



# **REQUEST FOR PROPOSAL**

**RFP 2025-01**

**Request for Proposal for Development and Supply of a  
Municipal Service Standards Manual**

**Close Date: May 21, 2025**

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# 1 Scope of Requirement

The Town of Watson Lake is seeking proposals from qualified consultants to develop a Municipal Service Standards Manual. The manual will primarily focus on defining clear and practical service standards for the joint development of municipal infrastructure, with an emphasis on private sector involvement in connecting to, upgrading, replacing, and extending municipal services. This includes infrastructure related to water and sewer systems, stormwater management, roads and walkways, parks and recreation, and other services.

In addition to the infrastructure standards, the consultant will also be tasked with reviewing existing policies, practices, and service standards across various municipal services. This will help identify gaps and areas for improvement, ensuring that the manual aligns with the Town's resources, growth goals, and industry best practices.

The successful consultant will assess current service standards, engage with key stakeholders, and deliver a comprehensive manual that:

- Provides clear guidelines and specifications for private sector involvement in municipal infrastructure development.
- Revises relevant bylaws to enable private developers to contribute to infrastructure development and offset Development Cost Charges (DCCs).
- Aligns service charges with the real cost of infrastructure.
- Reviews and updates existing policies across all relevant municipal services.

The manual must be practical, easy to understand, and tailored to the specific needs of Watson Lake. The consultant must ensure that the manual is ready for implementation within **12 months** of the contract award

## 2 Instructions - RFP Process

### 2.1 Registration

Proponents become registered by contacting the Municipal Clerk/Executive Assistant at [cdo@watsonlake.ca](mailto:cdo@watsonlake.ca).

### 2.2 Estimated Timeline

The Town's intended schedule for awarding the Project is as follows:

Action	Estimated Date*
RFP Release	April 30, 2025
Deadline for inquiries	May 14, 2025 @ 4pm (YT)
Closing Date and Time	May 21, 2025 @ 4pm (YT)
Award of Contract (Tentative)	June 18, 2025
Completion Date	June 19, 2026

*\*The dates listed above are estimates and the Town reserves the discretion to change any of the above dates.*

## 2.3 Request for Proposal Submission

Proposals must be submitted in a password protected format to [cdo@watsonlake.ca](mailto:cdo@watsonlake.ca). Upon closing, an email will be sent requesting the password.

Proposals must be emailed, submitted, and finalized **before 4:00:00 P.M. Yukon Time, May 21, 2025**. Proposals received after this time will not be considered regardless of the reason for being late.

Proposals received by fax, paper delivery or any other method other than what is described above, will not be accepted or considered further for evaluation and will be returned to the Proponent, respectively, upon receipt.

### Important Notes:

All information submitted is available for viewing by the Town after the Closing Time.

You will receive an email confirmation receipt.

## 2.4 Inquiries

All inquiries related to this RFP should be directed by email to the following person (the “**Town Representative**”) on or before **4:00:00 P.M. Yukon Time, May 14, 2025**.

**Town Representative:** Tiffany Lund

**E-mail:** [cdo@watsonlake.ca](mailto:cdo@watsonlake.ca)

Information obtained from any unauthorized source may not be relied upon. Inquiries and responses will be recorded and may be distributed to all Proposers at the Town’s discretion. Proposers are responsible for checking the RFP and related documents for completeness. Proposers finding discrepancies or omissions in the Contract or this RFP or having doubts as to the meaning or intent of any provision, should immediately notify the Town Representative. The Town may respond to requests for clarification via email from [cdo@watsonlake.ca](mailto:cdo@watsonlake.ca) to the individual bidder or by issuing addenda at any time. However, the Town reserves the right, at its discretion, not to respond to any inquiry or request received, including if the inquiry or request is received without sufficient time before the deadline for inquiries.

If the Town determines that an amendment is required to this RFP, an addendum will be issued in accordance with Section 2.7.

Communications regarding this RFP addressed to the Town that are not received by the Town at [cdo@watsonlake.ca](mailto:cdo@watsonlake.ca) could be cause for disqualification.

## 2.5 Amendment of Proposals

To complete the submission of the revised forms, the Proponent may upload the revised required forms and Submit and Finalize the submission prior to the Closing Date and Time as identified in Section 2.2.

## 2.6 Language

Proposals should be in English. The Town reserves the right to not review any portion of a Proposal that is not written in English.

## **2.7 Addenda**

Addenda are the only means by which the Town will vary or change any of the information contained in this RFP. The Town reserves the right to issue addenda at any time prior to the Closing Time. The Closing Time may be changed by the Town by an addendum at any time prior to the Closing Time, for any reason.

