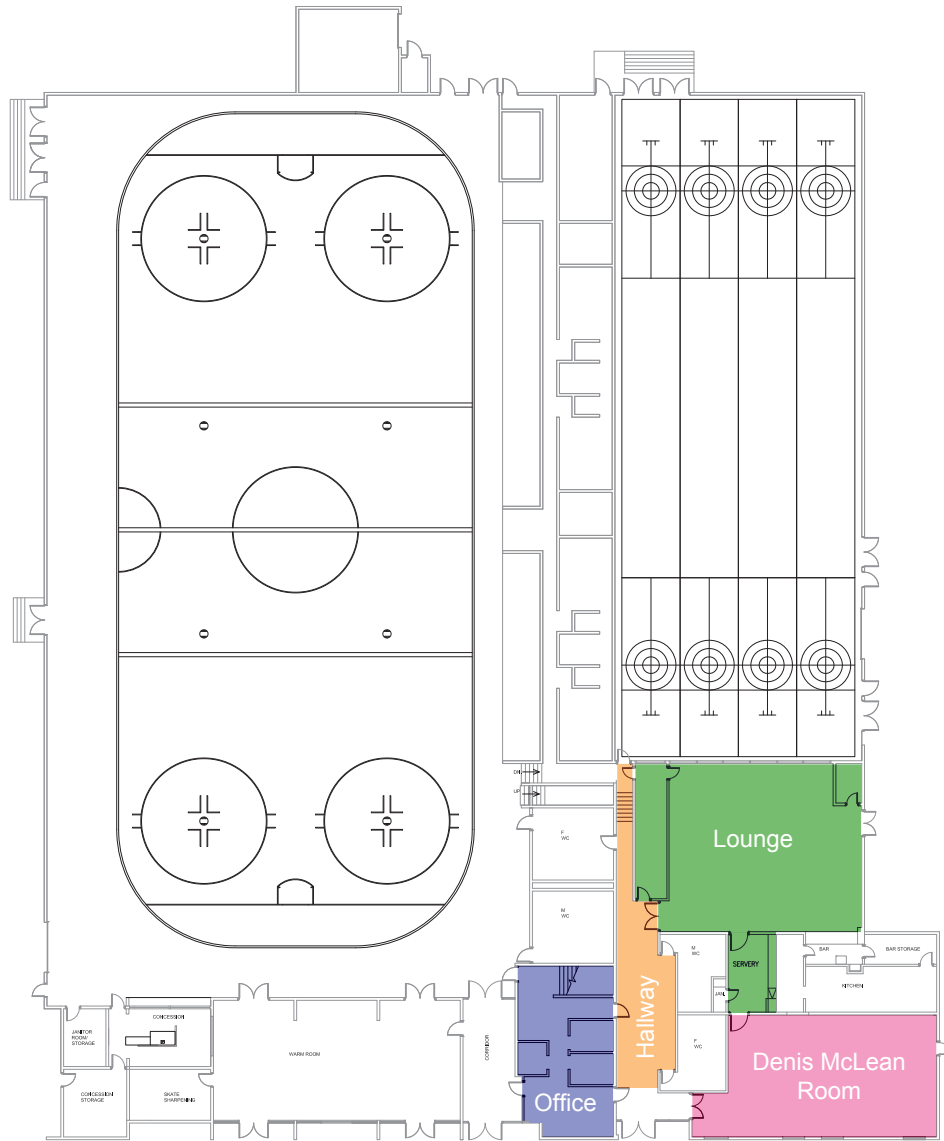
In responding to this RFQ, each respondent must submit a completed and signed Submission Form (Appendix B) that, among other things, acknowledges its acceptance of the following RFQ Terms of Reference and Governing Law:

- (a) This RFQ process is not intended to create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.
- (b) No legal obligation regarding the procurement of any good or service shall be created until the CVRD and the selected respondent have entered into a written contract for the Deliverables.
- (c) Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or a decision of the respondent to withdraw its quotation.
- (d) The CVRD may cancel this RFQ process at any time.
- (e) Procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFQ.
- (f) The respondent consents to the collection and use by the CVRD of the information as contemplated under this RFQ for the uses contemplated under this RFQ.
- (g) The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.
- (h) Respondents may direct questions or seek additional information in writing by e-mail to the RFQ Contact on or before the Deadline for Questions. The CVRD is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers unclear. The CVRD is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.
- (i) This RFQ may be amended only by addendum issued in accordance with this section. If the CVRD, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the CVRD. In the Submission Form (Appendix B), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.
- (j) When evaluating quotations, the CVRD may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, and the CVRD may revisit and re-evaluate the respondent's quotation or ranking on the basis of any such information.
- (k) The CVRD may consider the respondent's past performance on previous contracts or any other information considered relevant by the CVRD when determining the acceptability of a respondent.
- (l) The CVRD may disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the CVRD. "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

