



Request for Proposals

Fort St. James Arena Upgrade

Opportunity ID:	RFP2024-005
Issue Date:	2024-10-24
Closing Date and Time:	November 29, 2024 2:00 PM PST
Official Contact and Email Address:	Alexander Bihori Alexander.Bihori@fortstjames.ca

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1 **Executive Summary**

The District of Fort St James (the “District”) invites bids from qualified and experienced contractors for the supply and install of all materials, equipment, and labour required to complete the Works associated with the Fort St. James Arena Upgrade. The Work is to be in accordance with the terms and conditions outlined herein.

The project includes the Fort St. James Arena Upgrade, summarized as follows:

- Renovation of existing arena foyer, including:
 - Modernization of HVAC and electrical systems.
 - Addition of new sprinkler system.
 - Miscellaneous alterations to interior spaces.
 - Replacement of one exterior window.

Refer to Appendix C - Specifications and Appendix D - Drawings for detailed project requirements.

Proponents offering the most advantageous proposal(s), or to the creation of a Contract without negotiations.



2 List of Mandatory Requirements

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

#	BRIEF DESCRIPTION	SEE
M1.	Proposal MUST be in English.	4.7.2
M2.	A Consent of Surety letter MUST be included with the proposal submission.	4.7.1
M3.	Proposal MUST be received by the District of Fort St James before the closing date and time.	Cover Page
M4.	The Proposal MUST comply with the Proposal Submission Method Requirements set out in the “Delivery of Submissions” section.	4.7.3
M5.	The RFP Appendix B : Proposal Response Form including Schedule of Prices MUST be prepared and completed to the extent applicable; and MUST be submitted as the Proponent’s Proposal.	Appendix B
M6.	If the Response is submitted by email or by hardcopy delivery to a physical address, the Response MUST include a Submission Declaration signed by an authorized representative of the Proponent.	Appendix C

This procurement is subject to the New West Partnership Trade Agreement together with Chapter Five (Government Procurement) of the Canadian Free Trade Agreement (CFTA). Refer to **Section 6** of the RFP for details.



3 Proposed Timelines

The following activities and dates are anticipated by the District:

Activity	Proposed Completion Dates
Release of RFP	November 1, 2024
Proponents' Meeting	November 12, 2024
Proposal Closing Date and Time	November 29, 2024 – 2 PM PST
Notice under 4.10	December 11, 2024
Negotiation Period, if any	Typically up to 60 days following notice under 4.10(i) (if applicable)
Contract Start Date	January 15, 2025
Contract Completion Date	October 31, 2026

The above timelines are subject to change in the District's sole discretion. In the event a change is made to any of the above dates, the District will post any such change in an addendum.



4 Administrative Guidelines

4.1 Definitions

Throughout this Request for Proposal, terminology is used as follows:

- a) **“Addenda”** means all additional information regarding this RFP including Amendments to the RFP. The “Addenda” menu tab is located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.
- b) **“Amendment”** means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended. Amendments will be noted in the amendment reason section of the “Overview” menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.
- c) **“BC Bid”** means BC Bid located at <https://www.bcbid.gov.bc.ca/>
- d) **“Business BCeID”** means a password ID that is required if a Proponent intends to prepare and submit Proposals electronically using BC Bid. See <https://www.bceid.ca> for more information;
- e) **“District”** or **“Owner”** means District of Fort St. James;
- f) **“Consultant”** means Stantec Consulting Ltd.;
- g) **“Closing Date and Time”** means the closing time and date for this RFP as set out in the “RFP general information” section of the “overview” menu tab in the BC Bid application; and as initially set out on the cover page to the RFP;
- h) **“Closing Location”** means, as applicable, the hard copy delivery location; email address; or BC Bid for the submission of Proposals as indicated in the “delivery of submissions” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.
- i) **“Contractor”** means the successful Proponent to the RFP who enters into a Contract with the District;
- j) **“Enquiries Deadline”** means the preferred cut-off date for supplier questions set out on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered;
- k) **“Electronic Mail System”** means the electronic mail system of the District of Fort St James;



