



REQUEST FOR PROPOSALS

GENERAL FACILITY EXTERIOR DOORS & WINDOWS STRATHCONA GARDENS RFP 02-23

ISSUE DATE

April 21, 2023

CLOSING DATE AND TIME

June 19, 2023

3:00 PM Pacific Time

CLOSING LOCATION

Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8

CONTACT PERSON

Robin Kentrop
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A. PROJECT SUMMARY

The Strathcona Regional District (the “Regional District”) is seeking proposals from qualified firms for the supply and installation of energy efficient door frames, doors, windows and hardware (including automatic vestibule doors) for Arena 2 at the Strathcona Gardens recreation facility located in Campbell River, BC. The proposed equipment must be designed and install in such a manner that it meets all applicable building and fire codes.

Strathcona Gardens is a facility with 2 ice rinks, swimming pools and indoor fitness areas.

Proponents shall base their Proposal on furnishing everything including all labour, materials, tools, equipment, permits, and all necessary supplies and incidentals required to complete the project in full compliance with the provisions and requirements of this RFP document. Any deviation from the requirements set out in this document must be fully disclosed in the proposal. Elevated lift platforms can be provided as long as the users have all the required safety certifications and up to date documentation.

B. ADMINISTRATIVE REQUIREMENTS

1.0 DEFINITIONS

Throughout this RFP, the following definitions apply:

“closing” means the closing date and time specified on the first page of this Request for Proposals.

“contract” means the written agreement resulting from this Request for Proposal executed by the Strathcona Regional District and the Contractor.

“contractor” means the successful proponent to this Request for Proposal who enters into a written Contract with the Strathcona Regional District.

“must”, “shall” or “mandatory” means a requirement that must be met in order for the proposal to receive consideration.

“project” means that work to be completed in accordance with this RFP.

“proponent” means an individual, company or partnership that submits, or intends to submit, a proposal in response to this Request for Proposals.

“proposal” means a submission in response to this Request for Proposals.

“RFP” means this Request for Proposals.

“should” or “desirable” means a requirement having a significant degree of importance to the objective of the Request for Proposal.

2.0 TERMS AND CONDITIONS

The terms and conditions applicable to this Request for Proposals are contained within this document. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions contained herein or in any addenda issued by the Regional District.

3.0 EVALUATION

Proposals will be evaluated by the Regional District based on the criteria identified herein. The intent of the Regional District is to enter into a contract with the proponent whose proposal represents the best value to the Regional District based on the Regional District’s evaluation of the proposals received.

4.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format as a standard proposed response but should be clearly marked as an “Alternative Proposal”. If a proponent submits more than one proposal each must be separately and uniquely identified.

5.0 CHANGES TO PROPOSALS

By written notice submitted prior to closing a proponent may amend or withdraw its proposal. Upon closing all proposals become irrevocable and may not be amended or withdrawn prior to the deadline for acceptance except where the proponent and the Regional District have mutually agreed to a change for the purpose of entering into a contract.

6.0 PROPONENTS’ EXPENSES

Proponents are solely responsible for their own expenses in preparing and submitting their proposals. The Regional District will not be liable for any claims for costs or damages incurred by a proponent in preparing a proposal, loss of anticipated profit in connection with a final Contract or any other matter whatsoever.

7.0 CURRENCY AND TAXES

Prices must be quoted in Canadian dollars and exclusive of taxes which shall be shown separately on the Proposal Form.

8.0 SUB-CONTRACTORS AND PARTNERSHIPS

If sub-contractors are to be used they must be clearly identified in the proposal. Joint submissions in the form of a partnership or consortium is acceptable including a joint submission by proponents having no formal corporate links. However, each proposal must identify the legal entity which is to be responsible for the overall performance of the work which constitutes the project.

9.0 CONFLICT OF INTEREST

Contracting or sub-contracting with any firm or individual whose corporate or other interests could, in the Regional District’s opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.

10.0 ACCEPTANCE OF PROPOSALS

This RFP should not be construed as an agreement to purchase goods or services nor as an invitation to perform any service for the Regional District except as specifically outlined herein. Proposals shall remain open for acceptance by the Regional District until Sept 30, 2023 Proposals must state the latest date for acceptance at the time of submission.

The Regional District is not bound to accept the lowest price or any proposal. Proposals will be evaluated on the basis of stated criteria and the Regional District is under no obligation to request clarification or further information, whether written or oral, from any proponent prior to completion of the evaluation process.

