

City of Coquitlam

Request for Proposals

RFP No. 22-032

Supply and Installation of
Poirier Library Flooring

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[PROPOSAL SUBMISSION FORM](#)

SUMMARY OF KEY INFORMATION

| | |
|---|---|
| RFP Reference | RFP No. 22-032 Poirier Library Flooring |
| Overview of the Opportunity | The purpose of this RFP is to invite Proposals from qualified firms for the supply and Installation of Poirier Library Flooring . |
| Closing Date and Time | 2:00 pm local time Thursday, April 07, 2022 |
| Instructions for Proposal Submission | Proposals are to be consolidated into one PDF file and uploaded electronically through QFile, the City's file transfer service accessed at qfile.coquitlam.ca/bid <ol style="list-style-type: none"> In the "Subject Field" enter: RFP Number and Name Add files in .pdf format and Send (Ensure your web browser remains open until you receive 2 emails from QFile to confirm receipt.) Phone 604-927-3037 should assistance be required. The City reserves the right to accept Proposals received after the Closing Date and Time. |
| Obtaining RFP Documents | RFP Documents are available for download from the City of Coquitlam's website: https://www.coquitlam.ca/Bid-Opportunities Printing of RFP documents is the sole responsibility of the Proponents. |
| Instructions to Proponents | The guidelines for participation that will apply to this RFP are posted on the City's website: Instructions to Proponents |
| Questions | Questions are to be submitted in writing quoting the RFP number and name up to 3 business days before the Closing Date sent to email: bid@coquitlam.ca |
| Addenda | Proponents are required to check the City's website for any updated information and addenda issued, before the Closing Date at the following website: https://www.coquitlam.ca/Bid-Opportunities |
| Withdrawal of Submission | Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: bid@coquitlam.ca prior to the Closing Date and Time. |
| Terms and Conditions of Contract | The City's Standard Terms and Conditions - Purchase of Goods and Services , the City's General Conditions, and the CCDC 2-2008 Stipulated Price Contract between Owner and Contractor, as amended by City of Coquitlam's Supplementary General Conditions to the CCDC2-2008 will apply to the Contract awarded as a result of this RFP.. |

DEFINITIONS

“Contract” means the CCDC 2 – 2008 Stipulated Price Contract Between Owner and Contractor, as amended by the City’s Supplementary General Conditions to the CCDC 2 – 2008 and City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, Appendices, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and Works.

“City” “Owner” means City of Coquitlam;

“Price” means the amount that will be paid by the City to the Contractor for delivery and acceptance of goods and Services;

“Project Manager” means the City staff member appointed to coordinate the Work;

“Proponent” means responder to this Request for Proposals;

“Proposal” means the submission by the Proponent;

“Request for Proposals” “RFP” shall mean and include the complete set of documents, specifications and addenda incorporated herein, and included in this Request for Proposals;

“Services” “Work” “Works” means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the Work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor;

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met;

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

1 INSTRUCTIONS TO PROPONENTS

1.1 Purpose

The purpose of this RFP is to invite Proposals from qualified, experienced companies for the Supply and Installation for **Poirier Library Flooring** as stated within this RFP.

1.2 Mandatory Requirements

For all Services performed:

- indoors at a City operated or a City owned facility;
- in shared physical space with City employees;
- in other working and location conditions as determined by the City;

The Contractor must provide employees and sub-contractors that are verified as fully vaccinated against COVID-19.

1.3 Non-mandatory Site Visit

A non-mandatory site visit is scheduled for:

| NON - MANDATORY SITE MEETING | |
|------------------------------|--|
| PROCESS | The City will adhere to proper provincial Covid-19 measures and ensure physical distancing and minimal sized gatherings are in place. No questions will be answered during the non-mandatory site visit(s); questions are to be submitted to bid@coquitlam.ca and an addendum will be issued to answer all questions and ensure consistency between meetings. |
| Requirements | The City reserves the right to request proof of vaccination as per section 1.2 and 2.2. |
| DATE: | Thursday, March 24, 2022 |
| LOCATION: | Poirier Public Library 575 Poirier Street, Coquitlam |
| TIME: | 8:00 AM |
| ATTENDANCE: | Limit of 1(one) representative per prospective Proponent. |

No questions will be answered during the non-mandatory site visits; questions are to be submitted to bid@coquitlam.ca and an addendum will be issued to answer all questions and ensure consistency between meetings.

1.4 Proposal Submission

Proponents should complete and submit the information requested in this RFP document on the Proposal Submission Form or in a format that has been approved and is acceptable to the City.

1.5 Instructions to Proponents

Proponents are advised that the rules for participation that will apply to this RFP are located: [Instructions to Proponents](#).

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the bid process will be conducted.

1.6 Prices

Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the completion of the Services.

Prices shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, all necessary packing and crating (where applicable), Canadian Customs import and export duties, freight, handling, transportation, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licences, permits, inspections and all other requirements necessary for the commencement, performance and completion of Services as described.

Taxes are to be shown separately at time of invoicing.

The lowest price of any Proposal will not necessarily be accepted but will be analyzed to determine best overall value.

1.7 Requested Departures

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the City specifically consents in writing to any of them

1.8 Evaluation Criteria

Evaluation Criteria of each Proposal will be determined in accordance with the following:

Pass/Fail

- Verified fully vaccinated personnel to be used for the performance of the Services

| Proposal Evaluation Summary | Maximum Points to be Awarded |
|---|------------------------------|
| Corporate | 30 |
| Technical | 40 |
| Financial and Value Added | 30 |
| Total | 100 |

The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate Experience, Capacity and Resources

- Established business and demonstrated performance providing services of similar size, scope and complexity
- References (on-time completion, performance, within budget, etc.)
- Sub-contractors
- Suppliers

Technical

- Methodology, set-up and execution of the Work
- Quality Assurance and Safety
- Risk factors
- Disposal and reuse
- Understanding of City's Requirements and Objectives
- Schedule and Completion Date
- Proposed Products

Financial and Value Added

- Total Price
- Unit Price
- Labour Rates and Equipment Rates
- Value Added / Sustainable benefits

These criteria will be used to determine best overall value to the City. Proposals will be compared to select one or more that are most advantageous.

