

REQUEST FOR PROPOSALS

Sundial Sidewalk Replacement – Whistler Village

RFP #2023-5352-Paving

Resort Municipality of Whistler
whistler.ca



Request for Proposals

Sundial Sidewalk Replacement – Whistler Village

Resort Municipality of Whistler (RMOW)

Summary of Key Information

Request Number	#2023-5352-Paving
Issued:	February 22, 2023
Closing Time and Date:	14:00:00 hours; March 16, 2023
Closing Location:	Submissions via email to parks@whistler.ca RMOW Municipal Hall 4325 Blackcomb Way Whistler BC V8E 0X5
Contact Person:	Nancy Otten, Resort Operations Manager, notten@whistler.ca ; cc parks@whistler.ca

Proposals will be opened in private shortly after closing.

Table of Contents

1.0	Overview of This Request	4
1.1	Purpose of This Request	4
1.2	Background.....	4
1.3	Scope.....	4
2.0	Definitions	5
3.0	General Terms and Conditions	6
4.0	Instructions to Proponents	10
4.1	Submission of Proposals.....	10
4.2	Addenda	11
5.0	Evaluation	11
6.0	Appendix A: Signature and Response Form	16
6.1	Addenda Acknowledgment	17
6.2	Response Form.....	17
7.0	Appendix B: Scope of Work, Details of the Supply	18
7.1	Location Information	18
7.2	Considerations.....	18
7.3	Staffing.....	19
8.0	Appendix C: SAMPLE Contract	20
8.1	Insurance	25
9.0	Schedule A: Sundial Crescent Paving	26

1.0 OVERVIEW OF THIS REQUEST

1.1 Purpose of This Request

The Resort Municipality of Whistler (RMOW) is inviting qualified Proponents to submit Proposals to provide paving services at Sundial Crescent sidewalk in Whistler Village to enhance the resort experience and accessibility as a world-class destination resort. The required services include removal of existing unit pavers, re-leveling and re-paving a section of sidewalk. It is the intention of the RMOW to provide a reliable, safe, accessible pedestrian surface to its residents and visitors.

1.2 Background

A section of Sundial Crescent, Whistler, paving stone sidewalk requires replacing. The paving is currently uneven posing snow clearing issues and trip hazards. Services are required to lift, and dispose of, existing unit pavers; return the base to a smooth, well-compacted surface; and re-pave the sidewalk with new unit pavers.

The sidewalk is on Sundial Cres. between the intersection with Blackcomb Way and the *Pan Pacific Mountainside* driveway. The sidewalk is approximately 38m long and 3m wide (an approximate area of 114m²) and is shown in images in Schedule A.

1.3 Scope

The RMOW is requesting proposals to provide paving services at Sundial Crescent sidewalk in Whistler Village. The sidewalk replacement will include the removal (and responsible disposal) of current material, grading and replacement pavers.

A detour may be required during the paving works, which may need to be on the roadway. Alternatively, the current sidewalk could be divided in half, working on half of the paving at one time to maintain the pedestrian flow. The works should be carried out with as little disruption to the public and road/sidewalk users as possible.

See Appendix B for detailed scope/specifications.

2.0 DEFINITIONS

Throughout this Request for Proposals, the following definitions apply:

“Addenda”: means all additional information regarding this RFP including amendments to the RFP;

“Closing Location”: includes the location or email address for submissions indicated in the Key Information Summary;

“Closing Time”: means the closing time and date for this RFP as set out Key Information Summary of this RFP;

“Contract”: means the written agreement resulting from the RFP executed by the RMOW and the successful Proponent;

“Contractor” or “Consultant”: means the successful Proponent to the RFP who enters into a Contract with the RMOW;

“Department”: means the Department of the RMOW issuing this RFP;

“Must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“Preferred Respondent”: means the respondent deemed by the RMOW to have the highest ranked assessment of its response according to the process set out herein;

“Proponent”: means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“Proposal”: means a written response to the RFP that is submitted by a Proponent;

“Request for Proposals” or “RFP”: means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the RMOW by Addenda;

“Response”: means the submission of an offer, bid, tender or proposal according to this request;

