

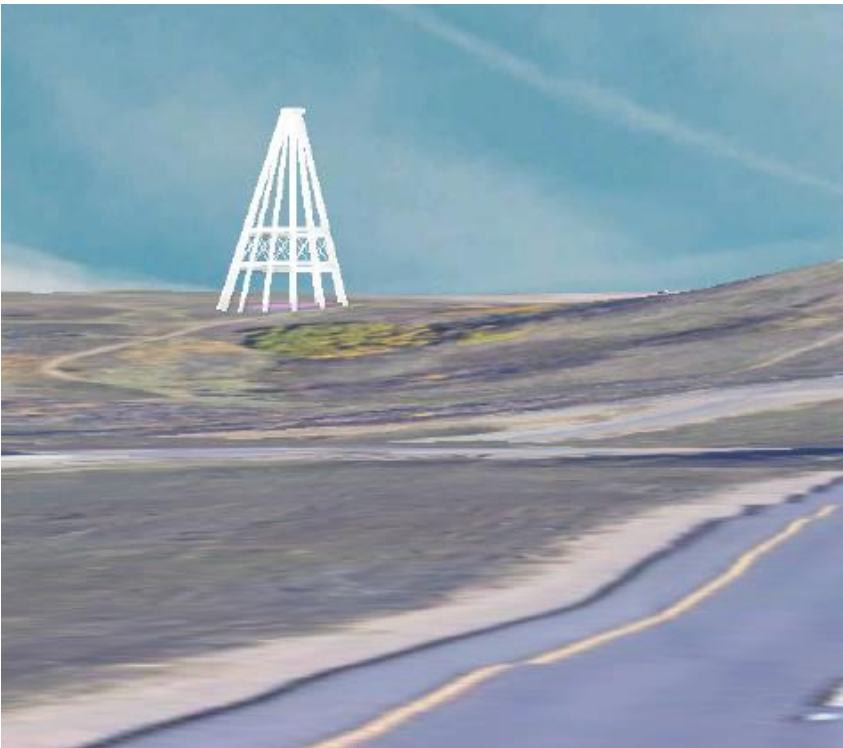


**North
Battleford**

Treaty Six Territory | Heartland of the Métis | Saskatchewan | Canada

2024

Tawâw Point Tipi at King Hill



RFP#: CNB-EPAI-2024-05-22

**Issue Date:
Friday, May 31, 2024**

**Closing Time:
2:00 PM Monday, June 17, 2024**

**Times listed are to be considered CST
(Saskatchewan time)**

City of North Battleford

1291- 101st Street

PO Box 460

North Battleford, SK

S9A 2Y6

SUMMARY OF KEY INFORMATION

RFP TITLE	Tawâw Point Tipi at King Hill RFP#: CNB-EPAI-2024-05-22 Proponent must use this title on all correspondence.
CONTACT PERSON	The point of contact for this RFP is: City Clerk's Department City of North Battleford, SK, Canada E-mail: tenders@cityofnb.ca Phone: 306-445-1700
INQUIRIES	Please direct all inquiries by email to the contact person. Inquiries received by any other means may not be answered.
SUBMISSION DEADLINE	Saskatchewan time 2:00 PM Monday, June 17, 2024, or as amended by addendum.
SUBMISSION LOCATION	Proposals are to be submitted to: Tawâw Point Tipi at King Hill RFP#: CNB-EPAI-2024-05-22 City Clerk's Department City of North Battleford 1291- 101 st Street PO Box 460 North Battleford, SK S9A 2Y6 via email to: tenders@cityofnb.ca

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SECTION 1 SUMMARY OF THE OPPORTUNITY