And, upon selection of one or more lead Proponent(s):

- References may be contacted
- Interviews may be conducted

The City reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

These criteria will be used to determine best overall value to the City as well as any other criteria that may become evident during the evaluation process.

The City may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and the City may make such requests to only selected Proponents. The City may consider such clarifications or additional information in evaluating a Proposal.

Incomplete Proposals or Proposals submitted on forms other than the Proposal Form may be rejected.

Proponents agree the City may disclose names of Proponents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

The City reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the Work outlined in this RFP.

Where only one Proposal is received, the City may reject such and re-issue the RFP on a selected basis.

1.9 Eligibility

For eligibility, and as a condition of award, the successful Proponent would be required to meet or provide the equivalent:

- a) Verified fully vaccinated personnel to be used for the performance of the Services
- b) Commercial General Liability (CGL) insurance \$5M coverage provided on the [City's Standard Insurance Form](#)
- c) [Prime Contractor Designation Form](#) and be responsible for all the Work at the site in accordance with WCB regulations
- d) Be registered and provide WorkSafeBC clearance
- e) Accept the City's standard Terms and Conditions posted on the City's website: [Standard Terms and Conditions – Purchase of Goods and Services](#)
- f) Enter into a Contract with the City using the CCDC 2-2008 document as supplemented by Appendix D - City of Coquitlam's Supplementary General Conditions to the CCDC2-2008.
- g) A City of Coquitlam or Tri Cities Intermunicipal [Business License](#)

These items are not required as part of this Proposal Submission but will be required prior to entering into an agreement with the City for Services.

1.10 Completion Dates

Completion Date - The Work shall be completed not later than **June 30, 2022**.

The City of Coquitlam will review schedules and allow for exceptions to completion dates and to be flexible due to Covid-19 and the reasonable steps that Contractors will be faced with to allow for social distancing practices to be implemented with their crews.

1.11 Specifications and Alternatives

Wherever the Specifications state a brand name, make, name of manufacturer, trade name, or Supplier 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 vehicles or equipment 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, Appendix B - Milliken Nordic Stories Brochure and Appendix C - Armstrong Flooring Nidra Series Brochure, describe what is considered necessary to meet the performance requirements of the City and Proponents should consider this in its Proposal. 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.

Proponents may also propose alternative material which meets the majority of the specifications if it is immediately available for delivery. The City will review proposed alternative for suitability in order to take delivery sooner; however, the City is not obligated to

accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

Proponents are to provide environmental products and services wherever possible. If there are known alternatives or substitutions for such materials that would mitigate the effects of any adverse conditions on the environment, the Proponent agrees to advise the City of such alternatives or substitutions.

2 GENERAL CONDITIONS OF CONTRACT

2.1 Terms and Conditions of Contract

The City's [Standard Terms and Conditions - Purchase of Goods and Services](#), as published on the City's website, the Conditions listed below, along with the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

PROJECT SPECIFIC TERMS AND CONDITIONS

2.2 COVID-19 Vaccination

The Contractors assures that their employees and employees of any sub-contractors contracted by the Contractor to perform the Services are verified fully vaccinated against COVID-19.

The City reserves the right to request proof of vaccination, if requested.

2.3 Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees.

The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

2.4 Quality of Work

All Work shall be performed by skilled persons including, if required, the abatement of hazardous materials in strict accordance with the applicable Municipal, Provincial, Federal and other laws, regulations, standards, codes, etc. All workmanship and materials will be subject at any time to the inspection and approval of the City.

2.5 Clean Up

At the end of each shift the Contractor shall ensure the site is safe and secure and, at the conclusion of Work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the Work in a clean and tidy condition.

3 SCOPE OF SERVICES

3.1 Purpose

The City requires qualified, experienced companies to provide tools, materials, labour, equipment, fuel, travel, transportation, coordination, overhead and all that is necessary for the supply and installation of **Poirier Library Flooring**.

3.2 Scope

a) Preparation

- Remove, dispose and replace existing broadloom carpet, VCT, vinyl sheet flooring and rubber base
- Disposal of all removed material
- Prep floor – fill gaps remove glue etc.

b) Supply and Installation details:

- Contractor to validate to ensure all dimensions and measurements are accurate
- All flooring areas that are demolished must be protected with a form of sheeting to allow walking on the surface in between installations
- Comply with the manufacturer's instructions and recommendations for all installation
- 10% extra carpet tile and 2% extra vinyl material
- Facility staff will relocate personal belongings and moveable furniture/items. The Contractor is responsible for moving/lifting furniture
- Carpet tile is to be cut around existing bolted down library book shelves
- Vinyl is to be cut around any fixed furnishing
- Low VOC adhesives and sealers
- Molding
- Transition strips
- Contractor is to provide MSDS for all products used
- Please refer to Appendices for further information and detail

c) Material Specifications

I. Carpet Tile

- Main Floor Area
Milliken & Company
IGD251-124 "Birch Sauna" Isograd Loop
Accent Floor Area – Children's Section
Milliken & Company
IGD230-107 "Borealis" Isograd Loop

II. Vinyl

- All areas
Armstrong Flooring
Heterogeneous Sheet – Nidra Line
80873 – "Brittnau Oak Lavender"

III. Cove Base

- All Areas
Johnsonite Traditional Wall Base
“49 Beige WB”

3.3 Phasing Plan

Please refer to Appendix A – Phasing Plan:

- Hatched denote outside of Scope of Services
- Highlighted YELLOW areas are to be fully completed after hours
- Highlighted BLUE areas are to be demolished after hours. Installation can occur during regular hours
- Highlighted PINK areas denote the accent carpet tile specification for children’s sections
- All other areas receive the main carpet specification

3.4 Hours of Work

Facility Hours (Open to the Public)

M-TH: 9:00 A.M – 9:00 P.M

F: 9:00 A.M – 5:00 P.M

S: 10:00 A.M – 5:00 P.M

S: 12:00 P.M – 5:00 P.M

ALL DEMOLITION, NOISY WORK AND PREPARATION MUST BE COMPLETED OUTSIDE OF FACILITY HOURS

3.5 Equipment, Materials and Workmanship

All Workmanship and materials will be subject at any time to the inspection and approval of the City.

