



# The Municipality of the Village of Lions Bay

INVITATION TO TENDER

**ITT.17.09**

For The

## **Supply and Installation of a Portable Classroom Facility**

CLOSING DATE AND TIME:

**Friday, July 21, 2017**

**Tenders will be accepted between  
10:00 AM and 4:00 PM daily.**

SUBMIT QUOTATIONS TO:

Attention Pamela Rooke, Chief Financial Officer  
Village of Lions Bay Municipal Hall  
PO Box 141-400 Centre Rd,  
Lions Bay BC, V0N 2E0

## 1. Introduction

The Village of Lions Bay (the “Municipality”) invites bids from qualified suppliers (“Bidders”) in response to this Invitation to Tender (“ITT”).

The Municipality is seeking services to supply and install a new, reconditioned, or used portable classroom facility which will serve as the fire training classroom for the Municipality’s Fire Rescue Department.

All enquiries regarding this ITT should be directed to the person named below.

If a Bidder contacts anyone inside the Municipality’s organization, including members of Council, or members of the Infrastructure Committee, regarding this ITT without being referred to such person by the appropriate person identified below, the Municipality may exclude any tender submitted by that Bidder from consideration.

*Enquiries regarding the ITT process may be directed to:*

**Pamela Rooke, Chief Financial Officer**  
T: 604-921-9333 ext. 2 / E: [finance@lionsbay.ca](mailto:finance@lionsbay.ca)

The deadline for enquires is 4:00 PM, Wednesday, July 19 2017. Enquiries received after that time may not receive any response from the Municipality. All amendments or responses to enquiries will be posted to the BC Bid website ([bcbid.gov.bc.ca](http://bcbid.gov.bc.ca)). It is the responsibility of the Bidder to monitor this website to check for updates.

**A mandatory site tour is scheduled for:**

**Tuesday, July 18th, 2017, at 10:30 AM.**

**Meet at the Village Office:**

**400 Centre Road, Lions Bay, BC, V0N 2E0**

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### 3. Project Deliverables, Minimum Requirements, Design Criteria, and Delivery Schedule

#### 3.1. Project Deliverables

As a minimum, the successful Bidder is expected to:

- A. Site preparations to be completed by others prior to installation of trailer.
- B. Supply a portable classroom facility which meets the minimum specifications and performance requirements.
- C. Deliver and Install the portable classroom facility and footings in conformance with the 2012 BC Building, Plumbing, and Electrical Codes and their errata, the 2013 CSA-A277-08 Standard Procedure for Factory Certification of Buildings, and any other applicable regulations.
- D. Provide design drawings in Adobe PDF format and an original paper copy of the construction drawings signed and sealed by a Structural Engineer registered in the province of BC.
- E. Deliver the portable classroom facility to the site and install, level, assemble, connect, wire, and finish it by providing and using all means necessary to suit the portable classroom facility and site conditions, site constraints, and to protect the Municipality's property from damage.
- F. Installation of owner supplied items (fridge, stove, dishwasher, and whiteboards)
- G. Provide an installation inspection report and associated Letters of Assurance completed by a Structural Engineer registered in the province of BC.
- H. Provide minimum of one (1) year warranty, and prompt timely service to warranty claims.
- I. Optional Item: Provide for the supply and installation of a new deck in roughly the same configuration and size as the existing deck (to be viewed during site visit).

### 3.2. Minimum Requirements

The express specifications for the Portable Classroom Facility shall, at a minimum, consist of the following items as set out below. Add-ons and additional specifications will also be considered.

- A. **Size:** no less than 1000 square feet (20' x 50')
- B. **General Design:** the base portable classroom facility shall include:
  - 1 Classroom
  - 1 Washroom
  - 1 Kitchen / diner (seating area)
  - 1 Mechanical Room
  - 1 Office

### 3.3. Design Criteria

The portable classroom facility must be supplied in accordance with the following criteria:

- A. It must withstand the Climatic and Seismic Loads for the Municipality as noted in tables in Division B, Appendix C of the 2012 BC Building Code and errata.
- B. Insulation must meet requirements of Table 10.2.1.1.A of the BC Building Code and errata.
- C. Floor structure must withstand a Live load of 4.8 kPA.
- D. Wood framing members inside the building envelope to be SPF #2 or of equivalent strength and grade or better and stronger.
- E. Wood members outside the portable building envelope to be preservative treated

### 3.4. Delivery Schedule

Each Bidder is required to provide a delivery and installation schedule for the portable classroom facility.

#### 4. Tender Closing

Tenders must be received by 4:00 PM local time on July 21, 2017 ("Closing") at the following address:

Village of Lions Bay Municipal Hall  
PO Box 141-400 Centre Rd,  
Lions Bay BC, V0N 2E0

OR by email to: [finance@lionsbay.ca](mailto:finance@lionsbay.ca) with the following subject:

**ITT 17.09 – Portable Classroom Facility**

The time that bids are received will be conclusively deemed to be the time shown on the clock used by the Municipality for this purpose.

