



City of Courtenay

Request for Proposal

R21-01 Supply and Delivery of a Pre-Fabricated Washroom Structure

March 4, 2021

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SUMMARY OF KEY INFORMATION

RFP Reference	RFP R21-01 Supply and Delivery of a Pre-Fabricated Washroom Structure
Overview of the Opportunity	The City of Courtenay invites proposals from experienced and qualified pre-fabrication building supply vendors to supply and deliver (not install) one pre-fabricated public washroom building meeting or exceeding the specifications contained in this RFP.
Questions?	Questions are to be submitted in writing quoting the RFP number and name, send to email purchasing@courtenay.ca
Addenda	Proponents are to check the BC Bid and City websites for any updated information and addenda issued, before the Closing Date at the following websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids
Closing Date and Time	2:00 pm Pacific Standard Time Thursday, April 1, 2021
Instructions for Submission	Submissions are to be consolidated into one PDF file and sent electronically to purchasing@courtenay.ca <ol style="list-style-type: none"> 1. In the subject field enter: R21-01 Supply and Delivery of a Pre-Fabricated Washroom Structure 2. Phone 250-338-1766 Ext. 7629 should assistance be required
Participation	The guidelines for participation that will apply to this RFP are included in this RFP.
Obtaining RFP Documents	RFP documents are available for download from these websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids

1.0 INTENT

The City of Courtenay invites proposals from qualified pre-fabrication building supply vendors to supply and deliver (not install) one new pre-fabricated public washroom building.

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If a product other than that specified is offered, it is the Proponent's responsibility to provide information in its proposal that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications describe what is considered necessary to meet the performance requirements of the City and Proponent should consider this in its proposal or, if the Proponent cannot meet specifications, the Proponent may identify and offer an alternative which it believes to be an equal or better alternative.

Proponents shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFP is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFP documents directly. No registration, tracking or other recording of RFP documents will be performed by the City. All addenda, amendments or further information will be published on www.bcbid.gov.bc.ca and www.courtenay.ca. It is the sole responsibility of the Proponent to monitor the websites regularly to check for updates.

3.0 DEFINITIONS

"City" or "Owner" means the City of Courtenay;

"Contract" means the written agreement or purchase order resulting from this RFP awarded to and/or executed by the City and the successful Proponent;

"Contract Documents" means the Request for Proposal documents, that part of the Proposal which is accepted by the City, the purchase order and executed agreement, if any, an all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

"Council" means the City of Courtenay Council;

“must”, “mandatory”, “required”, “shall”, means a requirement that must be met in order for a Proposal to receive consideration;

“Proponent” means a party, a company or an individual that has obtained a copy of this Request for Proposal and submits, or intends to submit, a Proposal in response to this “Request for Proposal”;

“Proposal” means the documents of the Proponent delivered to the City offering to perform the work as required under this RFP;

“RFP” means Request for Proposal;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP;

4.0 CODES & REGULATIONS

The work shall be completed in compliance with:

- Canadian Electrical Code
- Access BC

5.0 SCOPE OF WORK

- 5.1 This project involves the supply and delivery of a pre-fabricated washroom structure to a City of Courtenay pre-designated location in the downtown core. This RFP does not include the washroom installation.
- 5.2 The City is looking for a durable pre-fabricated washroom structure. The washroom must be “Access BC” compliant and sized to allow access for a wheelchair and strollers.
- 5.3 Plans to include foundation and anchor requirements, water, sewer, drainage and electrical connections and other requirements must be included in the proposal. Confirm whether third-party engineering will be required.
- 5.4 Include information on the following features for the pre-fabricated washroom structure and state whether they are standard or optional:
 - a) a solar power system;
 - b) unisex toilet;
 - c) a hand wash station(s);
 - d) custom mounts for art or advertising;
 - e) a durable metal shell such as stainless steel for increased weather resistance;
 - f) an electric key strike for automatic opening and closing of the door;
 - g) graffiti proof coating;

- h) illuminated LED signage for after dark identification and occupancy;
- i) heater or plumbing heat trace system for freeze protection and year round use;
- j) energy efficient fixtures and lighting;
- k) sky-lighting to allow for natural light;
- l) ventilation methods and systems;
- m) paper towel, toilet paper and soap dispensers;
- n) easy to clean and maintain;
- o) grab bars for physically disabled or the elderly;
- p) baby change table;
- q) drinking fountain/bottle filling station;
- r) interior locking device for privacy;
- s) external wash basin;
- t) cold water only faucets.

