



Request for Quotation

RFQ-2019-08 – Pavement Works

Issue date: June 06, 2019

Closing date: 2:00pm PST, June 20, 2019

Prepared by:

Westbank First Nation Purchasing Department

301–515 Highway 97 South,
Kelowna, BC V1J3Z2
Telephone: (250) 769-2499
Attention: Jonathon Mitchell

Community. Leadership. Pride.

INTRODUCTION

1. REQUIREMENTS

Westbank First Nation (WFN) is requesting quotations from qualified contractors for the supply and placement of patching and paving services at four locations. Locations and scope of work are described within the Pavement Project section of this document. Topographic pictures of each of the locations are located at the end of this document. Works will be completed at agreed upon intervals for the duration of the contract until all four areas are completed, no later than October 10, 2019. The winning proponent is responsible for any required traffic control services.

2. QUOTATION SUBMISSION

- a. WFN is committed to sustainable business practice where practical and as such is **only** accepting quotations by e-mail to purchasing@wfn.ca.
- b. All submissions will be held in strict confidence in the purchasing office. Proponents are requested to remit one (1) copy of their proposal electronically in Adobe 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 submission.
- c. WFN reserves the right to cancel this quotation at any time.
- d. WFN reserves the right to award this contract to any participating proponent based on overall best value to WFN.
- e. Quotations and other related documents received after the closing time may not be considered by WFN.
- f. The date and time recorded by WFN will take precedence over any machine initialed date and time information on Quotations or revisions.
- g. NOTE: If your response submission exceeds ten (10) MB of file size please contact Purchasing immediately for assistance.
- h. Quotations will not be opened publicly

3. CLOSING DATE AND TIME:

Quotations must be received no later than **2:00pm June 20, 2019**.

4. CONTACT:

All enquiries with respect to this Request for Quotation are to be directed to:

Jonathon Mitchell,
Purchasing Manager JLMitchell@wfn.ca 250-769-4999 Ext. 1131

INSTRUCTIONS TO PROPONENTS

Prospective Proponents are directed to carefully examine the following information. Failure to follow the instructions may result in disqualification of the Quotation.

1. REQUEST FOR QUOTATION FORMAT

- a. Cover Page,
- b. Introduction - Page 1,
- c. Instructions to Proponents Pages 2 to 7,
- d. Schedule "A" – Pavement Works Pricing (Filled) – Page 8, and
- e. Quotation Form (Filled) - Page 9

2. PARTICULARS AFFECTING AMOUNT OF QUOTATION

Substitutions are not acceptable as Quotations shall be based on the specifications of the project as detailed herein. However, if there are variations or missing components that have been specified, proponents are encouraged to define these details with the quotation. WFN reserves the right to determine, at its sole discretion, whether the alternatives or missing components are feasible.

Quotation Prices

Quotation Prices must be in Canadian funds, duty, fees, charges, delivery and other associated charges included in the Total Price.

The services requested on the Request for Quotation are being purchased in respect of First Nation Band Management activities on reserve and therefore are not subject to Provincial or Goods and Services taxes.

Westbank First Nation Member Employment

Contractors are encouraged to employ local Band Members. For a list of personnel and resumes, contact WFN's Membership Services at (250)768-0227 or lhogaboam@wfn.ca at:

Westbank First Nation
Community Services
1900 Quail Lane, Westbank, BC, V4T 2H3

Westbank First Nation Member Owned Company

In accordance with Section 5 of the WFN Purchasing and Procurement Policy, WFN supports employment opportunities for WFN band member suppliers and sub-contractors and will award this Tender with specific consideration given based on Best Value Criteria. The objective of the Best Value Criteria is to:

- a. Establish an objective and fair method of awarding contracts on the basis of each Tenderer's commitment to employ WFN Members and WFN Contractors on this projects; and
- b. Ensure that the additional cost to the WFN for employment opportunities provided to WFN Members and WFN Contractors is reasonable.

The basis of the best value criteria is the awarding of an evaluation credit to Tenders equal to a percentage of the value of employment and supplies which they commit to provide to WFN Members and WFN Contractors.

Maximum Value of Evaluation Credit

The maximum evaluation credit that will be applied to any Tender is 10% of the Total Tender Sum.

Calculation of Evaluation Credits

Tenderers will earn evaluation credits against their Total Tender Sum as follows:

- a. 50% of value labour provided to WFN Members; and
- b. 30% of value WFN member subcontractors and suppliers
- c. 5% of the Total Price if you are WFN owned business

Services Rendered

It is WFN's intent to have all work completed by **October 10, 2019**. Specific details of the completion date will be negotiated upon award and signing of the contract. The completion date will be contingent upon receipt of the start work order, which is anticipated to be July 01, 2019. The Proponent will not be held accountable for delays that are a result of WFN.

Quotation Validity

Quotations shall be open for acceptance for at least 90 days after the closing date.

