

\_\_\_\_\_ **(Community)**  
**REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:**

**[Community to insert title of the RFP] (the “Work”)**

**1.0 INTRODUCTION**

**1.1 Purpose of RFP**

1.1.1 The \_\_\_\_\_ (the “Community”) seeks innovative proposals from interested parties for the following:

**[Community to insert detailed description of the work]**  
**(“the Work”).**

1.1.2 If the Community receives a proposal acceptable to it, the Community will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the Community, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

**1.2 Submission of RFP**

1.2.1 Proponents shall submit their Proposal in an envelope marked “\_\_\_\_\_ **[name of Community]** Request for Proposal for **[Community to insert title of RFP]** (the “Proposals”) on or before 2:00:00 p.m. (Mountain Standard Time) on **[Community to insert date]** (the “RFP Closing Time”) to:

\_\_\_\_\_ **(Name of Community)**

**[Community to insert address for delivery]**

**Attention: \_\_\_\_\_, SAO**

No faxed or electronically submitted Proposals will be accepted by the Community.

1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the Community without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

**[Community to insert contact person name and fax number]**

- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the Community, may be communicated. The name and contact information is to be emailed to the Community's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The Community is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the Community, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the Community will be responded to after **[Community to insert date]**.

### 1.3 **General Conditions Applicable to this RFP**

#### 1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Community.

#### 1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the Community, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;

- 1.3.2.6 that it shall not be entitled to claim against the Community, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Community or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the Community will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Community's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the Community to negotiate with any Proponent for the Contract whom the Community deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Community and acknowledges that the Community may negotiate and contract with any Proponent it desires.

### 1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Community to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Community and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the Community and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

### 1.4 **Discretion of Community**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The Community is not bound to accept any Proposal. At any time prior to execution of the Contract, the Community may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Community reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

## 1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the Community.

## 1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by Community, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

## 1.7 **Representations and Warranties**

- 1.7.1 The Community makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

- 1.7.3 No implied obligation of any kind by, or on behalf of, the Community shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Community, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the Community or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the Community, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Community any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## **2.0 DESCRIPTION OF THE WORK TO BE PERFORMED**

**Proponents to review the General Specifications attached hereto as Schedule "A".**

**[Community to insert as Schedule "A" the description of the work on what the Community wants proposals on. This should outline the work in a general fashion as well as provide any specific items that the Community wants addressed so as to provide the proponents with sufficient information on which to base their proposals to accomplish the work]**

## **3.0 PROPOSAL REQUIREMENTS**

The Community reserves the right, but is not required, to reject any Proposal that does not include the requirements.

### **3.1 Description of the Proposal**

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The Community reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontractor, agent or employee, which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.

- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the Community as set out in this RFP.
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as Schedule "B" and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

**[Community to insert Price form to be completed by proponent as Schedule "B"]**

### **3.2 Execution of the Proposal**

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as Schedule "B", must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

## **4.0 MANDATORY SUBMISSION REQUIREMENTS**

### **4.1 Documents to be Submitted with the Proposal**

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.1 Proof of Workers' Compensation account in good standing at the time of Proposal submission;
- 4.1.2 A copy of a valid and subsisting Certificate of Recognition ("COR") issued by the Northern Safety Association;
- 4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP; and

- 4.1.4 A Consent of Surety for a Performance Bond and a Labor and Material Payment Bond each in the amount of 50% of the Proposal price. Please discuss with Northern Communities Insurance Program insurance advisor

## 4.2 Insurance to be carried by Successful Proponent

**[NOTE: WE SUGGESTS THAT THE COMMUNITY CHECK WITH ITS INSURANCE PROVIDER TO DETERMINE IF THE AMOUNTS AND TYPES OF INSURANCE ARE ADEQUATE FOR THE PARTICULAR WORK BEING REQUESTED]**

The Contractor shall without limiting its obligations or liabilities hereto, obtain and maintain at its sole expense and pay for during the period of this contract the following insurance coverage. The amount and type of insurance specified herein in no way reduces or limits the liability or responsibility of the Contractor hereunder.

