



## **INVITATIONAL REQUEST FOR PROPOSALS**

### **Stewart 2022 Building Painting**

**CLOSING DATE AND TIME: July 15, 2022 2:00 pm local time**

#### **I. QUESTIONS REGARDING THIS INVITATIONAL RFP**

Questions regarding this Request for Proposal (RFP) must be submitted in email to the Project Contact:

Rick Collins

Email: [rcollins@urbansystems.ca](mailto:rcollins@urbansystems.ca)

Questions must be received no later than July 15, 2022 **at 10:00 a.m. Local Time**. Questions received later than this stated time and date may not be acknowledged or answered.

#### **II. SUBMISSION LOCATION**

**Send the Proposal to the following email address [rcollins@urbansystems.ca](mailto:rcollins@urbansystems.ca).** PDF format is required.

Emails must have the text "Stewart 2022 Building Painting" in the subject line. Proponents are suggested to request a "Read Receipt" as part of the email for verification of receipt of the Proposal.

Late submissions will not be accepted or considered. The District and Urban Systems Ltd. take no responsibility for submissions that are not properly received.

#### **III. REQUEST FOR PROPOSAL DETAILS**

##### **1. Introduction**

This invitational Request for Proposal (RFP) is being issued by the District of Stewart who is soliciting proposals from Proponents to complete the work outlined in Schedule 'A' – Scope of Work.

Proponents must demonstrate not only a technical understanding of the process but also a commitment to superior service levels and a fixed construction schedule.

Proponents must demonstrate compliance with all applicable bylaws and regulations of the District of Stewart and all applicable laws of the Province of British Columbia and the Government of Canada.

## **2. Examination of Proposal Documents and Work Site(s)**

It is the responsibility of the Proponent to examine the Proposal Documents and work site(s). The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the District.

## **3. Addenda**

A Proponent must immediately notify the RFP contact if they find discrepancies or omissions in the RFP, or if they have any doubt as to the meaning or intent of any part of this Proposal. Every request for an interpretation shall be made in writing and addressed and forwarded to the consultant.

Addenda may be issued up to 48 hours prior to the Closing Date and Time. After this time the RFP will be considered complete and no further Addenda will be issued.

## **4. Submittal Information**

The District may modify the RFP before the proposal due date. Proponents will be updated via email, through the form of an addendum, on any updated information. Receipt of all addenda must be acknowledged in submitted Proposals.

Each Proposal must include the information set for in Section 5 - Proposal Requirements and address the criteria by which the proposal will be evaluated and ranked, as set forth in Section 6 – Proposal Evaluation.

Proponents responding to this RFP do so solely at their expense. The District is not responsible for the bidder's expenses associated with responding to this RFP.

This is an RFP and is not a tender call. This RFP is an invitation to treat. It is not an offer. The District does not intend for this RFP to create any obligations between the District and any Proponent and no contractual, tort, or other legal obligation of any kind is created or imposed on the District by this RFP or by the submission of any Proposal or by consideration of, or failure or refusal to consider, any Proposal by the District.

No contractual or other legal obligations will be created between the District and any Proponent until and unless a written Agreement is executed between the District and a Proponent for the provision of the contracted services.

## **5. Proposal Requirements**

Proposal shall include, at a minimum, the following items:

- Completed Schedule 'B' – Contractor Information
- Completed Schedule 'C' – Price
- Proponent may provide supporting material that it believes will assist the Selection Committee in the decision process. Only relevant information should be submitted.

## **6. Proposal Evaluation**

The criteria for evaluation of the Proposals will be based on the following table:

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Item	Scoring
Cost for services	60
Value of proposed products (e.g. durability and quality of product compared to cost)	10
Commitment to construction schedule	10
Qualifications	20
Total	100

The lowest or any Proposal will not necessarily be accepted, rather be analyzed to determine best overall value. Proposals will not be evaluated in public.

### 7. Request for Proposals Timeline

The RFP process will follow the timeline as outlined below:

RFP Posting	May 16, 2022
Release Final Addenda	May 27, 2022, 2:00 pm
Proposal Deadline (extended)	July 15, 2022, 2:00 pm
Award Contract	July 18, 2022, 2:00 pm
Completion of Work	As scheduled between Contractor and District sometime between July 21, 2022 to August 31, 2022

### 8. Payment Terms

Invoices are to be remitted on a monthly basis no later than the 15 day of the following month based on actual quantities of work performed and calculated based on the unit rates provided in Schedule C. A detailed report of completed items itemized by category is to be submitted in conjunction with the invoice. The first invoice will require a WorkSafe BC Clearance letter; all following invoices will additionally require a statutory declaration.