“Responder” or “Respondent”: The company, individual or entity responding to this request;

“RMOW”: means the Resort Municipality of Whistler and includes the Department issuing this request;

“RMOW Contact”: means the individual named as the contact person for the RMOW in the RFP;

“RMOW Electronic Mail System”: means the electronic mail system of the Resort Municipality of Whistler;

“Should”, “Could”, “May” or “Desirable”: means a requirement having a significant degree of importance to the objectives of this Request;

“Supplier” or “Contractor”: the person or company selected to provide products and/or services under the terms of this contract. This extends to and includes any sub-contractors to the supplier;

“W.C.B.”: Workers Compensation Board of British Columbia, doing business as WorkSafe BC.

3.0 GENERAL TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

1. Proposal Submission

Proposals must be submitted via email to the RMOW at:

Email: parks@whistler.ca

The proposal should be submitted with the price quoted in \$CDN on or before: Thursday, March 16, 2023 at 2:00 p.m.

Total electronic individual file size shall be less than 9MB.

A completed and signed Appendix A should be included with the response; and

The response must be in the English Language.

2. Proposal Validity

Proposals will be open for acceptance for at least 60 days after the Closing Time.

3. Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

4. Completeness of Proposal

By submitting a proposal the Proponent 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.

5. Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent cannot change any part of its proposal after the Closing Time unless requested by the RMOW for purposes of clarification.

6. Conflict of Interest/No Lobbying

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the RMOW's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the RMOW involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the RMOW Contact prior to submitting a proposal. By submitting a

proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the RMOW, including members of the evaluation committee and any elected officials of the RMOW, or with the media, may result in disqualification of the Proponent.

7. Subcontractors

Unless the RFP states otherwise, the RMOW will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The RMOW will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the RMOW's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the RMOW involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the RMOW Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the RMOW.

8. Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the RMOW, if any. The RMOW will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

9. Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

10. Liability for Errors

While the RMOW has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the RMOW, nor is it necessarily comprehensive or exhaustive. Nothing in the

RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

11. No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the RMOW in any way to award a Contract.

12. No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

13. Legal Entities

The RMOW reserves the right in its sole discretion to:

- disqualify a proposal if the RMOW is not satisfied that the Proponent is clearly identified;
- prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the RMOW that the Proponent has the power and capacity to enter into the Contract;
- not to enter into a Contract with a Proponent if the Proponent cannot satisfy the RMOW that it is the same legal entity that submitted the Proponent's proposal; and
- require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings to the RMOW's satisfaction.

14. Reservation of Rights

In addition to any other reservation of rights set out in the RFP, the RMOW reserves the right, in its sole discretion:

- to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- to waive any non-material irregularity, defect or deficiency in a proposal;
- to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the RMOW, or any material error, omission or misrepresentation in the proposal;
- at any time, to reject any or all proposals; and
- At any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

15. Ownership of Proposals

All proposals and other records submitted to the RMOW in relation to the RFP become the property of the RMOW and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the RFP, will be held in confidence. For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

16. Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

17. Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the RMOW in order to obtain access to confidential materials relevant to preparing a proposal.

18. Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the RMOW on substantially the same terms and conditions set out in Appendix C and such other terms and conditions to be finalized to the satisfaction of the RMOW, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

19. Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the RMOW within thirty days of notification of the successful Proponent, the RMOW may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

20. Trade Agreements

This RFP is covered by trade agreements applicable to RMOW and other jurisdictions, including the following:

- Canadian Free Trade Agreement;
- New West Partnership Trade Agreement;

For more information, Proponents may contact the RMOW Contact.

4.0 INSTRUCTIONS TO PROPONENTS

4.1 Submission of Proposals

Proposals should be submitted before Closing Time to the Closing Location stated in the summary of key information using one of the submission methods set out in this section of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the RMOW receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

A proposal should 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 scanned copy of the signed response form of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

For electronic submissions (email), the following applies:

- The maximum size of each attachment must be 9 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
- 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 (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...");
- For email proposal submissions sent through multiple emails the RMOW reserves the right to seek clarification or reject the proposal if the RMOW is unable to determine what documents constitute the complete proposal;
- 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 RMOW may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

For email proposal submissions, including any notices of amendment or withdrawal, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.