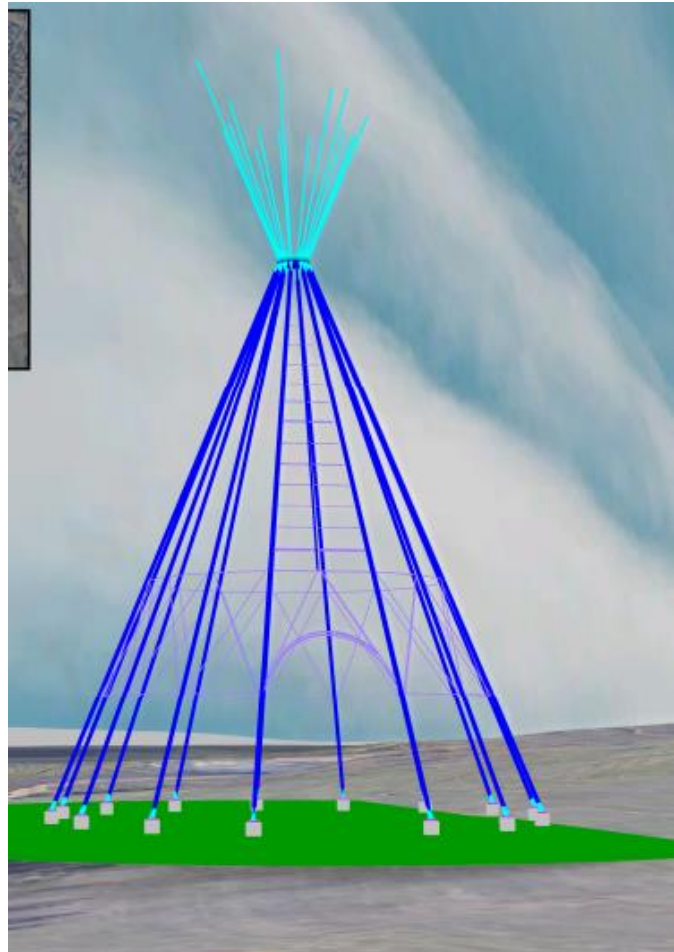
1.1 Project Description

This Request For Proposals (RFP) is issued by the Corporation of the City of North Battleford (The City) for the purpose of seeking a qualified team to provide the design, fabrication, assembly, and installation of a tipi on King Hill.

The concept is for a tipi to be constructed to the maximum height possible, out of steel, without a covering, and to reflect, as accurately as possible, the style and design of local Treaty 6 Indigenous tipi construction practices. Adjacent is a concept sketch of the tipi.

1.2 Invitation

The City, invites any company (or teams of companies) that is interested in designing, fabricating, assembling, and installing a tipi as laid out in the specifications section of the RFP to submit a proposal.



SECTION 2 STANDARD TERMS AND CONDITIONS

2.1 Definitions

Throughout this Request for Information, the following definitions apply:

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

“Submission Location” includes the location or email address for submissions.

“Submission Time” means the closing time and date for this RFP.

“Contract” means the written agreement resulting from the RFP executed by the City and the successful Proponent.

“Contractor” means the successful Proponent of the RFP who enters into a Contract with the City.

“**City**” means the City of North Battleford.

“**Must**” or “**Mandatory**” means a requirement that must be met in order for a proposal to receive consideration.

“**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 Proposal**” 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 City by Addenda.

2.2 Acceptance of Terms and Conditions

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

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and the statements and representations in the Proponent’s proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP, including a signature of an authorized representative of the Proponent which confirms the Proponent’s intent to be bound, is acceptable.

2.3 Proposals

2.3.1. Submission Proposal and Deadline

1. Proposals must be submitted before Closing Time to the City as outlined in the Instructions to Bidders section of this RFP using one of the submission methods set out. The Proponent is solely responsible for ensuring that the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified contact if alternative methods of delivery for proposal documents are required.
2. For electronic submissions:
 - a) The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time.
 - b) The City’s email system accepts email attachments up to a maximum size of 15MB total. Emails with attachments larger than this will be undelivered. Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the City’s internet service provider.
 - c) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same proposal. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may

send multiple emails to reduce attachment file size to be within the maximum applicable size. Proponents should identify the order and number of emails which comprise the email proposal submission (e.g., “email 1 of 3, email 2 of 3...”).