### 9. Miscellaneous

The District reserves the right to:

- Seek clarifications of each Proposal;
- Negotiate a final contract that is in the best interests of the District;
- Reject any or all Proposals or cancel this RFP at any time;
- Award the contract to any Proponent based on the evaluation criteria set forth in this RFP;
- Waive minor informalities contained in any Proposal, when, in the District's sole judgment, it is in the District's best interest to do so;
- Request any additional information the District deems reasonably necessary to allow District to evaluate, rank and select the most qualified Proponent to perform the services described in this RFP; and
- Negotiate adding additional products and/or services to the contract with the selected Proponent.

## 10. Contract Award

Upon award of contract, the District and the successful proponent must sign the attached Form of Agreement included in Appendix A.

### Schedule 'A' – Scope of Work

The District is requesting Proposals from Proponents for the following:

- General contractor services and coordination of all subcontractors, if required;
- Painting the exterior of the Old Firehall (603 Columbia St.) and the Government Building (703 Brightwell Street, Stewart, B.C.). This will include the stucco and wood surfaces of the walls, facia, soffit and building trim. The Old Firehall painting is to include the adjacent carport that covers the fire truck.
- Painting the exterior of the Old Pool Building. This will include all exterior wall surfaces that are currently painted white and any painted trim.
- Perform work after clearance of sequence of operation by the District in a manner to minimize disruptions to Government Building operations.
- A schedule of work to occur within the period of June 6 and August 31, 2022.
- All bare exterior wood is to be primed using one coat exterior Alkyd primer.
- All exterior wood shall be finished with two coats of exterior acrylic latex
- Apply additional paint coating where undercoats, stains, or other conditions show through paint film, until uniform finish color is achieved.
- Employ premium quality paint. Deliver products to project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- Paint colours of the Government Building to match the existing paint colours of the walls, trim and soffit respectively
- Paint colours of the Old Firehall to be selected by the District through review with the successful proponent.
- Paint colours for the painting of the Old Pool Building shall be shades that closely matches the existing paint.
- Paint will be supplied based on the quantity estimated by the Contractor.
- Deliver materials to the work site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and other identifying information. Store materials in tightly closed containers in a well-ventilated area.
- Complete scraping or washing of existing surface finish, wherever deemed necessary for removal of the existing loose finish and for proper application of new paint.
- The area to be painted shall be free from dust, dirt or any other loose matter. Take precautions and provide approved protection to electric fixtures and devices including light fixtures, power receptacles, etc. to avoid damage.
- The Contractor will ensure that any unpainted surface or surface requiring priming is properly primed before painting, using a primer suited to both the material being primed and the type of paint to be used.

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- Keep work and storage area neat and orderly. Clean worksite and remove waste daily. Follow MSDS directions to ensure workers and work areas are protected from fire and health hazards resulting from handling, mixing and application of paints used for this work.
- The carrying out of minor repairs (filling small holes in the wood and similar duties expected when painting these types of building) will be included in the price. Any needed work beyond those minor repairs must be reviewed by the District to determine the best repair method. If the Contractor is engaged to complete more than just minor repairs the additional cost of that additional work will be negotiated between the District and the Contractor before that additional work is completed. Carrying out additional work prior to written approval from the District is not allowed and may result in no payment by the District for that additional work.
- The Contractor will ensure that all painting is done only when the surfaces to be painted are thoroughly dry, when no rain is anticipated before the applied paint will dry. Perform work during climatic conditions that are suitable for application of the exterior paint. Follow manufacturer's recommendations for temperature, humidity and dust.
- The Contractor will follow all manufacturer's requirements in the installation of these materials, so as to keep the manufacturer's warranty in full force.
- The Contractor will ensure that the finish coat of paint is applied to an even finish, completely covering all areas to be painted, and that all drips, spills, splatters, or overspray are cleaned immediately from areas not intended to be painted.
- Paint vent pipes, exhaust pipes or other surfaces that have been painted in the past. No need to paint gutters and downspouts.
- Use waterproof materials such as plastic sheets and masking tapes for protection of items/surfaces not to be painted. Clean glue or painting marks from protected surfaces after completion of painting. Use approved materials and methods for cleaning to avoid damage and discoloration.
- Notify District if any item/surface is damaged during the process of cleaning. Replace, if required, to maintain the original finish and function of the item.

### **Contractor's Obligations**

Contractor shall:

- Accept Prime Contractor responsibilities and meet minimum requirements of the Occupational Health and Safety regulation and other relevant regulations;
- Guarantee a one-year warranty period in writing for all completed work by the Contractor and their subcontractors.
- Provide documentation as required or requested;
- Be responsible for any permits required;
- Coordinate activities with the District; and
- The Contractor shall perform their duties and complete the work with due skill, care and diligence. Failure to complete the required works within the work schedule will incur a deduction of any monies owing to the contractor for the work. A cost of \$150 per week will be applied until construction has been completed.

