



Request for Proposal

Louie Drive & Old Okanagan Hwy Sidewalk Project

RFP-2020-02 – Louie Drive & Old Okanagan Hwy Sidewalk Project

Issue date: January 14, 2020

Closing date and time: January 23, 2:00pm

Proposals received after the Closing Date may be rejected.

Proponents are requested to deliver and ensure proposals are received and time/date stamped.

Mail / Courier	Electronic (preferred)
<p>Westbank First Nation 515 – Highway 97 South, Kelowna BC, V1Z3J2 Attention: Purchasing</p> <p>(See instructions below)</p>	<p>Electronic copies of the RFP may be submitted to: Purchasing@WFN.ca</p> <p>The subject line must contain the following: Response to RFP-2020-02 – Louie Drive & Old Okanagan Hwy Sidewalk Project (See instructions below)</p>
Fax Responses Will Not Be Accepted	

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Section 1 – Instruction to Proponents

This section defines the proposal preparation and submission procedures that are to be followed by all Proponents. Proponents are cautioned to carefully read and follow the procedures required by this proposal, as any deviation from these requirements may be cause for rejection. In this Request for Proposal (“RFP”), Westbank First Nation is referred to as “WFN”.

Request for Proposal Summary

WFN is requesting proposals from qualified organizations to provide design, tendering and field services for the installation of a new sidewalk on Louie Drive, Old Okanagan Hwy (2 locations) and Bering Road. Description of the Deliverables, Responsibilities and Scope of the Project are described in ‘Section 3 – Project Specifications’ of this document.

1. Proposal Closing and Submission Instructions

- A. The closing date for this Request for Proposal is **January 23, 2020 at 2:00pm**, based upon WFN’s Time Clock (the “Closing Date”).
- B. Proposals received after the deadline may be rejected.
- C. WFN requests that proposals be delivered by the following method:
 - 1. Electronically

Proponents are requested to remit one (1) copy of their proposal electronically in Adobe or Microsoft format via e-mail to purchasing@wfn.ca and are to clearly identify the complete RFP number and name in the e-mail subject line of their the submission, provided that;

- i. If Proponent's response submission exceeds ten (10) MB of file size, the proposal must contact purchasing@wfn.ca to make alternative arrangements (EG.: flash drive, digital disc, Sharefile, FTP site, etc.)
 - ii. WFN will NOT accept responsibility for a failed or incomplete transmission of a proposal, etc.
 - iii. WFN will NOT accept alterable forms of electronic transmissions.
- D. Fax Proposals will **NOT** be accepted
- E. Hardcopies are acceptable, but electronic copies are preferred.
 - 1. Please ensure all hardcopies of proposals are delivered during normal operating hours: Weekdays 8:30 AM to 4:30 PM (but in any event, **before 2:00 PM on the Closing Date**), in an envelope identified with the name and address of the Proponent, addressed to Westbank First Nation, WFN, Attn: Purchasing; with the RFP number and Closing Date clearly identified on the outside of the package to the following address:

Westbank First Nation
101 - 515 Highway 97 South, Kelowna, BC
V1Z3J2
Attn: Purchasing

2. How to Submit your Proposal

Proponents are requested to complete and return all the following by proposal closing time: Westbank First Nation Proposal Form contained in Section 6 of this RFP;

- i. Deliverables described in Section 3.5 of this RFP;
- ii. References contained in Section 5 of this RFP;
- iii. Any appendices, if requested; and
- iv. Additional Information, requested, not required (Section 7).

Proponents are not required to return sections containing the general and specific terms and conditions of this RFP, as applicable.

3. Submission Conditions

- A. Proponents' must ensure receipt of a complete set of documents as listed by the page numbers. By submitting a proposal, the Proponent verifies its receipt of a complete set of proposal documents, including all addenda.
- B. Any additions or deletions made after 2:00 PM on the RFP Closing Date will not be accepted by WFN.
- C. Proponents must allow sufficient time for the delivery of proposals by the Closing Date and time, based upon WFN's time clock (Pacific Time). Proposals received after proposal closing time may be returned to the Proponent unopened.
- D. Proposals will be opened in a confidential manner after the proposal Closing Date.
- E. Except as provided in the Withdrawal of Proposals clause, proposals are irrevocable and will remain open for acceptance by WFN for a period of sixty (60) calendar days after the Closing Date.
- F. All references made to money in any proposal must be in Canadian funds.
- G. Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy WFN's requirements in a more cost- effective manner. Proposals should be based on the instructions as outlined in this RFP.

4. Requests for Electronic Copy of Request for Proposal

- A. For requests of electronic copies of this Request for Proposal, please contact the WFN Purchasing Manager at (250) 769-4999 or purchasing@wfn.ca, and provide the appropriate RFP number, the name of the Proponent, as well as the Proponent's phone number and email address.
- B. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. All improperly altered proposals will be rejected.

5. Withdrawal of Proposals

The Proponent may withdraw its proposal at any time prior to the Closing Date and time by submitting a written withdrawal letter to the WFN Purchasing Manager, whereupon the proposal will be returned unopened.

6. Clarification

- A. Questions relating to the proposal must be directed to the contact whose names appear below (the "WFN Contact"). The Proponents must not contact or ask questions of the WFN department for which the contract is being procured, unless so directed elsewhere in this document.

Proposal/Technical Inquiries:	Jonathon Mitchell, Purchasing Manager Westbank First Nation Phone: (250) 769-4999 purchasing@wfn.ca
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- B. The Proponent may submit (in writing and by email (purchasing@wfn.ca)) any questions regarding the specifications, discrepancies, omissions, or any apparent ambiguities to the attention of WFN not less than three (3) working days before the Closing Date.
- C. WFN will review the question(s) and, where the information sought is not already clearly indicated, WFN will issue an addendum to all Proponents which such addendum will form part of the contract documents.
- D. Addenda are the only means of verifying, clarifying, or changing any of the information contained in this RFP. No employee or agent of WFN, other than the Purchasing Manager or duly authorized delegate, is authorized to change the content of the Proponents' proposal and/or any addenda. Receipt of all addenda must be acknowledged in the space provided on the Proposal Form.
- E. WFN will not grant requests for individual meetings in person with Proponents to answer any question before the Closing Date or before contract award, unless otherwise indicated in this document.

7. Ineligibility of Proposals

It is essential that Proponent's proposals thoroughly address and complete each requirement identified in this RFP. Furthermore:

- A. Incomplete proposals may be declared "non-responsive";
- B. Proposals that are improperly signed, conditional, illegible, obscure, or contain material arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid;
- C. Where there is a discrepancy, written amounts shall take precedence over figure amounts;
- D. WFN considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WFN, and any contractor involved in such litigation is ineligible to submit a bid.