Within 14 days after acceptance of the Contractors tender the Contractor shall, unless otherwise directed in writing be the Community, deposit with the Community an Insurer's Certificate of Insurance in a form acceptable to the Community and if requested, the originals or certified true copies of all insurance contracts maintained by the Contractor pursuant to the insurance coverage requirements shown hereunder.

The provisions of the insurance coverage requirements contained hereunder are not intended to cover all of the Contractors risk under this contract. Any additional risk management measures or additional insurance coverage the Contractor may deem necessary to fulfill its obligations under this contract shall be at the Contractors own discretion and expense.

The Contractor agrees to waive all rights of recourse against the Community for damages to any of the Contractor's property or property of others for which the Contractor is responsible and the Contractor's Insurers have no right of subrogation against the Community except those claims which are the result of the negligent acts or omissions of the Community.

Minimum insurance required is as follows:

- 4.2.1 **Commercial General Liability Insurance** with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than 12 months from the date of the Final Certificate of Completion. The insurance policy shall include but is not limited to:

- Premises, Property and Operations Liability
- Products and Completed Operations Liability
- Owners and Contractor's Protective Liability
- Blanket Written Contractual Liability



- Broad Form Property Damage Extension
- Personal Injury Liability
- Employees as Additional Insured
- Cross Liability
- Contingent Employers Liability
- Non-owned Automobile Liability SPF # 6

The Policy must show the Community Government as an additional but only with respect to the operations of the named insured. The policy will also be endorsed to provide 30 days written notice of cancellation or reduction in the insurance coverage to the Community Government.

- 4.2.2 **Automobile liability insurance** with respect to Contractor's owned and leased, licensed vehicles used directly or indirectly in the performance of the work with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury death and property damage as per Standard Policy Form # 1.
- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than \$2,000,000.00 any one occurrence;
- 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels if required.
- 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Northwest Territories;
- 4.2.6 Such other insurance as the Community may from time to time reasonably require.

### 4.3 Evaluation

- 4.3.5 After the RFP Closing Time, the Community will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.6 In evaluating the Proposals received, the Community will consider all of the criteria listed below in Section 4.3.3, and the Community will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Community has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.7 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the

Community to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

<b>Evaluation Criteria</b>	<b>Mark (%)</b>	<b>Points available</b>	<b>Subtotal</b>
<b>Total Points Available</b>		<b>100</b>	

The Community may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the Community's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

<b>Score</b>	<b>Description</b>
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

- 4.3.8 The Community also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

- 4.3.9 At all times, the Community reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

#### **4.4 Period Open for Consideration**

The Proposals received shall remain open for the Community's consideration for a period of ninety (90) days following the RFP Closing Date in order to allow for the Community to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the Community and the selected Proponent(s) is attached hereto as Schedule "C".  
**[Community to insert a copy of the draft contract]**

#### **4.5 Information Disclosure and Confidentiality**

All documents submitted to Community will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in Community's custody or control. It also prohibits Community from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Community cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

#### **4.6 Independent Determination**

A Proposal will not be considered by the Community if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

#### **4.7 Documents**

All documents submitted by a Proponent shall become the property of Community upon being presented, submitted, or forwarded to Community. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of Community upon their being presented, submitted or forwarded to Community.

#### **4.8 Use of Documents, Drawings and Ideas**

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the Community may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their

agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Community works. For clarity, the confidentiality obligations set out herein applicable to the Community's use of information shall not interfere with the Community's right to use concepts, ideas, suggestions and directions as herein described.

#### **4.9 Agreement on Internal Trade and New West Partnership Trade Agreement**

The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

#### **4.10 Site Conditions**

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

4.10.5 the nature of the Work;

4.10.6 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;

4.10.7 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;

4.10.8 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.9 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The Community is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. Community and Community's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the Community nor the Community's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the Community, the Community's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the Community, the Community's consultants or any of their respective representatives.

#### **4.11 Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Northwest Territories and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Northwest Territories. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Northwest Territories.