If the Town determines that an amendment to this RFP is required, the addendum will be emailed to all to all registered proponents.

Bidders are responsible for ensuring all addenda have been received. Addenda issued will form part of this RFP. No amendment of any kind to this RFP is effective unless it is contained in a formal written addendum issued by the Town Representative. No oral conversations or representations from the Town Representative or any other person will affect or modify any provision of this RFP or may be relied upon by any Bidder.

**T-2 SCHEDULE OF ADDENDA**, should be filled out and submitted with the Proposal.

## **2.8 Contract Award**

The Proposal submitted will form the basis of a contract between the Town of Watson Lake and the successful proposer. The successful proposer will be required to supply a municipal service standards manual in accordance with these Documents.

## **2.9 Period of Contract:**

The Period of the contract shall commence on the date of issuance of a Purchase Order and shall end on the expiration.

## **2.10 Termination of Contract**

Any resultant contract may be terminated by the Town if the product/service/work is not as proposed, or otherwise agreed by the town or authorized personnel in writing. In the event the contract must be terminated, the Town reserves the right to exercise all available remedies including, but not limited to, the recovery of incidental and consequential damages.

Failure to comply with any condition may result in the contract cancellation without subsequent cost or liability to the Town of Watson Lake.

## **2.11 Opening of Bids**

The opening of Bids will be closed to the public. Information on Bidder's names and/or prices received may be released at the Town's sole discretion. In the event Bidder's names and/or prices are released, this information may be released in a timely fashion and only to qualifying Bidders after responses are opened and a Contract is awarded to the successful Bidder.

# **3 Proposal Requirements**

Proposals should, at a minimum, address the following information requirements:

## **3.1 Proposal Structure**

Proposals should be submitted on the forms provided in this RFP package and should be free of any and all escalation clauses, qualifications or other additions or deletions.

All Proposals should have all spaces, blanks and declarations completed. Any item missed or any special conditions added to the Proposal may be cause for its rejection by the Town's sole discretion.

### **3.2 Corporate Signatures and Authorizations**

The Proposer's legal status as a corporation, partnership or proprietorship should be indicated.

- a) If the Proposer is a corporation:
  - the Proposer should print or type the full name of the corporation in the signature section;
  - the names, addresses and titles of all corporate officers should be inserted where indicated;
  - the Proposal must be signed by the duly authorized officers of the corporation and the title of those officers should be inserted;
- b) If the Proposer is a partnership:
  - the Proposer should print or type the firm name or business name in the signature section;
  - the full names, addresses and titles of each partner should be inserted where indicated;
  - all named partners must sign the Proposal form on behalf of the Proposer and should affix their seals.
- c) If the Proposer is a sole proprietorship:
  - the firm name and name of the sole proprietor should be inserted in the Proposal form;
  - the sole proprietor must sign the Proposal form and should affix their seal.

All signatures should be witnessed, and the witness should sign where indicated, print or type the name and address of the witness.

## **4 Special Requirements**

Requirements of the work are as follows:

### **4.1 Overview**

The Town of Watson Lake is seeking to develop a Municipal Service Standards Manual to provide clear and comprehensive guidelines for the joint development of municipal infrastructure. The primary focus of the manual will be to define the standards, specifications, and procedures required for private developers to connect to, upgrade, replace, and extend municipal services. This manual will establish a framework for ensuring that these projects are completed according to the Town's specifications and best practices, fostering regulatory compliance and consistency in service delivery.

In addition to the infrastructure standards, the project will also involve a review of the Town's existing policies, practices, and service standards across various municipal services. This will help identify gaps and areas for improvement, ensuring that the manual aligns with the community's needs and supports the efficient and sustainable growth of the Town. The consultant will be tasked with reviewing and revising the relevant policies, including the Water and Sewer Bylaw, to ensure they reflect current needs and industry best practices.

### **4.2 Goals**

- a) Develop Infrastructure Servicing Standards:
  - Establish clear, comprehensive standards to allow private developers to upgrade, replace, and extend municipal infrastructure in alignment with the Town's requirements.
- b) Align Development Fees and Charges:
  - Ensure that development fees and charges reflect the true cost of infrastructure and are aligned with the revised servicing standards.

- c) Enable Privately Funded Infrastructure:
  - Create policies that allow for privately funded infrastructure development to offset or replace Development Cost Charges (DCCs) for developers.
- d) Facilitate the Development of New Dwelling Units:
  - Support the creation of new dwelling units by updating infrastructure standards and development fee policies, which will promote the growth of the community.
- e) Review Existing Policies for Other Services:
  - Undertake a comprehensive review of existing policies related to municipal services such as stormwater management, parks and recreation, roadways, emergency services, utilities, and wastewater treatment to ensure they align with the new standards and identify areas for improvement.

