

REQUEST FOR PROPOSAL

DISTRICT OF LOGAN LAKE

**SUPPLY AND INSTALL CHAIN LINK FENCING AND GATES
AROUND JASPER RESERVOIR**

CONTRACT No. RFP-2024-08

August 2024

**Prepared by:
Mel Bohmer, Director of Public Works and Recreation**

**District of Logan Lake
Box 190, 1 Opal Drive
Logan Lake, BC V0K 1W0**



District of Logan Lake

REQUEST FOR PROPOSAL

SUPPLY PROJECT # : RFP-2024-08, Supply and Install Chain Link Fencing and Gates around Jasper Reservoir.

The District of Logan Lake is inviting Proposals for the supply and install of Chain Link Fencing and Gates around its Jasper Reservoir. Further details on required specifications are provided in Section C of this RFP document.

The Request for Proposal is posted and available for download on the BC Bid website (www.bcbid.ca), and District website (www.loganlake.ca). Please note that it is the responsibility of the proponent to occasionally check the website to ensure they receive all addendums that may be posted there.

Proponents are requested to return **One (1) signed original and one (1) copy** of their Proposal, in a sealed package clearly marked **“RFP-2024-08 Supply and Install Chain Link Fencing and Gates around Jasper Reservoir ”** to the undersigned by the **closing time of 2:00 P.M. Local Time, Friday September 6, 2024.**

District of Logan Lake
Box 190, 1 Opal Drive
Logan Lake, BC V0K 1W0

Attn: Mel Bohmer, Director of Public Works and Recreation

Proposals may also be emailed to: mbohmer@loganlake.ca

Facsimile Proposals will not be considered. Proposals received after the closing date and time may or may not be considered. The District of Logan Lake reserves the right to accept or reject any or all proposals, or to accept the proposal which it deems most favorable in the interest of the District. The lowest of any proposal will not necessarily be accepted.

Prices submitted shall include all freight, documentation fees, FOB District of Logan Lake, taxes extra.

There will be no public opening for this Request for Proposal (RFP). No information will be disclosed from the time of Bid opening to the time the contract is awarded. Once a contract has been awarded the successful Proponents name will be available upon request. All Proposals become the property of the District of Logan Lake and are subject to the Freedom of Information and Privacy Legislation.

For all inquiries contact: Mel Bohmer – Buyer: mbohmer@loganlake.ca

Section A: Instructions to Proponents

INSTRUCTIONS TO PROPONENTS

Definitions

The following words and terms, unless the context otherwise requires, will have the meanings set out below:

“Closing Time” means the closing date, time and place as set out on the title page of this RFP.

“Contract” means the Agreement formed between the District of Logan Lake and the successful Proponent by method of “Contract Award Letter”.

“District” means the Corporation of the District of Logan Lake.

“District’s Representative” will mean the employee of the District designated to administer work under this contract.

“Proposal” means a proposal submitted in response to this RFP.

“Proponent” means a responder to this Request for Proposals.

“RFP” means this Request for Proposal document in its entirety, including any amendments, and/or clarifications pertaining to this RFP that may be issued prior to the Closing Time.

“Requirements” means all of the specifications, and requirements set out in the RFP.

“Supplier” will mean the party awarded the contract by the District.

Alternatives

The Proponent’s basic Proposal shall conform strictly to the requirements of the Request for Proposal documents and may also submit an alternative which is superior to or less costly than the basic Proposal.

Terminology

Terminology such as, “must”, “shall”, “should”, or “may” identify the criticality of requirement. The terms “must”, and “shall”, are mandatory terms. “Should” and “may” are preferred, but less desirable and may affect the overall rating of the Proposal.

Section A: Instructions to Proponents

Proposal Form and Content

Proposals should be submitted only on Appendix II Form of Proposal and Part C Specifications provided. Unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.

The legal name and address of the Proponent is to be used when signing the Proposal documents.

All costs incurred by Proponents in the preparation and presentation of their Proposal will be at their own expense.

Discrepancies or Omissions

Proponents finding discrepancies or omissions in the Request for Proposal documents or having any doubts to the meaning or intent of any part thereof, should immediately notify the purchasing contact, which may send instructions or explanations to all Proponents on record with the District. Addenda or correspondence issued during the Request for Proposal period shall be considered part of this document and become part of the final Contract documents. Except as provided by the above paragraph; no additions or deletions from the contents of these documents will be permitted.