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the Services agreed to.

All Work shall be performed or supervised by licensed, skilled, qualified electrician.

All equipment, materials and labour utilized and all Workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the Services including but not exclusively:

- a) WorkSafeBC
- b) BC Building Code
- c) Workplace Hazardous Material Information System (WHMIS)

3.6 Protection of Public

The Contractor shall take adequate measures to protect the public, City staff, and all others on site from injury, damage, or other loss resulting from maintenance operations and related activities.

The Contractor shall promptly report to the City any safety incidents as they occur.

3.7 Work Hazards

- a) It is the responsibility of the Contractor to address all Work hazards that could be reasonably expected on any job site(s) and to develop both training and written policy and procedures, where necessary, for the protection of the workers and the general public.
- b) It is the responsibility of the Contractor to monitor compliance and where necessary correct and/or discipline workers.

3.8 Extra Work

The Contractor must receive written approval from the City prior to commencing any additional Works which will affect the project cost or schedule. A Change Order form must be submitted in the event the Contractor fees exceed the original contract amount. In this situation the Contractor will be requested to submit scope of Work change alternatives to meet the budget.

A separate schedule of values is required as supporting documentation to the invoice for all additional Services.

Any invoice encompassing extra Work or additional Work not previously approved in writing will not be accepted by the City.

3.9 Rejected Work

Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor, shall be rectified at the Contractor's expense.

3.10 Quality of Work

All Work shall be performed by skilled persons including, if required, the abatement of hazardous materials in strict accordance with the applicable Municipal, Provincial, Federal and other laws, regulations, standards, codes, etc. All workmanship and materials will be subject at any time to the inspection and approval of the City.

3.11 Delivery, Storage, and Handling

All materials to be new. Deliver and store materials in original, unopened packaging. Assume all packing, transportation, and insurance costs.

All packaging material must be removed from site at the Contractor's expense.

3.12 Environmental Protection

The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies and Municipal Acts and Bylaws in respect to air, earth and water pollution.

3.13 Dangerous Materials

Any and all dangerous or hazardous materials removed from the site are to be separated and disposed of in accordance with all applicable policies, guidelines and standards from authorities having jurisdiction.

3.14 Clean Up

At the end of each day the Contractor shall ensure the site is safe and secure and, at the conclusion of Work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the Work in a clean and tidy condition.

3.15 Public Relations

Good public relations must be maintained at all times by the Contractor, the Contractor's employees, and representatives. All enquiries and complaints must be satisfactorily resolved in a courteous and businesslike manner and be acted upon within a 24-hour period.

3.16 Frequency of Invoicing

Contractor to invoice on a monthly basis.

Appendix D

CITY OF COQUITLAM

SUPPLEMENTARY GENERAL CONDITIONS

(Construction Document CCDC-2-2008)

SUPPLEMENTARY GENERAL CONDITIONS

STIPULATED PRICE CONTRACT CCDC 2 2008

These Supplementary General Conditions modify and amend Standard Construction Document CCDC-2 – 2008 and form a part of this *Contract*.

In the event of any conflict between the provisions of the Standard Construction Documents and any provision of these Supplementary General Conditions, these Supplementary General Conditions shall govern.

Standard Construction Document CCDC-2—2008 is amended as follows:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-3 CONTRACT DOCUMENTS

1. The Agreement is amended by including “Part C – Schedule 1 - City of Coquitlam Certificate of Insurance Form – Construction”.

ARTICLE A-5 PAYMENT

2. The Agreement is amended by deleting Article A-5.3, including all of 5.3.1 and 5.3.2, in its entirety.

NEW ARTICLE

3. The Agreement is amended by adding the following new Article after Article A-8:

ARTICLE A-9 TIME OF THE ESSENCE

- 9.1 All time limits stated in this *Contract* are of the essence of the *Contract*.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISION

GC 1.1 CONTRACT DOCUMENTS

4. Section 1.1.8 is amended by replacing the term “sufficient copies” with “a pdf copy”.
5. Section 1.1 is amended by adding the following new subsection:
 - 1.1.11 The *Contractor* is responsible for the installation and the coordination of metric and imperial dimensioned products and materials as may be applicable.

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.1 AUTHORITY OF THE CONSULTANT

6. Section 2.1 is amended by adding a new subsection after subsection 2.1.3 as follows:

2.1.4 If a Consultant is not engaged on the Project, the Owner will fulfill the requirements of a Consultant.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

7. Section 2.3 is amended by adding a new subsection after subsection 2.3.7 as follows:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the *Work* to comply with the contract documents, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services, including expenses incurred. Adjustments for such compensation should be made as outlined under Part 6 CHANGES IN THE WORK.

PART 3 EXECUTION OF THE WORK

G.C. 3.5 CONSTRUCTION SCHEDULE

8. Section 3.5 is amended by adding the following new subsection after subsection 3.5.1.3:

3.5.1.4 The *Contractor* will perform the *Work* in compliance with the construction schedule. If, for any reason, the *Work* falls behind the schedule for the *Work* set forth in the construction schedule the *Contractor* shall as part of the *Work* either:

- (a) if in accordance with the *Contract Documents* the delay entitles the *Contractor* to a time extension the *Contractor* shall forthwith prepare and deliver to the *Consultant* a revised construction schedule to the reasonable satisfaction of the *Consultant* indicating the revised dates for the remaining activities of the *Work*; or
- (b) if in accordance with the *Contract Documents* the delay does not entitle the *Contractor* to a time extension then the *Contractor* shall take such steps as required to bring the *Work* back into conformity with the construction schedule.