The RMOW strongly encourages Proponents to submit proposals via email to parks@whistler.ca with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.

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 RMOW Electronic Mail System.

1. Alternative Solutions

If more than one approach to deliver the goods or services described in the RFP is offered, Proponents should submit the alternative approach in a separate proposal.

2. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the RMOW with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the RMOW. Such written consents should specify that the personal information may be forwarded to the RMOW for the purposes of responding to the RFP and used by the RMOW for the purposes set out in the RFP. The RMOW may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made; Proponents will immediately supply such originals or copies to the RMOW.

3. Signatures

If an individual is making the response, they shall print or type their name and address on the response form and sign the same in the spaces provided. Their signature shall be witnessed and the witness shall give their address.

If a partnership is making the response, the name and address of the partnership shall be printed or typed on the response form and the names of all members of the partnership shall be printed or typed in the spaces provided. The response shall be signed by one or more of the partners in the following manner: for example, "Smith and Jones by John Jones a partner". The signature or signatures shall be witnessed and the witness or witnesses shall give their address or addresses.

If a company is making the response, the name of the company and its place of business shall be printed or typed on the response form and the form shall be signed by the person or persons authorized to sign the response on behalf of the company, indicating the capacity in which they sign: for example, "John Doe Company Ltd. by John Smith, Secretary" or as the case may be.

Responses signed by an agent must be accompanied by evidence of their authority.

4.2 Addenda

The final day for questions is 5 business days before the closing date. If the RMOW determines that an amendment is required to this RFP, the RMOW will post the amendment on the RMOW website no less than 3 calendar days prior to closing. It is the sole responsibility of the Proponent to check for Addenda on the RMOW website.

5.0 EVALUATION

This section outlines the process and criteria for evaluation of responses to this request to select a preferred respondent or respondents if this request allows for the possibility of contracting with multiple suppliers.

1. Evaluation

Proposals will be assessed in accordance with the evaluation criteria. The RMOW will be under no obligation to receive further information, whether written or oral, from any Proponent. The RMOW is under no

obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

The RMOW may consider and evaluate any proposals from other jurisdictions on the same basis that the RMOW purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

2. Evaluation Team

The evaluation team may consist of RMOW employees, contractors to the RMOW and others as may be appointed to the evaluation team by the RMOW. All persons on the evaluation committee shall be bound by the same standard of confidentiality.

3. Evaluation Process

Evaluation of responses will be made in the same and subsequent order as stated in the subsections to this section.

1. Mandatory Criteria

Any Proposal that does not satisfy all mandatory criteria will be rejected.

Required (Mandatory) Criteria	Check ✓
1. The Form of Proposal must be completed and signed by an authorized representative of the Proponent. The Form of Proposal must be filled out according to the instructions outlined in the Section 4.1 and submitted with the Proponents Proposal.	
2. Proposals must be in English.	

2. Weighted Criteria Benchmarks

Secondly, using the following weighted criteria benchmarks, the evaluation team will assess each Respondent's ability to fulfil the scope of work and responsibilities identified in Appendix B. The response form includes the desirable criteria against which Responses will be evaluated. Respondents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation. Proposals not meeting the minimum upset fee will not be considered.

Item	Desirable Criteria	Maximum Points	Minimum Required
1	Project Understanding – understanding of the scope and services required; and clarity of proposal (concise, consistent, comprehensible format).	20	10
2	Proponent Experience – reputation, relevant experience and proven performance with a similar project; technical and management capability, financial commitment and stability, capacity, skills	20	10

	and qualifications of the Proponent; minimum of two references based on past performance for similar project.		
3	Proposed Work Plan and Schedule – clear description of services and method for achieving this output (including equipment to be used, potential efficiencies, and expectation for time to complete work); strength of works plan and ability to work within defined parameters such as plans to re-route sidewalk during works with consideration for accessibility.	30	15
4	Cost, including expected task hours and rates for employees and equipment.	25	15
5	Environment and Sustainability – ability and willingness of the Proponent to work with recommended paver units, and dispose of materials responsibly; proposes innovative solutions to sustainability-oriented challenges; clearly moves our community towards its Climate Action Big Moves Strategy and Implementation Plan, both found at https://www.whistler.ca/climate-action/big-moves/strategy-development .	5	0
	Total Possible	100	50

Scoring Table

The Evaluation Team intends to use the scoring table below as a guideline for determining criterion score. Prompts are provided to give the Proponents an idea as to how each criterion will be examined and scored. The weighting of the prompts in determining the criterion score is up to the discretion of the Evaluation Team unless otherwise stated.