8. Proposal Signing

Proponents must, under the hand of a duly authorized signatory, execute the WFN Proposal Form contained in Section 6. The Proponent's legal name and the capacity in which the authorized signatory acts must be confirmed in the proposal. Proposal forms that do not contain an authorized signature may be rejected.

9. Contract Documents

- A. Proponents must identify proposals with the designated proposal number as indicated.
- B. The following list of documents, and any other documents that may be incorporated by agreement of WFN and the Proponent shall comprise the contract documents, which include the following:
 - i. the General Terms and Conditions and Specific Terms and Conditions appearing as part of this document;
 - ii. the Specifications appearing as part of this document;
 - iii. the Proposal Form and RFP Response, as submitted by the Proponent;
 - iv. WFN's standard form of contract and/or purchase order; and
 - v. any addenda issued prior to the closing of this RFP
- C. WFN assumes the Proponents acceptance of the general and specific terms and conditions unless the response clearly indicates otherwise. WFN reserves the right to negotiate, accept or reject Proponents' changes to the general and the specific terms and conditions.
- D. Where the terms and conditions of WFN's standard form of contract conflict with those of any other contract document, the terms and conditions of WFN's standard form of contract will prevail.

10. Taxes

WFN is not subject to Provincial ("PST"), Carbon Tax or Goods and Services Tax ("GST"). Registration numbers are as follows:

GST# BN#105626220 RT0001
PST# 1014-8312

11. Proposal Costs

The Proponent is responsible for all costs incurred in the preparation and delivery of a proposal. For greater clarity, no costs whatsoever associated with the preparation and delivery of a proposal are chargeable to WFN.

12. Limitation of Damages

The Proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process. Furthermore, the Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

13. Liability for Errors

While WFN has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

14. Compliance

Proponents agree to comply with all laws and regulations affecting this proposal document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

15. Entire Agreement

The Proponent may be required to sign an agreement with WFN, as set out in the Contract Documents section of this document. That agreement, together with the documents referenced in the Contract Documents section of this RFP, shall be known as the Contract, and will constitute the entire agreement between the parties and supersede all prior verbal negotiations and representations.

16. Acceptance of Proposal

- A. WFN is not bound to award to any Proponent or to the lowest priced qualified Proponent. The awarding of the RFP (if made) will be made upon all the evaluation criteria disclosed in this RFP, and shall be in WFN's sole discretion, based upon the best overall value to WFN.
- B. All proposals are subject to WFN Council approval and funding. Should all proposals received exceed WFN's set budget or not receive WFN Council approval, WFN reserves the right not to accept any proposals.
- C. WFN reserves the right to disqualify from the competitive process, without notice or consultation any Proponent that has failed to meet its contractual obligations to WFN in any prior contract, in WFN's sole opinion. This includes, but is not limited to, situations which the Proponent has committed:
 - i. A breach in a current or prior contract with WFN;
 - ii. Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WFN.

17. Right to Reject

- A. WFN, in its sole discretion, reserves the right, upon appropriate investigation and evaluation, to determine to reject any or all proposals received, or to accept any proposals it considers advantageous, based on, inter alia, the following considerations:
 - i. a request for proposals must be cancelled due to budgetary issues that adversely impact WFN's ability to carry on its operations;
 - ii. there is a change in economic circumstances which adversely impact WFN's operations;
 - iii. information becomes available to WFN after the Closing Date which significantly changes the original scope of a request for proposal; or
 - iv. fewer than three (3) proposal responses are received by WFN;
- B. The right is reserved, as the interests of WFN may require, it to reject any or all proposals or to waive any minor irregularity or non-compliant issues in proposal(s) received.

18. Negotiation Privilege

WFN will ensure it has the ability to arrive at a mutually agreeable final contract with a Proponent. Negotiations may be held with the first potential Proponent including, but not limited to, matters such as:

- A. Price adjustments;
- B. Minor changes to scope of work;
- C. Contract details;
- D. Contract payment details; and
- E. Service requirements.

It is not the intent of WFN to allow for new or significantly altered proposals.

If a written contract cannot be negotiated with the Proponent who receives the highest score in the evaluation of the proposals received, WFN reserves the right to terminate negotiations with that Proponent and negotiate a contract agreement with the next highest ranked Proponent, or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The Proponent acknowledges and agrees that WFN is never contractually (or in any other manner) obligated to any Proponent until a written contract has been duly executed.

19. WFN Member Employment

As outlined in the Westbank First Nation Purchasing Policy https://www.wfn.ca/docs/policy_2015-09_goods_services_and_asset_procurement.pdf , every RFP, Competitive Quotation, and Public Tender must contain and be evaluated using an Adjusted Price Calculation for businesses owned by or employing WFN members.

20. Award of Proposal

WFN Purchasing will notify the successful Proponent(s) and may issue a WFN Contract or purchase order.

Except where stated otherwise herein, the Project Specifications describe what is considered necessary to meet the performance requirements of WFN, and Proponents should bid in accordance with such Project Specifications, or, if the Proponent cannot meet the Project Specifications, the Proponent may offer an equivalent alternative means for WFN's review and consideration which.

If in addition to bidding on goods, materials, equipment and/or services that meet the Project Specifications, if the Proponent wishes to offer an alternative proposal, the alternative proposal shall be submitted separately in the same format as the initial quotation.

Section 2 – General Terms and Conditions

These Terms and Conditions will normally form part of any contract made with a successful Proponent pursuant to this RFP process.

1. Governing Law/Jurisdiction

This RFP shall be governed by and construed in accordance by the laws of Westbank First Nation, Canada and the Province of British Columbia, as applicable. The courts of British Columbia and Canada, as applicable, will have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFP.

2. Review

WFN will perform a regular review of the relationship with a successful Proponent to ensure service is satisfactory. If any deficiencies in service or support are encountered, WFN has the option of terminating this contract at any time. The judgment as to those deficiencies is at the sole discretion of WFN.

3. Payment Terms

WFN's payment terms are net thirty (30) days of receipt of the invoice.

WFN offers and encourages the use of electronic funds transfer (EFT) for those with whom it contracts ("Contractors"). Successful Contractors will be presented with an option to initiate an EFT request with their contract documents.

4. Independent Contractor

- A. A successful Proponent is in every case deemed to be an independent Contractor, and neither the successful Proponent, nor its directors, officers, employees, servants or agents are or can be held to be the directors, officers, employees, servants or agents of WFN.
- B. The successful Proponent shall not, in any manner whatsoever, commit WFN to the payment of any money to any third party.
- C. WFN may, from time to time, give such instructions as it considers necessary to the a successful Proponent in connection with the provision of the Services as outlined in Section 3 of this RFP (the "Services"). The successful Proponent shall comply with these instructions, but the successful Proponent will not be subject to the control of WFN with respect to the manner in which such instructions are carried out except in regard to generally applicable WFN standards, policies and guidelines.