Failure to comply with the requirements of this section shall be deemed to be a default under the *Contract* to which the provisions of GC 7.1.2 apply.

GC 3.6 SUPERVISION

9. Subsection 3.6.1 is amended by adding the following sentence at the end of the subsection:
"The appointed *Contractor* representative shall not change without consultation with and written acceptance of the *Owner*, which acceptance will not be unreasonably withheld."

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

10. Subsection 3.7.2 is amended by adding the following sentence at the end of the subsection:
"The *Contractor* shall not employ any *Subcontractor*, or change *Subcontractor*, without the written approval of the *Owner*, which approval will not be unreasonably withheld."
11. Subsection 3.7.3 is deleted in its entirety and replaced with the following:

3.7.3 If the *Owner* reasonably objects to the performance, qualifications, experience or suitability of any of the *Contractor's* personnel, *Subcontractors* or *Suppliers*, then the *Contractor* will, on written request from the *Owner*, replace such personnel, *Subcontractor* or *Supplier* immediately.
12. Section 3.7 is amended by adding the following new subsections after subsection 3.7.6:

3.7.7 The *Contractor* will provide only personnel who have qualifications, experience and capabilities to perform the *Work*.

3.7.8 The *Contractor* shall coordinate the *Work* of all of its *Subcontractors* and *Suppliers* and determine to what extent *Work* specified in each section of the specifications is effected by *Work* indicated elsewhere and make all necessary allowances for their integration. All additional *Work* resulting from the failure to make such determination shall be done at no cost to the *Owner*.

3.7.12 The *Contractor* shall indemnify and hold harmless the *Owner*, its agents, servants and employees, from and against all costs, claims, damages, debts, sums, actions and causes of action whatsoever and whensoever arising out of any claim of lien or action by a *Subcontractor*, *Supplier* or labourer with whom the *Contractor* or any of its *Subcontractors* or *Suppliers* has contracted in relation to the *Work*.

GC 3.8 LABOUR AND PRODUCTS

13. Subsection 3.8.2 is amended by adding the following after “consultant”: “Products which are not specified shall conform to current applicable specifications and regulations of the Canadian Standards Association, Technical Builders' Bulletin, Canadian Government Specifications Board, National Building Code, British Columbia Building Code, American Society for Testing and Materials, Trade Association Specifications and all authorities having jurisdiction at the Place of the Work.”
14. Section 3.8 is amended by adding the following new subsections after subsection 3.8.3:
 - 3.8.4 Immediately upon receiving from the *Consultant* or the *Owner* a written notice stating the *Consultant's* or the *Owner's* reasonable objection to the work conduct of any superintendent, foreman or worker on the Project site, the Contractor will remove such persons from the Project site.
 - 3.8.5 No person shall with relation to his employment or eligibility for employment be discriminated against by reason of his or her race, colour, ancestry, place of original, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age, or because he or she has been convicted of a criminal or summary conviction offence that is unrelated to the employment.
 - 3.8.6 The *Contractor* shall supply labour that is compatible with other labour employed on the Work. In the event of labour disputes arising from the provision of skilled or unskilled labour by the *Contractor* or its *Subcontractors*, the *Contractor* shall, to the satisfaction of the *Owner* or *Consultant*, as applicable, make such arrangements as are necessary to preclude delay to the Work or to the work of others at the Project Site.

GC 3.9 DOCUMENTS AT THE SITE

15. Subsection 3.9.1 is amended by inserting the words “reviewed shop drawings” immediately after “*Contract Documents*”.
16. Section 3.9 is amended by adding the following as a new subsection after subsection 3.9.1:
 - 3.9.2 Record drawings to be maintained and available to view by *Consultant* and *Owner*.

GC 3.10 SHOP DRAWINGS

17. Section 3.10 is amended by adding the following new subsections after subsection 3.10.12:

3.10.13 Upon *Substantial Performance of the Work*, the *Contractor* will submit all reviewed and revised *Shop Drawings* to the *Owner* as a permanent record of the *Work*. As of the date of issuance of a final certificate for payment, the *Shop Drawings* will be retained by the *Owner* as the *Owner's* property.

3.10.14 Electronic submissions and electronic review stamp by the *Consultant* are acceptable.

GC 4.1 CASH ALLOWANCES

18. Subsection 4.1.4 is amended by:

- a) in all instances deleting the words “any cash allowance”, and replacing them with “all cash allowances”.
- b) at the end of the last sentence, adding the following new sentence: “The *Contractor's* overhead and profit on costs exceeding the amount of the allowance shall be ten (10%) percent on *Work* performed directly by the *Contractor*, and five (5%) percent on *Work* performed by *Subcontractors*.”

19. Section 4.1 is amended by add the following new subsection after subsection 4.1.7:

4.1.8 Expenditures of the cash allowance are to be directed as per GC 6.2 CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE, at the *Owner's* directive. All *Work* under cash allowance is to be competitively bid unless directed by the *Owner*. The *Contractor* shall keep records and submit a monthly update on expenditures of a cash allowance, including all unallocated amounts.

PART 5 PAYMENTS

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

20. Section 5.1 is deleted in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

21. Subsection 5.2.3 is amended by:

- a) deleting “and Products delivered to the Place of the Work”; and

- b) adding the following at the end of the subsection: "The *Contractor* will identify separately, with reference to the applicable *Change Order*, any application for payment for *Work* performed pursuant to a *Change Order*. No payment for extras or changes will be made before the issuance of the applicable *Change Order*."
- 22. Subsection 5.2.7 is deleted in its entirety and replaced with:
 - 5.2.7 No claim shall be made for any *Product* which is delivered to the *Place of the Work* until it is incorporated into the *Work* and any claim for *Products* which are incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to estimate the value of such *Products*.
- 23. Section 5.2 is amended by adding the following new subsections after subsection 5.2.7:
 - 5.2.8 A draft application for payment is to be submitted to the *Owner* on the 25th of the month.
 - 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentations as determined by the *Owner*.