Scoring Table		
Points Awarded (% of available)	Quality	Criteria
100%	Exceptional	Exceptional; far exceeds requirements with no added risk.
80%	Very Good	Exceeds expectations; risk deemed acceptable or no added risk.
60%	Acceptable	Meets expectations and all minimum requirements.
40%	Below	Does not meet expectations or minimum requirements.

20%	Well Below Requirements	Fails to meet minimum requirements; proposes a solution or provides explanations that is not acceptable or relevant.
0%	Unacceptable	Proposed solution deemed unacceptable in every aspect.

3. Interview and/or Presentation

Selected respondents may be requested to attend an interview with the RMOW’s evaluation committee and/or make a presentation to the committee. This stage of the selection process may or may not be applicable as stated immediately below.

Respondents may be asked to clarify or verify any part of their written response and/or presentation.

The RMOW, at its sole discretion, may adjust their scores for the desirable criteria after clarification and/or verification of the written proposals. The highest scoring Respondent (“Preferred Respondent”) will be selected by adding the scores from the desirable criteria evaluation and from the presentation. The Preferred Respondent will then proceed to the next stage of the evaluation.

4. Reference Checks

The references of the Preferred Respondent may be contacted to validate any part of a Response. The RMOW reserves the right to conduct such independent reference checks or verifications as are deemed necessary by it to clarify, test, or verify the information contained in the Response and confirm suitability of the Respondent.

The RMOW will not enter into a Contract with any Respondent whose references, in the RMOW’s sole and reasonable opinion, are found to be unsatisfactory.

5. Prices Evaluation

Prices will be evaluated according to the formula:

$$\text{Maximum Points Available for price} \quad \times \quad \frac{\text{Lowest Price Offered}}{\text{Price being Evaluated}}$$

6. Litigation

In addition to any other provision of this RFP, the Municipality may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the Municipality, its elected or appointed officers, representatives or employees in relation to any matter, or if the Municipality has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the Municipality will consider whether the litigation is likely to affect the Proponent’s ability to work with the Municipality, its consultants and representatives and whether the Municipality’s experience with the Proponent indicates that there is a risk

the Municipality will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

7. Negotiations

The RMOW reserves the right, at its sole discretion, to negotiate with the Preferred Respondent. In no event will the RMOW be required to offer any modified terms to any other Respondent prior to entering into an agreement with the Preferred Respondent and the RMOW shall not incur any liability to any Respondent as a result of such negotiation or modifications.

It is the intent of the RMOW to ensure it has the flexibility it needs to arrive at a mutually acceptable Contract. It is not the intent of the RMOW to allow for new or significantly altered Responses in any negotiations with the Preferred Respondent.

Negotiations may include:

- Price adjustments;
- Minor changes to the requirements and responsibilities;
- Contract payment details
- Selected contract terms contained in the pro-forma contract as identified by the proponent for negotiation.

If a Contract cannot be negotiated with the Preferred Respondent, the RMOW will follow the process outlined in Part 8 immediately below.

8. Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the Preferred Respondent, the RMOW may, at its sole discretion at any time thereafter, terminate negotiations with that Respondent and either negotiate a Contract with the next best qualified Respondent and so on or choose to terminate the Request for Proposal process and not enter into a Contract with any of the Respondents. Such cancellation does not preclude the RMOW from entering into a contract with a Respondent in respect of any aspect of the work contemplated by this Request.

9. Notification

All respondents will be notified of the outcome of the appraisal and award process. Unsuccessful respondents may request a debriefing interview with the RMOW.