5. Subcontractors

- A. Proposals shall include the corporate or other legal name of all subcontractors and sub-consultants proposed to be used in the performance of the Services, with clear indication and descriptions of the Services each to be completed.
- B. The subcontractors and sub-consultants listed in the proposal may not be changed without the written consent from the WFN Contacts

6. Records

- A. A Contractor shall maintain all records and books concerning the Services provided and fees invoiced by the Contractor under this contract made pursuant to this RFP.
- B. A Contractor shall maintain all records and books, together with all relevant documents and materials, for the duration of such contract, including any and all renewals of this such contract, for seven (7) years (or such other statutorily-required duration) following the completion or termination of this contract.
- C. When requested by WFN, a Contractor shall make available all books and records, together with the supporting or underlying documents and materials, to WFN for inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Contractor's office or place of business. The Contractor shall not charge WFN any fee for the cost of reproduction of records required under this contract.
- D. WFN may, at any time during the term of such contract, audit all the Contractor's accounting records and books concerning Services provided under such contract, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- E. Upon receipt of a request from WFN, a Contractor shall, within two (2) business days, give WFN full access to the Contractor's complete file relevant to the contract arising from this RFP.

7. Advertising, Publication or Solicitation

- A. A successful Proponent shall not advertise its relationship with WFN, or use WFN's name or any content of the contract arising from this RFP in any advertising, mailing list or publication, written or verbal, except with the written consent of WFN.
- B. Any use or reference by a successful Proponent to this RFP to promote, solicit, or disseminate information regarding the details of the contract arising from this RFP is prohibited except as allowed in this section.
- C. If WFN, in its sole discretion, determines that the use of the phrase noted in part A of this section is inappropriate, or may in any way cause harm to WFN or its reputation, WFN may in writing direct a successful Proponent to cease using any reference to WFN in its advertising, or may terminate the contract arising from this RFP, or both.

8. Confidentiality and Freedom of Information

- A. A successful Proponent will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Proponent to fulfill its obligations under the contract arising from this RFP will not, without the prior written consent of WFN, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a successful Proponent as a result of the contract arising from this RFP except as required by law (the "Information"). In such instances, the successful Proponent shall advise WFN prior to disclosing the Information.
- B. Any Information or records retained by the successful Proponent should be securely stored and measures must be in place to restrict access to authorized personnel

only. Measures should be taken to protect Information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.

- C. The successful Proponent agrees to immediately notify WFN both verbally and in writing in the event of any unauthorized disclosure of Information. This notice will include the names and claim numbers of the individuals who's Information has been compromised, the date of the incident, and the specifics of the incident that occurred that compromised the security of the Information.

9. Treatment of Information

- A. All information contained in a Proposal submitted in response to this RFP will, in general, be available to the public in accordance with the applicable access to information legislation. The Proposal will become the property of WFN, and will not be returned to the Proponent(s).
- B. If the Proponent(s) believe any of the information requested in this RFP and provided by them is confidential in nature, the Proponent(s) will identify said information as such and provide a rationale as to why it should not be released under the applicable access to information legislation.
- C. The rationale for keeping information confidential under access to information legislation can include:
- D. Trade secrets of the Proponent;
- E. Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain, or could reasonably be expected to prejudice the competitive position of the Proponent; or
- F. Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

10. Ownership

The copyright in any material created by the successful Proponent in the completion of their obligations under a contract arising from this RFP will belong exclusively to WFN and the successful Proponent shall execute any assignments of copyright required by WFN to give this provision effect.

11. Soliciting of Employees, Contractors, or Subcontractors

For the term of any contract arising from this RFP, and for six (6) months following the termination of said contract, WFN will not, except with the prior written approval of the successful Proponent, will not specifically solicit as an employee, contractor, or subcontractor, any employee of the successful Proponent who during the term of this said contract provided Services to WFN. For the term of any contract arising from this RFP, and for six (6) months following the termination of said contract, the successful Proponent will not, except with the prior written approval of WFN, specifically solicit as an employee, contractor, or subcontractor, any person who is an employee, contractor or subcontractor of WFN during the term of this said contract. This provision does not require a party to obtain prior written approval to hire as an employee or contract with a person listed above who responds to a general offer of employment or contract made to the public by the party.

12. Conflict of Interest

- A. The successful Proponent shall ensure that the Services are provided to WFN without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- i. personal relationship between any officer, director, employee, servant or agent of the successful Proponent and any other person which results in work or Services being awarded to the successful Proponent;
 - ii. Any officer, director, employee, servant or agent of the successful Proponent approaching WFN personnel, other than as required for performance of the Services, to in any way promote the business of the successful Proponent or otherwise solicit requests for Services;
 - iii. The retention of WFN employees and/or subcontractors to provide Services;
 - iv. Distribution of promotional material while performing the Services for WFN.
- B. Where the successful Proponent recognizes or perceives a conflict of interest, the successful Proponent shall provide written notice to WFN of the conflict.

13. Indemnity

The successful Proponent shall indemnify and save harmless WFN from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by WFN at any time where the same are based upon or arises out of anything tortuously done or omitted to be done by the successful Proponent or any officer, director, employee, servant or agent of the Proponent.

14. Termination

A. Termination for Cause:

WFN reserves the right to cancel all or any part of this contract arising from this RFP if the successful Proponent fails to deliver the Services in accordance with the terms of this contract to the satisfaction of WFN. Such cancellation shall be in writing and may be without notice and shall not result in penalty or other charges to WFN.

B. Termination for Convenience:

In addition to the remedy provided in any other clause within any contract arising from this RFP, WFN may, at its option, terminate this said contract at any time during the term of that contract, and, if such option is exercised, then said contract will terminate fourteen (14) days after the date such written notice is received or deemed received, by the successful Proponent and WFN will be under no further obligation to the successful Proponent, except to pay to the successful Proponent such amount as the successful Proponent may be entitled to receive, pursuant to payment for the Services provided to the date of termination. Such termination will not result in any penalty to WFN, unless otherwise agreed to and as specified in any contract arising from this RFP.

15. Reserve the Right

WFN reserves the following rights:

- A. right to contract any set portion of the submitted proposal;
- B. accept no proposal whatsoever;
- C. accept or reject any proposal whether complete or not;
- D. negotiate changes to the successful proposal;
- E. reject any proposal it considers not in its best interests;
- F. not be liable for misunderstandings by Proponents or errors in the RFP;
- G. no obligation to accept the lowest priced or any proposal;
- H. issue addenda to the RFP;
- I. contact references provided by the Proponents;
- J. retain independent persons or contractors for assistance in evaluating proposals;
- K. request points of clarification to assist the WFN in evaluating proposals;
- L. require changes in the scope of Services as deemed necessary by WFN;
- M. withdraw the Request for RFP.

16. Standards of Conduct and Policy Compliance

The successful Proponent shall perform all Services in a professional manner satisfactory to WFN, in accordance with the industry codes and/or professional standards as applicable.