6.0 QUALIFICATIONS

- 6.1 Demonstrated experience in supplying quality pre-fabricated stand-alone washroom structures. Include in your proposal testimonials from satisfied customers that have purchased and utilized your product.

7.0 SUBMISSION FORMAT

7.1 Title Page

Showing RFP title and number, closing date, company name of the Proponent, address, contact name, email address and phone number.

7.2 Company Profile

This section to include, but not limited to, the following:

- Legal business name and names of any national or international affiliations;
- Company's history;
- Number of staff employed;
- Other goods or services provided by your company;
- Current projects/contracts of similar scope;

7.3 Qualifications & Experience

Proponents shall have a minimum 3 years experience in providing goods and/or services of similar scope and nature. Include a detailed description of the experience of the Proponent and the proposed project team that will be assigned to this project, demonstrating their experience to undertake the work outlined in this RFP. Include a list of at least 3 relevant completed projects

with client references and telephone number/email contact information for each project. By submitting a Proposal the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organizations for the purposes of evaluating the Proposal.

7.4 **Replacement Parts, Maintenance & Warranty**

- Provide a detailed list of proposed equipment replacement parts.
- Provide preventative and general maintenance information.
- Provide warranty information including extended warranties.

7.6 **Pricing**

A detailed pricing schedule outlining each area of the RFP.

7.7 **Schedule**

Include a detailed schedule to supply the scope of work.

7.8 **Environmental & Social Initiatives**

Include any Environmental or Social Procurement initiatives being used. Examples include:

- Environmental
 - Reduction of paper, cardboard and plastic use
 - Vehicle non-idling policy
 - Recycle programs
 - Use of Green Energy
 - Measurement of Goals
- Social
 - Hires person with barriers to employment for on-call, casual or permanent paid employment
 - Utilizes new entrepreneurs/start-up businesses to support their business
 - Locally owned and operated business

7.9 **Schedule A – Form of Submission**

The Schedule A – Form of Submission must be submitted with the Proponent’s proposal. The Form of Submission must be signed by an authorized representative of the company.

8.0 INSTRUCTIONS TO PROPONENTS

8.1 An electronic submission of the proposal in .pdf format must be submitted to:

“purchasing@courtenay.ca” no later than **2:00pm PST, Thursday, April 1, 2021**, the RFP closing date. The email subject line shall read **“R21-01 Supply and Delivery of a Pre-Fabricated Washroom Structure”**.

It is the sole responsibility of the Proponent to ensure that their proposal is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All

proposals, including Form of Submission, must be signed by an authorized Proponent representative.

Submission of a proposal indicates acceptance by the Proponent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

- 8.2 Questions are to be submitted in writing up to 2 business days prior to the RFP Closing Date quoting the RFP name, number and contact person below, and sent to email purchasing@courtenay.ca.

Bernd Guderjahn
Manager of Purchasing, City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

- 8.3 Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a proposal and accept that proposal.

- 8.4 Bid Protest Mechanism

The Bid Protest Mechanism (BPM) is an administrative review process that provides proponents submitting bids with a process to avoid disputes and resolve complaints that a specific procurement by a City division was not conducted in compliance with the rules of an applicable trade agreement or the City's Purchasing Policy. Contact the City's Purchasing Division at 250-338-1525 for further information.

9.0 EVALUATION CRITERIA

9.1 General

- a) An evaluation committee made up of City staff will be reviewing proposal submissions. The City reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on best value and not necessarily the lowest cost.

9.2 Evaluation Criteria & Weighting

The City reserves the right to accept any or none of the proposals submitted and will evaluate proposal submissions based on "best value" using the following criteria:

Proposal Evaluation Criteria Description	Criteria Weight
Financial Cost to the City	35 points
References and Related Experience	15 points
Quality of Proposed Equipment, Refurbishing and Maintainability	25 points
Project Schedule	15 points
Sustainability – Social and Environmental Initiatives	10 points

10.0 GENERAL TERMS & CONDITIONS

10.1 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Proposals will not be opened in public.

10.2 No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFP process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the purchase of the product, service or project.
- b) The City reserves the right to accept or reject any and all proposals and to waive irregularities and informalities at its discretion.
- c) The City reserves the right to negotiate with any Proponent, or more than one Proponent. If the parties after having negotiated in good faith are unable to conclude a formal agreement, the City and the Proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the City may, at its discretion, contact the Proponent of the next best rated proposal and attempt to conclude an agreement with it, and so on until an agreement is reached.

