



The Board of Education of School District No. 83
(North Okanagan-Shuswap)

REQUEST FOR QUOTATION

SD 83 Operations Department

Lift Maintenance Services 2018

Quotation Closing Date and time:

June 22nd, 2018

12:00 PM

Location

5911 Auto Road SE

Salmon Arm BC, V1E 2X2

(No awards will be made at this time.)

TABLE OF CONTENTS

- I Instructions to Vendors**
 - A. Scope
 - B. Quotation Process
 - C. Evaluation of Quotations and Awards

- II Specifications**
 - A. General
 - B. Lift Maintenance Services – Scope of Work
 - C. Indemnity, Release, Insurance and Security
 - D. Default and Termination
 - E. Integration

- III Attachments**
 - Attachment #1: Signature Sheet
 - Attachment #2: Quotation
 - Attachment #3: Lift/Elevator List
 - Attachment #4: References

I. INSTRUCTIONS TO VENDORS

A. Scope

The Board of Education of School District No. 83 (North Okanagan-Shuswap) is requesting Quotations for **Lift Maintenance Services**.

Lift Maintenance Quotation may be downloaded from the School District website at:
www.sd83.bc.ca

B. Quotation Process

1. Quotation must be prepared in compliance with provisions of this RFQ (Request for Quotation). Failure to comply with all provisions of this RFQ may result in disqualification of the Quotation.
2. Quotations must be received by **12:00 PM local time on June 22nd, 2018**. Electronic versions of Quotations are encouraged and can be emailed to sbennett@sd83.bc.ca

Quotation Package must include the following:

- Signature Sheet (Attachment #1)
- Quotation (Attachment #2)
- Lift / Elevator List (Attachment #3)
- References (Attachment #4)
- Certificate(s) of Insurance
- Criminal Record Check

Any Quotation received after the time stipulated will not be considered, but will be recorded, filed and shall remain sealed.

3. Address and deliver quotations to:

The Board of Education of School District No. 83 (North Okanagan-Shuswap)
Attention: Steve Bennett, Director of Operations
5911 Auto Road SE,
Salmon Arm, BC V1E 2X2

4. Quotations will not be opened publicly.
5. There will be no pre-quotation conference. Before submitting a Quotation, each Vendor shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services.
6. Failure to make such investigations and examinations shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFQ; nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
7. Inquiries regarding the specifications of this RFQ will be accepted via email or phone to:

8. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, they shall immediately email the above noted of such error and request modification or clarification of the document. Modifications will be made by issuing a revision and notice will be given to all parties who have expressed interest in this RFQ. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFQ prior to submitting the proposal or it shall be deemed waived.
9. Products and services which are not specifically requested in this RFQ, but which are necessary to provide the functional capabilities proposed by the Vendor, shall be included in the proposal.
10. No allowance will be made after Quotations are received and opened for oversight, omission, error or mistake by the Vendor.
11. All Quotations and any accompanying documents become the property of The Board of Education of School District No. 83 (North Okanagan-Shuswap) and will not be returned.
12. The Board of Education of School District No. 83 (North Okanagan-Shuswap) will not be liable in any way for any costs incurred by Vendors in the preparation of their Quotations in response to this RFQ; nor for the presentation of their Quotations and/or participation in any discussions or negotiations.
13. The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to withdraw this RFQ at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
14. Receipt of Quotation materials by The Board of Education of School District No. 83 (North Okanagan-Shuswap) or submission of a Quotation offers no rights nor obligations in any manner against The Board of Education of School District No. 83 (North Okanagan-Shuswap).
15. The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to waive minor irregularities in Quotations. Any such waiver shall not modify any remaining RFQ requirements or excuse the Vendor from full compliance with the RFQ, specifications and other contract requirements, if the Vendor is awarded the contract.
16. Submitted Quotation must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.
17. All Quotations shall be a matter of public record subject to the provisions of The Board of Education of School District No. 83 (North Okanagan-Shuswap).

C. Evaluation of Quotations and Awards

1. The Board of Education of School District No. 83 (North Okanagan-Shuswap), at its sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service. In determining whether a Vendor possess the basic qualifications to operate, The Board of Education of School District No. 83 (North Okanagan-Shuswap) may consider, but not limited to, the following:
 - Vendor's general reputation for performance and service.
 - Vendor's longevity of service (number of years) and previous experience with school facilities.
 - Years of continuous business.
 - Vendor's financial condition.
 - Vendor's equipment inventory.
2. Quotations will first be examined to eliminate those that are clearly non-responsive to stated requirements.
3. Award shall be made to the most responsible Vendor whose proposal is determined to be the most advantageous to The Board of Education of School District No. 83 (North Okanagan-Shuswap), taking into consideration the terms and conditions set forth in this RFQ. A valid and enforceable contract exists when an agreement is fully executed.
4. The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to accept or reject in part or in whole any and all Quotations submitted. This contract may be broken into separate contracts (one for each property location or a combination of property locations).
5. The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to request in writing, clarifications or corrections to Quotations. Clarifications or corrections shall not alter the Vendor's price contained in the Quotation cost.
6. The Board of Education of School District No.83 (North Okanagan-Shuswap) reserves the right to negotiate further with the successful vendor. The content of the RFQ and the successful Vendor's quote(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
7. By submission of Quotations pursuant to this RFQ, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFQ or subsequently during the selection process.
8. A proposal in response to an RFQ is an offer to contract with The Board of Education of School District No. 83 (North Okanagan-Shuswap) based upon the terms, conditions, and scope of work and specifications contained in the RFQ.
9. All Vendors, by submitting Quotations, agree that they have read and are familiar with all the terms and conditions of the RFQ and will abide by the terms and conditions thereof.

10. The Board of Education of School District No. 83 (North Okanagan-Shuswap) has the right to use, as determined to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFQ, the Quotation and the contract.
11. Vendors must submit Quotations that are complete, thorough and accurate. Brochures and other similar material may be attached to the Quotation.
12. All Quotations must be valid for 60 days from the Quotation submission date.

II. SPECIFICATIONS

A. General

Specifications are intended to define the level of quality and performance of the requested equipment. All variations from the specified items shall be fully explained and included with the Quotation. Manufacturer names and manufacturer product numbers, where applicable, shall be used in all cases. All prices quoted shall be on a combination of either/or per event or per hour basis. The determination of the Quotation Evaluation Committee as to what alternates are equal shall be final and conclusive.

Each Quotation shall include:

- Signature Sheet (Attachment #1) use as a cover page
- Quotation (Attachment #2)
- Lift / Elevator List (Attachment #3)
- Certificate(s) of Insurance – to be provided by successful Vendor

B. Lift Maintenance Services – Scope of Work

The Board of Education of School District No. 83 (North Okanagan-Shuswap) seeks to accomplish the following objectives for this lift maintenance services contract:

- To satisfactorily perform all lift maintenance services required for the equipment specified herein, in the manner, and at the frequencies set forth in the following specifications. (Attachment 3)
- Develop and establish service levels that are satisfactory to The Board of Education of School District No. 83 (North Okanagan-Shuswap) and in compliance with governing bodies like BC Safety Authority, and others.
- Develop a reporting system that protects the properties, employees and clients of The Board of Education of School District No. 83 (North Okanagan-Shuswap).
- Develop a long term, positive working partnership with the contractor and its employees.

Scope of Work:

1. Service and maintain all lifts owned and operated by The Board of Education of School District No. 83 (North Okanagan-shuswap).
2. It is the responsibility of the Contractor to abide by, and have knowledge of all local authority bylaws and regulations. It is the Contractors responsibility to apply to the local authorities for any exceptions to these bylaws and regulations, and submit copies of approved exceptions to The Board of Education of School District No. 83 (North Okanagan-Shuswap) Operations Manager.
3. Contractor's Employees will conduct themselves in a manner appropriate for a school setting. No swearing, cursing, or inappropriate comments made while on school sites.
4. Under no circumstances shall there be alcohol or alcohol containers on school sites or in the Contractors vehicles.
5. Smoking is illegal and not permitted on school grounds. The Contractor shall ensure all employees observe this law.
6. The Contractor shall provide The Board of Education of School District No. 83 (North Okanagan-Shuswap) with a means of immediate communication regarding site completion, emergencies or any other occasion that may arise. A cellular phone or pager number of the person(s) responsible for managing this contract must be provided.
7. Absolutely none of the awarded work can be subcontracted to another firm without the expressed written consent of The Board of Education of School District No. 83 (North Okanagan-Shuswap) Operations Manager.