17. Force Majeure

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages or slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, suppliers or material shortages.

Section 3 – Project Specifications

1. Background

Westbank First Nation (WFN) is one of seven First Nation communities that belong to the Okanagan Nation, located in the Okanagan Valley of south central British Columbia. WFN lands are comprised of five reserves totaling 2161 hectares (5,340 acres). Tsinstikeptum IR 9 and IR 10 are the main developed community reserves, bordering Okanagan Lake and adjacent to Kelowna and West Kelowna.

WFN has been self-governing since April 1, 2005 and is considered a leader in the area of First Nation governance. Self-government has created new opportunities for the members of WFN and has opened the door for unprecedented growth and development on WFN Lands. In an effort to keep up with the increasing demands of the growing community and to maintain high quality service levels, WFN continues to offer an increasing variety of programs and services from its main facilities. WFN has also increased the quantity and quality of infrastructure, street lighting, bike lanes and sidewalks.

2. Project Overview

WFN is seeking to retain a qualified consultant to provide design, tendering, and field services for the installation of 4 new sidewalks sections that are as follows:

1. A sidewalk that stretches approximately 450 meters along the east side of Louie Drive from Old Okanagan Hwy to end of the existing sidewalk near the entranceway for 2103 Louie Drive.
2. A sidewalk that stretches approximately 100m from the existing sidewalk at Skyview Lane to the intersection of Old Okanagan Hwy and Louie Drive.
3. A sidewalk that stretches approximately 170 meters and joins together 2 existing sidewalks on the northern side of Old Okanagan Highway, beginning near 1132 Greenbay Lane and ending at 3285 Old Okanagan Hwy.
4. A sidewalk and curb return located on the south-east corner of the intersection of Bering Rd and Old Okanagan Hwy.

The locations of the proposed works are shown in 'Attachment "A" – Sidewalk Locations' at the end of this document. Topographic Surveys of the locations have been completed by WFN and are available upon request.

Old Okanagan Hwy, Louie Drive, and Bering Road are Ministry of Transportation roads and MOTI approval will be required.

3. Project Objectives

This section outlines the specific objectives and outcomes of the sidewalk project design services.

1.0 Louie Drive Services to include;

- a) East side curb, gutter and sidewalk;
- b) East and west side bike lanes;
- c) Street lighting design (confirm if existing pole mounted lights are adequate or if additional lights are required);
- d) Storm drainage system extension including sizing calculations as required by MOTI ;
- e) Sanitary sewer extension;
- f) Retaining wall (if required);
- g) Geotechnical design and inspections/testing;
- h) Design to be completed in Dynamic Civil 3D format.

2.0 Old Okanagan Hwy (a) Services to include;

- a) North side curb, gutter and sidewalk;
- b) North and South bike lanes;
- c) Street lighting design (confirm if existing pole mounted lights are adequate or if additional lights are required);
- d) Storm drainage system extension including sizing calculations as required by MOTI ;
- e) Louie Drive and Old Okanagan intersection analysis to determine if traffic improvements/changes are warranted, WFN Transportation Plan suggested a north bound right turn lane however a detailed traffic analysis is requested to confirm intersection configuration.
- f) Complete a warrant to confirm Old Okanagan crosswalk treatment type.
- g) Retaining wall (expected to be required);
- h) Geotechnical design and inspections/testing;
- i) Design to be completed in Dynamic Civil 3D format.

3.0 Old Okanagan Hwy (b) Services to include;

- a) North side curb, gutter and sidewalk;
- b) North and South bike lanes to be extended west to Old Okanagan Hwy (a);
- c) Street lighting design (confirm if existing pole mounted lights are adequate or if additional lights are required);
- d) Storm drainage tie in if required;
- e) Retaining wall (expected to be required);
- f) Water main adjustment (lowering) at rear of lot 1130/1132 Greenbay Lane to allow for sidewalk.
- g) Geotechnical design and inspections/testing;
- h) Design to be completed in Dynamic Civil 3D format.

4.0 Bering Road @ Old Okanagan Hwy South East Corner;

- a) Curb and sidewalk extended from existing location to return onto Bering Road;
- b) Storm drainage if required;
- c) Geotechnical design and inspections/testing;
- d) Design to be completed in Dynamic Civil 3D format.

4. Scope of Project

The scope of services provided will include **detailed design, tendering process assistance, contract administration services** and **resident field services** during construction including the **preparation of record drawings** and shall encompass the tasks that are required to accomplish the following objectives and provide the following deliverables. The items identified and detailed below are a guide to the many tasks required to successfully completing the sidewalk projects. These items are not intended to be limiting or exhaustive. The proponent is to identify any additional substantial items that are not identified below within their proposal.

A. Detailed Design

This section describes what shall be included in the detailed design stage of the sidewalk project. This list is not intended to be exhaustive or limit proponents.

- a. Consultation: Consult with other parties and agencies affected by the project and determine design restrictions and requirements. Parties or agencies may include the Ministry of Transportation and Infrastructure, BC Hydro, FortisBC, Shaw Cable, and Telus. This list may not be exhaustive.
- b. Detailed Design Drawings: Detailed design drawings shall include: plans, walls, lighting, profiles and cross sections of the improvement works, and details such as grading tie-ins to adjacent properties, drainage appurtenances, backfill and restoration, and boulevard landscaping. In addition, traffic lane/curb alignment shall be based on requirements from the Ministry of Transportation and Infrastructure. AutoCAD drawings are to be prepared to scale and to UTM NAD83 Zone 10 Coordinates. Designs must also be submitted in Civil3D to accommodate simplified revision.
- c. Hydraulic/Drainage Review: Proponent to review existing systems and the potential impact of the proposed works on the up and down stream.
- d. Draft Construction Contract Documents: Draft documents will be submitted to WFN for review and approval with the detailed construction drawings. The contract shall be based on the Master Municipal Construction Documents (“MMCD”). Technical specifications shall include WFN’s standards where applicable.
- e. Estimated Cost: The cost of the works included in the construction drawings and draft contract documents will be estimated.
- f. Final Contract Documents including Construction Drawings: The construction drawings and draft documents will be finalized, taking into account the comments provided by WFN. WFN will do a final check to ensure comments have been incorporated.

B. Tendering Process Assistance

WFN may place the Invitation to Tender (“ITT”) for Contractors as an advertisement on BCbid and on the WFN procurement webpage (<https://www.wfn.ca/business-development/business-services/bidding-opportunities.htm>). In the ITT process, the contracted consultant will be responsible for the following items:

- a. ITT Inquiries: Prepare written responses to questions from participating tender proponents and if necessary prepare addenda. No verbal responses to questions from participating tender proponents will be given during the ITT process. WFN shall transmit responses to participants and update subsequent information on BC bid.
- b. Site Meeting: The contracted consultant will arrange for and attend a site meeting for participating ITT proponents, record attendance, provide minutes of the meeting, and describe answers given to each question. WFN will be responsible for transmitting the received minutes to the participants.
- c. Tender Evaluation: The contracted consultant shall participate in the evaluation of process of the received ITT submissions. Submissions will be evaluated on price, completeness, contractor qualifications, references and value add.