The City may at its discretion:

- 1) Negotiate with a Proponent to award a contract for all or the majority portion of the Work;
 - 2) Cancel this RFP and issue a new RFP with a new scope of work, or;
 - 3) Cancel this RFP in its entirety.
- d) Further, a proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with federal, provincial and municipal legislation.
 - e) The City reserves the right to accept or reject a proposal where only one proposal is received.

- f) The City reserves the right to award the contract to other than the lowest cost Proponent.
- g) Award of any contract resulting from this RFP may be subject to City of Courtenay Council approval, and budget considerations.
- h) The City reserves the right to cancel this RFP at any time.

10.3 **Cost of Preparation**

Any cost incurred by the Proponent in the preparation of the proposal will be solely at the expense of the Proponent.

10.4 **Confidentiality and Freedom of Information and Protection of Privacy Act**

The proposal should clearly identify any information that is considered to be confidential or proprietary information (the “Confidential Information”). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can’t guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

10.5 **Irrevocability of Proposals**

By submission of a written request, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable and are valid for a minimum of **60** days. By submission of a proposal the Proponent agrees should the proposal be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

10.6 **Pricing**

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFP.

10.7 **Sub-Contracting**

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City of Courtenay.

10.8 **Accuracy of Information**

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

10.9 **Default**

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 11(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 11(a) or 11(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

10.10 **Misrepresentation or Solicitation**

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFP, whether before or after the submission of the proposal, the City shall be entitled to reject or not accept the proposal.

10.11 **Applicable Laws and Agreements**

- a) The laws of the Province of B.C. shall govern this request for proposal and any subsequent Contract resulting.
- b) This RFP is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

10.12 **Ownership of Materials and Copyright**

- a) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the City as a result of the provision of the Services (the "Material") may be used by the City as part of its operations associated with the Materials provided.
- b) All Material shall be transferred and delivered by the Contractor to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.
- c) The Contractor agrees that the City will own all of the Material and the Contractor irrevocably assigns to the City all of the Contractor's title in the Material. The Contractor retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Contractor and (a) used by the Contractor to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material ("Embedded IP").

- d) The Contractor hereby represents and warrants that any portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

10.13 **Payment Terms**

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period.

All invoices must be emailed to finance@courtenay.ca, please do not mail invoices in addition to emailing.

The City offers electronic funds transfer for all vendor related payments. Contact finance@courtenay.ca for an application form to enroll in EFT payments.

11.0 **ATTACHMENTS**

- a) Schedule A - Form of Submission

SCHEDULE A
FORM OF SUBMISSION

The Proponent offers to supply to the City of Courtenay the goods and services for the prices not including GST as follows:

Item	Description	Qty.		
1	BASE BID			
a	Supply and deliver a new pre-fabricated washroom structure.	1	Lump Sum	\$
b	Delivery Schedule – FOB City of Courtenay Public Works Facility	No. of Days From Order Date		Days
				Comments (Standard or Optional)
c	A solar power system	Yes	No	
d	Unisex toilet	Yes	No	
e	A hand wash station(s)	Yes	No	
f	Custom mounts for art or advertising	Yes	No	
g	A durable metal shell such as stainless steel for increased weather resistance	Yes	No	
h	An electric key strike for automatic opening and closing of the door	Yes	No	
i	Graffiti proof coating	Yes	No	
j	Illuminated LED signage for after dark identification	Yes	No	
k	Heater or plumbing heat trace system for freeze protection and year round use	Yes	No	
l	Energy efficient fixtures and lighting	Yes	No	
m	Sky-lighting to allow for natural light	Yes	No	
n	Ventilation methods and systems	Yes	No	
o	Paper towel, toilet paper and soap dispensers	Yes	No	
p	Easy to clean and maintain	Yes	No	

q	Grab bars for physically disabled or the elderly	Yes	No	
r	Baby change table	Yes	No	
s	Drinking fountain/bottle filling station	Yes	No	
t	Interior locking device for privacy	Yes	No	
u	Emergency exterior access when locked	Yes	No	
v	External wash basin	Yes	No	
w	Cold water faucets only	Yes	No	

The above prices include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this proposal.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFP, submit this proposal in response to the RFP. This proposal is offered by the Proponent this _____ day of _____, 2021.

Signature of Authorized Signatory

Print Name and Position of Signatory