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- l) **“Exceptions and Clarifications”** means exceptions, variations, alterations, substitutions, alternatives, qualifications or clarifications put forward by the Proponent in relation to the terms of the Contract, including the scope of Work (as opposed to RFP process provisions). For greater certainty, the District assumes that all terms of the Contract are agreeable to the Proponent, unless otherwise stated in its proposal. If a Proponent decides to include Exceptions and Clarifications as part of its proposal, and if the Proponent’s intention is to make its proposal conditional on specific Exceptions and Clarifications, the Proponent should explicitly state that intention in its proposal;
- m) **“Grounds for Exclusion”** means a finding by the District of unacceptability, with supporting evidence, in relation to a Proponent (or a person related to the Proponent), based on such grounds as bankruptcy or insolvency, false declarations, significant or persistent deficiencies in past performance, final judgments in respect of serious crimes/offences, professional misconduct or acts or omissions that adversely reflect on commercial integrity, failure to pay municipal taxes, corrupt practices, poor creditworthiness, demonstrated litigiousness, prohibited lobbying, applicable trade sanctions, significant conflict of interest, criminal/disreputable affiliations or activities, or other findings that the District determines are likely to adversely affect the Proponent’s ability to work with the District or its representatives, or are likely to result in increased uncertainty regarding staff time or legal costs to the District in relation to Contract performance or administration. For greater certainty, supporting evidence may include documents submitted by the Proponent, or information reviewed by the District as part of or external to this RFP process;
- n) **“Immaterial Non-Compliance”** or **“Immaterially Non-Compliant”** means an unintentional error of form or an immaterial instance of non-compliance by a Proponent or its proposal in relation to an RFP process provision (as opposed to the terms of the Contract), including a required fill-in-the-blank form that is incomplete or has been completed incorrectly, or a proposal that is non-conforming, incomplete, irregular or defective in immaterial respects. For greater certainty, Immaterial Non-Compliance does not include a failure to meet a Mandatory Requirement;
- o) **“Issue Date”** means the date the RFP was posted to BC Bid as set out in the “RFP” general information” section of the “overview” menu tab in the BC Bid application; and as initially set out on the cover page to the RFP;
- p) **“Mandatory Requirements”** means the small basket of requirements that are so essential to the success of this procurement that they must be satisfied by a Proponent and/or its proposal at the time proposals are opened for the Proponent’s proposal to avoid automatic disqualification during evaluations, as listed under the “List of Mandatory Requirements” heading of this RFP.
“Conditions for Participation” means any Mandatory Requirement used as a proxy for legal and financial capacities, and/or commercial and technical abilities, such as a legally essential license or a commercially-essential certification;
- q) **“Official Contact”** means the individual named on the “opportunity details” menu tab for the RFP serving as the official RFP contact person for the District; and as initially set forth on the cover page of this RFP.



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- r) **“Project”** means the entire undertaking and/or total construction contemplated of which the Work may be the whole or a part;
- s) **“Proponent”** means an individual (including any consultant), partnership, company, joint venture or consortium, or other entity or entities that submits, or intends to submit, a proposal in response to this RFP with a view to entering a Contract;
- t) **“Proposal”** means a written response to the RFP and includes the information and documentation, if any, required by the applicable Response Form(s), including the [Appendix B – Proposal Response Form](#) and if required, the [Appendix C Submission Declaration Form](#) that is submitted by a Proponent (see also “Submission”).
- u) **“RFP Response Form”** means the [Appendix B](#) and any other document that is required to be submitted, if any, as part of a Proposal, including, if applicable, the Submission Declaration Form;
- v) **“RFP”** or **“solicitation”** means this Request for Proposals, including all related Schedules, fill-in-the-blank forms, attachments and addenda;
- w) **“Should”, “desirable”, “ask”** or the like means a provision having a significant degree of importance to the objectives of the RFP, and therefore relevant to evaluations and/or requested for inclusion in the Contract;
- x) **“Will”, “shall”, “must”, or “required”** means a requirement under this RFP, but not necessarily an essential requirement;



4.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda, and these RFP process rules.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's Proposal:

- a) For Proposals submitted by a Proponent with a Business BCeID that is registered to submit its Proposal electronically through BC Bid, clicking the "I Agree and Submit" button that follows the pop-up advisory associated with Proposal submission constitutes the signature of the Proponent and is acceptable without additional signature. By submitting its Proposal electronically through BC Bid, the Proponent is agreeing to the terms and conditions of the RFP.
- b) For Proposals submitted by hard copy to a physical address or Proposals submitted by email, Proponents must complete and submit the Submission Declaration Form ([Appendix C](#)) that is available for download and located in the "RFP documents" section of the "overview" menu tab in BC Bid for the RFP.