- d) For email proposal submissions sent through multiple emails, the City reserves the right to seek clarification or reject the proposal if the City is unable to determine which documents constitute the complete proposal.
- e) 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 City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
- f) For email proposal submissions, 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.
- g) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal, including any attachments, before Closing Time.
- h) 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 City’s email system.
- i) While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City’s electronic mail system rejects an email proposal submission for any reason and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City’s Contact listed in the Instructions to Bidders section of this RFP to confirm receipt of the email if:
 - i) the Proponent’s email proposal submission is rejected by the City’s electronic mail system; or
 - ii) the Proponent does not receive a response email from the City confirming receipt of the email and all attachments one hour prior to the closing time of the RFP.
- j) An alternate submission method may be made available, at the City’s discretion, commencing one half hour before the Closing Time. It is the Proponent’s sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative

submission method will be available, or that the alternative submission method will ensure that a Proponent's proposal is received before Closing Time.

2.3.2. Completeness of Proposal

By submitting a proposal, the Proponent understands 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.

2.3.3. Proposal Amendment or Withdrawal

Proposals may be changed by written amendment if received before the Closing Time, but not after. The amendment must include:

- a cover letter explaining what is to be changed, duly signed by the authorized signatory of the Proponent;
- any documents to be substituted, clearly marked with a date and initialed; and
- any additional documents.

Proposals may be withdrawn in writing if received before the Closing Time, but not after. In the case of physically delivered Proposals, if the Proponent does not pick the submitted proposal package when delivering the letter of withdrawal, the City will not open the proposal package and will keep it for 5 business days for the Proponent to pick up. If the proposal package is not picked up after 5 business days, the unopened proposal package will be destroyed. In the case of emailed submissions, the City Clerk's Department will delete the submission without printing or circulation.

2.3.4. Proposal Documents and Site Examination

Proponents, by submitting a response to the RFP, are deemed to have carefully examined the RFP, including all attached Schedules and other attached documents, prior to preparing and submitting a Proposal, with respect to any and all facts.

All Proponents, before submission of their proposal, will have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work.

Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the City. If required, an addendum will be issued for clarification.

2.3.5. Compensation

All prices, fees, shall quoted in the proposal shall:

- include all applicable taxes, duties, costs of packing, transportation and other charges, unless otherwise expressly stipulated in the proposal;

- be in Canadian (CAD) funds;
- remain firm and irrevocable and open for acceptance by the City for a period of 120 calendar days after the Official Closing Time indicated in this RFP; and
- be firm, if awarded, for the duration of the contract.

2.3.6. Addendum

If the City determines that an amendment is required to the RFP, the City will issue a written addendum, which will be posted electronically through:

- SaskTenders, and/or
- the City website.

It is the responsibility of the Proponent to verify if any addendums have been posted.

The City reserves the right to revise this RFP up to the Proposal Submission Date. When the City issues an addendum two business days or less prior to the Proposal Submission Date, the City will extend the closing date to allow Proponents a minimum of three business days to revise and submit their proposals.

All terms and conditions which are not modified by addendum shall remain unchanged.

By submission of a Proposal to the City, the Proponent is deemed to have received, accepted, and understood the entire RFP, including any and all addendums. Proponents will need to acknowledge that they have addressed all addendums issued in their proposal.

2.3.7. Submissions are Owned by the City

All submissions become the property of the City at Closing Time and will not be returned to the Proponent unless withdrawn by the Proponent prior to the Closing Time. All submissions are considered to contain confidential business information of the Proponent and will be held in confidence by the City unless otherwise required by the laws applicable to the Province of Saskatchewan. Proponents should be aware the City is subject to Municipal Freedom of Information and Protection of Privacy Act.

2.4 Proponents' Proposal Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs of preparing a proposal and for subsequent finalizations with the City, if any. The City 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.