6.0 APPENDIX A: SIGNATURE AND RESPONSE FORM

Complete this section and enclose it with your response.

RFP Project Title: **Sundial Sidewalk Replacement**

RFP Reference No: **#2023-5352-Paving**

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Telephone: _____

E-Mail Address: _____

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addendums, and having full knowledge of the Site(s), and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Services, we have allowed for these conditions and submit this Proposal in response to the RFP.

The undersigned further agrees, on behalf of the company named below, to supply the goods and services listed at the prices quoted and within the terms and conditions as identified in Request for Proposal **#2023-5352-Paving**. This Offer is valid and enforceable for at least Sixty (60) days following the closing date.

This proponent further warrants that this proposal is made without collusion with any other party except those expressly disclosed in this proposal and that the Proponent has no conflict of interest.

The undersigned warrants that they have the authority to bind the company to this contract.

I/We confirm that this proposal is accurate and true to best of my/our knowledge.

I/We confirm that, if I/we am/are awarded the Agreement, I/we will at all times be the "prime consultant/contractor" as provided by the Worker's Compensation Act (British Columbia) with respect to the Services. I/we further confirm that if I/we become aware that another consultant/contractor at the place(s) of the Services has been designated as the "prime consultant/contractor", I/we will notify the RMOW immediately, and I/we will indemnify and hold the RMOW harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the RMOW in connection with any failure to so notify the RMOW.

This Proposal is submitted this _____ day of _____, 2023

I/We have the authority to bind the Proponent.

(Name of Proponent)

(Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

6.1 Addenda Acknowledgment

Addenda No.	Date Issued

6.2 Response Form

a) Recent Previous Contracts

Complete the following table and enclose with your response. References for work similar to that specified herein are preferred. The respondent authorizes the RMOW to make such enquiries of references that it deems appropriate.

Client/Owner	Contact Name and Contact Information	Description of the Work	Approx. Value	Completion Date

7.0 APPENDIX B: SCOPE OF WORK, DETAILS OF THE SUPPLY

The RMOW is requesting proposals to provide paving services to replace a portion of the Sundial Crescent sidewalk in Whistler Village. The paving is currently uneven and needs attention. A pedestrian detour may be required during the paving works, which may need to be on the roadway. Alternatively, the current sidewalk could be divided in half, working on half of the paving at one time to maintain pedestrian flow.

The sidewalk replacement will include the removal (and responsible disposal) of current material, grading and subbase preparation, and replacement pavers. The works should be carried out with as little disruption to the public and road/sidewalk users as possible.

If applicable, the success Proponent will provide plans as to how COVID-19 safety protocols and public health orders will be addressed.

7.1 Location Information

The location of the sidewalk is a portion of Sundial Crescent, Whistler, specified in the attached sketch as Schedule A. The sidewalk has limited space available, and it is critical that the successful Proponent considers an appropriate, accessible detour for sidewalk users during the paving replacement works; location and space limitations are shown in the images attached as Schedule A.

7.2 Considerations

The successful Proponent will use the following unit pavers:

- Please use the Classic Standard unit pavers, 60mm thick, colour “shadow”:



Classic Standard

112.5 x 225 - 60mm & 80mm
4 7/16 x 8 7/8 - 2 3/8" & 3 1/8"



SHADOW

- Please use plastic paver edging to prevent slumping into adjacent planter beds.

Work will be guaranteed against differential settlement for a minimum of one year. The Successful Proponent will re-level any areas of settlement identified to them within one year of the paver replacement.

As mentioned, managing pedestrians must be a consideration. This sidewalk receives some of the heaviest pedestrian traffic in Whistler Village and as such a “Traffic Management Plan” will need to be

included in the proposal. Safe and accessible travel must be maintained at all times during the project either over the path or via convenient detour.

7.3 Staffing

The successful Proponent will be responsible for the hiring, managing and training of qualified staff. Compensation will be in accordance with all provincial and federal statutory requirements including income, tax, pension, insurance, and Workers Compensation Board requirements. The successful Contractor will carry Workers Compensation Board coverage for itself and all its workers, employees servants and anyone else engaged in work or service as it pertains to this Agreement. The Contractor will provide evidence of such coverage prior to the commencement of work in the form of a clearance letter.