4.3 RFP Process Rules

This RFP is a mere invitation to treat; it is a solicitation to vendors to come forward with competing offers regarding a Contract, and/or to compete for an opportunity to negotiate a Contract. This RFP itself does not constitute an offer in relation to the formation of any contract, including any bid contract, preliminary contract, or collateral contract. No agreement of any kind (express or implied) or implied terms (including any implied duty of fairness) shall result upon submission of a proposal.

Nevertheless, proposals submitted to the District of Fort St James in relation to the formation of a performance Contract are offers capable of acceptance by the District (whether or not the proposal is non-compliant or includes Exceptions and Clarifications, for example, but provided that the Mandatory Requirements are met), with or without negotiations, in order to form a performance Contract, as described in **4.10, 5.1, and 5.4**, and elsewhere in this RFP. The District shall not have any legal or actionable obligation to anyone as a result of this RFP except under the performance Contract, if any, created by the parties according to the process described in this RFP.

The District is under no legal or actionable obligation to enter into any Contract or other agreement with anyone in connection with this RFP and proposals received. Despite any obligatory language that may be used, all evaluation criteria and other evaluation-related provisions in this document are not legally-binding, are consistent with trade agreement provisions (to the extent that trade agreement provisions apply), and/or represent guidelines only. In short, the evaluation process under this RFP is structured to be relatively flexible and forgiving. This flexible and forgiving process is a fair and transparent one, in part because Proponents are made aware of the nature of the process in advance, and all Proponents



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stand to benefit from its flexible and forgiving nature from the outset. Competition and value-for-money are enhanced, in part because attractive but problematic proposals need not be disqualified. Any Proponent who finds the nature of this RFP unacceptable should refrain from submitting a proposal.

4.4 Proponents' Meeting

A Proponents' meeting will be held on **November 7, 2024, at 10:00 a.m. (Pacific Time) at the Fort Forum Ice Arena in Fort St James, BC**. Attendance is **mandatory**. It is suggested that Proponents review the RFP carefully before attending the meeting. Questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be submitted to the District, ideally prior to the meeting, as described under **Section 4.5 below**.

It is suggested that Proponents visit the site to further familiarize themselves with observable site conditions.

In addition, individual meetings, interviews and/or presentation(s) may be required with selected Proponents as part of the evaluation and/or any negotiation proceedings.

4.5 Query Period

Apart from questions during Proponents' meetings or otherwise allowed by the District, all questions related to this RFP are to be submitted **only** by emailing Alexander.Bihori@fortstjames.ca.

If the Proponent finds during its examination of the RFP (including components of the Contract), any errors, discrepancies, omissions, ambiguities or conflicts in or among the RFP components, or is in doubt as to their meaning, the Proponent is instructed to submit a question to the District.

The District will respond to any reasonable request for relevant information. All questions and any responses will be recorded by the District. If a response will include new information or clarification of prior information, then the response will be incorporated into an addendum made available simultaneously to all Proponents, in a timely manner.

Proponents are urged to submit questions to the District during the query period, rather than submitting Exceptions and Clarifications to the District with their proposals, for example. That way, the District may consider making changes to the RFP before the closing date and time for the benefit of all Proponents, and without a particular Proponent risking disqualification or lost points as a result of Exceptions and Clarifications. If a Proponent identifies any potential "deal-breakers" in the RFP while preparing a proposal, the Proponent is strongly urged to submit a question to the District on that topic. To emphasize, Exceptions and Clarifications, particularly potential "deal-breakers", may be cause for disqualification if put forward in a proposal, or may be cause for elimination if put forward by a Proponent leading up to or during negotiations, or otherwise prior to Contract signature, for example.



4.6 Addenda and Amendments

It is the sole responsibility of the Proponent to check for Addenda and Amendments on BC Bid.

Addenda by the District are the only means of varying, clarifying, or otherwise modifying any of the information contained in this RFP, before the closing date and time. The District will post all addenda in relation to this RFP on BC Bid. Once posted, all addenda will form part of the RFP.

It is the Proponent's sole responsibility to ensure the Proponent has received and reviewed all addenda prior to submitting their proposal. It is the sole responsibility of the Proponent to check with the District prior to submitting their proposal and up until the closing date and time just in case additional addenda are posted.

Proponents should continually monitor the RFP as published on BC Bid in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the "overview" menu tab on BC Bid. All Addenda will be noted on the "addenda" menu tab.

Proponents are encouraged to become a registered user of BC Bid and to subscribe to BC Bid's email notification service in order to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid's email notification service is an annual fee-based subscription service and the duration of the registration process may vary for different users. Proponents should refer to the BC Bid website for more information.