The Regional District reserves the right to reject any and all proposals for any reason or to accept any proposal in whole or in part which the Regional District, in its sole unrestricted discretion, deems to represent the best value for the Regional District. Proponents acknowledge the Regional District’s rights under this clause and absolutely waive any right of action against the Regional District for failure to accept their proposals whether such right of action arises as a result of negligence, bad faith or for any other reason.

The Regional District reserves the right to enter into negotiations with one or more proponents with respect to the services to be provided, and expressly reserves the right through such

negotiations to request changes, alterations, additions or deletions from the terms of any proposals received.

Formal acceptance of any proposal and the subsequent confirmation of project award should not be construed as authority for the proponent to proceed with the project as this will be dependent on the execution of a contract and the fulfillment of any conditions precedent imposed by any authority having jurisdiction over the work or service to be performed.

11.0 CANCELLATION OF RFP

The Regional District reserves the right to cancel this Request for Proposals at any time and for any reason and will not be responsible for any direct or indirect loss, damage, cost or expense incurred or suffered by any proponent as a result of such cancellation. The acceptance of any Proposal and the subsequent execution of a contract will be subject to funding and approval by the Board of the Strathcona Regional District.

12.0 EXECUTION OF CONTRACT

After acceptance by the Regional District, the successful Proponent will be provided with written confirmation. A contract will be executed when all preconditions have been met. No proponent will acquire any legal or equitable rights or privileges with respect to this project until a contract has been entered into with the Regional District.

13.0 LIABILITY FOR ERRORS

The information contained within this RFP is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from conducting their own research and forming their own opinions and conclusions with respect to the matters addressed in this RFP.

14.0 MODIFICATION OF TERMS

The Regional District reserves the right, at its sole discretion, to modify the terms of this RFP at any time prior to the closing time. Such modifications will be communicated to all proponents through a formal addenda process.

15.0 FREEDOM OF INFORMATION

Proposals are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* which provides that all information contained therein, with some exceptions, is subject to access by the public. Information that is considered to be confidential or proprietary in nature should be clearly noted as such. The Regional District cannot guarantee that any information contained within a proposal will remain confidential if a request for access is made.

16.0 USE OF DOCUMENT

This document, nor any portion thereof, may not be used for any purpose other than the submission of proposals.

17.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Regional District obtained by the Proponent as a result of participation in this RFP process, other than information that is generally available as part of the public record, is to be treated as confidential and must not be disclosed without prior written authorization from the Regional District.

C. SUBMISSION REQUIREMENTS

18.0 PROPOSAL SUBMISSION

Proposals shall be submitted in one of the following formats:

Electronically in PDF format, along with the signed and dated Proposal Form provided herein, to the secure RFP submission portal on the SRD's website. The deadline for receipt of proposals is 3:00 p.m. Pacific time on June 19, 2023 at the following address:

<https://srd.ca/uploadsubmissions/>

Once submitted, proposals may not be viewed or changed. To make a correction, a clearly labelled corrected version shall be submitted to the portal and an email sent to procurement@srd.ca indicating which version is intended for consideration.

In person delivery or by mail/courier in duplicate complete with one digital copy in portable document format (.pdf file) on a CD, DVD or USB device along with the signed and dated Proposal Form provided. The deadline for receipt of proposals is 3:00 p.m. Pacific time on June 19, 2023 at the following location:

Strathcona Regional District
990 Cedar Street
Campbell River, BC V9W 7Z8

Proposals must be submitted in a sealed package with the name and address of the proponent and the RFP title clearly marked on the outside.

GENERAL FACILITY EXTERIOR DOORS & WINDOWS STRATHCONA GARDENS

SAMPLE LABEL

Name of Proponent Address of Proponent
CONFIDENTIAL – DO NOT OPEN
RFP-02-23 General Facility Doors & Windows Strathcona Gardens
STRATHCONA REGIONAL DISTRICT 990 Cedar Street Campbell River, BC V9W 7Z8

Late proposals will be disqualified.

Proposals that are unsealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, at the discretion of the Regional District, be disqualified.

The person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this RFP **must execute** the Proposal Form. Unsigned proposals will be disqualified.

Proponents shall be solely responsible for the delivery of their proposals in the manner and time prescribed. All submissions must be delivered according to the instructions provided herein and the Regional District will accept no responsibility for documents delivered to any other location.

19.0 SITE INSPECTION

Proponents are required to inspect the facilities at 225 South Dogwood Street, Campbell River, BC. The group facility site inspection will be May 18, 2023 10 am to 12 noon. Site inspections should be used to assess:

- I. Door counts
- II. Frame Sizes
- III. Door Sizes
- IV. Electrical Requirements
- V. Access
- VI. Project Material Storage

Photographs will be permitted during facility inspections. Follow up inspections can be facilitated to ensure that responses address all requirements of this RFP.