Proposal Validity

Under Form of Proposal, the Proponent is required to state the time duration their Proposal will be valid for. The District may request to extend the Proposal validity duration beyond the stated time with written notice to the Proponents.

Late Proposals

At the District's sole discretion, it reserves the right to accept or reject Proposals received after the closing time.

Acceptance and Rejections of Proposals

The lowest price Proposal or any Proposal will not necessarily be accepted. The District reserves the right to accept a Proposal which, in its unfettered discretion, is deemed most advantageous to the District. The District also reserves the right to reject any or all Proposals, in each case without giving any notice, and without liability to any Proponent or Proponents. The District reserves the right, in its sole discretion, to negotiate with any or all Proponents.

No "Contract A" obligation is formed as a result of this Invitation to Proposal.

Proposals that contain qualifying conditions or may otherwise fail to conform to the Instructions to Proponents may be disqualified or rejected.

Section A: Instructions to Proponents

The District also reserves the additional right, in its sole discretion, to waive irregularities in the Proposal form, whether of a minor or a major nature.

Notwithstanding any other provision in the RFP document, the District has in its sole discretion, the unfettered right to:

- accept any Proposal;
- reject any Proposal;
- reject all Proposals;
- accept a Proposal which is not the lowest Proposal;
- accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this RFP;
- reject a Proposal even if it is the only Proposal received by the District;
- accept all or any part of a Proposal; and
- split the Requirements between one or more Proponents.

Purchase Approval

Prior to the award of a contract all equipment to be purchased may require approval by The District of Logan Lake Municipal Council.

Specifications

Specifications are shown in Section C. Models and options proposed are to be stated and their respective specifications submitted. All Proposals must be on new production models. The make, model and year must be clearly shown on the Form of Proposal.

Contract Award

This RFP is NOT an order for goods or services, nor does it form a Contract with any Proponent. A contract will be formed only when the District issues a Contract Award Letter to the successful Proponent. Any resulting Contract will include all information contained within this RFP document, any addendums, the Proponent's Proposal, and negotiations, if any, initiated by the District.

Contract Negotiation

The District reserves the right to negotiate specific terms of the contract with the short-listed Proponent prior to the final award of the contract.

Section A: Instructions to Proponents

Qualifications and Experience

All Proponents should furnish satisfactory evidence as required to demonstrate that they have the qualifications and sufficiently trained and experienced personnel to complete the requirements of the contract to the satisfaction of the District. The District reserves the right to make the final decision, as it sees fit, as to whether or not the Proponent(s) that respond to this Request for Proposal can satisfy this requirement.

References

The District requests that Proponents provide with their Proposals a list of companies with which they are currently or have recently supplied equipment which is identical or similar to that which you are proposing in this Request for Proposals. Please show date of contract, business name, contact name, and phone number for each reference.

Prices

All prices are to be in Canadian currency excluding taxes. Specify any other prices separately on the Form of Proposal. In cases of a discrepancy found between the unit price and the total amount, the unit price shall be considered as being the intention of the Proponent.

Prices are to remain firm up to the date you have specified on the Form of Proposal.

Evaluation Criteria

Proposals will be evaluated on the basis of the overall best value and suitability to the District based on quality, performance, costs, delivery, and any other criteria set out herein including:

- Proponents' ability to meet the product requirements;
- Proven experience in delivering similar or identical products;
- Proponents' ability to deliver the final product when and where required;
- Proponents financial offer including but not limited to prices, operating and maintenance costs, technical support, and any other life cycle considerations;
- Warranty Program;
- Ease of Service and Parts availability;
- Proposal form and content, quality of proposal including innovative concepts; and
- Any other criteria set out in the RFP or otherwise reasonably considered relevant.

Parameter	% of Evaluation
Experience and Qualifications	10%
References	10%
Scope	10%
Schedule/ Delivery	30%
Parts and Service	10%
Pricing	30%

Section A: Instructions to Proponents

Demonstrations

Prior to the award, the District may request a demonstration to employees of the model bid for evaluation. This demonstration is to be at no cost to the District. Failure to comply with this request may be cause for rejection. The decision to request a demonstration lies solely with the District.

Training

The District reserves the right to request a reasonable amount of training time on safety and the correct operating procedures for employees who will be using the equipment offered. Please specify any additional charges for training on the Form of Proposal page.

Delivery

All deliveries are to be F.O.B. Destination, District of Logan Lake, Public Works Yard, 79 Meadow Creek Rd (6880 HWY 97D), Logan Lake BC

Conflict of Interest

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the District. If requested by the District, Proponents must provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the District's request.

Solicitation of Council Members

Proponents and their agents will not contact any member of the District Council or District staff with respect to this RFP at any time prior to the award of a contract or the termination of this RFP, and the District may reject the Proposal of any Proponent that makes any such contact.

Section A: Instructions to Proponents

Confidentiality

All Proposals become the property of the District and will not be returned to the Proponent. All Proposals will be held in confidence by the District unless otherwise required by law. Proponents should be aware the District is a “public body” defined by, and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

Registration of Intent to Respond

Interested Proponents should complete and return the form titled “**Appendix I Registration of Intent to Respond**” Failure to do so may result in your company not receiving addenda and other correspondence related to this Invitation to Proposal.

**End Section
Instructions to Proponents**

Section B: General Terms and Conditions

GENERAL TERMS AND CONDITIONS

General Terms and Conditions

The general terms and conditions shall be part of any Contract awarded as a result of this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any amendment and or addenda issued by the District. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

Breach of Contract

If the contracted Supplier breaches any terms or conditions of the Contract, or becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings or makes an assignment for the benefit of creditors, the District shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of both) to terminate any Purchase by written notice to the Supplier, whereupon the District shall be relieved of all further obligations hereunder except the obligation to pay the reasonable value, as determined by the District, of the Supplier's prior performance (not exceeding the total value of the Contract Award) and the Supplier shall be liable to the District for all costs incurred by the District in completing or procuring the completion of performance in excess of the total value of the Contract Award Letter. The District's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

Cancellation of Contract

If at anytime during the contract the Supplier fails to meet the requirements and/or expectations of the District, the remainder of the contract may be cancelled by the District immediately upon notice to the Supplier. Either party to this contract may cancel the contract upon thirty (30) days' written notice to the other party.

Assignment or Sub-letting of Contract

The Supplier shall keep the work under his personal control, and shall not, without the consent in writing of the District, assign or sub-let this contract or any part thereof. If the District should consent to any such assignment or sub-letting of this contract or part thereof the Supplier shall by reason thereof be in no way relieved from their responsibility for the fulfillment of the work but shall continue to be responsible for the same in the same manner as if the said work had been performed by the Supplier themselves.

Section B: General Terms and Conditions

Supplier's Expense

The Supplier shall at his own expense, unless it is expressly stipulated to the contrary, provide, supply, observe, perform and do everything which, in the opinion of the District, may be required for the setting out, the execution and the completion of the work and the fulfilling of the contract.

Time is of the Essence

For all requests made by the District pursuant to the Supplier, time is of the essence.

Acceptability of Equipment

If the equipment ordered is unsuitable, or if quality is not satisfactory in the opinion of the District's Representative, whose opinion shall be final and binding, the District shall be entitled to refuse delivery, or if delivery has been made, shall be entitled to a refund in respect of the whole or portion returned, as the case may be.

Warranty

All warranty coverage must be specified. The warranty period and coverage for the equipment is to commence from the date of acceptance and entrance into corporate service. In some cases, the District may require a letter from the manufacturer of the proposed equipment stating that in the event the supplier can no longer support the equipment, the manufacturer will designate a recommended alternative. Failing that, the manufacturer will support the equipment.

Safety Regulations

All equipment offered must meet Canadian Federal and British Columbia Provincial safety regulations.

Indemnity

The Supplier shall indemnify, protect, and save harmless the District, its officers, agents, servants, and employees from and against all actions, claims, demands of any kind, description, and nature whatsoever arising out of, or in any way connected with the fulfillment of its obligation in accordance with the RFP; and all such actions, causes of actions, claims and demands recoverable by any third party from the District of the property of the District, shall be paid by the Supplier. If the District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the District shall be charged in any way as a result of the aforesaid actions, causes of actions, claims for demands, then the District shall be entitled to recover from the supplier all such damages, costs, fees, or other charges together with any costs or expenses incurred in so doing from the Supplier.

Section B: General Terms and Conditions

Deviation from Contract

The Supplier shall not make any alterations or variation in, or addition to, or deviation or omission from the terms of the contract without the written consent of the District.

Invoices and Payment

The District will make payment for equipment only after the equipment ordered has been received, inspected, accepted, and has been deemed suitable to be placed into service by the District.

The Supplier shall send invoices to: **Attention: Jean Finlay, Accounts Payable – Re: Supply and Install Chain Ling Fencing and Gates around Jasper Reservoir**, District of Logan Lake, Box 190, 1 Opal Drive, Logan Lake, BC V0K1W0.

The name of the District's Representative responsible should appear on all invoices sent to the District.

Payment by the District shall then be made within the standard Net 30 days after the delivery to the District's Finance Department of properly prepared invoices, unless the payment terms offered by the supplier are deemed an advantage to the District, or the District has deemed a portion of payment is to be held back pending satisfactory completion of the contract.

Applicable Law

Each party's performance hereunder shall comply with all applicable laws of British Columbia, Canada. This contract shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portion of provision shall not be affected hereby.

**End Section
General Terms**

Section C: Specifications

SPECIFICATIONS

Proponents are required to submit detailed information on the requirements herein and to verify that minimum specification requirements are satisfied. (Attachments including full list of specifications proposed must be included as attachments in conjunction with completion of this section.)

REFERENCES AND MINIMUM REQUIRMENTS *All accessories and add-ons to be OEM (factory) Unless clearly stated on proposal and agreed upon by both parties	VERIFY		DEALER TO PROVIDE SPECIFICATIONS OR CLAIRIFY DIFFERENCES & VARIANCE FROM DISTRICTS REQUIREMENTS
	YES	NO	
<p>Supply and Install Approximately 575 ft of 8-foot Chain link fencing and 2 Gates.</p> <p>A. CHAIN LINK FENCING SPECS</p> <ol style="list-style-type: none"> 1. 96-inch X 2 X 9 GA Galvanized Mesh 2. Terminal Posts – Pipe Size and Guage 3. Line Posts – Pipe size and Guage 4. Top Rail - Pipe size and Guage 5. Three Strands of Barbed Wire included <p>B. GATES</p> <ol style="list-style-type: none"> 1. 1 - 6'X8' Single swing industrial Gate 2. 1 - 12'X8' Double Swing Gate <p>C. OPTIONS</p> <ol style="list-style-type: none"> 1. To Upgrade Fencing and Gates to All Black Powder Coated Materials <p>F. WARRANTIES</p> <ol style="list-style-type: none"> 2. State Standard Warranties. 3. Show Costs for any Optional Extended warranties Available in Appendix II, Form of Proposal. 			

APPENDIX D – SUBMISSION FORM

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

Required Pricing Information

<u>PROJECT COST ESTIMATE BREAKDOWN</u>	
Cost of Equipment	\$
Installation	\$
	\$
Other – please specify	\$
Taxes	\$
GST	\$
PST	\$
Total	\$0.00

MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix D)

Each proposal must include a Submission Form (Appendix D) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix D)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix D).

D. PRE-CONDITIONS OF AWARD

Successful candidate would require the following before finalizing contract:
A safety plan, WCB, COR, Insurance, Logan Lake Business license would be an asset.

E. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)
i. Experience and Qualifications	10
ii. References	10
iii. Scope	10
iv. Schedule	30
v. Parts and Service	10
Pricing (See Appendix C for details)	30
Total Points	100

Suggested Proposal Content for Non-Price Criteria

i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent.
- (b) a description of its knowledge, skills, and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

ii. References

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last 5 years.

iii. Scope

Each proponent is requested to provide responses to the deliverables stated in appendix D. Clearly respond to how the equipment in the proposal aligns with requirements.

iv. Schedule

Each proponent is requested to provide a brief statement on the schedule of the process, starting from the award of the project. Include delivery of product, installation dates, training schedule and project completion.

v. Parts and Service

Each proponent should provide the following in its proposal:

- Warranty
- What manuals would be provided?
- Parts availability
- Continued service or maintenance on the equipment.

End of Section Part D – Submission Form