#### 5. Bidding Instructions And Submission Of Tenders

##### 5.1. Closing Date and Time

Tenders in accordance with the specifications in the Invitation to Tender must be received by the Village by Closing at the location indicated in the Invitation to Tender. Tenders received after Closing will not be considered. The Village may extend the date and/or time of Closing by addendum for any reason and, in that case, the extended date and/or time will become the new Closing Date. The time and date stamp clock at the Closing location is the official clock for determining the time that bids are received. The time that bids are received on Closing will be the official clock for determining the time that a bid was received.

##### 5.2. Submission of Tender

Tenders may be delivered (preferably) in electronic format as a PDF file by email to [finance@lionsbay.ca](mailto:finance@lionsbay.ca); OR in hard copy — (1) printed copy (including a digital copy on a flash drive). Tenders will not be received by facsimile transmission (fax).

##### 5.3. Format of Tender

Tenders must be submitted in the form attached as Schedule A.

#### 5.4. Hard Copy

Tenders delivered in hard copy must be delivered prior to the closing date to the Municipality between the hours of 10:00 AM and 3:00 PM local time in a sealed envelope clearly marked with the ITT Number, ITT Title and the Bidder's name and address.

#### 5.5. Confirmation of Receipt

It is the responsibility of the Bidder to ensure that the Tender has been received by the Municipality. To confirm receipt, please contact the Municipality's reception by email at [finance@lionsbay.ca](mailto:finance@lionsbay.ca) or by phone at **(604) 921-9333 ext. 2**. Bidders are responsible for assuming all risks associated with ensuring that their bid is received on time.

#### 5.6. Inquiries

All technical inquiries or requests to visit the site are to be directed to:

Andrew Oliver, Fire Chief  
[aoliver@lionsbayfirerescue.ca](mailto:aoliver@lionsbayfirerescue.ca)

### 6. Form Of Tender

Bidders are requested to submit their bid, in the form attached as Schedule A, setting out in sufficient detail:

- (i) Cover letter including company name and contact information;
- (ii) Part 1 – Company profile and qualifications;
- (iii) Part 2 – Bid price and taxes listed as a separate line item;
- (iv) Part 3 – Specifications and warranty;
- (v) Part 4 – Delivery Schedule

### 7. Signatures

All tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the Bidder capable of legally binding the Bidder.

## 8. Rights And Reservations Of The Municipality

The Municipality:

- (i) reserves the right to reject any or all bids;
- (ii) need not accept the lowest priced or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to the Municipality;
- (iii) reserves the right to waive informalities, irregularities, technicalities and minor noncompliance;
- (iv) may cancel this tender at an time prior to or after Closing;
- (v) reserves the right to accept a bid in total or in part or to accept some or all options listed;
- (vi) reserves the right, in the event that only one bid is received, to terminate this tender process;
- (vii) may reject any bid that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind; and
- (viii) reserves the right to change the scope of work and retender this project or negotiate the scope of work, or a portion thereof, if the Municipality does not receive a substantially compliant bid within the Municipality's budget.

## 9. Evaluation Of Bids

Tenders will be evaluated on the basis of the overall value to the Municipality, at the Municipality's sole discretion, having regard for the following:

### Mandatory Evaluation Criteria - Pass/Fail Criteria

Received by closing date	P/F
Submission of Cover Letter	P/F
Submission of Part 1 – Part 3	P/F (for each)

**Technical Evaluation Criteria**

Decision Factors	Maximum Points	SCORE
Specifications and Warranty	35	
Price	45	
Delivery Schedule	20	
<b>TOTAL POINTS AWARDED</b>	100	

**10. Notice Of Award**

Subject to the approval of Council of the Village of Lions Bay, in its absolute and unfettered discretion, the Municipality will provide notice of award in writing to the successful Bidder, if any.

**11. Clarifications And Addenda****11.1. Inquiries**

All inquiries regarding this tender must be submitted in writing no later than 3:00 p.m. Local Time July 19, 2017.

**11.2. Responses To Inquiries**

All responses to inquiries, if deemed necessary by the Municipality and any revisions to the tender will be issued by way of addendum only, which addendum will be posted on the same public notice board as this call for tenders. It is the sole responsibility of the Bidder to check, from time to time, the public notice board (BC BID) for addenda and by submitting a tender in response to this call for tenders, the Bidder acknowledges having received, reviewed and considered all addenda issued in respect thereof. Clarifications, comments, revisions or any other information regarding this tender obtained by the Bidder from any other source is not authorized and should not be relied upon.