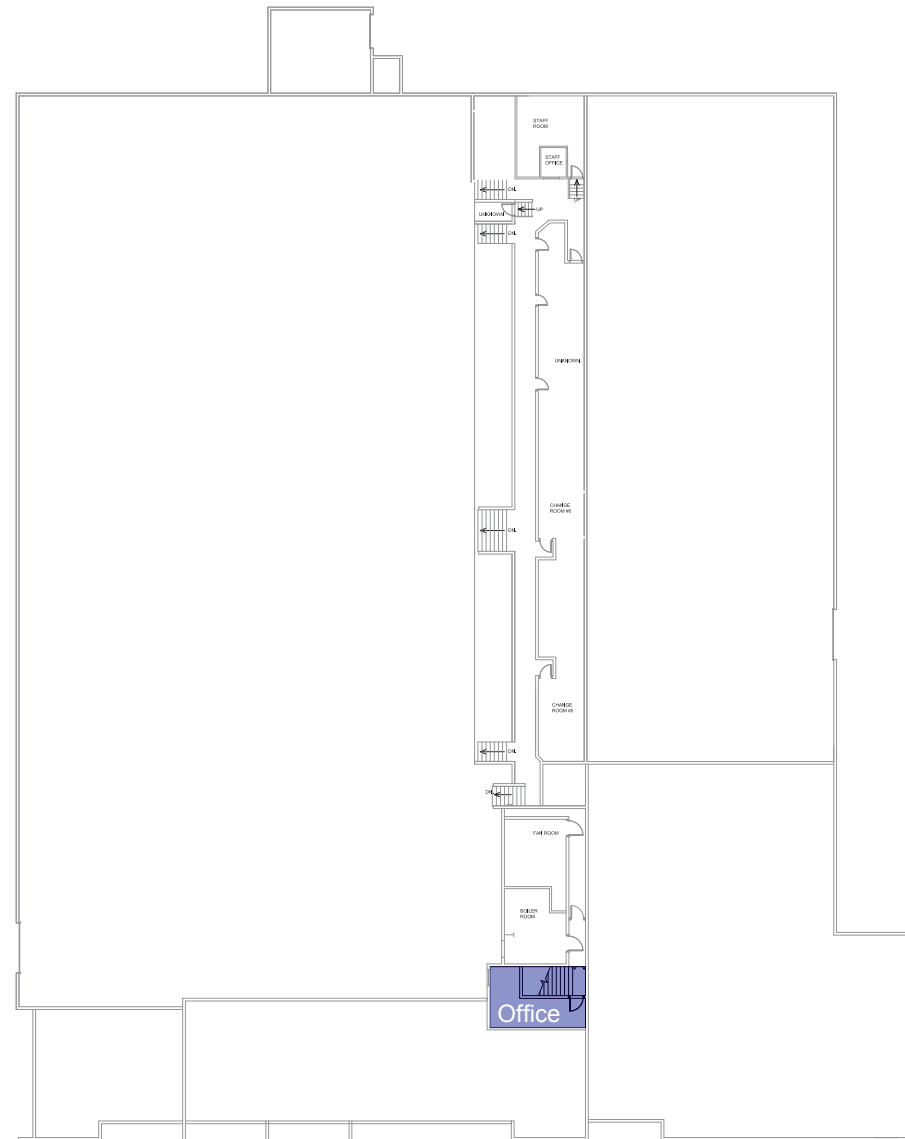


- (m) Respondents shall not engage in any illegal business practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Respondents shall not engage in any unethical conduct, including lobbying or other inappropriate communications; offering gifts to elected officials, employees, officers or other representatives of the CVRD; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.
- (n) The CVRD may elect not to consider a respondent who engages in conduct prohibited by this RFQ or whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information.
- (o) The CVRD may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct in a prior procurement process, including but not limited to (i) illegal and unethical conduct; (ii) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (iii) the refusal of the respondent to honour submitted pricing or other commitments, or (iv) any conduct, situation or circumstance determined by the CVRD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.
- (p) Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be made in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better submission in response to subsequent procurement opportunities. Any debriefing provided is not for providing an opportunity to challenge the procurement process or its outcome.
- (q) The CVRD makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The CVRD may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.
- (r) These terms (i) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); (ii) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and (iii) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

# Kerry Park Flooring Upgrade 2017



1 MAIN FLOOR PLAN  
SCALE: 1:200



2 UPPER FLOOR PLAN  
SCALE 1:200