#### **4.3 Objectives**

- a) Create the Servicing Standards Manual:
  - Develop a detailed manual outlining the specifications and requirements for municipal infrastructure and private sector involvement in upgrading or building new infrastructure.
- b) Develop Policy for Private Sector Involvement:
  - Establish policies that encourage and regulate private development of municipal infrastructure, ensuring compliance with the standards set out in the manual.
- c) Amend Bylaws for DCC Offset:
  - Revise relevant bylaws to allow for infrastructure upgrades to offset municipal DCCs, making the development process more cost-effective for developers.
- d) Review and Update Service Charges:
  - Analyze existing service charges and amend them based on the recommendations from the servicing standards manual, ensuring that they accurately reflect the cost of infrastructure.
- e) Review and Revise Service Standards for Other Municipal Services:
  - Evaluate and update the standards for additional municipal services, including water supply, stormwater management, parks, utilities, and emergency services, ensuring that they align with the revised infrastructure servicing standards.

#### **4.4 Project Deliverables**

The consultant will be responsible for providing the following key deliverables throughout the project:

- a) Servicing Standards Manual:
  - A comprehensive manual outlining the standards, specifications, and procedures for municipal infrastructure development and private sector involvement. This will include detailed guidelines for upgrading, replacing, and extending infrastructure in accordance with the Town of Watson Lake's requirements.
- b) Policy for Private Sector Involvement:
  - A set of policies enabling private development of municipal infrastructure, ensuring that such developments align with the new standards. This will include guidelines for negotiating development cost charges (DCCs) and for allowing privately funded infrastructure to offset or replace these charges.
- c) Bylaw Amendments for DCC Offset:
  - Revised bylaws that allow for the offsetting of municipal DCCs through infrastructure upgrades. The consultant will propose the necessary changes to existing bylaws to ensure that the policy is enforceable and effective.
- d) Review and Revision of Service Charges:
  - A thorough review and update of the service charges related to municipal services. This deliverable will ensure that the fees are aligned with the real cost of infrastructure, as outlined in the servicing standards manual.

- e) Review of Existing Municipal Service Policies:
  - A comprehensive review of existing policies and standards related to municipal services, including but not limited to water supply, sewer systems, stormwater management, roadways, parks and recreation, emergency services, and utilities. The consultant will identify gaps and propose necessary updates to these policies to ensure they align with the new infrastructure servicing standards.
- f) Stakeholder Engagement Report:
  - A report summarizing the feedback collected from key stakeholders, including municipal staff, local developers, and residents. This will document the engagement process and ensure that stakeholder input is incorporated into the final manual and policy.
- g) Final Report and Recommendations:
  - A final report summarizing all project activities, including the development of the servicing standards manual, policy recommendations, bylaw amendments, and service charge revisions. This will also include any additional recommendations for the continued implementation and monitoring of the new policies and standards.

#### 4.5 Methodology and Approach

The consultant will adopt a collaborative, transparent, and structured approach to develop the Municipal Service Standards Manual for the Town of Watson Lake. The methodology will focus on stakeholder engagement, thorough review of existing policies, and integration of engineering expertise to ensure the manual meets the Town's needs while being technically sound and practically enforceable. The approach will be broken down into the following key stages:

##### a) Initial Consultation and Needs Assessment

- Objective: To establish clear project goals and ensure alignment with the Town's needs.
- Activities:
- Conduct a kickoff meeting with Town of Watson Lake staff and relevant stakeholders (e.g., Public Works Manager, CAO) to define the scope, expectations, and specific areas of interest for the Servicing Standards Manual.
- Gather initial input from stakeholders regarding current infrastructure practices and any challenges they face with municipal service delivery.
- Conduct a review of the Town's existing policies and infrastructure standards.

##### b) Stakeholder Engagement and Consultation

- Objective: To ensure the manual reflects the perspectives and needs of all relevant stakeholders, including developers, residents, and municipal staff.
- Activities:
- *Trip 1:* Initial stakeholder consultation to introduce the project and gather input. This will include public meetings and consultations with developers, and municipal staff to capture their concerns, suggestions, and priorities.
- *Trip 2:* Present the draft Servicing Standards Manual to the community and stakeholders for feedback. This session will allow stakeholders to review the proposed standards and provide input on areas of concern or improvement.
- *Trip 3:* Final review session to present the completed manual and gather any final feedback before finalizing the document.
- Additional consultations may be required, ensuring continuous feedback from developers, contractors, municipal staff, and the community.

##### c) Review and Evaluation of Existing Policies and Standards

- Objective: To identify gaps and areas for improvement in the Town's current municipal service policies and standards.
- Activities:

- Conduct a detailed review of the Water and Sewer Bylaw and other relevant municipal policies, identifying any necessary updates or revisions.
- Evaluate the current service charges and determine if they align with the true cost of infrastructure, as well as recommend adjustments based on the findings from the manual.
- Review existing stormwater management, roads and walkways, parks and recreation, and emergency services policies to ensure they are consistent with the new servicing standards.

**d) Engineering Input and Technical Review**

- Objective: To ensure that all standards and specifications in the manual align with professional engineering practices and local regulatory requirements.
- Activities:
- Collaboration with Professional Engineers: Engage a qualified professional engineer to provide technical oversight and expertise in the development of infrastructure standards. The engineer will review the proposed standards for feasibility, technical soundness, and compliance with relevant engineering codes and regulations.
- Technical Review of the Draft Manual: The engineer will conduct a comprehensive review of the draft Servicing Standards Manual to ensure the technical accuracy of the infrastructure design, construction, and maintenance specifications.
- Incorporate feedback from the engineer into the final version of the manual to ensure the standards are both practical and aligned with best practices in the industry.

**e) Drafting and Finalization of the Servicing Standards Manual**

- Objective: To prepare a comprehensive, easy-to-understand manual that clearly outlines the specifications, guidelines, and policies for municipal infrastructure development.
- Activities:
- Compile all feedback from the stakeholder consultations and technical reviews.
- Draft the Servicing Standards Manual, including sections on infrastructure specifications, private sector involvement, development cost charges, service charges, and updates to relevant bylaws.
- Present the draft manual to the Town for review and make necessary revisions based on feedback.

**f) Reporting and Recommendations**

- Objective: To deliver a complete set of documents that summarize the process, findings, and recommendations.
- Activities:
- Prepare a final report summarizing the stakeholder engagement process, policy reviews, technical input, and the final Servicing Standards Manual.
- Provide recommendations for the continued implementation and monitoring of the new policies and standards, as well as any additional areas for future review or improvement.

## 5 Timeline and Milestones

The development of the Municipal Service Standards Manual for the Town of Watson Lake is expected to be completed within 12 months from the contract award. The consultant is required to propose a detailed project schedule that meets the following milestones, ensuring that all deliverables are completed on time and to the Town's satisfaction.

### 5.1 Project Milestones

**a) Kickoff and Initial Consultation (Month 1)**

- Objective: Meet with Town of Watson Lake staff and stakeholders to establish goals, expectations, and specific areas of focus for the Servicing Standards Manual.

- Deliverable: Confirmation of project scope and initial stakeholder input.
- b) Stakeholder Engagement and Needs Assessment (Month 1 – 4)**
  - Objective: Conduct public meetings and consultations with developers, and municipal staff to gather input on current service standards and infrastructure needs.
  - Deliverable: Stakeholder engagement summary report.
- c) Review of Existing Policies and Standards (Month 1 - Month 4)**
  - Objective: Review the Town's existing policies, including the Water and Sewer Bylaw, and evaluate the service charges and infrastructure standards.
  - Deliverable: Review report identifying gaps and areas for improvement.
- d) Draft Servicing Standards Manual (Month 4 - Month 8)**
  - Objective: Develop the draft Servicing Standards Manual, incorporating the stakeholder feedback and review of existing policies.
  - Deliverable: First draft of the Servicing Standards Manual.
- e) Technical Review by Professional Engineer (Month 7 - Month 9)**
  - Objective: Engage a professional engineer to review the technical specifications and guidelines in the draft manual.
  - Deliverable: Technical review feedback and revisions to the draft manual.
- f) Public Review and Final Stakeholder Feedback (Month 9 - Month 10)**
  - Objective: Present the draft manual to the community and key stakeholders for final feedback and revisions.
  - Deliverable: Stakeholder feedback report and updated draft manual.
- g) Finalization of the Servicing Standards Manual (Month 10 - Month 11)**
  - Objective: Finalize the manual based on feedback and ensure that all revisions are incorporated.
  - Deliverable: Final Servicing Standards Manual.
- h) Presentation to Town Council (Month 11)**
  - Objective: Present the final manual to the Town Council for review, approval, and adoption.
  - Deliverable: Presentation materials and Town Council approval.
- i) Final Report and Recommendations (Month 12)**
  - Objective: Prepare a final report summarizing the project process, including stakeholder engagement, policy revisions, and final recommendations.
  - Deliverable: Final report and recommendations document.

## 5.2 Schedule and Approach

Proponents are expected to outline their own schedule and approach for meeting these milestones, ensuring that the project is completed by the final deadline of **12 months** from the contract award. The proposed schedule should include:

- a) Key dates and timeframes for each milestone and deliverable.
- b) A description of how the consultant plans to manage the project to meet these deadlines.
- c) A clear plan for engaging with stakeholders, ensuring that their feedback is incorporated throughout the process.
- d) A methodology for handling revisions, technical reviews, and the finalization process.

## 6 Proposal Submission

Proponents are invited to submit a detailed proposal that clearly outlines how they plan to achieve the goals and deliverables of the Municipal Service Standards Manual project for the Town of Watson Lake. The proposal should provide sufficient information to demonstrate an understanding of the project requirements and a clear approach to meeting the deliverables within the 12-month timeframe.

## 6.1 Proposal Content

Proposals should include the following components:

- a) Project Team and Roles
  - Team Structure: A brief description of the team members who will be working on the project, their roles, and their relevant expertise. While detailed team experience is not required, the proposal should demonstrate that the team has the necessary skills to successfully complete the project.
  - Responsibilities: Clear identification of each team member's responsibilities within the project. This helps clarify who will be handling specific tasks such as stakeholder engagement, policy review, technical oversight, and document drafting.
- b) Project Approach and Methodology
  - Work Plan: A detailed approach to how the project will be executed, from start to finish. This should include an overview of the consultant's methodology for completing the deliverables, meeting the key milestones, and engaging with stakeholders.
  - Timeline: A proposed project schedule that aligns with the milestones and overall 12-month timeline. The proponent should explain how they will manage time, ensure progress, and address any potential challenges.
  - Stakeholder Engagement: A clear description of how stakeholder engagement will be managed, including public consultation, interaction with municipal staff, and other key stakeholders. The proposal should also outline how feedback will be incorporated at each stage of the process.
  - Technical Review: A description of how technical input will be integrated into the manual, including the involvement of engineers or other relevant professionals to ensure the manual is feasible and aligned with industry best practices.
- c) Project Deliverables
  - Deliverable Plan: A breakdown of how each deliverable will be achieved and the associated timeline for completion. The proponent should provide an overview of their plan for developing the Servicing Standards Manual, reviewing existing policies, conducting technical reviews, and finalizing the document.
  - Quality Assurance: An explanation of the quality control measures that will be taken to ensure the final product meets the required standards and aligns with the goals of the project.
- d) Risk Management and Contingency Plan
  - Risk Assessment: A brief outline of potential risks or challenges the proponent anticipates during the project (e.g., stakeholder resistance, delays in feedback, unforeseen technical challenges) and how they plan to mitigate these risks.
  - Contingency Measures: An explanation of how the consultant will handle any unforeseen issues that may arise, ensuring the project stays on track for completion within the provided timeline.
- e) Budget and Cost Proposal
  - Cost Breakdown: A high-level overview of the project costs, including any key expenses (e.g., labor, travel, stakeholder engagement activities, technical reviews). The proponent should provide a cost estimate for each phase of the project.
  - Value for Money: An explanation of how the proponent will ensure the project is completed effectively and efficiently within the proposed budget.
- f) Proposal Submission Requirements
  - The proposal should be clear, concise, and no longer than 20 pages.
  - Proposals must be submitted in PDF format.

## **7 Proposal Evaluation**

Bidders acknowledge and accept, by submitting a proposal, that the Town of Watson Lake's evaluation will be based on the quality, accuracy, and feasibility of the proposal submitted. The Town will have sole discretion in determining how proposals are evaluated and in selecting the successful proponent.

The evaluation will consider the proposed methodology, project approach, timeline, and the alignment of the proposal with the Town's goals for the Municipal Service Standards Manual. The Town reserves the right to request clarifications or further details from proponents during the evaluation process. The final decision will be made based on the Town's assessment of the best overall value for the project.

The Town will not necessarily accept the lowest priced or any Proposal and reserves the right to accept or reject any or all Proposals, or to accept the Proposal which the Town deems to be in its own best interest.

Without limiting the generality of the foregoing, any Proposal may be rejected for:

- a) incomplete Proposal;
- b) conditional Proposal;
- c) obscured/irregular erasures or corrections in any part of the proposal;
- d) prices omitted;
- e) unbalanced bid;
- f) evidence of inadequate experience or of inadequate capacity to perform the Work;
- g) evidence of previous failure to perform adequately on similar work or be able to provide the manual as per specifications;

Any significant items omitted from the proposal, or any additions, alterations, conditions, or qualifications added to the proposal or failure to properly sign the proposal may cause the bid to be rejected. A proposal may be rejected where there is substantial evidence that, according to the evaluation criteria set out above, the bidder would be unable to carry out the work required. The determination of whether to reject any proposal or to remove any proposal from the evaluation process will be made in the absolute discretion of the Town.

Whenever alternatives are accepted, the Proposer shall be responsible for making all consequential adjustments to make the alternative fit into the Work as specified, and any consequential costs shall be deemed to be included in the price proposed for the Alternative Proposal.

## **8 RFP General Terms & Conditions**

### **8.1 General**

By submitting a Proposal, a Proposer agrees that, upon Proposal Acceptance, the Proposer, if selected as the Preferred Proposer, will execute the Contract. The Preferred Proposer's Proposal, or any portion thereof, may form part of the Contract at the Town's discretion.

### **8.2 Irrevocable**

All proposals are irrevocable for and open for acceptance for a period of sixty (60) days from Proposal Closing

or until a Contract is signed with the Successful Bidder(s), whichever comes first.

### **8.3 No Obligation**

This RFP does not commit the Town in any way to select a Preferred Proposer, or to proceed to negotiations for a Contract, or to award a Contract. The Town reserves the right to at any time for any reason reject all Proposals, terminate this RFP, and proceed with the Project in some other manner. The lowest or any quotation or proposal shall not necessarily be accepted.

### **8.4 Reservation of Rights**

Notwithstanding any other section of this RFP or any practice or custom of the trade or industry, the Town, in its discretion, reserves the complete right to, at any time and from time to time, do any or all of the following:

- accept any proposal;
- disqualify a Proposer from this RFP;
- reject any proposal for any reason, including without limitation if in the Town's view the Proposer or its proposed subcontractors do not have sufficient experience performing services similar to the Services;
- reject all Proposals for any reason, terminate this RFP process and, if the Town elects, obtain or proceed with the Project in some other manner, including by conducting a new procurement process;
- accept a Proposal which is not the lowest cost Proposal even if the lowest cost Proposal conforms in all respects with the requirements set out in this RFP;
- accept a Proposal that does not comply with the specifications set out in the Contract;
- reject a Proposal even if it is the only Proposal received by the Town;
- not proceed to review and evaluate, or discontinue the evaluation of, any Proposal;
- receive further information from any Proposer or refuse to receive further information from any Proposer;
- negotiate the Contract and other terms with any Proposer;
- award a Contract to whomever the Town in its discretion deems appropriate and in the best interest of the Town; and
- object to a proposed subcontractor for reasonable cause, in which case the Town will permit a Proposer to propose a substitute subcontractor acceptable to the Town.

The Town may, in its discretion, reject any Proposal which fails to conform to or includes qualifications to the requirements of this RFP, which is materially incomplete, obscure, or irregular, which contains exceptions or variations, or which omits any material information required to be submitted. Notwithstanding anything to the contrary in this RFP, the Town may in its discretion (and if it is deemed to be in the best interest of the Town) retain any such Proposal for consideration and may waive any or all of the foregoing, on such terms and conditions as the Town may consider appropriate, and consider such Proposal in the same manner as Proposals that fully conform to the requirements of this RFP without qualification.

### **8.5 Receipt of Complete RFP**

Proposers are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any addenda. A submitted Proposal will be deemed to have been prepared on the basis of the

entire RFP issued prior to the Submission Time, including any addenda. The Town accepts no responsibility for any Proposer lacking any portion of this RFP. The submission of a Proposal constitutes a representation by the Proposer that it has verified receipt of the complete RFP, including any addenda.

## **8.6 Examination of RFP and Contract Documents**

Proposers will be deemed to have carefully examined the RFP and any addenda, including all attached appendices and the Contract, prior to preparing and submitting a Proposal.

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proposers. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proposers from forming their own opinions and conclusions with respect to this RFP.

## **8.7 End Use of Project**

Once the supply of the Municipal Service Standards Manual, all reports and documentation produced as well as any information collected will become the property of the Town of Watson Lake.

## **8.8 No Collusion**

Bidders shall not discuss or communicate, in any form, with any other Bidder or any representative or agent of any other Bidder regarding the preparation or presentation of their Bids. Bids shall be submitted without any connection, knowledge, comparison of information, or arrangement, with any other Bidder or any agent or representative of any other Bidder.

If a Bidder contemplates using the same subcontractor or supplier for a particular part of the Deliverables, the Bidder shall put into place appropriate ethical walls and other safeguards to protect the confidentiality of their information and to ensure collusion does not take place.

## **8.9 Conflict of Interest**

Proposers should disclose any potential conflicts of interest and existing business relationships they may have with the Town. The Town may disqualify any Proposer that in the Town's opinion:

- has an unfair advantage (including access to any confidential information not available to all Proposers), whether real, perceived, existing now or likely to arise in the future; or
- would be in a conflict of interest if the Proposer is awarded a Contract.

By submitting a Proposal, a Proposer warrants that, to the best of its knowledge and belief, no actual or potential conflicts of interest exist with respect to the submission of the Proposal, other than as disclosed in the Proposal. Where the Town discovers a Proposer's failure to disclose an actual or potential conflict of interest, the Town may, in addition to any other remedies available, disqualify the Proposer.

The Town may disqualify a Proposer if a Town employee is a member of the Proposer Team, whether as an employee or as a sub-contractor, sub-consultant or specialist.

## **8.10 Government Approvals**

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal or the Contract that requires any approval, permit or license under

any federal, territorial, provincial or municipal statute, regulation or by-law.

### **8.11 Proposer's Expenses**

Proposers are solely responsible for their own expenses incurred in connection with this RFP, including in preparing and submitting Proposals, and for any meetings, negotiations or discussions with the Town or its representatives and consultants.

### **8.12 No Claims**

By submitting a Proposal, each Proposer agrees that the Town and its employees, advisors, and representatives will not under any circumstances be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proposer in preparing and submitting a Proposal, participating in this RFP process or other activity related to or arising out of this RFP process, including if the Town for any reason cancels this RFP process, rejects any or all Proposals, fails to identify or correct a discrepancy in a Proposer's proposed pricing, accepts any compliant or non-compliant Proposal or breaches any duty of fairness, express or implied term of the Proposal documents or other duty to the Proposer.

### **8.13 Confidentiality**

All Proposals become the property of the Town and will not be returned to the Proposer. All Proposals will be held in confidence by the Town unless otherwise required by law. Proposers should be aware that the Town is a "public body" and must comply under the Access to Information and Protection of Privacy Act of the Yukon Territory. If the Town accepts a Proposal and enters into a Contract with a Proposer, the Town may issue a press release identifying the name of the successful Proposer and the value of such Contract.

By submitting a Proposal, the Proposer represents and warrants to the Town that the Proposer has complied with applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Town and the use, distribution, and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP.

### **8.14 No Solicitation**

Proposers and their directors, officers, employees, agents and other representatives should not engage in any form of lobbying whatsoever to influence the outcome of this RFP or attempt to communicate directly or indirectly with, or make any representation or solicitation to, any director, officer or employee of the Town (except the Town Representative) with respect to this RFP, whether before or after submission of a Proposal. If a Proposer or any of its directors, officers, employees, agents and other representatives contravenes the foregoing, the Town may, in its discretion, terminate that Proposer's continued participation in this RFP or reject or not accept a Proposal from that Proposer.

### **8.15 Electronic Communication**

The following provisions will apply to any email communications with the Town Representative, or the delivery of documents to the Town Representative by email where such email communications or deliveries are permitted by the terms of this RFP:

- the Town does not assume any risk or responsibility or liability whatsoever to any Proposer:
  - i) for ensuring that any electronic email system being operated for the Town is in good working

- order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proposer's transmission cannot be received; or
- ii) if a permitted email communication or delivery is not received by the Town, or received in less than its entirety, within any time limit specified by this RFP; and
  - iii) all permitted email communications with, or delivery of documents by email to, the Town Representative will be deemed as having been received by the Town Representative on the date and times indicated on the Town Representative's electronic equipment.

### **8.16 No Promotion**

The Contractor will not disclose or promote its relationship with the Town, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, or other written materials, without the express written consent of the Town.

### **8.17 Invoicing and Payment**

The Successful Proposer should direct all invoices to Town of Watson Lake, Accounts Payable. Invoices should be submitted electronically in pdf format to [cao@watsonlake.ca](mailto:cao@watsonlake.ca) and include the following in the subject line:

- Town Purchase Order Number
- Invoice Number

The Contractor shall include a valid Town purchase order number which will be issued upon contract award. Payment terms will be thirty (30) days.

- All invoices shall include the following information:
- Contractor's name/Address;
- Date of Invoice;
- Invoice Number;
- Current and applicable Town Purchase Order Number;
- Invoice period (e.g. November 01 – November 30, 2017);
- GST shown separately and the GST registration number

Any contract entered into will be subject to, (have included), payment terms provided all terms and conditions on the part of the successful Proposer have been complied with, for payment of each invoice or progress payment within 30 calendar days after receipt of the invoice, or 30 calendar days after delivery of goods or services whichever is later.

New vendors to the Town will be provided with the necessary documents to facilitate electronic funds transfer.

All payments shall be processed using electronic funds transfer which shall be deposited directly to the Contractors bank account. If any alternative from the accepted method of payment is necessary, such alternative shall be mutually agreed upon and confirmed in writing by both the Contractor and the Town.

### **8.18 Incomplete Proposals and Errors**

The Town may request clarification where, in the opinion of the Town, the Proposal is incomplete or unclear. For unit price items, the unit price will govern. If an error is discovered in the calculated total price for a unit price item, based on the extension of the unit price by the estimated quantities in the Schedule of Prices, or based on the addition of GST, then the total price may be revised by the Town to the correct amount based on the unit price and estimated quantity, or GST amounts.

### **8.19 Insurance**

- a. Contractor shall provide Certificates of Insurance prior to starting work.
- b. The Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to its existing policy, Comprehensive General Liability Insurance acceptable to the Town and subject to limits of not less than three million dollars (\$3,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- c. Where the Contractor's current Insurance policy fails to provide adequate coverage, such policy may be combined with an Umbrella or excess Liability Policy to provide the necessary coverage.

## T-1 Schedule of Quantities and Prices

THIS SCHEDULE MUST BE COMPLETED AND INCLUDED IN PROPOSAL SUBMISSION

All prices submitted shall be in Canadian dollars, shall include all applicable duties and applicable taxes and delivery DAP (Delivered at Place) to the Town of Watson Lake except the GST which shall be shown separately. All prices shall include all costs, and no additional costs will be chargeable to the Town unless indicated below.

If a sub-total or total amount is indicated, and a price has not been entered for any payment items that forms part of the sub-total or total amount, that payment item shall be deemed to have been included in the other prices that make up the sub-total or total price(s), as applicable.

ITEM #	DESCRIPTION	UNIT	TOTAL PRICE	
1.0	Development and Supply of Municipal Service Standards Manual	\$		
TOTAL PROPOSAL PRICE (For Contract				\$
GST				\$
OTHER (Please Specify)				\$
TOTAL PROPOSAL PRICE				\$

If applicable, in the event of any discrepancy between the unit price and the extension, the unit price shall govern.

TOTAL PROPOSAL PRICE INCLUDES THE PROPRIETARY RIGHTS TO ALL MATERIALS, REPORTS, AND RELATED DOCUMENTATION

**T-2 Schedule of Addenda**

THIS SCHEDULE SHOULD BE COMPLETED AND INCLUDED IN THE SUBMISSION OF A BID

The Contractor states that the following Addenda have been received and have been considered and taken into account in determining the Prices in the Schedule of Quantities and Prices. Note: If no Addenda are issued, indicate N/A on the first line

Addendum Number	Date Issued	Number of of Pages

### **T-3 Schedule of Qualifications/References**

THIS SCHEDULE SHOULD BE COMPLETED AND INCLUDED IN THE PROPOSAL SUBMISSION

The Bidder is to provide financial and business references below:

#### **Financial Reference**

Bank \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

#### **Business References**

Product Supplied \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Product Supplied \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Product Supplied \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

## T-4 Schedule of Signatures

THIS SCHEDULE MUST BE COMPLETED AND INCLUDED IN THE PROPOSAL SUBMISSION

\_\_\_\_\_  
Name of Contractor/Corporation **(PLEASE PRINT)**

\_\_\_\_\_  
Legal Status: Corporation, Partnership, or Sole Ownership **(PLEASE PRINT)**

\_\_\_\_\_  
Mailing Address **(PLEASE PRINT)**

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

### Names and Addresses of Corporation Officer or Members of the Organization:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

By signing below I/we accept all terms and conditions of this Request for Proposal and acknowledge that we have received and taken into consideration all addenda issued in our submitted bid.

### Signature by Authorized Representative:

\_\_\_\_\_

(Corporate Seal Here)

\_\_\_\_\_  
Name of Representative **(PLEASE PRINT)**

\_\_\_\_\_  
Title of Representative **(PLEASE PRINT)**

### Signature of Witness:

\_\_\_\_\_  
Name of Witness **(PLEASE PRINT)**

\_\_\_\_\_  
Address of Witness **(PLEASE PRINT)**

\_\_\_\_\_  
Date