8.0 APPENDIX C: SAMPLE CONTRACT

By submission of an RFP the respondent to this Request agrees that a contract entered into between the RMOW and the selected respondent will be substantially the same as the attached example contract. Respondents are to identify any contract terms that they could not agree to and the identification of any such terms shall be included in post-closing negotiations, if any.

Whistler Village Sundial Sidewalk Replacement Agreement

THIS AGREEMENT is effective as of the **XXth day of XXXXXXXX, 20XX.**

BETWEEN:

The Resort Municipality of Whistler, having an address at 4325 Blackcomb Way, Whistler, B.C. V8E 0X5

(the "RMOW")

AND:

[Service Provider Firm Name] having an address at [Service Provider's full address]

(the "Service Provider")

WHEREAS:

- A. *The RMOW invited responses to a request for paving services for a specific section of Whistler Village sidewalk and the Service Provider submitted a response for the provision of such services required at Sundial Crescent, Whistler;*
- B. *The RMOW has accepted the proposed services of the Service Provider, on the terms and conditions set out herein.*

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. SERVICE PROVIDER OBLIGATIONS

- 1.1 *During the terms of this Agreement, the Service Provider shall provide services, including all necessary staff and equipment for paver unit removal, re-leveling and re-paving a portion of Sundial Crescent, Whistler, British Columbia, all in accordance with the specifications herein and as attached hereto as Schedule "A" (Scope of Work Location Map).*

1.2 *The Service Provider covenants and agrees, during the term hereof, to perform to the best of its ability to a standard acceptable to the RMOW, the services set forth in this Agreement and specified herein and in Schedule “A” hereto. The Service Provider shall meet with the RMOW periodically during the term to discuss any deficiencies in performance and shall agree in writing to a corrective course of action. Repeated deficiencies will be cause for termination of this Agreement. All work must be done with as little inconvenience to RMOW staff and Whistler Village users/pedestrians as possible. The Service Provider shall propose a services and review schedule that will be agreed upon by both parties that identifies the start and finish times for all tasks. The RMOW will expect the Service Provider to adhere to the agreed upon schedule.*

The Service Provider will be responsible to maintain a clean and tidy work environment to the satisfaction of the RMOW staff.

1.3 *The Service Provider shall employ only competent, trained persons to do the work herein. The supervisor must be designated and be identifiable. The Service Provider further covenants and agrees to provide proof of bonding and RCMP criminal record checks for all employees of the Service Provider working on RMOW premises, if applicable. All employees of the Service Provider who are working on RMOW premises must be identified prior to the signing of this Agreement and all new employees hired after this Agreement is signed and who have intentions to work on RMOW premises must subsequently be identified in writing to the RMOW. If, in the opinion of the RMOW, the Service Provider’s employees are not compatible with RMOW staff or other Service Providers the Service Provider will remove these employees from any duties associated with the Agreement. The Service Provider will strictly control the actions of its employees while on RMOW property.*

2. *TERM*

This agreement shall be in effect and binding on the parties from the date on which it has been signed by both parties and shall, subject to other provisions hereof, continue in force until the sidewalk replacement is complete, subject to conditions stated in this agreement, from the effective date referenced herein. The agreed upon performance requirements will be reviewed continually for compliance; the Service Provider must continue to meet the performance requirement for continuation of the contract.

3. *FEES AND PAYMENT*

The RMOW shall pay a fee to the Service Provider as a lump sum for the services provided, unless specified in the proposal from the Service Provider. The Service Provider shall provide a detailed written invoice to the RMOW.

