



## Town of Watson Lake Request for Proposal #2018-02 Supply of Road Sand

### **Purpose of this Request for Proposal (RFP):**

The Town of Watson Lake, Yukon is seeking responses from proponents to supply road sanding gravel.

### **RFP Timeline:**

RFP Release	Wednesday, August 1st, 2018
Optional Site Meeting	Not Applicable
Closing Time	Thursday, August 9, 2018 at 12:00 pm (Noon)

### **Town's Preferred Construction Timeline:**

Anticipated Construction Start Date	Tuesday, August 21, 2018
Completion by	Tuesday, September 24, 2018

The Goods and/or Services shall, in all respects, be in compliance with this RFP and the Project Specifications attached hereto unless otherwise explicitly stated.

## 1. INSTRUCTIONS, TERMS AND CONDITIONS

The following terms and conditions will apply to this RFP. Proposal Submission indicates acceptance of all the terms that follow, and that are included in any addenda issued by the Town. Provisions in Proposal Submissions that contradict any of the terms of this RFP will be as if not written and do not exist.

### 1.1. Definition

- a) For the purposes of this RFP, unless the context otherwise requires:
- b) "Owner" or "Town" means The Town of Watson Lake
- c) "RFP" means this request for proposal.
- d) "Proponent" means the individual or company that submits, or intends to submit, a proposal submission for consideration of the Town.
- e) "Proposal Submission" means a response submitted to this RFP
- f) "must", "mandatory", "require", or "shall" means a requirement that must be met in order for the Proposal Submission to be considered.
- g) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of RFP.
- h) "Contract" means the written form of agreement to be negotiated between the Owner and the successful Proponent of the RFP process.
- i) "Contractor" means the successful Proponent to this RFP process who enters into a written Contract with the Owner
- j) "Closing Time" means the day and time specified in this document by which the Proposal  
(1) Submission must have been received by the Owner
- k) "Force Majeure" means, exhaustively, any:
  - i. war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - ii. rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - iii. riot, civil commotion or disorder, strike or lockout by persons other than the Contractor's personnel and other employees, subcontractors or any other person for whom the Contractor is responsible;
  - iv. natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
  - v. change in Law or action by a competent authority, which makes it illegal or impossible for a party to perform its obligations under this Contract;

### 1.2. Proposal Submission

- a) Proposals shall be submitted by interested parties ("Proponents") to the Chief Administrative Officer **NO LATER THAN 12:00 p.m. (NOON) Pacific Standard Time, THURSDAY, AUGUST 9th, 2018 ("the Closing Time")**.
- b) Proponents shall provide one Proposal Price for the specified goods and services. If the Proponent cannot meet the requested specification the Proponent may offer an alternative Proposal that clearly identifies the alternative specification, methodology, substitution or other options for the Town's consideration. All Proposal Prices shall be in Canadian Dollars.

- c) Proposals shall be submitted in person or by courier in a sealed envelope clearly identifying **“Town of Watson Lake RFP #2018-02”** to:
  - i. Chief Administrative Officer
  - ii. Town of Watson Lake
  - iii. 710 Adela Trail
  - iv. PO Box 590,
  - v. Watson Lake, YT, Y0A 1C0
- d) Proposals sent by Fax:
  - i. Proposal submissions by Fax are not acceptable.
- e) Proposals sent by E-Mail:
  - i. In consideration of the semi-remote location of the town and reliability of courier delivery, for the convenience of proponents a copy of proposals may be submitted as a PDF (Adobe Portable Document Format) attachment by confidential e-mail to the Town’s Treasurer at [treasurer@watsonlake.ca](mailto:treasurer@watsonlake.ca), with **“Town of Watson Lake RFP #2018-02”** in the subject line.
  - ii. The Town of Watson Lake accepts no responsibility for lost, misdirected, incomplete or corrupted Proposals sent by email/electronic means, even if a delivery receipt is requested. Proposals sent as PDF e-mail attachments shall not be opened or printed by the Treasurer until after the Closing Time. The Treasurer is not otherwise involved in the bid or evaluation process and cannot answer questions.
  - iii. A hardcopy of the proposal **MUST** still be received from the proponent within one business day of the closing time. However, if there is any discrepancy between the electronic PDF and a hardcopy received after closing, the bid shall be disqualified.
- f) Proposal irrevocable:  
Proposals will be opened one hour after the Closing Time. ALL PROPOSALS SUBMITTED SHALL BE IRREVOCABLE AFTER OPENING AND PRICES SHALL REMAIN VALID FOR 30 DAYS.