20.0 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing or by email, to:

Robin Kentrop
Senior Manager
Phone: 250-830-6744
Cell: 780-881-9111
Email: procurement@srd.ca

Information obtained from any other source is not official and should not be relied upon.

21.0 ADDENDA

Addenda to this RFP may be issued prior to closing in response to queries received or at the initiative of the Regional District. Addenda will be in written form and sent to all proponents who have received RFP packages. Information contained within RFP addenda is considered an integral part of the RFP and should be considered by proponents when responding to this RFP.

Verbal communications will not be binding unless confirmed by written addenda.

22.0 DISCLAIMER

Each proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of the work being requested. The Regional District makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and proponents are solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit their proposals. The Regional District will not be responsible for any loss, damage or expense incurred by a proponent as a result of any inaccuracy or lack of completeness associated with this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any proponent.

23.0 EVALUATION CRITERIA

Proposals will be evaluated against the following criteria:

Pricing	30 points
Qualifications, expertise, and past experience of project team	15 points
Functional Requirements (maintenance, warranty, lifespan)	25 points
References	15 points
Schedule	15 points
Total	100 points

If required, a short list of proponents may be established to be contacted by the Regional District. The purpose for contacting a proponent at this stage would be to gain a greater understanding of the proponent's proposal as submitted. Depending on the nature of the questions to be answered an interview may also be arranged to facilitate a more in-depth understanding of the proposal.

D. SPECIFICATIONS AND SCOPE OF WORK

24.0 SERVICES

The proponent will provide all labour, tools, equipment, (depending on access requirements, a boom lift and scissor lift can be provided if the proponent's crew has the appropriate training) supervision, vehicles, materials, supplies, permits, and services necessary to supply and install the approved doors, frames, windows and hardware.

25.0 WARRANTIES

The Contractor will be required to warrant all materials furnished and work performed under the contract for a minimum period of two years from the date of project completion. This includes the replacement of faulty materials, and rectification of any defects discovered and failures occurring during the warranty period. All deficiencies will be rectified to the satisfaction of the Regional District.

26.0 PRODUCTS AND MATERIALS

Proposals must include a detailed specification sheet regarding the products and materials proposed to be used or installed for this project. The Regional District will downgrade any proposal where the products or materials to be used do not conform to the minimum specifications set out herein.

27.0 PROJECT SCHEDULE

The work of the contract should commence not later than 60 days after award and must be satisfactorily completed not later than 180 days after start date or by the end of 2024.

28.0 KNOWLEDGE OF THE WORK

By submitting a response, the Proponent agrees that they have attended the required site visit, examined the facilities, have carefully read the scope of work and have satisfied themselves as to their ability to fulfill the requirements of this RFP and the Work before submitting a proposal and agree that they will make no claim against the Regional District based on any misunderstanding of the RFP requirements and the Work to be provided. See attached marked up site plan for key card entry locations and quantities.

No extra payment will be made by the Regional District for conditions which should have been determined by a proponent through inspection or research, prior to entering into a contract for the Work.

29.0 WHMIS

All products provided by the successful proponent in performing the work are considered to be required for use in the workplace. Therefore, full compliance for all labeling and information requirements for the Workplace Hazardous Materials Information System (WHMIS) Legislation for controlled products is required.

30.0 PROJECT SPECIFICATIONS AND CLARIFICATIONS

Installation follows applicable codes and manufacturers specification of the approved system. Other clarifications requested below:

1. All installations must comply with the Canadian Electrical Code - CSA C22.1:21 and local building and fire codes.
2. All doors, frames, windows and hardware must be suitable for wet & cold environments.
3. All doors, frames, windows and hardware must be rated for commercial use (not residential).
4. All exposed wiring to be run in conduit.
5. Any structural modifications will require engineering approval and sign off.
6. Proposed door schedule draft must be submitted with proposal.
 - I. Door location and Number
 - II. Specific Hardware (closer, crash bar etc.)
 - III. Manufacturer
7. All equipment/hardware must have spares/replacements available at local suppliers.
8. All doors need to be identified and numbered.
9. All doors, frames, windows & hardware must be approved for arena ice in and ice out conditions (cold, warm, humid and excessive cycling).
10. All doors, frames and window frames must have a finished coating. Color and coating options should be detailed in all submissions.
11. All permits, inspection fees, electrical equipment, cable tray, conduit, fasteners, cable, wiring, supports, penetrations, fireproofing and labor must be included in submitted proposal.
12. All equipment & fixture manuals, service requirements, asset information (cost and life span), lighting schedules must be included in a detailed turnover binder at project completion for final payment processing.
13. Door and Hardware installation must be compatible with existing electrical system infrastructure.
14. Proposal must include removal and disposal of old doors, windows and hardware and construction debris.
15. Details regarding available rebates and grants would be an asset.
16. Proponents fixed price for the scope.
17. Hourly rates for work outside of the project scope.
18. Proposals must include a detailed installation schedule (dates, hours of work, manpower per day).
19. All work fronts will need to be cleaned up each day.
20. All areas must be remediated to original condition for the scope to be considered complete.
21. Locksmith services will be provided at Owners expense.
22. Proposed lock hardware must be compatible with facility multi level security key system.