4.7 Proposal Preparation

4.7.1 Consent of Surety

A Consent of Surety letter **MUST** be included with the proposal submission. The Consent of Surety letter **MUST** be issued by a duly licensed Surety Company authorized to transact the business of suretyship in the District of British Columbia, confirming that the Surety Company is prepared to issue the necessary performance security.

4.7.2 Proposal Format and Sequence

Any proposal submitted in response to this RFP **MUST** be in English.

The following sequence should be followed in order to provide consistency in proposals and ensure each proposal receives full consideration.

- a) Proponents are to submit the Proposal in the "Proposal Response Form" [Appendix B](#) with the following Bookmarks:



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No.	Bookmark
1.	Title Page / Part 1: Instructions for Proponents
2.	Part 2: Proponent Identification
3.	Part 3: Proponent Contact Information
4.	Part 4: Proponent Experience
5.	Part 5: Team Quality
6.	Part 6: Project Manager
7.	Part 7: Site Superintendent
8.	Part 8: Sub-Contractors
9.	Part 9: Organizational Chart (including Subcontractors)
10.	Part 10: Work Plan, Schedule and Milestones Dates
11.	Part 11: Exceptions & Clarifications
12.	Part 12: Schedule of Prices

- b) All pricing must be indicated **ONLY** in the Schedule of Prices. **A proposal that includes pricing information elsewhere in the proposal may be disqualified.**
- c) Any additional information.

4.7.3 Delivery of Submissions

Submissions must be submitted using one of the following delivery methods:

BC Bid Electronic Submission: Submit an electronic Submission using BC Bid. Submissions must be in accordance with the requirements set out in this Request for Proposals. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.

OR

Email Submission: Submit a Submission by email. Submissions by email must be submitted to the email address specified below in accordance with the email submission instructions set out in this Request for Proposals. Include the opportunity description and ID in the subject line of the email.

Alexander.Bihori@fortstjames.ca



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OR

Hard Copy Submission: Submit one (1) paper hard copy of Your Submission together with one (1) electronic copy of Your Submission saved on a USB flash drive media device (that will become the property of the District). Submissions made in this manner should be contained within an envelope clearly marked with Your name and address, the opportunity description and ID *and* must be submitted by hand or courier to the physical address specified below:

**District of Fort St. James
477 Stuart Drive West
Fort St. James, BC V0J 1P0**

4.7.4 Official Contact

Alexander Bihori, Corporate Officer

Alexander.Bihori@fortstjames.ca

Enquiries related to this RFP may only be directed in writing to the Official Contact using the "enquiries" interface in BC Bid, if available, or the email address identified above. Information obtained from any other source is not official and should not be relied upon.

4.7.5 Submission of Proposals

- a) Proposals **MUST** be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods specified in **section 4.7.3**. Proposals must not be sent in a manner not authorized by the RFP, except in the circumstances set out in the **paragraph g)** in this section below. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the District receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.
- b) For electronic submissions (BC Bid or email), the following applies:
 - i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Date and Time;
 - ii) The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less;
 - iii) The maximum size of each email attachment is required to be 20 MB or less (Proponents are solely responsible for ensuring that email Proposal submissions



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- comply with any size restrictions imposed by the Proponent's internet service provider);
- iv) Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email Proposal submission (e.g. "email 1 of 3, email 2 of 3...");
 - v) For email Proposal submissions sent through multiple emails the District reserves the right to seek clarification or reject the Proposal if the District is unable to determine what documents constitute the complete Proposal;
 - vi) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The District may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) Proponents are encouraged to become a registered e-bidding user of BC Bid. Only registered e-bidding users of BC Bid can make electronic Proposals on BC Bid. BC Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Proponents should refer to the BC Bid website for further information. For email or hard copy Proposal submissions, including any withdrawal of a Proposal or any changes to a Proposal referred to in **Section 4.7.7**, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.
 - d) The District strongly encourages Proponents using electronic submissions to submit Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before the Closing Date and Time.
 - e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the District Electronic Mail System or BC Bid.
 - f) While the District may allow for email Proposal submissions, the Proponent acknowledges that email transmissions may be unreliable. The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before the Closing Date and Time. If the District Electronic Mail System rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before the Closing Date and Time, the Proponent will not



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be permitted to resubmit its Proposal after the Closing Date and Time. If the Proponent receives any email confirmation from the District that is associated with an email Proposal submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Proposal or other related submission has been made by the Proponent or received by the District.