### **1.3. Contact**

- a) The Town’s point of contact for this RFP is Cam Lockwood, Chief Administrative Officer (CAO), 867-536-8000 or email [cao@watsonlake.ca](mailto:cao@watsonlake.ca) and all communications with the Town during the procurement process shall be through the Town’s point of contact.
- b) The CAO may refer questions to Allan Puckett, Public Works Manager or other staff for clarification, but otherwise Proponents shall not directly contact any Town employees or Members of Council. Such unauthorized communication may disqualify the Proponent from further consideration in this Tender.
- c) All communications with the CAO shall be in writing, preferably via e-mail.
- d) Verbal communications shall not be binding on the Town.

### **1.4. Addenda and Clarification**

- a) To facilitate comprehensive responses, Proponents are encouraged to email their questions or clarification requests as soon as possible and no later than three business days (72 standard hours) prior to the Closing Time to the Town’s point of contact.
- b) Nothing herein shall obligate the Town to respond to any question or clarification request.
- c) The Town may, at its sole discretion, share questions and answers or issue addenda through the Town’s website or by email to provide all potential proponents with appropriate clarification no later than two business days (48 standard hours) prior to the Closing Time.

- d) If questions or requests for clarification or addenda result in a substantial change to the project specifications, the deadline for proposal may be extended at the discretion of the Town.
- e) Site visits may be arranged through the CAO.
- f) Proponents shall review the RFP and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

**1.5. RFP Process, Not a Tender Call**

- a) This RFP is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an offer to contract (i.e. "Contract A") made by the Owner.
- b) By this RFP, the Owner reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an agreement with the successful Proponent as the Owner considers desirable. Proposal Submission by a Proponent and its subsequent receipt by the Owner does not represent a commitment on the part of the Owner to proceed further with any Proponent or project. Though the Owner fully intends at this time to proceed through the RFP process, the Owner is under no obligation to award a contract as a result of this RFP.
- c) Without limiting the generality of the foregoing, the Owner reserves the right to:
  - i. terminate this RFP process at any time;
  - ii. to waive any informality, defect, irregularity, mistake or insufficiency in a Proposal Submission and proceed with that respondent;
  - iii. to accept any Proposal Submission or alternative Proposal Submissions, in whole or in part, if the Proposal Submission is deemed to be in the best interest of the Owner;
  - iv. to select one or more preferred Proponents, to negotiate with one or more of those Proponents, and ultimately enter into a Contract upon the same or different terms and conditions as contemplated by this RFP;
  - v. reject any or all Proposals Submissions, or any part thereof, and may proceed to purchase the goods and/or services or contract the work under any terms or in such other manner as it may elect, or to postpone or forego such purchase, award or agreement altogether without cost or penalty to the Owner;
  - vi. disqualify or reject any Proposal Submission that does not comply with the terms or meet the requirements of the RFP;
  - vii. require clarification where a submission is unclear prior to award.
- d) The Owner will not necessarily accept the lowest price or any Proposal Submission. Any implication that the lowest price or any Proposal Submission will be accepted is hereby expressly negated.
- e) Award of a Contract is subject to the approved budget, funding and schedule.

**1.6. In the event that only one Proposal Submission is received, the Owner reserves the right to:**

- a) return that Proposal Submission unopened;
- b) open the Proposal Submission privately without reference to the Proponent. If the Proposal Submission is opened and it is in excess of the Owner's budget, the Owner reserves the right to re-issue the RFP documents for new public re-bid without revisions being made to the RFP documents and without disclosing the single Proposal Submission.