31.0 DELIVERABLES

The successful proponent shall be responsible for providing the following:

1. Supply, delivery and installation of the all hardware and equipment;
2. Schematics of all system components both electronic and hard copies;
3. Operation manuals in both electronic and hard copies;
4. A warranty of at least one year from date of installation;
5. Any training related to the operation and installation of the supplied goods;

32.0 TIMELINE AND PROJECT OBJECTIVES

Installation of the doors, windows and hardware will need to be completed while the Arena 2 ice surface is in operation. The Contractor will be expected to work around facility operations and programs. Work days and times will be established at the onset of the project and may require work to be scheduled during evenings, early mornings and weekends. Any concerns or limitations due to these project requirements must be included in the proponent’s response to the RFP

<i>Projected date of award</i>	<i>Sept 15, 2023</i>
<i>Project completed by date</i>	<i>2023/2024</i>

33.0 CHANGE IN SCOPE

The Regional District reserves the right to amend the scope for work during the term of the proposed Contract. In such cases, the Regional District would request a quotation from the Contractor for the change in scope. Scope change could be used to ensure there are no cost overruns with the set budget.

E. CONTRACT CONDITIONS

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the Regional District that subject to negotiation, may include the following selected contract clauses:

32.0 COMPLIANCE WITH LAWS

The Contractor will give all the notices and obtain all the licenses and permits required to perform the work and provide written confirmation that the Contractor (and Sub-contractor’s) personnel are fully certified to perform the work. The Contractor will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the work or performance of the contract.

33.0 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in affect in the province of British Columbia.

34.0 INDEMNITY

Notwithstanding the provision of insurance coverage by the Contractor, the Contractor hereby agrees to indemnify and save harmless the Regional District, its officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Contractor, its servants, agents, sub-contractors and sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

35.0 INSURANCE

Any Contract resulting from this RFP will require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide copies and maintain throughout the Contract term:

- a. Comprehensive commercial general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage and including liability assumed under the Contract;
- b. Professional liability in an amount not less than \$2,000,000 insuring the Contractors' liability resulting from errors and omissions in the performance of professional services under the Contract.
- c. Automobile liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.

The Regional District is to be added as an additional insured and the policy shall contain a cross liability clause. All required insurance will be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change.

The Contractor will provide the Regional District with evidence of the required insurance in the form of a certificate(s) of insurance, immediately upon execution and delivery of the Contract.

36.0 REGISTRATION WITH WORKSAFEBC

The Contractor shall abide by all provisions of the *Workers Compensation Act* and its regulations and must sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Contractor will be the designated prime contractor as defined by the Workers Compensation Act and regulations. The contractor and any approved sub-contractors must be registrants in good standing at all times with the WorkSafeBC, for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WorkSafeBC Clearance Letter confirming all assessments have been paid and the Contractor is in good standing.

F. PROPOSAL FORM

**REQUEST FOR PROPOSAL
RFP-02-23
GENERAL FACILITY DOORS AND WINDOWS STRATHCONA GARDENS**

CLOSING DATE AND TIME: 3:00PM PACIFIC TIME ON JUNE 19, 2023

This form must be completed, signed and included with the submission.

The undersigned confirms that its submission is in response to the above noted RFP.

The proponent acknowledges receipt of Addenda # _____ through Addenda # _____.

Name of Proponent: _____
Address: _____

Contact Name: _____
Phone: _____ **Fax:** _____
Email: _____

Completed Price	\$
Taxes	\$
Total Completed Price	\$

Proponents should ensure that all requirements of the RFP are dealt with in their proposal submission and that all materials and products proposed comply with the specifications therein.

Authorized Signature

Name and Title

Date