- g) An alternate submission method not initially permitted by the RFP may be made available, at the District's discretion, before the Closing Date and Time, and it is the Proponent's sole responsibility for ensuring that a complete Proposal (and all attachments) submitted using an approved alternate submission method is received by the District before the Closing Date and Time. The District makes no guarantee that an alternative submission method will be available or that the alternate method available will ensure that a Proponent's Proposal is received before the Closing Date and Time.
- h) Submitting through BC Bid may afford the Proponent with tips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Proponents that nonetheless elect to use other submission methods will not benefit from these advisories and assume all risks of submitting by such submission methods. Should a Proponent elect to use submission methods other than submitting through BC Bid, the Proponent consents to the District taking such steps that are necessary to input information from Proponent's Proposal into BC Bid for evaluation purposes.
- i) For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time.

4.7.6 Completeness of Proposal

By submitting a Proposal, the Proponent covenants and warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no additional charge.

4.7.7 Changes to Proposals

- a) For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become subject to **Section 5.1 Revocability of Proposals**. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by the District for purposes of clarification. Proposals cannot be amended after the Closing Date and Time.



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- b) For Proposals submitted through BC Bid, in order to amend the Proposal electronically through BC Bid, the Proponent will need to copy the previous submission using the “other actions” menu and submit a new Proposal before the Closing Date and Time.
- c) For Proposals submitted through BC Bid, in order to withdraw a Proposal electronically through BC Bid, the Proponent will need to go to the “submission history” tab and select “submission withdrawn” from the dropdown in the “withdrawn” column of the table on that screen. Withdrawn Proposals cannot be recovered. This must be done before the Closing Date and Time or the Proposal will not have been withdrawn. Proposals cannot be withdrawn after the Closing Date and Time.
- d) In lieu of amending or withdrawing a Proposal in accordance with above subsections b) or c) as applicable (instances where the Proposal was initially submitted electronically through BC Bid), the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection d) the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its agreement to all of the terms and conditions of the RFP, including these RFP process rules.

4.8 Closing Date and Time

Proposal **MUST** be received by the District of Fort St James using one of the delivery methods outlined in **Section 4.7.3** before the closing date and time.

The definitive time for the purpose of this section will be the District’s servers time.

Proponents are cautioned that the timing of their proposal submission is based on when the proposal is successfully **received** by the District, not when a proposal is submitted by a Proponent. It is the Proponent’s sole responsibility to transmit their proposal sufficiently in advance of the time set for receipt of proposals to allow for timely receipt by the District.

For the above reasons, the District recommends that Proponents allow a generous period of time to upload their proposal submission (and attachments, if applicable), and to resolve any issues that may arise.

4.9 Evaluations

4.9.1 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only Proposals received and marked before the Closing Date and Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the



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Proposal receipt time as recorded by the District at the Closing Location will prevail whether accurate or not.

4.9.2 Other Disqualification

If a Proponent or its proposal does not meet a Mandatory Requirement at the time of opening of proposals, the Proponent's proposal will be **automatically disqualified** by the District during evaluations.

Further, the District recognizes an imperative to disqualify a proposal if it includes Exceptions and Clarifications making clear the Proponent's inability (or unwillingness) to comply with essential requirements set out in the terms of the Contract.

4.9.3 Sub-Contracting and Teaming

- a) Using a Sub-Contractor (who must be clearly identified in the proposal) is acceptable. Similarly, two (2) or more entities may make a joint submission using a joint venture, consortium or other teaming arrangement; however, in this case, all team members are expected to be parties to the Contract. Further, one of these Proponents must be named as the primary contact with the District, thereby taking overall responsibility for communications with the District and successful coordination of their work, and must be designated as "prime contractor" under the Workers Compensation Act of British Columbia, if applicable, and these allocations of responsibility must be made clear in the proposal.
- b) Submitting a proposal despite a conflict of interest, as determined in the District's opinion, may result in disqualification. Similarly, sub-contracting to any entity, or forming a teaming arrangement with an entity vulnerable to Grounds for Exclusion, including whose current or past corporate or other interests may, in the District's opinion, give rise to a conflict of interest in connection with this Project raises the risk of disqualification. These situations include, but are not limited to, any firm, individual or other entity involved in the preparation of this RFP.