4. EXPENSES

The Service Provider shall pay all expenses whatsoever in connection with the provision of the services herein, including without limiting the generality of the foregoing:

- (a) The purchase of equipment, vehicles and staff uniforms;*
- (b) Maintenance of equipment, vehicles, and uniforms;*
- (c) Supply of all staff and payment of all staff salaries, benefits and related costs;*
- (d) All fees for license and permits which may by law be required, and all taxes imposed, with respect to the provision of the services hereunder necessary for the performance of the work.*

5. INSURANCE

The Service Provider, at its cost, agrees that it will obtain and pay premium thereon for the term of this Agreement, comprehensive public liability insurance and property damage insurance in an amount of not less than five million dollars (\$5,000,000.00) inclusive against liability for bodily injury, or property damage, per accident or occurrence and otherwise, with an insurer and with a deductible and on terms satisfactory to the RMOW, which shall be named as an additional named insured thereof. In addition to Commercial General Liability, the Service Provider will obtain Automobile Liability insurance in the amount of not less than five million dollars (\$5,000,000.00) per occurrence. The Service Provider further covenants and agrees to provide copies of all insurance policies or certificates of these policies together with proof of payment to the RMOW at the time of signing of the contract.

6. BUSINESS LICENSE/WORKSAFE BC

The Service Provider shall maintain a valid RMOW Business License and provide evidence to the RMOW that it is in good standing with regard to Workers Compensation coverage with Work Safe BC.

7. RCMP CRIMINAL RECORD CHECKS/BONDING

The Service Provider agrees to provide proof of bonding and RCMP criminal record checks for all employees of the Service Provider working on RMOW premises, if applicable.

8. **INDEMNIFICATION**

The Service Provider covenants and agrees to indemnify, protect and save harmless the RMOW, its officers, agents, servants and employees, from and against any and all loss, liabilities, costs, damages, actions, causes of actions, claims and demands of every kind, description and nature whatsoever which the RMOW may incur or suffer, or be put to, by reason of or in any way connected with, in whole or in part, any act or omission of the Service Provider, its employees or agents, hereunder.

9. **TERMINATION**

If the Service Provider fails to give satisfactory service to the RMOW in accordance with the terms of this Agreement or is in default of any of its obligations hereunder, then the RMOW may terminate this Agreement upon giving one (1) weeks' notice, in writing, to the Service Provider. Either party may terminate this Agreement, for any reason, upon giving two (2) weeks' notice, in writing, to the other party.

10. **MISCELLANEOUS**

- 10.1 *This Agreement shall not be assignable by the Service Provider without the prior written consent of the RMOW.*
- 10.2 *The provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.*
- 10.3 *This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors, administrators, executors, heirs and permitted assigns.*
- 10.4 *Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.*
- 10.5 *Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in full force and effect, and be construed as if this Agreement had been executed without the invalid portion, and it is hereby*

declared the intention of the parties hereto that this Agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

10.6 *Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, or sent by e-mail or postage prepaid mail, and addressed to the parties as follows:*

Service Provider:

[Service Provider Firm Name]

[Address]

Phone: **604-XXX-XXXX**

E-mail: **XXXXXX**

RMOW:

Resort Municipality of Whistler

*4325 Blackcomb Way, Whistler, BC, V8E 0X5
Attention: Nancy Otten*

Phone: 604-935-8324

E-mail: notten@whistler.ca

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

RESORT MUNICIPALITY OF WHISTLER

[Service Provider Firm Name]

By: _____

By: _____

By: _____

8.1 Insurance

At its' own expense and prior to the commencement of the term of the Contract, the Preferred Respondent shall obtain and maintain or cause to be obtained and maintained in force during the term of the Contract, insurance acceptable to the RMOW where the RMOW is named as additional insured with limits not less than those shown for each respective item as follows:

Insurance	Consultant	Independent or Trade Contractor
Commercial General Liability (CGL)	\$5 million per occurrence	\$5 million per occurrence
Automobile Liability	\$5 million per occurrence	\$5 million per occurrence
Umbrella or Excess Liability	To bring CGL or auto liability to \$5 million	To bring CGL to \$5 million or auto liability to \$5 M
Professional Liability	\$5 million each claim	None

9.0 SCHEDULE A: SUNDIAL CRESCENT PAVING

Schedule A – See sketch below for location and photos (Image 1 and 2) for indication of space and current condition.

Location of sidewalk replacement – section indicated between two red arrows:



Image 1 - taken from north end of sidewalk:



Image 2 - taken from south end of sidewalk:

