



Request for Proposal  
For  
Kelly Creek Dam Reservoir Slope Restoration

REQUEST FOR PROPOSAL No.: 2024-08

ISSUED: August 13, 2024

Submission Date: August 29, 2024

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### Attachments

Attachment A	Scope of Work document 7857003-000000-41-ESW-0001-R00
Attachment B	Construction Drawing 7857001-000000-41-D20-0001-R1

## IMPORTANT DATES:

Issue Date of RFP:	August 13, 2024
Optional Site Inspection:	Monday, August 19, 2024 10:00am PST
Deadline for Questions:	Thursday, August 22, 2024 3:00pm PST
Deadline for Issuing Addenda:	Monday, August 26, 2024
Submission Date:	Thursday, August 29, 2024 3:00pm PST
Anticipated Ranking of Submissions:	August 30, 2024

The RFP timetable is tentative only and may be changed by the Municipality at any time prior to the Submission Date. Responses submitted after the Submission Date will be rejected.

## PART 1 – INTRODUCTION

### 1.1 Invitation

This Request for Proposals (“the RFP”) issued by the Village of Fruitvale (the “Municipality”) is an invitation to submit non-binding offers for the provision of **construction works for the Kelley Creek reservoir slope restoration**. The respondent selected pursuant to this RFP process will be informed in writing. Respondents not selected will also be informed in writing.

For the purposes of this procurement process, the “Municipality Contact” shall be: **Jeff Mason** [fwtp@telus.net](mailto:fwtp@telus.net).

### 1.2 Agreement on Internal Trade

Respondents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Representative website at: <https://cfta-alec.ca/internal-trade-representatives/>

### 1.3 Submission Instructions

Only email submissions are to be received. All other forms of submissions will be disqualified.

Email submissions may be sent to: [fwtp@telus.net](mailto:fwtp@telus.net)

In the Subject Line, please reference the RFP Number (see cover of bid document), with the full legal name and email address of the proponent, and with the Submission Date.

#### **1.4 Respondents to Review RFP**

Respondents shall promptly examine all of the documents comprising this RFP and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by email on or before the Deadline for Questions to the Municipality Contact. The Municipality is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the Municipality Contact on any matter it considers to be unclear. The Municipality shall not be responsible for any misunderstanding on the part of the respondent considering this RFP or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of the Municipality other than the Municipality Contact, concerning matters regarding this RFP. Only information received by the Municipality Contact will be considered in the RFP process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

#### **1.5 All New Information to Respondents by Way of Addenda**

This RFP may be amended only by an addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by the Municipality.

#### **1.6 Debriefing**

Respondents may request a debriefing after receipt of a notification of award. All requests must be made in writing to the Municipality Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

### **1.7 Bid Protest Procedure**

If a respondent wishes to challenge the outcome of the RFP process, it should provide written notice to the Municipality Contact within ten (10) days of notification of award and the Municipality will respond in accordance with its bid protest procedures.

## **PART 2 – EVALUATION OF QUOTATIONS**

### **2.1 Stages of Evaluation**

The evaluation of proposals will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Responses satisfying the mandatory requirements will proceed to Stage II. Responses failing to satisfy the mandatory requirements will be excluded from further consideration.
- Stage II will consist of a scoring on the basis of the Rated Criteria. Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFP.

### **2.2 Mandatory Requirements**

1. Proposal.
2. Details regarding the experience and qualifications of the Consultant and any personnel proposed to work on the project.
3. Examples of up to three (3) major projects completed within the last five years that are similar in scope and size that demonstrates the required skills and experience to accomplish the scope and services described in this RFP.
4. Proof of minimum \$2,000,000 liability insurance indemnifying the Village/local government.
5. Proof of good status with WCB (Clearance Letter).

### 2.3 Rated Criteria

Stage II will consist of an evolution of the quotation to determine the high score based on the following criteria:

<b>Rated Criteria Category</b>	<b>Points</b>	<b>Weighting</b>	<b>Total</b>
Delivery	10	X 2.5	25
Resources and Project Team Experience	10	X 2.0	20
Project Methodology	10	X 1.0	10
Understanding the Village and its Needs	10	X 1.5	15
Pricing	10	X 2.0	20
Completeness, Clarity and Quality of Proposal	10	X 1.0	10
<b>Total Points</b>			<b>100</b>

Points will be assigned for each applicable criteria based on the information provided in the response. Points could be modified, depending upon reference checks and other independent information received and confirmed. Scoring shall be awarded on a scale of 0 to 10. Partial scores or scores not defined below will not be used.

The range is defined as follows:

0	Lack of response or complete misunderstanding of the requirement, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
4	Partially meets expectations; minor weakness or deficiencies, fair probability of success
6	Fully meets expectations. Proponent has a good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations. High probability of success.
10	Fully exceeds expectations. Proponent clearly understands the requirement. Excellent probability of success.

In addition to submitting a Quotation, respondents should respond to the non-price factors described above.

**Delivery (10 points)**

Timely delivery is important to the proposed contract. The Municipality may refuse to consider any bid that does not specify the completion date. Consultants bidding need to be able to deliver the proposed deliverables, that meet specifications no later than October 3, 2024. Consultants who can provide the delivery will receive Scoring based upon the attached scoring chart. Consultants will need to demonstrate their availability to provide the deliverables on-time. Actual delivery will be compared to proposed delivery to assist with future consultant history evaluations.

**Resource and Project Team Experience (10 Points)**

The Project is a major project for the Village of Fruitvale with far reaching impacts on the Village's future and Kelly Creek reservoir's future. An experienced project team which is demonstrated through prior projects with a similar scope will be evaluated based on the team's experience and organizational successes.

**Project Methodology (10 Points)**

The Village of Fruitvale reserves the right to consider variations from the deliverables with due regard to their importance. Incomplete submissions may risk obtaining a lower score. Project Methodology will be evaluated by the Village staff based on engineering design that meets structural design standards while providing the highest value. Proposals that are evaluated as less than optimal in meeting the project scope will be deducted points based upon the impact to the suitability of the quoted project.

**Understanding of the Village and its Needs (10 Points)**

Understanding of the Village and its needs will be evaluated by Staff. Proposals that are less than optimal will be deducted points based upon the impact to the suitability of the quoted project. The proponent must be willing to work with the Village (if requested) in a timely manner in order to complete its reporting requirements.

**Pricing (10 Points)**

Each respondent will receive a percentage of the total possible points allocated to price. For example, if a proponent's total cost is \$100,000 and that is the lowest bid price, that proponent receives 100% of the possible points ( $100,000/100,000 = 100\%$ ). A proponent who bids \$150,000 receives 67% of the possible points ( $100,000/150,000 = 67\%$ ) and a proponent who bids \$240,000 receives 42% of the possible points ( $100,000/240,000 = 42\%$ )

### **Completeness, Clarity and Quality of Proposal (10 Points)**

Completeness, clarity and quality of proposal will be evaluated by staff who may not be experts in engineering and design. Proposals which are clearly organized, easy to read and understand and provide complete, comprehensive and concise information will be awarded full points.

### **2.4 Tie Score**

In the event of a tie score, the successful respondent will be determined by a simple random method chosen in the Municipality's sole discretion, which may consist of, without limitation, a coin toss or lottery name draw. The coin toss or lottery draw shall be conducted in the presence of a representative of each of the tied respondents.

## **PART 3 – TERMS OF REFERENCE AND GOVERNING LAW**

In responding to this RFP and to be eligible for consideration, each respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFP Terms of Reference and Governing Law as contained hereunder:

- (a) This RFP process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal "Contract A" binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) Neither party shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) The respondent will bear its own costs associated with or incurred in the preparation and presentation of its response including, if applicable, costs incurred for interviews or demonstrations;
- (d) No legal obligation regarding the procurement of any good or service shall be created between the respondent and the Municipality until the Municipality accepts the respondent's offer in writing;
- (e) When evaluating proposals, the Municipality may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission and the Municipality may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) The Municipality may consider the respondent's past performance on previous contracts or any other relevant information taken into account by the Municipality when determining the acceptability of a respondent;



- (g) The respondent consents to the Municipality's collection of information as contemplated under this RFP for the uses contemplated under this RFP;
- (h) The Municipality may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (i) The Municipality may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct in a prior procurement process and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honor its pricing or other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by the Municipality, which constitutes a conflict of interest;
- (j) The Municipality may cancel this RFP process at any time

The parties also acknowledge that these terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and interpreted and construed in accordance with, the laws of the province or territory within which the Municipality is located and the federal laws of Canada application therein.

## **PART 4 – DELIVERABLES**

### **A. DELIVERABLES**

The objective of this project is to provide construction works for the Kelley Creek reservoir slope restoration. An approximately 10-meter-wide section of the Kelley Creek reservoir bank, located near the left abutment of the concrete dam, was identified as a potential future slope instability hazard due to the steep slope and the high erosion potential of the granular surface slope soils.

Project scope, details, and deliverables shall include those items as per Attachment A (Scope of Work document: 7857003-000000-41-ESW-0001-R00) and as per Attachment B (Construction drawing: 7857001-000000-41-D20-0001-R0).

## B. MATERIAL DISCLOSURES

- Prices should include all applicable freight, customs duties, excise taxes and insurance costs FOB destination.
- The proposed complete project must be compliant with all applicable British Columbia and Canadian standards, laws and regulations.
- The consultant to provide to the Village of Fruitvale all operating manual(s), maintenance manual(s) and update procedures.
- Any training will be scheduled through the Public Works Foreman before project completion.
- The Municipality reserves the right to consider and award alternate proposals if deemed in the best interest of the Municipality.
- All grounds should be left in a clean and tidy condition. All damages to the neighboring facilities are the responsibility of the contractor to remediate.
- Bidders may have freedom to select the materials to supply to the project subject to that material meeting the requirements noted above in “A. DELIVERABLES”.
- VILLAGE OF FRUITVALE BUSINESS LICENCE – Successful respondent may be required to possess a valid Village of Fruitvale Business License.

## Attachment A – Scope of Work document

## Attachment B – Construction drawing