## **12. Revisions, Withdrawal And Irrevocability**

Amendments to tenders may be submitted in writing at any time before Closing. No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the Bidder and submitted in accordance with the requirements for the Submission of Tenders, as set out above. All tenders will remain open for acceptance for 90 days from Closing.

## **13. Costs Of Preparation And Limitation Of Liability**

All costs incurred by the Bidder in the preparation and submission of their tender will be at their own expense. The Municipality will not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the Bidder in preparing and submitting their tender or participating in this tender process.

## **14. Solicitation Of The Municipality**

Bidders (and their agents) are not permitted to contact any member of the Municipality Council or staff with respect to this tender at any time prior to the award or termination of this tender, except as expressly provided herein. The Municipality reserves the right to reject any tender of any Bidder that acts in contravention of this no-solicitation requirement.

## **15. Conflict Of Interest**

Bidders shall disclose any potential conflict of interest or existing business relationships they may have with the Municipality, its elected or appointed officials or employees.

## **16. Confidentiality**

All tenders become the property of the Municipality and will not be returned to the Bidder, except as expressly provided for herein. All tenders will be held in confidence by the Municipality unless disclosure is otherwise required by law.

## 17. Prices

### 17.1. Bid Price

The bid price will represent the entire cost (excluding taxes) to the Municipality to deliver and install the portable classroom facility to the Brunswick Hill Fire Training Compound located at:

Brunswick Gravel Pit  
Lat/Long: [49.471021, -123.238459](#)  
Lions Bay, British Columbia  
Canada, V0N 2E0

### 17.2. Price Inclusions

Notwithstanding the generality of the foregoing, Bidders shall include in the bid price sufficient amounts to cover:

- (i) the costs of all labour, equipment and material included in or required for the supply and installation of the portable classroom facility, including all items which, while not specifically listed in the Specifications, are included in the portable classroom facility specifically or be necessary inference from the Specifications.;
- (ii) all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and Works Compensation Act (BC);
- (iii) cost of subcontractors; and
- (iv) all overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the Bidder.

The bid price shall cover all taxes and assessments of any kind payable with respect to the supply and installation of the portable classroom facility, but shall not include taxes. Taxes shall be listed as a separate item.

In the event of a discrepancy between a unit price and an extension of price, the unit price will govern.

## 18. Letter Of Award And Contract

The Municipality and successful Bidder, if any, will enter into a written contract for the supply and installation of the portable classroom facility upon the Municipality awarding a contract, in substantially similar terms to the draft contract attached as Schedule B, to the successful Bidder, if any, by way of a Letter of Award.

## 19. **Schedule A – Bid Submission Form**

List of Contents

Bidders must use this form for the submission of bids. This form consists of the following:

Cover Letter, including company name and contact information

Part 1 – Bidder's Profile and Qualifications

Part 2 – Costs and Pricing

Part 3 – Specifications and Warranty

Part 4 – Delivery Schedule

**COVER LETTER**

**TO:** THE VILLAGE OF LIONS BAY (the "Village")

**RE:** ITT.17.09 SUPPLY AND INSTALLATION OF PORTABLE CLASSROOM FACILITY

**WE,** \_\_\_\_\_ (the "Bidder") of,  
\_\_\_\_\_  
(Complete Address),

in furtherance of the above-noted invitation to tender, including all addenda and clarifications thereto (collectively, the "Tender"), hereby submit my/our bid, which includes the information requested in section 2.0 of the Tender, organized as follows:

Part 1 – Bidder's Profile and Qualifications

Part 2 – Costs and Pricing

Part 3 – Specifications and Warranty

Part 4 – Delivery Schedule

This bid shall be irrevocable for ninety (90) days from the closing date of the Tender, as specified in the Tender.

By submitting this bid, I/We hereby acknowledge and agree that:

- (i) Through submission of this bid, we agree to all of the terms and conditions of the Tender.
- (ii) I/We have checked, from time to time, the BC Bid competition page pertaining to this Invitation to Tender for addenda and, by submitting this bid, have received, reviewed and considered all addenda issued in respect of the Tender.
- (iii) I/We have carefully read and examined the Tender and have conducted such other investigations as were prudent and reasonable in preparing the bid and I/We agree to be bound by the statements and representations made in this bid.

Signed by the authorized signatory/ies of the Bidder on this \_\_\_\_\_ day of July, 2017:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

## Part 1 – Bidder's Profile and Qualifications

### General Information

Name:	
Address:	
Name and title of Representative:	
Telephone:	
Email:	

### Form of Business Organization

- Sole Proprietorship
- Partnership (Date of Establishment \_\_\_\_\_)
- Corporation (Date of Incorporation \_\_\_\_\_)

Business Number \_\_\_\_\_

### Qualifications and Experience

Please provide details of your ability, capacity, skill, expertise and experience to satisfactorily provide for the supply and installation of the portable classroom facility contemplated by the Tender and to provide quality of service and after-service to the Municipality.

*[Insert details here]*

### Business Information

Please provide details of your financial history, performance and capabilities, your reputation and capabilities of personnel within your organization to demonstrate your overall business, technical and service reputation.

*[Insert details here]*

## Part 2 – Costs and Pricing

The Municipality requests pricing for the purposes of the supply and installation of one (1) portable classroom facility as outlined in this ITT. Provide the price based on the supply and installation of one (1) portable classroom facility.

Bid Price for supply and  
installation of the portable  
classroom facility:

\$

Plus GST (5%):

\$

Plus PST (7%):

\$

**TOTAL PRICE:**

\$

### **Part 3 – Specifications and Warranty**

Please insert relevant completed information from Section 3. Project Deliverables, Minimum Requirements, Design Criteria, and Delivery Schedule

**20. Schedule B – Draft Contract**

THIS AGREEMENT is made effective the \_\_\_\_\_ day of July, 2017.

**BETWEEN:**

\_\_\_\_\_, a company validly subsisting under the laws of British Columbia and having its head office at \_\_\_\_\_

(the "Vendor")

**AND:**

VILLAGE OF LIONS BAY, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at PO Box 141, 400 Centre Road, Lions Bay, BC, V0N 2E0.

(the "Municipality")

**WHEREAS** the Vendor is the owner of the portable classroom facility described in Schedule "A" attached hereto (the "Portable") and has agreed with the Municipality for the absolute sale to the Municipality of the Portable for and in consideration of the Portable Purchase Price, as defined herein;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and the agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties) the parties do hereby agree as follows:

1. In consideration of the payment of the Purchase Price as set out in paragraph 3 below, the Vendor hereby does sell, convey, transfer and assign to the Municipality all the right, title, estate and interest whatsoever, both at law and equity, or otherwise howsoever, of the Vendor, in and to the Portable.
2. On or before \_\_\_\_\_, 2017 (the "Transfer Date") the Vendor shall transfer possession and legal title of the Portable to the Municipality for its own use absolutely and free and clear of any claims, charges and encumbrances. In the event the Portable is not transferred to the Municipality on the Transfer Date, the Municipality reserves the absolute right to cancel this Agreement.

3. In consideration for the Portable, the Municipality shall pay the Vendor the sum of \$ \_\_\_\_\_ Canadian Dollars, exclusive of all applicable federal and/or provincial sales or other value added taxes (the "Portable Purchase Price").
4. The Vendor covenants that:
  - (a) the Vendor has all necessary power, capacity and authority to own the Portable, to enter into this Agreement on the terms and conditions set forth, and to transfer and sell the Portable to the Municipality as contemplated herein;
  - (b) the Vendor is now rightfully and absolutely possessed of and entitled to legal and beneficial interest in the Portable;
  - (c) the Vendor will have good right to transfer the Portable to the Municipality;
  - (d) the Portable will be free and clear of all charges and encumbrances;
  - (e) the Vendor will from time to time upon reasonable request of the Municipality make, do and execute all such further acts, deeds and assurances for the more effectually assigning and assuring the Portable unto the Municipality; and
  - (f) the entering into, execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of the Vendor or of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Vendor or the Portable or of any indenture, contract or agreement, written or oral, to which the Vendor may be a party; and the entering into, execution and delivery of this Agreement and consummation of the transaction contemplated hereby have been duly and validly authorized by all necessary corporate actions of the Vendor.
5. The Municipality agrees that any costs and payment of applicable sales taxes necessary to transfer ownership from the Vendor to the Municipality will be the responsibility of the Municipality.
6. The Vendor represents and warrants:
  - (a) the merchantability, merchantable quality, durability, condition, design, quality, capacity, workmanship, operation and fitness of the Portable for the Municipality's reasonable purposes and requirements and as described in the Municipality's invitation to tender number 17.09 Supply and Installation of a Portable Classroom Facility dated July 13, 2017 and the Vendor's bid dated \_\_\_\_\_ and submitted in the response to the invitation to tender; and

- (b) the Portable will be subject to the warranty attached as Schedule "B" to this Agreement.
- 7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.
- 8. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 9. This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof and merges all prior discussions between them. No party hereto shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement, other than as is expressly provided for herein.
- 10. This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

VILLAGE OF LIONS BAY by its authorized  
signatories:

c/s

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer:

Date executed: \_\_\_\_\_,  
2017.

**[Name of Firm]** by its authorized signatories:

\_\_\_\_\_  
[Name of Signatory]

\_\_\_\_\_  
[Name of Signatory]

Date executed: \_\_\_\_\_,  
2017.

## SCHEDULE "A" — PORTABLE CLASSROOM PARTICULARS

## SCHEDULE "B" — PORTABLE CLASSROOM WARRANTY