4.9.4 Evaluation Criteria

- a) In reviewing RFP Responses, the District may consider not only price but overall value that the RFP Response represents to the District based on quality, service and price, and the Proponent's experience and qualifications considered essential by the District for the satisfactory completion of this type and size of project, including:
 - i) Bonding capability;
 - ii) Financial capability;
 - iii) Previous completed projects of this type or size complete with references;
 - iv) Major projects now being undertaken by the Proponent;



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- v) Key office and site personnel to be assigned by the Proponent to this project;
 - vi) Time for completion of the Work;
 - vii) The past experience of the District or other project owners with respect to the Proponent's performance in completing projects in a timely, efficient and satisfactory manner, the Proponent's methods of doing business and the Proponent's ability to establish and maintain a good working relationship with the District and Consultant.
- b) The District reserves the right to award the Contract based on the above pre-requisites and to reject without further consideration, any RFP Response which in the District's opinion, does not meet the criteria it considers essential for this project.
- c) The District reserves the right to waive informalities in or reject any or all RFP Responses or accept the RFP Response deemed most favourable in the interests of the District. RFP Responses will be evaluated on the combination of information provided in the "RFP Response Form" and Appendices, which may offer the best value and not necessarily the lowest price. The District reserves the right to conduct pre-selection meetings with Proponents. The District further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected RFP Response to the wishes of the District.
- d) Proponents are advised that RFP Responses will not be opened in public. Unofficial results with the total RFP Response prices will be made to Proponents within a reasonable period of time after RFP closing, upon request.
- e) **Acceptance of any RFP Response may be subject to budgetary considerations and/or District of Fort St James Council approval, and/or the approval of other jurisdictions having authority.**

4.9.5 Rights and Privileges

The District has the right, in its sole discretion, but not the obligation, to take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including rankings, of any aspect of a proposal:

- a) Waive any requirement of the District or this RFP associated with Immaterial Non-Compliance, or disregard any Immaterial Non-Compliance, and any arguable ineligibility on the part of the Proponent or its proposal relating to such Immaterial Non-Compliance, as long as the District provides the same benefit to other Proponents in relation to similar issues;
- b) Independently consider, investigate, research, analyze, request or verify any information or documentation, whether or not contained in the proposal, by contacting the Proponent or any third party. Without limitation, if the price in a proposal is abnormally lower than the prices in other proposals, the District may verify with the Proponent that it satisfies the Mandatory Requirements and is capable of fulfilling the terms of the Contract;



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- c) Request meetings, interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations, based on but not limited to the information included in proposals, with aspects of such interactions conducted in the District's sole discretion, including the time, location, length, and agenda for such interactions;
- d) Conduct reference checks relevant to the Work with any or all of the references cited in a proposal and any other persons (including persons other than those listed by Proponents in any part of their proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers, key individuals and other persons related to the Proponent, and to conduct any background investigations that the District considers necessary (including the inspection of incomplete or completed projects, and sample materials that may be made available at any time by Proponents or other persons), and rely on and consider any relevant information from such references, persons and investigations in the evaluation of proposals;
- e) Conduct credit, criminal record, litigation, bankruptcy, conflict of interest, and other checks related to potential Grounds for Exclusion;
- f) Not proceed to review and evaluate proposals, or discontinue the evaluation of proposals, or indefinitely suspend or cancel the RFP process if the District determines that it is in the public interest to do so and if the decision is not made in a manner that circumvents applicable trade agreement provisions , and/or
- g) Seek clarification or invite more complete, supplementary, replacement or additional information, documentation and signatures from any Proponent or in connection with any proposal, including to cure any Immaterial Non-Compliance, as long as the District provides the same opportunity to other Proponents in relation to similar issues.

Without limiting the foregoing, the District may, in its sole discretion, decline to review, evaluate or rank, or may reject outright any proposal based on any Grounds for Exclusion, Immaterial Non-Compliance, and/or any non-compliance going beyond Immaterial Non-Compliance (apart from a failure to meet a Mandatory Requirement, which leads to automatic disqualification).

To enable the District to take any one or more of the above-listed steps, the District may enter into separate and confidential communications of any kind whatsoever, with any person, including the Proponent. The District has no implied obligation to take the same steps, or to enter into the same or any communications in respect of all Proponents and proposals, or in respect of any Proponent, including the Proponent whose proposal is subject of the review or evaluation, as the case may be, provided that the District does not provide to any particular Proponent information that might prejudice fair competition between Proponents.

The review and evaluation of any proposal (including assessing Grounds for Exclusion or Immaterial Non-Compliance, curing or disregarding Immaterial Non-Compliance or waiving an associated RFP requirement, and assigning or deducting points in relation to desirable criteria, and/or negotiations regarding proposals) may rely on, take into account and include any information, documentation and signatures, including clarification, more complete, supplementary, additional or replacement information, documentation and signatures, and



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including those obtained through any of the above listed investigations, research, analysis, checks, and verifications.