C. Contract Administration (Provisional) Services:

General Contract Administration Services/Provisional Services shall include but not necessarily be limited to the following project tasks, and shall be billed hourly. For comparison purposes, proponents should anticipate 8 hours a week for 10 weeks:

- a. Review of contractor's traffic management plan.
- b. Review of contractor's environmental management plan (if required).
- c. Management and supervision of on-site field service personnel.
- d. Review quantities used for progress payments.
- e. Preparation of monthly progress payments and final payment.
- f. Review contractor's extra work requests and coordinate with WFN for approval.
- g. Conduct construction completion review with contractors.
- h. Conduct completion inspection with WFN and MoT.
- i. Issue deficiency lists and coordinate rectification of any deficiencies.
- j. Issue Substantial Performance Certificate.
- k. Coordinate 1 year maintenance inspection.
- l. Notices as required by the contract documents.
- m. Weekly site meetings with contractors and WFN.
- n. Attendance and provision of evidence if arbitration is necessary to resolve disputes, as provided by the contract General Conditions.

D. Resident Field Services:

The Resident Field Services shall include but not necessarily be limited to the following project tasks. For comparison purposes, proponents should anticipate 24 hours a week for 10 weeks:

- a. Quality control site visits by the responsible professional engineer.
- b. Review of shop drawings.
- c. Review of material test reports or certification.

- d. Inspect the materials and performance of the work to ensure the quality and provisions of the contract are followed to the defined standards.
- e. Perform the responsibilities of the consultant as specified in the contract documents.
- f. Ensure that the contractor's traffic management plans are prepared in advance and reviewed before implementation, such that they will provide clearly marked safe passage for vehicles, bicycles and separately for pedestrians including those using mobility aids of any kind.
- g. Monitor implementation of traffic management plans such that they are equal to or better than the original plans.
- h. Maintain clear and detailed records of the contract performance including diaries, scheduled reporting and photographs.
- i. Prepare record drawings.
- j. Provide weekly progress reports to WFN including any unusual or notable occurrences on site.
- k. Site safety monitoring.

5. Deliverables

A. General Information

This Section outlines the specifics of the Form of Proposal. Proposals must include the information outlined in this section. To facilitate uniformity of presentation and ease of evaluation, Proposals shall be limited to 15 pages total (including schedules, resumes, brochures and fee portion) and at the minimum, shall contain the following:

- a. Letter of Introduction
 - i. One page, introducing the proponent and signed by the person(s) authorized to sign on behalf of and bind the proponent to statements made in response to this RFP.
- b. Project Methodology
 - i. A statement detailing your firm's interest and understanding of the projects.
 - ii. Discuss your team's approach to the project tasks and overall project.
- c. Qualifications and Experience of Team and Firm
 - i. Provide a brief history, size and background of your firm.
 - ii. Describe corporate qualifications and ability to undertake and complete the sidewalk project in a timely manner.
 - iii. Resumes or CVs of the key members on the Project. Describe each staff member's role in this project and their qualifications and experience on similar projects.
 - 1. The successful Proponent shall not change key staff or firms without written permission of Westbank First Nation. Westbank First Nation reserves the right to request

reasonable changes to key personnel to suit the requirements of the project.

- d. Project Schedule and Milestones
 - i. A detailed project schedule of all the major milestones of the project.
 - ii. Definitive deadline dates for 50%, 90% and 100% detailed design.
 - iii. Project to be completed in its entirety (design and build) within the 2020 calendar year.

- e. References
 - i. As found in Section 5 of this document.

- f. Fees, Rates, Charges, and Other Financial Considerations
 - i. Project personnel (including hours and rates)
 - ii. Associated expenses for the project including non-invoice expenses such as mileage, copying, and per diems.
 - iii. Provide completed Fee Schedule (Section 3.7)

- g. WCB Letter of Clearance (due upon award of contract)

- h. Valid copy of Liability Insurance (due upon award of contract)
 - i. Naming WFN as an additional insured to the Comprehensive General Liability Policy.
 - ii. Confirmation that the insurance contains a cross liability clause.
 - iii. Comprehensive General Liability Policy in an amount not less than \$2,000,000.
 - iv. Liability Insurance in an amount not less than \$2,000,000 with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind.

RFP-2020-02 – Louie Drive & Old Okanagan Hwy Sidewalk Project

6. Schedule of Events

The table below describes the anticipated schedule of events that relate to this RFP and Project in its entirety. Please note these dates are subject to change. The Purchasing Manager will contact participating proponents with any changes to the proposed schedule of events as detailed below.

Order	Event	Date
RFP Process		
1	RFP Issued	January 14, 2020
2	Proposal Deadline	2:00 pm, January 23, 2020
3	Proposal Assessment	January 24, 2020
5	Proponent Selected	January 24, 2018
Design Process		
1	Contract Signed (Detailed Design only)	January 27, 2020
2	50% Detailed Design	Defined by Proponent in RFP response
3	90% Detailed Design	Defined by Proponent in RFP response
4	100% Complete	Defined by Proponent in RFP response

The successful proponent shall ensure completion of their responsibilities related to the project to allow for project completion in 2020. Completion of the contract shall be defined as public access to the road, sidewalk, bike lanes, and installation of street lighting.

7. Fee Schedule

Please provide fees for each of the items identified in the Scope of the Project and Project Objectives (Section 3.3 and 3.4).

Fee Schedule				
Item	Location			
	Louie Drive	Old Okanagan (a)	Old Okanagan (b)	Bering Road
A. Detailed Design	\$	\$	\$	\$
B. Tendering Process	\$	\$	\$	\$
C. Contract Administration (approx. 10 Weeks, 5hr/week)	\$	\$	\$	\$
D. Field Services (approx. 10 Weeks, 25hr/week)	\$	\$	\$	\$
Total	\$	\$	\$	\$

Section 4 – Evaluation Process and Criteria

The awarding of any contract arising from this RFP shall be based on the best overall value to WFN. Proposals will be assessed and scored, based on the evaluation criteria that will include but is not limited to the criteria described in the table below. Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

A. Process

WFN will assemble a cross-functional Evaluation Team that will include members of the Purchasing and Development Services Departments. Each member of the Evaluation Team will individually review and evaluate all submitted proposals using the Evaluation Criteria described in the table below. In regards to the evaluation, WFN reserves the following rights:

- i. Waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent Team;
- ii. Independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any Submission;
- iii. Conduct reference checks relevant to the Project with any or all of the references cited in a Submission and any other persons (including persons other than those listed by Proponents in any part of their Submissions) to verify any and all information regarding a Proponent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Submissions;
- iv. Not proceed to review and evaluate, or discontinue the evaluation of any Submissions, and disqualify the Proponent from this RFP; and
- v. Seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any Submission, or any part of their component packages.