Term of Contract:

1. The contract award resulting from this Request for Quotation shall encompass three (3) years, commencing on **June 30, 2018** but may be renewed for two (2) additional years based on Owners request and approval of The Board of Education of School District No. 83 (North Okanagan-Shuswap).
2. If the above 2 year option is being exercised, it is The Board of Education of School District No. 83 (North Okanagan-Shuswap) Operations Manager intent to enter into agreement with the approved contractor prior to **June 30, 2021**.
3. Invoicing for all services shall be submitted on a monthly basis stating Purchase Order number, dates of services, locations and services provides.

Equipment & Safety:

1. The Contractor shall be responsible for providing and for placing signage, barricades, flag tape, and other equipment required to protect its employees. The safety of the Contractor's employees and the public is of prime concern to The Board of Education of School District No. 83 (North Okanagan-Shuswap), and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any vendor that has a history of safety problems or a high incidence of accidents will not be considered for this contract.
2. Any manufacturer installed safety equipment must not be modified, removed or rendered inoperable at any time.

C. Indemnity, Release, Insurance and Security

NOTE REQUIREMENTS – TO BE PROVIDED WITH QUOTATION SUBMISSION

- Business License for each applicable area.
 - WCB Number and current ***“Notice of Good Standing”***.
 - Proof of Liability Insurance (minimum \$2,000,000.00)
1. Evidence of Vendor Insurance Coverage. The Vendor shall provide The Board of Education of School District No. 83 (North Okanagan-Shuswap) at the time the Quotation being submitted, Certificates of Insurance and/or policies, as listed below:
 - a) Certificate of Liability Insurance properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.
 2. Insurance Requirements - during the performance and up to the date of final acceptance of the work, the Vendor must effect and maintain insurance hereafter listed below:
 - a) The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable WCB regulations.
 - b) The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - 1) Contractual Liability;
 - 2) Products and Completed Operations;
 - 3) Per contract aggregate.
 - c) The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d) The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: The Board of Education of School District No. 83 (North Okanagan-Shuswap), including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

3. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to The Board of Education of School District No. 83 (North Okanagan-Shuswap), Attention: Steve Bennett, 5911 Auto Road SE, Salmon Arm, BC.
4. If any of the above coverage's expires during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to the above at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless The Board of Education of School District No. 83 (North Okanagan-Shuswap), its officers, agents, and employees from:
 - a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c) The Board of Education of School District No. 83 (North Okanagan-Shuswap) will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the Vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
 - d) The Vendor shall reimburse The Board of Education of School District No. 83 (North Okanagan-Shuswap) any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.
6. **All persons** working under contract for the Board of Education of School District No. 83 (North Okanagan-Shuswap) must submit to, and be cleared by a **Criminal Record Check**. Each person shall fill out the required form and the Service provider shall submit those forms to the RCMP. When the CRC has been satisfactorily completed and the Board of Education of School District No. 83 (North Okanagan-Shuswap) is in receipt of the original CRC report, those individuals will be cleared to work on School District premises in fulfilling this contract.

Any person having been successfully cleared by a CRC for the Board of Education of School District No. 83 (North Okanagan-Shuswap) in the past 24 months needs only to advise the District.

The service provider shall be responsible for all costs related to the Criminal Record Check.

D. Default and Termination

In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, The Board of Education of School District No. 83 (North Okanagan-Shuswap) may notify the Vendor of such default in writing.

Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor, by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for The Board of Education of School District No. 83 (North Okanagan-Shuswap) in the case of notice by the Vendor.

Failure on the part of The Board of Education of School District No. 83 (North Okanagan-Shuswap) to notify the Vendor of default shall not be deemed a waiver. Rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.

Upon receipt of notice of default from The Board of Education of School District No. 83 (North Okanagan-Shuswap), the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction, The Board of Education of School District No. 83 (North Okanagan-Shuswap) shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability for damages sustained by virtue of any default by the Vendor.

The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event The Board of Education of School District No. 83 (North Okanagan-Shuswap) prevails, the Vendor shall pay all expenses of such action including attorney fees and costs at all stages of the litigation.

The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.

Termination of the Agreement by The Board of Education of School District No. 83 (North Okanagan-Shuswap) upon default by the vendor shall be sufficient grounds for the forfeiture of any bonds, if required, to be posted by the Vendor, and the bonds shall so specify.

E. Integration

All RFQ documents and addendum, Vendor's response to this RFQ, subsequent purchase orders, and contract with the successful Vendor contains the entire understanding between the parties.

III. ATTACHMENTS

Attachment #1 Signature Sheet

Attachment #2 Quotation

Attachment #3 Lift / Elevator List

Attachment #4 References

ATTACHMENT #1

SIGNATURE SHEET

The Board of Education of School District No. 83 (North Okanagan-Shuswap) Lift Maintenance Services

Due Date: **June 22nd, 2018**
12:00 p.m.

Location: 5911 Auto Road SE, Salmon Arm BC V1E 2X2
250-832-9415
sbennett@sd83.bc.ca
No awards will be made at this time.

NAME OF VENDOR

Name	_____
Business Name	_____
Address	_____

Telephone	_____
Fax	_____
Email Address	_____

AGREEMENTS

The undersigned understands that The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to reject any and all quotes and to waive informalities and irregularities in the Quotation.

The Board of Education of School District No. 83 (North Okanagan-Shuswap) also reserves the right to withhold quotes for a period of time (60 days) from Quotation opening date.

The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to accept or reject any or all Quotation in whole or in part, or to waive any informality therein. If in The Board of Education of School District No. 83 (North Okanagan-Shuswap)'s opinion it is in his/her best interest, the contract may be awarded to other than the lowest quote, for reason of establishing uniformity, delivery time, etc.

If award is made to us under this proposal, we agree to enter into an Agreement with The Board of Education of School District No. 83 (North Okanagan-Shuswap) to furnish products and/or services, in strict accordance with this Quotation, quotation documents and all pertinent portions of plans, drawings and specifications.

LEGAL STATUS OF AUTHORIZATION

1. Name, title, and signature of individual duly authorized to execute contracts:

Name

Title

Signature

HISTORY

Please provide a brief history of your company, including years in business, number of employees and any additional information that would be helpful in evaluating your Quotation.

ATTACHMENT #2

QUOTATION

Additional Services on a Per Hour Basis

Vendor is encouraged to list additional services. The Board of Education of School District No. 83 (North Okanagan-Shuswap) reserves the right to choose additional services at its discretion. Above pricing must be included with all quotes, regardless of additional options presented.

ATTACHMENT #3

Lift / Elevator LIST

	School	Address	Capacity	Speed	Gov #	Inspection
1	Shuswap Middle School Passenger Elevator	171 SE 30th Street Salmon Arm	2645 Lbs	100fps	18510	Monthly
2	Sullivan Campus Passenger Elevator	1641 NE 30th Street Salmon Arm	2500 Lbs	100fps	16689	Monthly
3	J.L. Jackson Passenger Elevator	551 NE 14th Street Salmon Arm	2500 Lbs	100fps	20865	Monthly
4	J.L. Jackson Wheelchair Lift	551 NE 14th Street Salmon Arm	450 Lbs	20fps	21140	Quarterly
5	Bastion Elementary Wheelchair Lift	2251 NE 12th Avenue Salmon Arm	450 lbs	20fps	11562	Quarterly
6	Lenwood Middle School Wheelchair Lift	3700 Patten Road Armstrong	450 Lbs	20fps	16599	Quarterly
7	Armstrong Elementary Wheelchair Lift	3010 Pleasant Valley Road Armstrong	1000 Lbs	30fps	15800	Quarterly
8	Eagle River School Wheelchair Lift #1	518 Main Street Sicamous	750 Lbs	16fps	19291	Quarterly
9	Eagle River School Wheelchair Lift #2	518 Main Street Sicamous	495 Lbs	20fps	19296	Quarterly
10	Sorrento School Wheelchair Lift	1135 Passchendaele Road Sorrento	500 Lbs	20fps	19077	Quarterly
11	District Education Support Centre Passenger Elevator	341 Shuswap Street SW Salmon Arm	2500 Lbs	100fps	29681	Monthly

ATTACHMENT #4

REFERENCES

REFERENCES: Attach the names of at least five references to your Quotation.

Name of Company: _____

Contact Person: _____ Phone No: _____

Name of Company: _____

Contact Person: _____ Phone No: _____

Name of Company: _____

Contact Person: _____ Phone No: _____

Name of Company: _____

Contact Person: _____ Phone No: _____

Name of Company: _____

Contact Person: _____ Phone No: _____