Photos of Firehall





## Stewart 2022 Building Painting



## Stewart 2022 Building Painting





## Stewart 2022 Building Painting



## Stewart 2022 Building Painting





## Stewart 2022 Building Painting

### Photos of Government Building







## Stewart 2022 Building Painting





Photos of Old Pool Building





Stewart 2022 Building Painting





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### Schedule 'B' – Contractor Information (To be included as part of the Proponent's submission)

#### Prime Contractor:

Contact:		Company Name:	
Phone:		Email (optional):	
Address:			

Superintendent Name:	
Superintendent Years of Relevant Experience:	

#### Description of Similar Work Scope Previously Performed:

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#### Subcontractor Information:

Company Name:	
Subcontractor Trade:	

Company Name:	
Subcontractor Trade:	

- ☐ Check box to confirm the Prime Contractor has appropriate insurance.  
The Proponent must carry comprehensive general liability insurance, covering third party liability claims, providing coverage for death, bodily injury, property loss and damage, arising out of or in connection with the scope of work in an amount not less than \$2,000,000 per occurrence. All applicable policies must name the District of Stewart as an additional insured. Proof of insurance will be required from the successful Proponent.
- ☐ Check box to confirm Prime Contractor is able to provide proof of coverage by Workers' Compensation Insurance or exemption prior to Contract signing.
- ☐ Check box to confirm Prime Contractor is licensed to work in the Province of British Columbia.

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### Schedule 'C' – Price (To be included as part of the Proponent's submission)

A cost summary table has been provided below for the contractor to fill out. This will be used for the terms of the contract.

Item	Amount
Painting of exterior walls and trim (including patching and priming) of buildings	
Taxes	
Total	

The Contractor must include product information sheets as part of their proposal (e.g. specification sheets for paint and primer).

Price shall be inclusive to all equipment, labour, and material costs to complete the work, and include all applicable taxes.

**Include with your proposal package any addenda related to this project. Please date and initial all addenda.**

Confirmation of proposal submission by its authorized signatory:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Proponent accepts all terms and conditions contained in the Stewart 2022 Building Painting Invitational Request for Proposal and associated acceptance of bid for services. This Proposal shall be valid for 30 days after the submission deadline.

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## **Appendix A – Form of Agreement**

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BETWEEN OWNER AND CONTRACTOR

This agreement made in duplicate this

day of

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(DATE)

---

(MONTH)

---

(YEAR)

Contract:

**Stewart 2022 Building Painting**

Reference No.

BETWEEN

the District of Stewart

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("the Owner")

and

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("the Contractor")

The Owner and the Contractor agree as follows:

The Work Start/ Completion Dates	1.1	The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents.
	1.2	The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the dates indicated in the Request for Proposal.
	1.3	Time shall be of the essence of the Contract.
Contract Documents	2.1	The "Contract Documents" consist of the documents listed in schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.
	2.2	The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.
Contract Price	3.1	The price for the Work ("Contract Price") shall be the sum in Canadian dollars of the following:
	3.1.1	any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
	3.2	The Contract Price shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.
Payment	4.1	Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payments to the Contractor.
	4.2	If the Owner fails to make payments to the Contractor as they become due in accordance with the terms of the Contract Documents then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts



shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

## Rights and Remedies

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

## Notices

- 6.1 Communications among the Owner and the Contractor, including all written notices required by the Contract Documents, may be delivered by hand or by pre-paid registered mail to the addresses as set out below:

The Owner: District of Stewart

\_\_\_\_\_  
(NAME OF OWNER)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_

The Contractor: \_\_\_\_\_

\_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ADDRESS)

Fax: \_\_\_\_\_

Attention: \_\_\_\_\_  
\_\_\_\_\_

- 6.2 A communication or notice that is addressed as above shall be considered to have been received:
- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent by fax and received in hard copy; or
- 6.2.3 after 5 Days from date of posting if sent by registered mail.
- 6.3 The Owner or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the Owner will give or cause to be given written notice to the Contractor.

**Article 1    General**

- 6.4      The sender of a notice by fax assumes all risk that the fax is received in hard copy.
- 7.1      This Contract shall be construed according to the laws of British Columbia.
- 7.2      The Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract.
- 7.3      The headings included in the Contract Documents are for convenience only and do not form part of this Contract and will not be used to interpret, define or limit the scope or intent of this Contract or any of the provisions of the Contract Documents.
- 7.4      A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 7.5      This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

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(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

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(AUTHORIZED SIGNATORY)

Owner:

District of Stewart

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(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

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(AUTHORIZED SIGNATORY)

**Schedule 1    Schedule of  
Contract  
Documents**

The following is an exact and complete list of the Contract Documents, as referred to in Article 2.1 of the Agreement.

1.      Invitational Request For Proposals Including Appendices
2.      Contractor's Proposal Response
3.      The following Addenda:

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(ADDENDA, IF ANY)