B. Evaluation Criteria

The tables below outlines the Evaluation Criteria that will be used to evaluate each proposal.

Criterion	Maximum Score
Financial Terms	25
Project Methodology	25
Firm and Team Profile	25
References	15
Value Add/Additional Information	10
Total	100

Section 5 – References

Provide a minimum of three (3) organizations your firm has provided comparable services to that were similar in scope as detailed within this RFP. Referenced projects should be within British Columbia and completed in the past 5 years.

WFN reserves the right to contact the references to confirm the nature of the work provided by a respondent, and to obtain additional information regarding the proponent’s performance. WFN will not enter into a contract with any proponent whose references in WFN’s sole opinion, is found to be unsatisfactory.

Reference 1	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Project Details (location, value, scope etc.):	

Reference 2	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Project Details (location, value, scope etc.):	

Reference 3	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Project Details (location, value, scope etc.):	

Section 6 – Proposal Form

**Company
Name:**

I/We hereby offer to provide the services outlined herein and to enter into a contract at the stated prices and fulfill the other requirements of the contract documents. Prices stated are in Canadian funds. No person, firm, or corporation other than undersigned has any interest in this proposal or in the proposed contract for which this proposal is made.

Addenda

Where information is sought and is not already clearly indicated in the RFP document, WFN may issue an Addendum. It is requested that receipt of any addenda be acknowledged as follows:

I/We acknowledge receipt of the following applicable Addenda to the Request for Proposal:

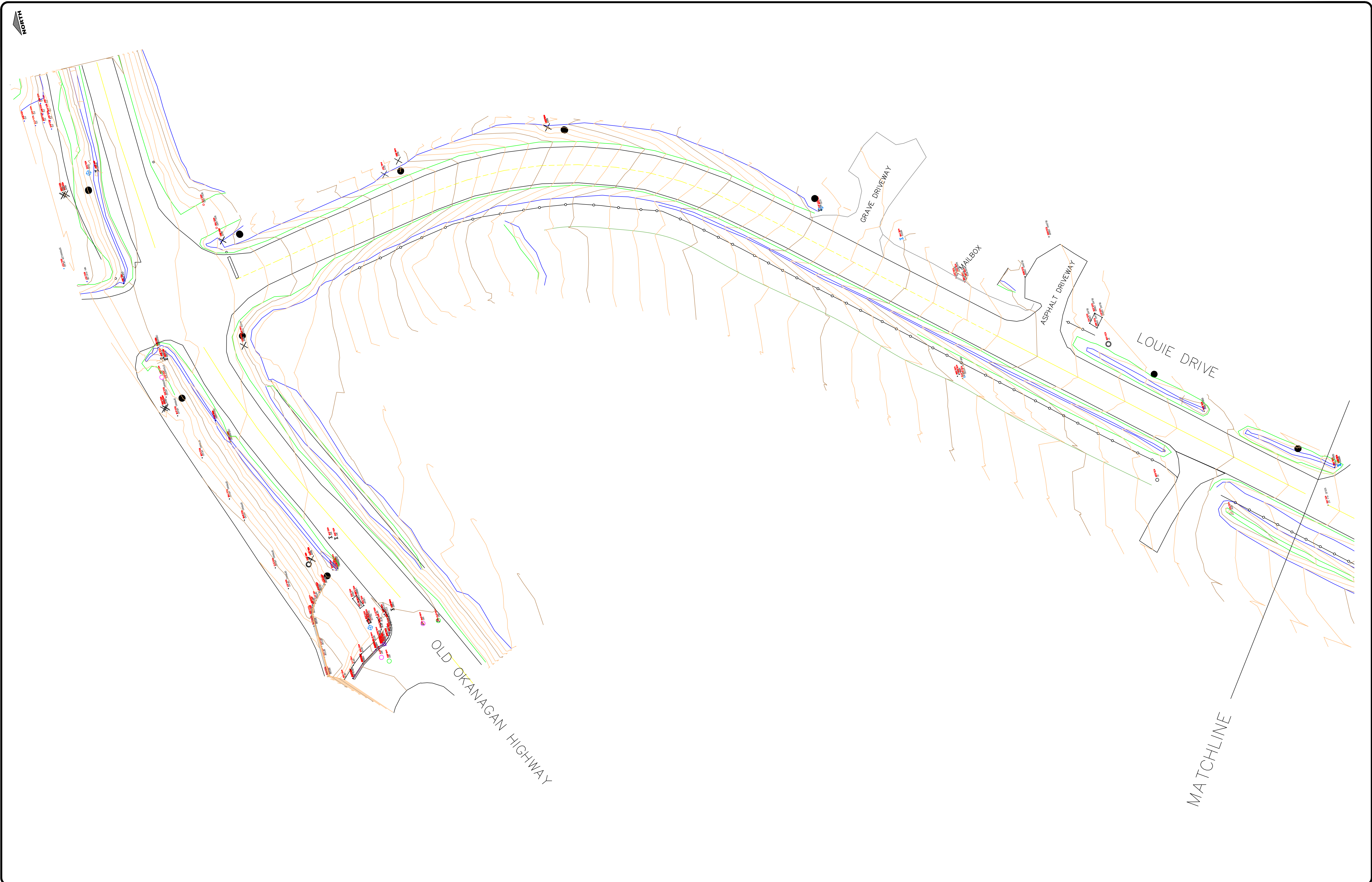
Addendum:	Date of Addendum	From Pages	To Pages
Addendum No. 1			
Addendum No. 2			
Addendum No. 3			

Authorized Signing Officer			
Legal Business Name:			
Other names your company operates under:			
Address:			
City:	Province:		
Telephone:	Email:		
Signature:			
Title:	Date:		

It is requested that this Proposal Form be executed by a principal duly authorized to bind contracts on behalf of the company. It is requested that the Proponent's legal name and the capacity in which the signing officer acts be against the signature. Proposal forms that do not contain an authorized signature may be rejected.

Section 7 – Additional Information

Please provide any additional information you feel may be relevant to your proposal submission or that you feel gives a competitive advantage. Items may include service superiority, community support, community involvement, sustainability movements, in-kind donations etc.



LEGEND

- PROPERTY LINES
- BOTTOM OF SLOPE
- TOP OF SLOPE
- COMM LOCATES
- GAS LOCATES
- STREETLIGHT LOCATE

DRAWN:	JE	
CHECKED:		
SURVEYOR:	MT	
SURVEY FILE:	19-328	
DRAWING FILE:		
CORRESPONDENCE:		
GRID: UTM GRID	1:400	
DATE:	12.14.19	
JUNE 21 2019	0	ISSUED FOR REVIEW
DATE	REVISION	DR.

CONSULTANTS SEAL

OKANAGAN SURVEY
& DESIGN LTD.

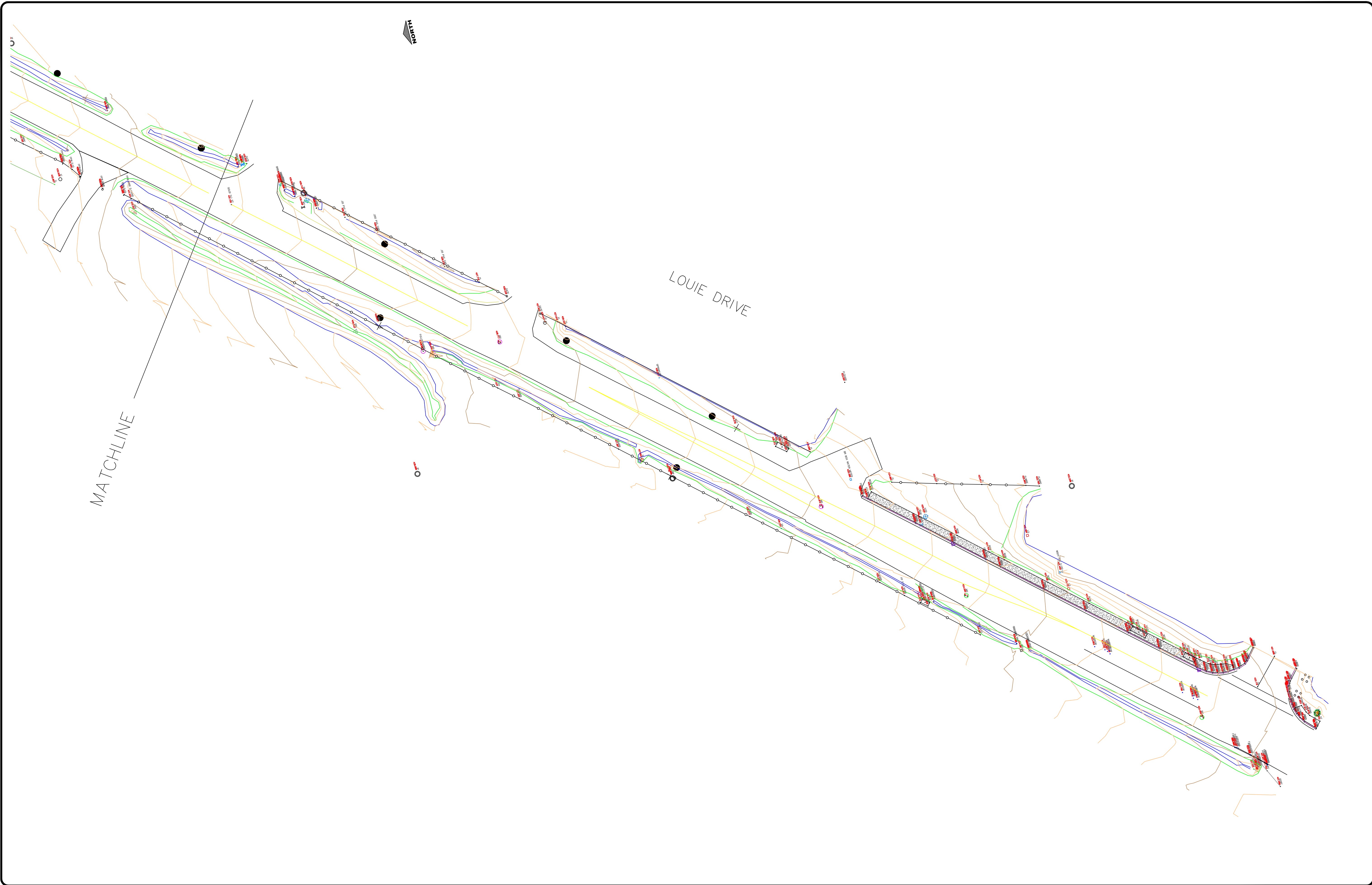
15883 BARKLEY ROAD LAKE COUNTRY, BC
 1.250.861.5656
 WWW.OSDC.CA

TOPO SURVEY
WESTBANK FIRST NATION

OSDC PROJECT No.
19-328

DRAWING No.
A-01

SHEET: 1	REV. No. R0
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LEGEND

	PROPERTY LINES
	BOTTOM OF SLOPE
	TOP OF SLOPE
	COMM LOCATES
	GAS LOCATES
	STREETLIGHT LOCATE

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SURVEY FILE:	19-328	
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CORRESPONDENCE:		
GRID: UTM GRID	1:350	
DATE:	12.14.19	
JUNE 21 2019	0	ISSUED FOR REVIEW
DATE	REVISION	DR.

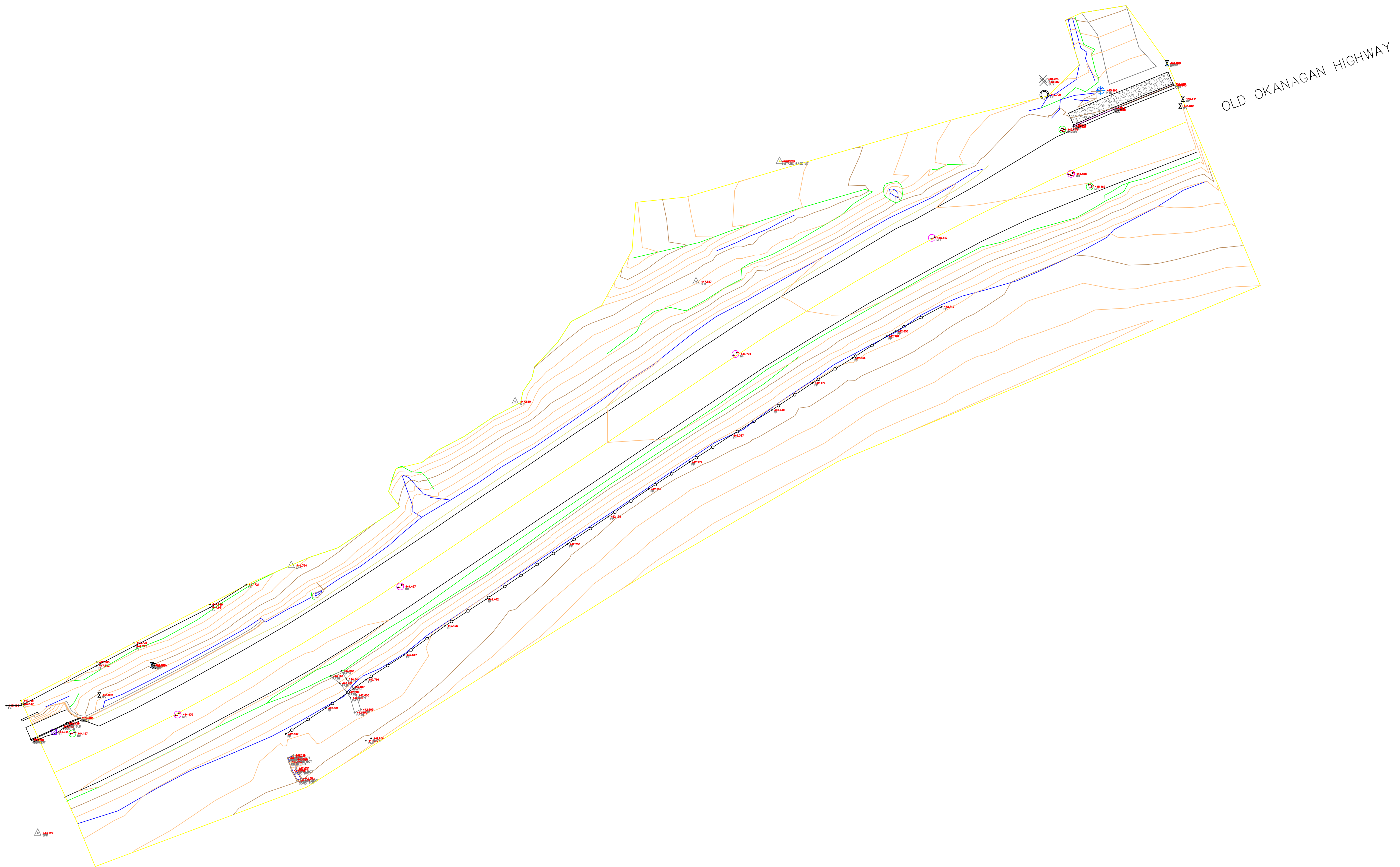
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OKANAGAN SURVEY & DESIGN LTD.
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OSDC PROJECT No.
19-328
 DRAWING No.
A-01A

SHEET: 1
 REV. No.
 R0



LEGEND

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- TOP OF SLOPE
- COMM LOCATES
- GAS LOCATES
- STREETLIGHT LOCATE

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GRID: UTM GRID	1:300	
DATE:	12.14.19	
JUNE 21 2019	0	ISSUED FOR REVIEW
DATE	REVISION	DR.

CONSULTANTS SEAL

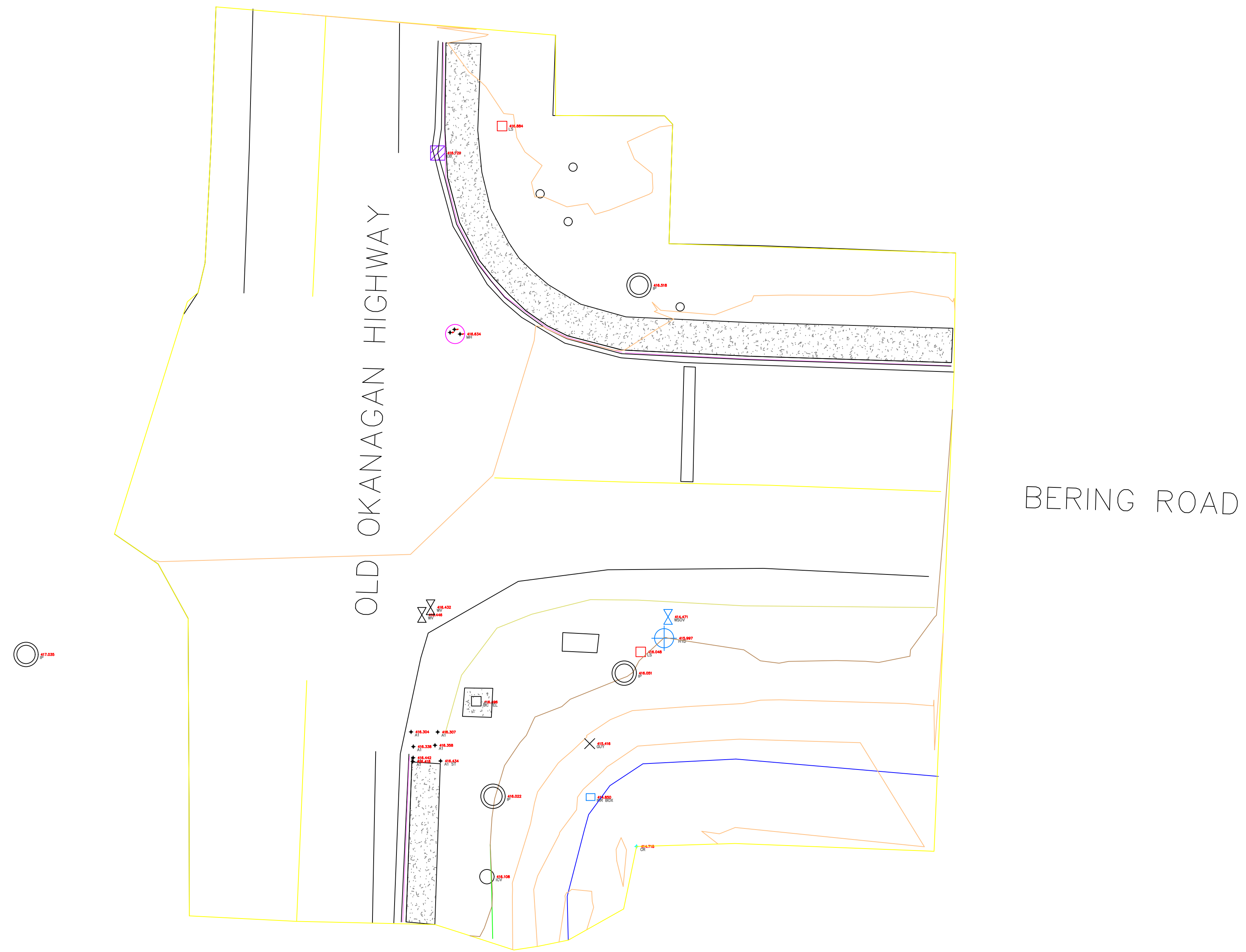
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OSDC PROJECT No.
19-328
DRAWING No.
A-02

SHEET: 1 REV. No.
R0



LEGEND

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- BOTTOM OF SLOPE
- TOP OF SLOPE
- COMM LOCATES
- GAS LOCATES
- STREETLIGHT LOCATE

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DRAWING FILE:		
CORRESPONDENCE:		
GRID: UTM GRID	1:150	
DATE:	12.14.19	
JUNE 21 2019	0	ISSUED FOR REVIEW
DATE	REVISION	DR.

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19-328

DRAWING No.
A-03

SHEET: 1 REV. No.
RO