Proponents will not submit any Exceptions and Clarifications, information, documentation or signatures after the closing date and time without the written approval of the District (which may be withheld in the District's sole discretion) or without a prior written request by the District.

4.10 Selection and Award

After evaluating proposals, the District aims to enter a Contract with the Proponent offering the most advantageous proposal, by following one or more of the following courses of action:

- (i) Delivering a notice to one or more Proponents inviting the Proponent(s) to negotiate, sequentially or concurrently, with a view to finalizing the terms of one Contract;

and/or

- (ii) Delivering a notice to the Proponent requesting that the Proponent sign the Contract and return it to the District with appropriate supporting documents (e.g. evidence of appropriate insurance coverage) within the time period specified in such notice (typically 14 days from the date of issue of such notice), and if the Proponent fails to do so, then the District may subsequently reject the Proponent's proposal;

and/or

- (iii) Delivering a notice to the Proponent, signed by the District and stating in clear terms that the District accepts the Proponent's proposal unequivocally, thereby creating a Contract with the Proponent regarding the Work.

The District may first contact the preferred Proponent(s) to make any course of action, above, contingent on the Proponent striking its Exceptions and Clarifications, in whole or in part, providing clarifications, information or documents to the District, and/or taking other steps consistent with the provisions of this RFP. The District may find that negotiations are necessary or advisable under various scenarios, including if the Proponent offering the most advantageous proposal refuses to strike particular Exceptions and Clarifications; if two or more proposals receive scores that are so close to one another that neither or none of them is clearly the most advantageous, and/or if the price quoted in an otherwise advantageous proposal exceeds the maximum funding available under the District's financial plan, for example.

4.11 Negotiations

The District generally wishes to avoid, expedite and/or truncate negotiations, where possible, and may end ongoing negotiations with any Proponent at any time, on notice. The District may decide to proceed directly to step **4.10(ii) and/or 4.10(iii)** above at any time, instead of, prior to, during, or subsequent to negotiations.



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If the District initiates negotiations with at least one preferred Proponent, the District may:

- a) Take uncompromising positions, make difficult concessions, delay or suspend communications, and/or otherwise proceed with negotiations as the District may decide in pursuit of its own interests; and/or
- b) Eliminate a Proponent from negotiations, on notice, based on the District's conclusion that the eliminated Proponent is not able or willing to fulfil the terms of the Contract or is not offering the most advantageous proposal; and/or
- c) Invite one or more of the other Proponents to enter into sequential or concurrent negotiations, with or without first eliminating other Proponents from negotiations; and/or
- d) If negotiations are being conducted concurrently with more than one Proponent, provide a common deadline for the Proponents participating in negotiations to submit any new or revised proposals, prior to eliminating any of them; and/or
- e) If negotiations are being conducted sequentially with one Proponent at a time, provide a deadline for the Proponent participating in the negotiation to submit any new or revised proposal, prior to eliminating that Proponent and proceeding to negotiate with the next ranked Proponent; and/or
- f) Conduct a best-and-final-offer (BAFO) process. If CETA is applicable, then the District would conduct a BAFO process in the event that the negotiation with one or more Proponents is concluded but before a Contract is formed, whether negotiations to that point have been conducted sequentially and/or concurrently (and despite paragraphs (d) and (e) immediately above).

The District expects that any BAFO process would include: (1) communication in writing by the District to all eligible Proponents of all modifications to criteria, technical requirements, terms of the Contract, and other parts of this RFP; (2) time for eligible Proponents to modify their submitted proposals, including price, in response to the modified RFP; (3) submission of modified proposals by eligible Proponents in accordance with a common deadline; (4) evaluation of modified proposals by the District under the modified RFP; and (5) decisions by the District consistent with any or all of its options set out under the modified RFP, including the option to initiate negotiations and/or repeat a BAFO process.

Any negotiations, including any BAFO process, may proceed directly between the District and one or more Proponents without the use of the Bidding System as the conduit.

4.12 Modification of Terms

The District reserves the right to modify the RFP at any time in its sole discretion, including after the closing date and time as part of negotiations and/or a BAFO process. Before the closing date and time, the District communicates all such modifications to all Proponents through addenda posting on the Bidding System.