3. Sub Contracts

Any company intending to sub contract for equipment, labour, or supplies must clearly identify all sub contracts on the Quotation Form. Westbank First Nation reserves the right to accept or reject any sub contracts. A company awarded a contract will be considered to be the principal Proponent and will ensure that any defects in performance are rectified to the satisfaction of Westbank First Nation. Sub Proponents must be fully trained, qualified and experienced and where licensing is required, the Proponents must provide complete details of sub personnel and licenses held. Westbank First Nation encourages Proponents to utilize local labour, equipment and suppliers where possible.

4. Incurred Costs

Westbank First Nation will not be liable nor reimburse any Proponents for costs incurred in the preparation of Quotations, site inspections, or any other actions that may be completed as part of the Quotation process.

Liability Insurance Policy

Upon award of the contract, the successful Proponent must furnish Westbank First Nation with a certified copy of a Liability Insurance Policy, covering Public Liability and Property Damage in a minimum amount of \$2,000,000.00 inclusive.

5. Workers' Compensation

The successful Proponent must be in good standing with WorkSafe BC/Workers' Compensation Board (WCB). Upon award the Proponent shall furnish Westbank First Nation with a clearance certificate showing that the Proponent is in good standing with WCB.

6. Failure to Perform

Failure to comply with all terms and conditions of the Quotation, and furnish contract documents within the specified time period as required herein, shall be just cause for the cancellation of the award. Westbank First Nation shall then have the right to award this contract to any other Proponent or request new Quotations.

7. Labour Disputes

The Proponent shall bear the risk and responsibility of any loss, damage or expense to the work, or to himself, of any nature and kind whatsoever arising from strikes or labour disputes other than such loss, damage or expense caused by the failure of Westbank First Nation to meet its obligations under the contract.

8. COMPLETION AND SUBMISSION OF QUOTATION

Form of Quotation

- a. Proponents shall submit their pricing on the Quotation Form (Schedule "A" – Pavement Works Pricing) included in the Request for Quotation. The Quotation Form is the only part of the document that must be submitted. Proponent brochures, referenced work or websites are encouraged.
- b. By submission of a Quotation Form, the Proponent acknowledges receipt of any and all addenda issued by WFN.
- c. Alteration, qualification or omission to the Quotation Form may render the Quotation liable to rejection by WFN.
- d. Where applicable, in the event of a discrepancy between the individual or unit prices and total bid amount, the individual or unit prices govern.

Proponent's Expenses

- a. Proponents are solely responsible for their own expenses in preparing a Quotation. If WFN elects to reject all Quotations, WFN will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Quotation, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
- b. Further to the preceding paragraph, the Proponent, by submitting a Quotation, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect to the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its quotation and the Proponent, by submitting a quotation, waives any claim for loss of profits if no agreement is made with the Proponent.

Signature on Quotation

The Quotation must be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to its quotation. Any unsigned Quotation will be rejected.

Revisions of Quotation

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Quotation prior to the closing date and time. Upon closing time, all Quotations become irrevocable.

Ownership of Quotations

All documents, including Quotations, submitted to WFN become the property of WFN. They will be received and held in confidence by WFN.

9. ACCEPTANCE OF QUOTATION

Lowest Quotation

The lowest or any quotation will not necessarily be accepted.

Owner's Discretion

- a. Quotations that contain qualifying conditions or otherwise fail to conform to the Instructions to Proponents may, at the sole discretion of WFN, be disqualified or rejected. WFN may, however, in its sole discretion, retain for its consideration Quotations that are non-conforming because they fail to comply with the instructions to Proponents with regard to content, form, submission process or any other matter.
- b. WFN retains the separate right to waive irregularities in the Quotation Form if in WFN's sole discretion such irregularities are of a minor or technical nature.
- c. WFN reserves the right to award multiple contracts, i.e. to more than one Proponent, should it deem this to be in the best interest of WFN.
- d. WFN may, in its absolute discretion, reject any Quotation submitted by a Proponent if they or any other officer or director has been engaged in a legal action against WFN or its elected or appointed officers or employees in relation to any other contract for works or services.
- e. In the event that all of the Quotations received are over budgetary expectations, WFN reserves the right to set aside the Request for Quotation and negotiate with the lowest priced or any Proponent, or with any firm whether or not it's submitted a Quotation.
- f. WFN reserves the right not to proceed with award to any Proponent if it determines, at its sole discretion that not entering into a contract with any of the Proponents would be in the best interest of WFN.

10.EVALUATION

Quotations will be evaluated on price, value add, and previous experience.

11.PURCHASE ORDER

WFN will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by WFN respecting a Quotation. WFN Terms and Conditions of Purchase, as found on www.WFN.ca will apply to the supplied purchase order

PAVEMENT WORKS PROJECT

The following paragraphs describe the background, deliverables and projected timelines of the pavement works project.

1. PAVEMENT PROJECT

The following list of duties and responsibilities is deemed necessary to complete the contract in its entirety. For clarity or concerns in regards to the list of duties and responsibilities, proponents are encouraged to contact the Contact Persons defined in the Introduction section of this document.

General - It is the responsibility of the Proponent to provide all traffic control required to safely complete all paving and patching works, and transport all equipment, material and personnel to and between work sites. All debris and excess material shall be removed and disposed of at an approved dumpsite – no disposal of debris or excess material will be permitted on WFN lands.

1. ±50 m² of Hot-Mix Asphalt Hand Placed 75mm thick (Shoulder of Spland Road and Nancee Way) Works include: removal of existing broken asphalt, saw cutting of the asphalt at tie-ins, cleaning all dust, contaminants, loose and foreign materials, oil and grease from patch area; supply and placement of approved asphalt emulsion tack coat to the cut edge of existing asphalt; supply, hand placement, leveling, compaction of Upper Course #1 Hot-Mix Asphalt and replacement of traffic control lines as required. Finished surface of the completed patch shall be even with surrounding existing pavement to ensure a safe driving surface. Unit price per square metre shall include all materials, labour and equipment required to complete the patching.

2. ±150 m² of Hot-Mix Asphalt Machine Placed 150mm thick Paving (Nancee Way). Works include: prepare and grade the base course aggregate, adjustment of existing manholes, cut/remove tie in asphalt surface, cleaning all contaminants, loose and foreign materials, oil and grease from patch area; supply and placement of approved asphalt emulsion tack coat to the cut edge of existing asphalt; supply, machine placement, leveling, compaction of Upper Course #1 Hot-Mix Asphalt patch and replacement of traffic control lines as required. Finished surface of the completed patch shall be even with surrounding existing pavement and grade to ensure a safe driving surface. Unit price per square metre shall include all materials, labour and equipment required to complete the patching.

3. ±35 m² of Hot-Mix Asphalt Hand Placed 75mm thick Patch (Sneena Road) Works include: removal of existing broken asphalt, saw cutting of the asphalt at tie-ins, adjustment of existing manholes, replacement of 6m of concrete barrier curb and gutter, cleaning all dust, contaminants, loose and foreign materials, oil and grease from patch area; supply and placement of approved asphalt emulsion tack coat to the cut edge of existing asphalt; supply, hand placement, leveling, compaction of Upper Course #1 Hot-Mix Asphalt and replacement of traffic control lines as required. Finished surface of the completed patch shall be even with surrounding existing pavement to ensure a safe

driving surface. Unit price per square metre shall include all materials, labour and equipment required to complete the patching.

4. ±35 m2 of Hot-Mix Asphalt Hand Placed 75mm thick Patch (**Grouse Road**) Works include: removal of existing broken asphalt, saw cutting of the asphalt at tie-ins, adjustment of existing manholes, replacement of 6m of concrete barrier curb and gutter, cleaning all dust, contaminants, loose and foreign materials, oil and grease from patch area; supply and placement of approved asphalt emulsion tack coat to the cut edge of existing asphalt; supply, hand placement, leveling, compaction of Upper Course #1 Hot-Mix Asphalt and replacement of traffic control lines as required. Finished surface of the completed patch shall be even with surrounding existing pavement to ensure a safe driving surface. Unit price per square metre shall include all materials, labour and equipment required to complete the patching.

2. RFQ AND PROJECT TIMELINES

Time is of the essence for the pavement works project detailed within this request for quotation. Only proponents that can streamline this project should participate. Proponents are encouraged to clearly define projected timelines in the space provided below.

QUOTATION FORM

This page and all the Quotation Form pages, including Schedule “A” and the Authorised Signing Officer, must be submitted, i.e. pages 8-9.

WFN is exempt GST and PST, therefore, neither should be noted nor included in the prices.

Schedule “A” – Pavement Works Pricing	
Location 1 – Spand/Nancee Way Shoulder:	\$
Location 2 – Nancee Way	\$
Location 3 – Sneena Road manhole area	\$
Location 4 – Grouse Road	\$
Other Fees/Costs:	\$
Sub Total:	\$
Taxes - Not Applicable:	N/A
Total Price:	\$

VALUE ADDED / EXTRA SERVICES/ PROJECT UNDERSTANDING

Please provide extra details or value added information the proponent feels gives them a competitive advantage or sheds light on your approach, understanding and methodology of the pavement works project.

--

The undersigned agrees that they have read and fully understand the terms, conditions and specifications contained herein and agrees to be bound by the same at the prices quoted. If a purchase order is issued by WFN to the undersigned, the undersigned will be bound and will comply with the terms and conditions contained in the Request for Quotation and the purchase order which will constitute the full and complete agreement between the parties.

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

PAVEMENT LOCATIONS

1. Spland Road and Nancee Way Shoulder



2. Nancee Way



3. Sneena Road



4. Grouse Road