GC 5.3 PROGRESS PAYMENT

- 24. Subsection 5.3.1.3 is deleted in its entirety and replaced with:
 - 5.3.1.3 The *Owner* shall use its best efforts to make payment to the *Contractor* on account as provided in Article A-5 of the agreement, such payment to be net 30 days from the date on which the invoice is delivered to the *Owner*.
- 25. Section 5.3 is amended by adding the following new subsections after subsection 5.3.1:
 - 5.3.2 The *Owner* may set off from payments owing to the *Contractor* costs, expenses and damages the *Owner* incurs or suffers as a result of the *Contractor's* wrongful or negligent act or omission, or which the *Owner* incurs on the *Contractor's* behalf.
 - 5.3.3 The *Owner* may, in addition to other holdbacks as provided by the *Contract Documents*, hold back an amount equal to any lien which has been filed with respect to the *Work*, plus 10% as security for costs. The *Owner* may, at its option, after five days written notice to the *Contractor*, pay such amount into court to discharge the lien. If the lien is discharged without payment of the holdback into court, then the *Owner* shall pay such holdback to the *Contractor*, without interest.
 - 5.3.4 In addition to builders lien holdbacks, the *Owner* may retain holdbacks to cover deficiencies in the *Work*, in an amount equal to twice the amount the *Consultant* or *Owner* estimates as the total cost to complete the deficiencies and three times the amount if less than \$10,000.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

26. Section 5.4 is amended by:

- a) adding the words "or Owner" after the word "Consultant" in subsection 5.4.2 and 5.4.3; and
- b) adding the following new subsection after subsection 5.4.3:

5.4.4 Should the *Consultant* or *Owner* find significantly more incomplete or deficient *Work* than those listed by the *Contractor* with its application, the *Consultant* or *Owner* may elect to terminate its inspection and to not issue a certificate of *Substantial Performance*. If the *Consultant* or *Owner* terminates its inspection, the *Contractor* shall compensate the *Owner* for the additional time and expenses incurred by the construction manager, *Consultant*, *Subconsultants* and *Owner* in relation to multiple inspections.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

27. Subsection 5.5.3 is deleted in its entirety.

GC 5.7 FINAL PAYMENT

28. In subsection 5.7.4, the words "no later than 5 days after the issuance of a final certificate for payment" are deleted and replaced with "net 30 days from invoice date, on a best effort basis".

29. Section 5.7 is amended by adding the following new subsection after subsection 5.7.4:

5.7.5 The issuance of a final certificate for payment in no way relieves the *Contractor* from correcting defects or deficiencies not apparent at the time the certificate is issued.

PART 6 CHANGES IN THE WORK

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

30. Subsection 6.1.2 is amended by adding the following to the end of the sentence: "[...] or written approval to proceed."

GC 6.2 CHANGE ORDER

31. Subsection 6.2.1 is amended by adding the following at the end of the subsection: "A *Change Order* shall be a final determination of adjustments in the *Contract Price*, *Contract Time* or both, as applicable. There shall be no adjustment to the *Contract Price* or *Contract Time* should the *Contractor* fail to present a request for a specific adjustment in response to a notice describing a proposed change in the *Work*."
32. Subsection 6.2.2 is amended by adding "[...]" and be noted on the Change Order schedule of values" at the end of the sentence.
33. Section 6.2 is amended by adding the following new subsection after subsection 6.2.2:
 - 6.2.3 The value of a change in the *Work* shall be determined in one or more of the following methods as selected by the *Consultant* in consultation with the *Owner*:
 - (a) by estimate and acceptance in a lump sum;
 - (b) where unit prices are set out in the *Contract Documents* or subsequently agreed upon, in accordance with such unit prices;
 - (c) by costs and a percentage fee for overhead and profit as calculated below:
 - (i) for *Change Orders* not covered by allowances, the *Contractor's* overhead and profit and supervision shall be 10% on *Work* performed directly by the *Contractor*, and 5% on work performed by *Subcontractors*;
 - (ii) the *Subcontractor's* allowance for overhead and profit and supervision shall be 10% of the actual cost of all Change Orders attributed to the *Subcontractor's Work*, as determined by this paragraph;
 - (iii) where the *Change Order* involves the substitution of one type of *Product* for another the "actual cost" of the *Change Order*, whether credit or extra, shall be the net difference in the "actual cost" defined above.

GC 6.3 CHANGE DIRECTIVE

34. Subsection 6.3.7.1 is amended by adding the word “construction” before “personnel”, and after “personnel” adding: “[...] excluding administrative, clerical and supervisory personnel, and for only the portion of their time required for the Work attributable to the change.”
35. Section 6.3. is amended by adding the following new subsection after subsection 6.3.13:
- 6.3.14 all other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in overhead and profit calculated in accordance with the provisions of section 6.2.3 of GC6.2 CHANGE ORDER.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

36. Section 6.4 is amended by adding the following new subsection after subsection 6.4.4:
- 6.4.5 The *Contractor* acknowledges that it has inspected the *Place of the Work* for the physical conditions described in GC 6.4.1 and has disclosed its findings to the *Owner*. The *Contractor* agrees not to seek any increases in the *Contractor's* cost or time to perform the *Work* in respect of any conditions that were or ought to have been discovered upon reasonable inspection by the *Contractor* prior to the date of the *Contract*.

GC 6.5 DELAYS

37. Subsection 6.5.4 is amended by adding the following at the end of the subsection: “[...]. No claim for additional time arising from a delay will be applicable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

38. Subsection 6.6.5 is amended by adding the following at the end of the subsection: “[...]. No claim for additional payment arising from a delay will be payable to the *Contractor* unless the *Contractor* has prepared, or caused to be prepared, records of all *Work* and the costs of the *Work*, on a daily basis as the *Work* proceeds, and submits such records in support of the claim.”