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After the closing date and time, modifications to the RFP would be communicated by the District through other written notices, through email, and/or through other means only to those Proponents invited to negotiations, or to a BAFO process. Any such modification made after the closing date and time does not form part of a Proponent's offer, unless the Proponent modifies its proposal in writing to acknowledge or respond to the RFP modification, with such modified offer replacing the Proponent's prior offer(s) only when the modified offer is signed and/or initialled by the Proponent and received by the District, at a time and by whatever means that both parties consider appropriate.

4.13 No Lobbying

Proponents, Proponent affiliates, team members, and any entity contributing to the proposal, including key individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to this RFP, including for the purpose of influencing the outcome of the RFP process.

Further, no such person (other than as expressly contemplated in the RFP) will attempt to communicate in relation to this RFP, directly or indirectly, with any representative of the District, or any member of the District Council for the purpose of:

- a) Commenting on, or attempting to influence views on, the merits of the Proponent's proposal, or in any relation to proposals of any Proponents;
- b) Influencing, or attempting to influence, the evaluation and ranking of the proposals, the selection of a preferred Proponent, or any negotiations with a preferred Proponent;
- c) Promoting the Proponent or its interests in the Project;
- d) Commenting on or criticizing aspects of this RFP, the selection process, the Project, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; or
- e) Criticizing the proposals of other Proponents.

5 Conclusion

5.1 Revocability of Proposals

The Proponent's proposal submitted to the District constitutes an open, **revocable** offer to the District to enter into the Contract and complete the Work in accordance with all applicable terms of the Contract. Before the closing date and time, the Proponent may unilaterally revoke and withdraw its proposal, and may unilaterally modify and re-submit its proposal. Proponents are solely responsible to ensure that any re-submitted proposal is received by the District servers before the closing date and time.



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After the closing date and time, the Proponent may only modify its proposal with the prior written approval of the District (which may be withheld in the District's sole discretion) or in reply to a prior written request by the District. After the closing date and time, the Proponent may revoke and withdraw its proposal by submitting a clear and detailed written notice to the District at Alexander.Bihori@fortstjames.ca provided that such revocation notice is received by the District prior to Contract formation. For greater certainty, if the Proponent receives an unequivocal acceptance notice from the District under **4.9(iii)** prior to the District receiving a revocation notice from the Proponent, then the Proponent's proposal, as it may have been modified up to and including on the day immediately preceding the date of receipt of the District's notice, becomes a binding part of the Contract.

5.2 Cancellation

Whether or not the District initiates negotiations with a preferred Proponent, the District may cancel the procurement process at any point prior to Contract formation, if the District determines that it is not in the public interest to make an award and if the cancellation is not done in a manner that circumvents applicable trade agreement provisions. Without limitation, examples of such a cancellation include a situation where the applicable financial plan of the District ultimately does not provide an adequate funding source for the purchase, or where the funding source is only adequate in relation to a proposal that is otherwise unacceptable to the District.

5.3 Selection of Proposals

- 1 This RFP is not an offer or agreement to purchase construction-related work, or any goods or services. The District is not legally bound to select the lowest priced or any proposal of those submitted.
- 2 Neither selection of a proposal nor execution of a Contract will constitute any approval, permit or licence required pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

5.4 Formation of Contract

If **4.10(i) and/or 4.10(ii)** applies, then the signature by both parties of the Contract, and receipt by one party of the fully-signed Contract from the other party, will create a binding performance Contract for the Work, and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events. If **4.10(iii)** applies, then the receipt of an unequivocal acceptance notice by a Proponent from the District in response to the Proponent's open offer will create a binding performance Contract for the Work, and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the receipt of such notice (and subsequent signatures by both parties of the Contract would become a mere matter of administrative convenience).



6 Applicable Trade Agreements

This procurement is subject to the New West Partnership Trade Agreement together with Chapter Five (Government Procurement) of the Canadian Free Trade Agreement (CFTA), because the estimated value of the construction is at least \$200,000 (and no exemption, exception or similar provision applies).

Any perceived inconsistency between an RFP provision and an applicable trade agreement provision should be resolved by reading the two together, recognizing that the trade agreements are often open to more than one interpretation, and interpreting the RFP provision as expanding upon, making clarifications to and/or filling gaps in relation to the trade agreements.



APPENDICES



Appendix A – RFP RESPONSE FORM AND SCHEDULE OF PRICES



Appendix B – SUBMISSION DECLARATION



Appendix C – PROJECT SPECIFICATIONS



Appendix D – PROJECT DRAWINGS