- 1.7. Proposal Submissions must be executed by an authorized signatory of the proponent utilizing the **Form of Proposal** attached to this RFP.
- 1.8. All Proposal Submissions and subsequent information or material received shall become the property of the Owner and will not be returned. The Proposal Submissions will be held in confidence by the Owner subject to the provisions of the Freedom of Information and Protection of Privacy Act.
- 1.9. Proposal Submissions may be withdrawn by submitting a written request to the Purchasing Manager at any time prior to the scheduled Closing Time.
- 1.10. Proposal Submissions remain valid, and may not be withdrawn, for a period of sixty (60) days following the date of closing of this RFP.
- 1.11. The Proponent, including all firm, corporation or individual members of a Proponent, will promptly disclose to the Owner any potential conflict of interest and existing business relationships they may have with the Owner or evaluation committee. The Owner reserves the right to disqualify any Proponent that in its opinion has a conflict of interest, whether such conflict exists now or is likely to arise in the future, where such interest may prejudice, or appear to prejudice, the fair awarding of this RFP.
- 1.12. The Owner will not accept any responsibility for costs incurred by any Proponent in responding to this RFP, including the provision of any additional material or attendance at any meeting. Proponents will be solely responsible for any and all costs and expenses.
- 1.13. The Owner and its representatives, agents, consultants and advisors will not be liable to any Proponent, or any firm, corporation or individual member of a proponent, for claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the Proponent, or any firm, corporation, or individual member of a Proponent, in preparing and submitting a Proposal Submission, or participating in the RFP process or negotiations for the Contract, or any activity related to or arising out of this RFP.
- 1.14. Any change notices, appendices and addenda issued for this RFP shall be considered part of this RFP document.
- 1.15. It is the responsibility of each Proponent to submit all required documents as outlined in this RFP. Failure to quote on all requirements set out may disqualify your Proposal Submission.
- 1.16. This RFP and the successful Proponent's response may form part of any Contract entered into.
- 1.17. Pricing will be firm and be:
  - a) in Canadian dollars;
  - b) inclusive of duty, where applicable;
  - c) FOB destination, delivery charges included where applicable;
  - d) inclusive of all proponent labour mobilization costs, including but not limited to, travel, accommodation, and per diem expenses; and,
  - e) exclusive of Goods and Services Tax.
- 1.18. All addenda or further information will be published on the Town's website <http://watsonlake.ca> . It is the responsibility of the Proponent to monitor the web sites to check for updates.
- 1.19. The laws of Yukon govern this RFP and any subsequent Contract. The territorial courts have exclusive jurisdiction over any disputes under it.
- 1.20. **Qualification**

- a) By submitting a Proposal Submission, the Proponent is representing that it has the competence, qualifications and relevant experience to do the work and will employ competent people, properly trained and instructed to effectively, efficiently and safely perform the requirements of the work. All personnel are to be presentable and professionally competent to conduct themselves and the work.
- 1.21.** The Proponent shall possess the necessary legal patents and/or has legal permission to manufacture, sell and/or service the products(s) it will supply. Documented proof shall be provided by the Proponent, upon the Owner's request.
- 1.22.** After selection of a preferred Proponent the Town may request negotiations which could include discussion of the terms and conditions in the Contract and minor modifications of scope and price, following which:
- a) a signing of Contract documents and the awarding of a Contract will be made by the CAO, or;
  - b) if the preferred Proponent and the CAO cannot agree on Contract language for a Contract document, the negotiating process will be terminated, no purchase order shall be issued to that Proponent, and the Town will begin negotiations with the next preferred Proponent.
    - i. The Town shall have no liability to the Proponent for consequential or inconsequential damages in such event.
- 1.23.** Changes in the Work
- a) The Town and the Contractor may, by agreement in writing, make changes by altering, adding to or deducting from the products or services to be delivered. In such event,
  - b) the Contractor's Fixed Fee and Project timeline schedule shall be adjusted accordingly, and;
  - c) Any Services rendered by the Contractor to the Town beyond those Services set out in the Contractor's Proposal and the Town's RFP shall be considered to be Additional Services, with the Contractor to be compensated therefore on an hourly or per diem basis to be agreed upon by the Town and the Contractor in writing prior to the Contractor rendering any such Additional Services to the Town.
- 1.24.** Upon award the successful Proponent will be required to complete a form of agreement with the Town, have a Town of Watson Lake business licence or Association of Yukon Communities Inter-municipal Business License, and provide proof of insurance and a Workers Compensation Board (WCB) clearance. Once the Contract is fully executed a signed copy will be returned to the Proponent and a purchase order will be issued. This P.O. number must be referenced on all invoices submitted to the Town.
- 1.25.** Invoices, with the exception of any holdbacks, are paid net 30 days.
- 1.26.** Award of a Contract shall be subject to:
- a) **Holdbacks**
    - i. **Lien Holdback**
      - (1) Ninety per cent (90%) of each invoice for completed work will be paid by the Town, ten per cent (10%) of invoiced completed work will be held back until completion of the contract. The Contractor shall submit a separate invoice to the Town for release of the holdback funds.
      - (2) The Town shall approve release of the 10% holdback to the Contractor no sooner than forty-five (45) days following satisfaction of ALL of the following conditions:

- (3) The CAO certifies the date of Substantial Performance of the Work, if given, or Total Performance otherwise;
- (4) the Contractor provides a clearance letter from WCB indicating all current assessments due from the Contractor have been paid;
- (5) the Contractor provides proof to the Corporation attesting that all monies owing to the Contractor's workers, subcontractors, material and equipment suppliers and government agencies have been paid.

ii. **Deficiency Holdback**

- (1) Prior to Substantial Performance of the Work and in addition to the lien holdback, a deficiency holdback shall be established for Work determined by the Owner to be defective or incomplete (the "Deficiency Holdback"). The Owner shall establish the amount of the Deficiency Holdback as twice the estimated cost to rectify defective work and finish incomplete Work using the services of another contractor or the Owner's own forces. No part of the Deficiency Holdback shall become payable until all of the defective Work is corrected and all of the Work is complete. If the defective or incomplete Work is not corrected or completed within a reasonable time as determined by the Owner, then all or a portion of the Deficiency Holdback as determined by the Owner may be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the Work.

b) **Force Majeure**

- i. No party shall be deemed to be in breach of Contract or otherwise liable to another party in any manner whatsoever for any failure or delay in performing its obligations under this Contract reasonably due to Force Majeure.
- ii. If either party's performance of its obligations under this Contract is affected by an event of Force Majeure, then:
  - (1) it shall give written notice to the other parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
  - (2) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (3) it shall not be entitled to payment from any of the other parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
  - (4) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Contract.
- iii. Notwithstanding the obligations of a party affected by an event of Force Majeure pursuant to the whole section on Force Majeure, if the event of Force Majeure renders it impossible or impractical for the Contractor to provide the supply in accordance with this Contract for a period of at least 14 days, the Owner may terminate this Contract upon notice delivered to the Contractor at any time following the expiration of such period of 14 days.

c) **Termination and Suspension**

i. BY THE OWNER

- (1) Should the Contractor neglect to complete the Services properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to correct the default within seven (7) working days of receiving the notice. Failure to comply with the default request extends to the Owner the option, without limiting any other right or remedy the Owner may have, of immediately terminating this Agreement. Subject to a right of set-off the Owner shall have for damages incurred due to such neglect or failure by the Contractor, the Owner shall pay the Contractor for all services performed and all disbursements incurred pursuant to this Contract and remaining unpaid as of the effective date of such termination.
- (2) In the event the Owner terminates this Contract in whole or in part as provided in the above clause, the Owner may procure, upon such terms and in such manner as the Owner's Purchasing Manager may deem appropriate, supplies or services similar to those terminated.
- (3) Other than for reasons set forth above, the Owner may terminate this Contract for any reason by giving thirty (30) days prior written notice to the Contractor. Upon receipt of such written notice, the Contractor shall perform no further services other than those reasonably necessary. In such event, the Contractor will be paid by the Owner pursuant to this Contract, for the completed tasks according to the scope of work and remaining unpaid as of the effective date of such termination.

ii. BY THE CONTRACTOR

- (1) Should the Owner fail to perform any provisions of this Contract, the Contractor may notify the
- (2) Owner in writing that it is in default of its contractual obligations and instruct it to correct the default within seven (7) working days of receiving the notice. Failure to comply with the default request extends to the Contractor the option, without limiting any other right or remedy the Contractor may have, of immediately terminating this Contract and requesting settlement for all Services performed and all disbursements incurred pursuant to this Contract and remaining unpaid as of the effective date of such termination.
- (3) Should the Contractor's services be suspended by the Owner at any time for more than thirty (30) calendar days in any calendar year through no fault of the Contractor, then the Contractor shall have the right until such suspension is lifted by the Owner, to terminate this Contract upon giving three (3) working days written notice thereof to the Owner. In such event, the Contractor will be paid by the Owner pursuant to this Contract, for the completed tasks as per the scope of work that remain unpaid as of the effective date of such termination.

d) **Indemnification of Town**

- i. The Contractor releases, indemnifies and saves harmless the Owner and its elected officials, officers, employees, contractors, solicitors, assigns and agents from and against all claims, demands, actions, proceedings, suits, loss, damage, costs (including legal

costs), fines, penalties, charges and expenses (in this section collectively "Claims") which the Corporation may incur, suffer or be put to arising out of or in connection with this Contract or acts or omissions of the Contractor under this Contract, including:

- (1) those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property as a result of or in connection with, directly or indirectly, this Contract,
- (2) economic loss,
- (3) those arising from a breach by the Contractor of any of its agreements, representations, warranties or covenants set forth in this Contract, provided, however, that this obligation to indemnify the Owner shall not apply to Claims to the extent, if any, to which they may arise from the wrongful or negligent act or failure to act of the Owner or from any Owner breach of this Contract. Without limitation, the Contractor shall promptly pay the Owner in respect of any Claims recoverable by a third party from the Owner or the property of the Owner.

**1.27.** All documents submitted in response to this RFP shall become the property of the Town and as such will be subject to the disclosure provisions of Freedom of Information and Protection of Privacy Act or similar legislation pertaining to this jurisdiction.

**1.28. Confidentiality, Ownership and Use Of Documents And Material**

- a) The Contractor shall keep confidential for an unlimited period of time all communications, plans, specifications, reports or other information used in connection with the Project except:
  - i. those requiring disclosure by operation of law; or
  - ii. any disclosure authorized in writing by the Town.
- b) The Contractor shall, by employing written agreements, bind all employees, subcontractors and agents to the obligations of this confidentiality requirement.
- c) The Contractor agrees that all studies, reports, software, drawings, plans, models, designs, photographs, specifications, tender documents and other materials prepared or developed by or on behalf of the Contractor which are employed in connection with the Project are, and shall remain the property of the Owner. The Owner reserves the ownership and all copyright, patent and trademark rights therein and in the work executed there from, all of which may only be used by the Contractor with the prior written Agreement of the Owner.

**2. GOVERNING REGULATIONS**

**2.1. Permits, Notices, Laws & Rules**

- i. The Contractor shall apply and pay for all necessary permits or licences, including Town of Watson Lake Business License, required for the execution of the work. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

**2.2. Compliance with Workers Compensation Act**

- a) All Proponents will be required to be in good standing with the Yukon Workers' Compensation Health & Safety Board (WCB), COR or SECOR certification.
- b) The Contractor shall ensure compliance on their part with the Workers Compensation Act and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.
- c) In any case where pursuant to the provisions of the Workers Compensation Act, the Workers Compensation Board orders the Contractor in respect of their operations under this Contract to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the Owner on 24 hours written notice to the Contractor may terminate the Contract.

### **3. PROPONENT ASSURANCES**

**3.1.** Proponents shall guarantee the quality of workmanship and that all parts, equipment, and systems installed by the proponent are free of defect for a period of one year from the date of final acceptance by the Town, failing which the Proponent shall address such deficiencies at no cost to the Town. The Proponent is responsible for ensuring a safe work area is maintained at all times and shall cordon-off areas actively being worked on to keep the general public at a safe distance away and at no risk from moving equipment or flying debris.

### **3.2. INSURANCE PROTECTION & DAMAGE**

#### **a) Protection of Work, Property and Public**

- i. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- ii. The Contractor shall protect the property adjacent to the work areas from damage as the result of operations under the Contract. The Contractor shall protect the work and the Owner's property from damage and shall make good at their own expense any damage which may arise as the result of the Contractor operations under the Contract.

#### **b) Insurance**

The Contractor shall provide, at the time of request, certificates of insurance as outlined below:

- i. Forthwith, the Contractor shall obtain and maintain in force during the period of service, and for a minimum of (twelve) 12 months following completion of the works, with an insurance company a policy of insurance acceptable to and approved in writing by the Owner, the following insurance with limits on an occurrence basis not less than those shown in respective items following:
  - ii. **Provision of Goods and Services**
    - (1) Commercial general liability insurance providing coverage not less than five million (\$5,000,000.00) dollars each occurrence, all inclusive against liability for bodily injury, death or property damage on an occurrence basis.
    - (2) Installation floater with a limit no less than the full contract price.

- (3) Automobile liability insurance for standard non-owned, hired vehicles, and leased vehicles providing coverage not less than two million (\$2,000,000.00) dollars each occurrence, all-inclusive against liability for bodily injury, death or property damage on an occurrence basis.
  - (4) Automobile insurance for public liability and property damage providing coverage not less than two million (\$2,000,000.00) dollars each occurrence, all-inclusive on owned vehicles.
  - (5) Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Owner shall not be liable for any loss or damage to Contractor's equipment including loss of use thereof.
  - (6) The deductible or reimbursement for any policy required under this section shall not exceed five thousand dollars (\$5,000.00) per claim. The Contractor and/or their subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage/insurance.
  - (7) The "Town of Watson Lake" shall be named as the additional insured in the commercial general liability policy.
- iii. Each policy shall provide that no cancellation or material change reducing or restricting coverage in the policy shall become effective until after thirty (30) days notice of such cancellation or change shall have been given to the Town by registered mail, and the Contractor will upon demand of the Town deliver over to the Town all such policy or policies of insurance and the receipt for payment of premium thereon; and
  - c) It is the responsibility of the Contractor to ensure that each sub-contractor complies with the same insurance conditions as the Contractor.

## **4. SCOPE OF WORK / SPECIFICATIONS**

### **4.1. Introduction**

The Town of Watson Lake is seeking responses from Proponents to supply the Town with 200 cubic metres of quarter minus sanding gravel material for it's winter road sanding operations.

Proponents who are qualified and experienced in general contracting and trucking services are invited to provide Proposal Submissions as per the requirements of this request.

#### **1.1. Scope of Work**

Supply 200 cubic metres of quarter minus sanding gravel material suitable for winter sanding operations and deliver it to the Town's property at 204 Tenth Street South.

#### **1.2. Contractor Requirements**

The Contractor will be required to provide the following:

- a) all required permits;
- b) all materials and labour to complete the contract;
- c) provision of appropriately trained and certified staff, vehicles and equipment;
- d) maintaining safety and site cleanliness;
- e) cleanup of the site to the prior conditions of this contract;
- f) well-developed operating procedures;
- g) All personnel shall have the necessary experience and background in the work required. The whole of the work and the manner of performing same shall be done in a professional/workmanlike manner to the entire satisfaction and approval of the Owner;

#### **1.3. RFP Response Content**

All Proponents should include the following information in their Proposal Submission:

- a) anticipated work schedule indicating with an itemized timeframe for all components of the project from mobilization to final completion and cleanup;
- b) if unable to meet certain specifications or requirements of the Scope of Work, include an explanation of alternatives or substitutions;
- c) the Contractor's Project Manager, who will be the main point of the contact for the Town and the Town's project coordinator.
- d) a list of the employees and sub-contractors that will be working on the project and a description of their experience and certifications;
- e) all-inclusive contract price (before tax);
- f) a minimum of two references (including contact information) for other similar and recent jobs completed by the proponent;
- g) description of safety procedures and precautions to be taken to ensure public safety in construction site area, including a fall protection plan;
- h) conformance to regulatory standards; health and safety standards; and quality control standards.
- i) By responding to this RFP, Proponents agree to work to the terms and conditions as stated in this document. Any Proponent who submits additional or conflicting terms and conditions in their proposal is subject to disqualification from the RFP process. Clarification of any terms and conditions of this contract should be requested prior to the clarification question

deadline in Section 1.4.

**1.4. Proposal Evaluation**

- i. Proposals will be evaluated based on a combination of total price, proponent experience completing similar work, project timeline, adherence to or exceeding the requested specifications, professional/trades certifications, and local knowledge.
- ii. The Town shall evaluate the Proposals received and shall award the project in order to obtain the result that, at the Town’s sole discretion and opinion, is financially and functionally prudent, best meets its current and future needs, provides the best long-term value and life-cycle cost, and is assured of the Proponent’s professional expertise to complete the job.

<b>Criteria</b>	<b>Weight</b>
Proposal Submission content – overall value to the Owner based on quality of product, workmanship (experience and expertise in commercial renovation), safety, conformance to standards, aesthetic appeal of the finished result, and value added offerings.	30%
Total project cost	50%
References, project manager, and local content	5%
Work Schedule	15%
<b>Total</b>	<b>100%</b>

Proposal Submissions will be reviewed and evaluated by a selection committee comprised of Owner representatives. During the evaluation process any or all of the Proponents may be invited to give written or oral presentations and/or participate in interviews with the committee.

**1.5. Award**

**The final decision on awarding this tender is anticipated to be made during the week of August 13th, 2018.** The Town reserves the right to not award the project to the lowest price or to accept any Proposal if none comply with budgeted cost, specifications or timeline, and the Town shall have no liability to the Proponents.

The CAO shall notify the Signee of the Successful Proponent by telephone or e-mail within 24 hours of the decision. Thereafter, the Successful Proponent and the CAO or his designate shall formalize a written contract for completion of the project that is satisfactory to both parties, including terms of performance and payment, failing which the Town may offer the project to the next Proponent.

By submitting a proposal, the Proponent indicates their complete understanding of the project regardless of whether the specifications are clearly stated in this RFP. As such, Proponents are strongly encouraged to arrange a site visit to ensure their complete understanding of all aspects of the current site and situation. Additional charges related to anything that would have been obvious through a site visit shall otherwise be denied by the Town.

**1.6. Form of Proposal**

The attached Form of Proposal must be submitted with by all Proponents.

**1.7. Multiple Bids**

Proponents may submit more than one bid and total project price to provide different alternatives for consideration by the Town. Bids must be submitted separately, each with a Form of Proposal attached.

**FORM OF PROPOSAL, RFP #2018-02**

**PROPONENT INFORMATION**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, PROV/TERR, POSTAL CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

NAME & POSITION OF PERSON SIGNING (the "Signee")

\_\_\_\_\_

SIGNATURE OF SIGNEE

"I have fully read & understand this Request for Proposal and I have the authority to bind the Proponent"

\_\_\_\_\_

**PROJECT COMPLETION DATE**

Not later than \_\_\_\_\_ (dd/mm/yyyy)

**TOTAL BID PRICE (exclusive of GST)**    \$ \_\_\_\_\_

**Proposal Checklist:**

- Proposal details, showing Proponent's understanding of project, scope methodology, and how the project will be managed
- Project Team, including individual qualifications, skills, roles and responsibilities
- List of sub-contractors and their involvement
- Project Schedule
- Proponent experience
- Warranty
- Other \_\_\_\_\_