PART 7 DEFAULT NOTICE

GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

39. Subsection 7.2.3.1. is deleted in its entirety.

PART 8 DISPUTE RESOLUTIONS

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

40. Section 8.2 is deleted in its entirety and replaced with the following:

8.2.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this *Contract* or related to this *Contract* ("Dispute") using the dispute resolution procedures set out in this section.

Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may, by delivery of written notice to the other party, refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation in the metro Vancouver area.

PART 9 - PROTECTION OF PERSONS AND PROPERTY

G.C. 9.1 PROTECTION OF WORK AND PROPERTY

41. Section 9.1 is amended by adding the following new subsection after subsection 9.1.4:

9.1.5 In the event of a delay or shut down which results in a stoppage of the Work, the Contractor shall take all reasonable steps to protect the Work for the entire period of the delay or shut down. The cost of such protection shall be paid as follows:

- (a) if under 6.5.1, or 6.5.2, the Owner will pay,
- (b) if under 6.5.3, the Contractor will pay.

PART 11 – INSURANCE AND CONTRACT SECURITY

G.C. 11.1 INSURANCE

42. Section 11.1 is deleted in its entirety and replaced with the following:

11.1.1 The *Contractor* shall, without limiting its obligations or liabilities under this *Contract* or otherwise, and at its own expense, provide and maintain for the duration of the *Contract Time* and the applicable warranty period, insurance policies in the following forms and amounts:

- (a) **commercial general liability** insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the *Work* or operations of the *Contractor*, its employees and agents;
- (b) **automobile liability** insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) **all risk contractors equipment or property** insurance covering all equipment owned or operated by the Contractor or its agents or employees for the performance of the Work, for all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.
- (d) **builders risk and wrap up** liability for the value of the project for 24 months completed operations. The Contractor is responsible to pay for the premiums and

deductible amounts to cover all risks of loss or damage with coverage in such amounts and on such terms as to allow for immediate replacement.

11.1.2 All insurance policies required under this *Contract* must:

- (a) name the Owner and School District #43 Coquitlam as an additional insured;
- (b) be primary and not require the sharing of any loss by the Owner or any insurer of the Owner;
- (c) include cross liability and severability of interests clauses such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured;
- (d) include, but not be limited to: premises and operators liability, broad form products and completed operations, Owner's and Contractor's protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice;
- (e) be endorsed to provide the Owner with at least 30 days advanced written notice of cancellation or material change restricting coverage;
- (f) be issued by insurers licensed to conduct business in British Columbia.

11.1.3 In the event the insurance requirements specified in the City of Coquitlam Insurance Certificate Form—Construction, attached to the *Contract* differs from the requirements in section 11.1.1 above, then the provisions of the City of Coquitlam Insurance Certificate Form shall prevail.

11.1.4 The *Contractor* shall provide the *Owner* with evidence of the required insurance prior to commencement of the *Work* and as requested by the *Owner* from time to time.

PART 12 – INDEMNIFICATION, WAIVER OF CLAIMS, AND WARRANTIES

G.C. 12.1 INDEMNIFICATIONS

Section 12.1 is deleted in its entirety and replaced with the following:

- 12.1.1 The Contractor will indemnify and save harmless the *Owner*, its employees and agents, including the *Consultants*, from and against any and all losses, claims, damages, action, causes of action cost and expenses that the owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Contract*, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the *Contractor* pursuant to this *Contract*, excepting always liability arising out of the independent negligent acts of the *Owner*.
- 12.1.2 At the *Owner's* option, the *Contractor* shall, at his own expense, promptly assume the defense of any claim, suit or any other proceeding and promptly pay any and all costs that may be incurred by or against the *Owner*. The *Owner* may, as a condition precedent to any payment hereunder, require the *Contractor* to submit waivers or releases extinguishing all claims of any person, firm or corporation.
- 12.1.3 If any encumbrance be placed upon or obtained against the property comprising the site of the *Work*, or as a result of any such suit or proceeding, the *Contractor* shall forthwith cause the same to be discharged. In the event that the *Contractor* fails to remove the said encumbrance(s), the *Owner* may pay whatever monies are necessary to fully discharge these encumbrances and all of its cost in that regard may be deducted from monies otherwise payable to the *Contractor*.

GC 12.2 WAIVER OF CLAIMS

- 43. Subsections 12.2.3, 12.2.4, 12.2.5, 12.2.9 and 12.2.10 are deleted in their entirety and subsections 12.2.6, 12.2.7 and 12.2.8 renumbered accordingly.

GC 12.3 WARRANTY

- 44. Subsections 12.3.1 and 12.3.6 are deleted in their entirety. Subsection 12.3.1 is replaced with the following:
 - 12.3.1 The warranty period under the *Contract* is one year from the date on which final certificate of payment is issued by the *Owner* under subsection 5.7.3.
- 45. Subsection 12.3.3 is deleted and replaced with the following:
 - 12.3.3 The Owner, through the Consultant, shall promptly give the Contractor Notice in Writing of observed defects and deficiencies which occur during the one year warranty period, which Notice in Writing may specify the time within which

the defects or deficiencies must be rectified. Defects or deficiencies shall include, but not be limited to, shrinkage, expansion and movement.

46. Subsection 12.3.4 is amended by adding the following at the end of the subsection:
“The *Contractor* shall make good all deficiencies within such time period as specified in the *Notice of Writing* provided under subsection 12.3.3 or, if no time period is specified, then within thirty (30) days from the end of the warranty period. It shall be understood that in effecting the replacement, the *Contractor* shall also bear all costs involved in removing or replacing adjacent affected materials that may be disturbed and which shall be required in the complete restoration of the original finish.”

47. Subsection 12.3 is amended by adding the following new subsection after subsection 12.3.6:

12.3.7 Acceptance of the *Work* by the *Owner* does not relieve the *Contractor* from correcting deficiencies which are missed at the time of drawing up the list of deficiencies or from correcting hidden deficiencies which become apparent during the warranty period.

ADD THE FOLLOWING:

48. Standard Construction Document CCDC-2-2008 is further amended by adding the following new sections after Section 12:

PART 13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

13.1 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 13.1.1 All documents submitted to the *Owner* will be in the custody or control of, or become the property of, the *Owner* and as such are subject to the *Freedom of Information and Protection of Privacy Act* (B.C.) and may be disclosed pursuant to that Act or otherwise required by law.

PART 14 CONFIDENTIALITY

14.1 CONFIDENTIALITY

- 14.1.1 Except as provided for by law or otherwise permitted or required pursuant to this *Contract* (including, without limitation, section 13.1), the *Owner* and the *Contractor* will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the *Owner* and the *Contractor* as a result of the provision of the goods or performance of the services under this *Contract*, and will not, without the prior express written consent of the *Owner*, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either

before, during or after termination of this *Contract*, except as reasonably required to provide the goods or complete the services.

14.1.2 The *Contractor* shall return to the *Owner* all of the *Owner's* property at the completion of the *Contract*, including any and all copies or originals of reports provided by the *Owner*.

14.1.3 The *Contractor* shall not publish any statement, paper, photograph or document, or hold any ceremony with respect to the *Contract* or the *Work* performed under the *Contract* without the prior written approval of the *Owner*, which approval shall not be withheld unreasonably.

PART 15 SEVERABILITY

15.1 SEVERABILITY

15.1 Any provision of this *Contract* which is found to be illegal, invalid, void, prohibited or unenforceable will be:

(a) separate and severable from this *Contract*; and

(b) ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability without affecting any of the remaining provisions of this *Contract*, which will remain in force, be binding upon the parties and be enforceable to the fullest extent of the law.

**END OF Appendix D - City of Coquitlam's Supplementary General Conditions to the
CCDC2-2008**



City of Coquitlam

REQUEST FOR PROPOSALS

RFP No. 22-032

Poirier Library Flooring

Proposals will be received on or before 2:00 pm local time on

Thursday, April 07, 2022

(Closing Date and Time)

INSTRUCTIONS FOR PROPOSAL SUBMISSION

Proposal submissions are to be consolidated into one PDF file and uploaded through QFile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the "Subject Field" enter: RFP Number and Name

2. Add files in .pdf format and "Send"

(Ensure your web browser remains open until you receive 2 emails from QFile to confirm upload is complete.)

Proponents are responsible to allow ample time to complete the Proposal Submission process. If assistance is required phone 604-927-3037.

| | |
|---------------------------------|--|
| Legal Name of Proponent | |
| Contact Person and Title | |
| Business Address | |
| Telephone | |
| Email Address | |

1. DEPARTURES AND AWARD

a) **CONTRACT** - I/We have reviewed the City's [Standard Terms and Conditions - Purchase of Goods and Services](#) and would be prepared to enter into in an agreement that incorporates the City's Stand Terms and Conditions, amended by the following departures (list, if any):

| Section | Requested Departure(s) / Alternative(s) |
|---------|---|
| | |

b) **SERVICES** - I/We have reviewed the Scope of Services as described in this RFP and are prepared to meet those requirements, amended by the following departures and additions (list, if any):

| Requirements – Requested Departure(s) / Alternate(s) / Addition(s) |
|--|
| |

c) **AWARD** - For eligibility of award, the City requires the succesful Proponent to complete and have the following in place before providing the Goods and Services.

| | |
|---|---|
| i. WCB - WorkSafe BC coverage in goodstanding and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided: | WCB Registration Number: |
| ii. Prime Contractor - Acceptance of Prime Contractor Designation for the Services: Prime Contractor Designation Form | Qualified Coordinator: Contact Number: |
| iii. Insurance – Provide Insurance coverage as per the City's Standard Insurance Form | |
| iv. Vendor Info - Complete and return the City's Vendor Profile and Electronic Funds Transfer Application (PDF) | |
| v. Business License - A City of Coquitlam or Tri Cities Intermunicipal Business License | |
| vi. Contract – Acceptance of the City Contract using the CCDC 2-2008 document and the City's Supplementary Conditions to CCDC 2 - 2008 | |
| As of the date of this Proposal, we advise that we have the ability to meet all of the above requirements except as follows (list, if any): | |
| | |

2.

MANDATORY REQUIREMENTS

| | |
|---|-----------------------------|
| a) Does Proponent have a company Vaccination Policy? | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Yes, please attach a copy to your Proposal Submission | |
| b) Proponent confirms only verified fully vaccinated employees will perform the Services as per this RFP: | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c) Proponent to state what methods will be used to ensure compliance to this Mandatory Requirement? | |
| | |
| d) All personal information collected will be held in confidence by the City. All information collected is under s. 26(c) of the Freedom of Information and Protection of Privacy Act. | |
| Understood: | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |

3. CORPORATE

| | |
|---|---|
| a) CAPABILITIES, CAPACITY AND RESOURCES - Proponents to provide information on the following (use the spaces provided and/or attach additional pages, if necessary): | |
| i. | Structure of the Proponent, background, how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.): |
| | |
| ii. | Proponent is to state relevant experience and qualifications as to the Services requested in the RFP: |
| | |
| iii. | Proponent is to provide a narrative as to their demonstrated ability to provide the Services requested in the RFP : |
| | |
| iv. | Proponent is describe their capabilities, resources and capacities, as relevant to the Services requested in the RFP: This includes their capacity to take on this project in regards to other work the Proponent may have ongoing: |
| | |

| b) REFERENCES – Proponent shall be competent and capable of performing the Services requested and successfully delivered service contracts of similar size, scope and complexity. The City reserves the right to contact any person(s), agency(ies) or firm(s) not listed as part of an independent review (use the spaces provided and/or attach additional pages, if necessary): | |
|---|---------|
| Reference No. 1 | |
| Description of Contract | |
| Size and Scope | |
| Work Performed | |
| Start Date | |
| End Date | |
| Contract Value | |
| Project completed on budget | |
| Project completed on schedule | |
| Reference Information | Company |
| | Name: |

| | |
|--|----------------|
| | Phone Number: |
| | Email Address: |

| Reference No. 2 | |
|-------------------------------|----------------|
| Description of Contract | |
| Size and Scope | |
| Work Performed | |
| Start Date | |
| End Date | |
| Contract Value | |
| Project completed on budget | |
| Project completed on schedule | |
| Reference Information | Company |
| | Name: |
| | Phone Number: |
| | Email Address: |

| Reference No. 3 | |
|-------------------------------|----------------|
| Description of Contract | |
| Size and Scope | |
| Work Performed | |
| Start Date | |
| End Date | |
| Contract Value | |
| Project completed on budget | |
| Project completed on schedule | |
| Reference Information | Company |
| | Name: |
| | Phone Number: |
| | Email Address: |

c) SUB-CONTRACTORS - The following Sub-contractors will be utilized in provision of the Services and will comply with all the terms and conditions of this RFP. No changes, additions or deletions are to be made to these subcontractors without the City's written approval:

| Sub-Contractor No. 1 | |
|----------------------------------|----------------|
| Legal Name | |
| Trade/Services Performed | |
| Background and Experience | |
| Contact Information | Name: |
| | Phone Number: |
| | Email Address: |

| Sub-Contractor No. 2 | |
|----------------------------------|----------------|
| Legal Name | |
| Trade/Services Performed | |
| Background and Experience | |
| Contact Information | Name: |
| | Phone Number: |
| | Email Address: |

d) **SUPPLIERS** The Proponent proposes to supply the various products for the Work from the following suppliers (use the spaces provided and/or attach additional pages, if necessary):

| LINE ITEM | PRODUCT | MANUFACTURER | SUPPLIER |
|-----------|---------|--------------|----------|
| i. | | | |
| ii. | | | |
| iii. | | | |

e) HEALTH AND SAFETY

I. Confirm the Proponent has a written safety program in place that meets the requirements of WorkSafeBC?

☐ Yes

☐ No

II. Is your company COR (Certificate of Recognition) certified with respect to WorkSafeBC?

☐ Yes

☐ No

III. Proponent is to state how they would address site safety requirements on this project with respect to COVID-19:

4. TECHNICAL

a) APPROACH and METHODOLOGY

Summarize the key features of your Proposal and the Technical Approach to be used. Provide a brief description the various components required for successful completion of the Work.

I. Delivery, Set-Up and Execution - Proposals should address the plan for the delivery, set up and execution of the Work; as well as the disposal, recycle or reuse for the surplus materials. Include any safety and pedestrian control measures.

II. Quality Assurance - Provide the measures the Proponent will use to maintain quality control for the Services being performed.

III. Risk Factors - Describe the risk factors anticipated and how the Proponent intends to mitigate these.

IV. Safety - Proponent is to state how they will address safety on the Work site.

V. Disposal and Recycling –: Provide details on all disposal and recycling including location.

b) Completion Date

IV. The Proponent states that they are available and ready to start this Work and confirms the Work shall be completed on or before **June 30, 2022**. This date will be an important consideration in the evaluation.

☐ **Yes**

☐ **No**

V. If Proponent has stated NO, please state date and explanation as to proposed completion date:

c) State product information and MSDS sheets Proponent is proposing (attached specification sheets if necessary):

5. FINANCIAL

a) PRICE - Prices proposed are to be all inclusive; therefore, include all labour, material, tools, equipment, transportation, fuel, supervision, disposal fees, permit fees and any other items required for provision of the services (exclude GST):

| ITEM | SCOPE OF WORK | PRICE (exclude GST) |
|------|----------------------------|---------------------|
| i. | Carpet Tile | \$ |
| ii. | Vinyl + Rubber Base | \$ |
| iii. | Other not Listed: | \$ |
| iv. | Other not Listed: | \$ |
| v. | Total (exclude GST) | \$ |

b) VALUE ADD

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City

c) SUSTAINABLE BENEFITS AND SOCIAL RESPONSIBILITY

a) Describe all initiatives, policies, programs and product choices that illustrate your firm's efforts towards sustainable practices and environment responsibility in providing the services that would benefit the City

b) What policies does your organization have for hiring apprentices, indigenous peoples, recent immigrants, veterans, young people, women, and people with disabilities:

c) What policies does your organization have for the procurement of goods and services from local small and medium sized business or social enterprises:

Attention Purchasing Manager:

6. **I/We, the undersigned duly authorized representative of the Proponent**, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City's website www.coquitlam.ca/Bid-Opportunities, and having full knowledge of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions connected to performing the Services, submit this Proposal in response to the RFP.
7. **I/We** agree to the rules of participation outlined in the [Instructions to Proponents](#) and should our Proposal be selected, agree to the City's [Standard Terms and Conditions - Purchase of Goods and Services](#) and will accept the City's Contract as defined within this RFP document.
8. **I/We confirm** that, if I/we am/are awarded the Agreement, I/we will at all times be the "Prime Contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another contractor at the place(s) of the Services has been designated as the "Prime Contractor", I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.
9. **I/We acknowledge** receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal.

| Addendum No. | Date Issued |
|--------------|-------------|
| | |
| | |
| | |

This Proposal is submitted this ____ day of _____, 20____.

I/We have the authority to sign on behalf of the Proponent and have duly read all documents.

| | | |
|---|----|--|
| Name of Proponent | | |
| Signature(s) of Authorized Signatory(ies) | 1. | |
| | 2. | |
| Print Name(s) and Position(s) of Authorized Signatory(ies) | 1. | |
| | 2. | |