2.4.1. Proposal Evaluation Criteria

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

The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the City and others, when applicable. The Evaluation Team will contact Proponents for interviews if they deem necessary.

The City reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to:

- answer questions on their proposal submission;
- clarify their proposal, including a written response to a request for clarification, which shall then form part of the Proponent's proposal;
- cooperate with the City with respect to interview scheduling, if required; and
- any other requirements as requested by the City.

The lowest cost or highest scoring proposal will not necessarily be accepted.

24.2. Resource Commitments

The successful Proponent must make available the appropriately skilled workers, consultants, or subcontractors, as appropriate, to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill, and efficiency to meet the City's project deadlines. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses, and certifications where necessary.

24.3. Subcontractors

Unless the RFP states otherwise, the City 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 which will be the Proponent, being the company or individual with the sole responsibility to deliver the services under the Contract. The City will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, 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 City'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 City involved in preparation of the RFP, participating on the evaluation committee, or through 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 City's 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, either actual or potential, with respect to the RFP.

2.5 City's Rights

2.5.1. Submission of a Response Does not Create Contract A

This RFP process is not intended to create a formally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising from this process.

No legal obligation regarding the procurement of any good or service shall be created between the Proponent and the City.

2.5.2. Cancellation of RFP

The City reserves the right to cancel the procurement of goods and service outlined in this RFP at any time, including rejecting of all Proposals, up to the execution of a contract with a proponent.

2.5.3. Disqualification of Proposals

Proposals which are incomplete or do not meet any of the requirements specified, or are received after the Proposal Submission deadline, as received by the City on the date, time, and place as outlined in this document, will not be considered. Proponents are solely responsible for ensuring that proposals are delivered as required.

2.5.4. Legal Entities

The City reserves the right in its sole discretion to:

disqualify a proposal if the City is not satisfied that the Proponent is clearly identified;

request, prior to entering into a Contract with a Proponent, 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 City that the Proponent has the power and capacity to enter into the Contract; and

not enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal.

2.5.5. Past Legal Action (Litigation)

In addition to any other provision of this RFP, the City may, at its absolute discretion, reject the Proposal of a Proponent (or any office or director of the Proponent submitting the Proposal) if it is, or has been, engaged directly, or indirectly, in legal action against the City,

its elected or appointed officers, representatives, or employees in relation to any matter, or, if the City has initiated legal action against any officers or directors of the Proponent.

25.6. The City's Right to Accept or Reject

The City of North Battleford reserves the right to reject any or all Proposals, including, without limitation, the lowest RFP, and to award the Contract to whomever the City of North Battleford in its sole and absolute discretion deems appropriate, notwithstanding any custom of the trade to the contrary, nor anything contained in the Contract documents or herein.

The City of North Battleford shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its Proposal.

Without limiting the generality of the foregoing, the City of North Battleford reserves the right, in its sole and absolute discretion, to accept or reject any proposal which, in the view of the City of North Battleford is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the City of North Battleford considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the City of North Battleford.

Criteria which may be used by the City of North Battleford in evaluating proposals and awarding the Contract are in the City of North Battleford's sole and absolute discretion, and, without limiting the generality of the foregoing, may include one or more of: price, total cost to the City of North Battleford, reputation, claims history of the Proponent, qualifications and experience of the Proponent and its personnel, quality of services and personnel proposed by the Proponent, ability of the Proponent to ensure continuous availability of qualified and experienced personnel, the Project Schedule and Plan, the proposed Labour and Equipment, and the proposed Supervisory Staff.

Should the City of North Battleford not receive any proposal satisfactory to the City of North Battleford in its sole and absolute discretion, the City of North Battleford reserves the right to re-advertise the Request for Proposal or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Proponents.

25.7. Discrepancies in Proponent's Financial Proposal

If any discrepancies, errors, or omissions in pricing submitted are found in the Proposal, the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted. In particular:

1. if there is a discrepancy between the unit price and the extended total, then the unit price shall be deemed correct, and corresponding correction will be made to the extended total;
2. if a unit price has been given, but the corresponding extended total has been omitted, the extended total will be calculated from the unit price and estimated quantity; and

3. if the extended total has been given, but the corresponding unit price has been omitted, then the unit price will be calculated using the extended total and the estimated quantity.

2.5.8. Negotiations

The City may award the Contract on the basis of initial Proposals received without further discussions. Therefore, each Proposal should contain the Proponent's best terms and information, including all required documentation, as listed in the RFP. The City reserves the right to enter into discussions or negotiations with the selected Proponent. If the City and the selected Proponent cannot negotiate a satisfactory Contract, the City may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with this process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the City arising from such negotiations.

2.5.9. No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to Closing Date and Time by notifying the City in writing. Proponents who have withdrawn a proposal may submit a new Proposal which must be received by the City under the same terms as outlined in this document. After the Closing Date and Time, the Proposal is binding to the Proponent. If the City requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's Proposal.

2.5.10. Period of Validity of Proposals and Agreement

Unless otherwise specified, all Proposals submitted shall be irrevocable for 120 calendar days following the Closing Date.

2.5.11. Intellectual Property Rights

The City will retain the intellectual property rights, including patents, copyright, trademark, concept design, and trade secrets in any deliverable product or products developed through this Contract. Licensing and marketing rights to the developed product will not be granted in this Contract.

Proposals regarding these rights should not be limited to the City in response to this Request for Proposal and will not be considered in the evaluating responses.

2.5.12. Provisional Items

Items listed as provisional may or may not be included in the Contract Award.

The City reserves the right to diminish all or any portion of the items listed as provisional at any time before, during, or after the Contract award, and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

2.5.13. Liability for Errors

While the City 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 City, 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.

2.5.14. Contractor/Consultant/Service Provider Performance Evaluation

The City, at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the City. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the City may suspend the rights of any Proponent to bid on future requests for bids.

2.6 Health and Safety

The City has specific requirements that Contractors working for the City must adhere to with respect to Health and Safety, which are listed below.

1. For the purposes of this Contract, with respect to Health and Safety, the following definitions apply:

Contractor - A contractor is an individual, business, or other entity retained by the City who performs their service for the City. This term applies to all contractors, all contractor employees, and any sub-contractors hired by the contractor.

Service Provider - Includes contractors, subcontractors, consultants, and suppliers who complete business on City properties or worksites.

Competent Worker - With respect to a particular task or duty, includes a worker who is being trained to perform that task or carry out that duty, and who is under close and competent supervision during that training.

Health and Safety Coordinator - City representative who is a resource for Occupational Health and Safety Acts and Regulations interpretation and implementation.

Project Leader - City representative who is responsible for the completion of the project or work for which the contractor or service provider has been engaged.

2. The Health and Safety Coordinator will:
 - assist with identifying and resolving health and safety issues;
 - coordinate pre-construction meetings with the Project Leader; and
 - complete planned and unplanned work site inspections, and make health and safety recommendations as required.

3. Contractors / Service Providers will:

- cooperate and comply with the City of North Battleford Safety Program;
- perform all work in a safe manner and refuse to participate in unsafe activities;
- provide Competent Workers;
- provide necessary education, training, and safety equipment for their employees;
- have complete control of the work and work area and will provide adequate and competent supervision of the workers;
- inspect the project work areas and correct any hazards identified;
- investigate any accidents, injuries or near-misses, no matter how slight, (including property damage), and provide a copy of the investigation report to the City's Project Leader and the City's Health and Safety Coordinator or designated alternate;
- address any non-compliance issues with their staff, and take appropriate corrective and/or disciplinary action;
- ensure the following Procedures are in place for all worksites on/in City property, and ensure the Procedures are understood by all onsite staff and sub-contractors. Emergency procedure copies will be forwarded by the Contractor to the City's Health & Safety Coordinator.
 - Emergency procedures
 - Emergency Evacuation Plan
 - First Aid
- document Toolbox Meeting and other safety meetings as required during the execution of the work;
- provide copies of the Toolbox and Safety Meetings to the City upon request;
- ensure that a risk assessment is completed on all projects. Documentation verifying the Contractor's staff and sub contractors have completed the necessary safety training for work being performed will be made available to the City upon request;
- supply and ensure all workers wear required PPE, and that such PPE is kept in good condition;
- provide a current and active WCB account number and COR number (if certified); and
- cooperate with the City in all matters relating to health and safety.

2.7 Legal Matters

2.7.1. Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time, it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a Proposal.

All correspondence, documentation, and information provided by City staff to any Proponent in connection with, or arising out of this Request for Information (RFP), or the acceptance of any proposal:

- remains the property of the City;
- must be treated as confidential; and
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Contract.

2.7.2. Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any City employee, Council member, or member of a City agency, board or commission, or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If during the evaluation process or the negotiation of the Agreement, the Proponent is retained by another client, giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment, or will take such steps as are necessary to remove the conflict of interest concerned.

2.7.3. No Lobbying

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 City, including members of the Evaluation Committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

2.7.4. Non-Collusion

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at

any time, the City reserves the right to disqualify the proposal or terminate any ensuing Agreement.

2.7.5. Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are, or may become, applicable to the services provided.

2.7.6. Municipal Freedom of Information and Protection of Privacy Act

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the “Bid Submission”) submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial Law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided to the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties to the Bid Submission, or suppliers, could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the City in making a determination on release, should a request be made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to City Council.

All correspondence, documentation, and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent’s Bid Submission.

2.8 Contract

By submitting a proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the City for the work substantially the same set out in APPENDIX 'A', which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the City, 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. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

2.8.1. Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City 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.

2.8.2. Business License

To perform work in the City, a Proponent must have a current business license from the City of North Battleford. If the Proponent does not currently have a current business licence from the City of North Battleford, they must indicate in the Proposal that they will acquire one prior to the City paying any invoice issued by the Proponent.

2.8.3. Service Provider Agreement

Upon entering into a Contract to provide goods and or services to the City, including construction, every contractor, contractor's sub-contractor, and supplier will sign and submit a Service Provider Agreement as attached to this RFP.

It is the responsibility of the contractor or supplier to have their sub-contractors and/or suppliers sign the agreement and provide it to the City.

2.8.4. Contractor Code of Conduct

Upon entering into a Contract to provide construction services to the City, every contractor will sign and submit the Contractor Code of Conduct as attached to this RFP.

2.8.5. Insurance

Without restricting the generality of indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract, and through any subsequent maintenance period. The Proponent shall provide the City of North Battleford with proof of insurance in the form of a certificate of insurance or, if required by the City, a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the City prior to commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent, until 90 days after written notice by registered mail of such change, or if cancellations have been delivered to the City of North Battleford. Contractors shall provide the City evidence that all sub-contractors performing work on the Project have the same types and amounts of coverages as required herein, or that the sub-contractors are included under the bidder's policy.

There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep or maintain its certificate of insurance current will result in the Contract being terminated.

The Proponent must, without limiting the Proponent's obligations or liabilities, and at the Proponent's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Saskatchewan in forms and amounts acceptable to the City.

The following are the minimum insurance requirements of the City of North Battleford, in Canadian dollars:

1. Commercial General Liability

The policy shall provide coverage for Bodily Injury, Property Damage, and Personal Injury and shall include, but not be limited, to:

- a) a limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000;
- b) the addition of the Corporation of the City of North Battleford as an additional insured with respect to the operations of the Named Insured;
- c) a provision for cross liability and severability of interest in respect of the Named Insured;
- d) non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e) products and completed operations coverage;
- f) broad Form Property Damage;
- g) Contractual Liability;
- h) Owners and Contractors Protective;
- i) provide 30 days' prior notice of cancellation; and
- j) Professional Liability Insurance.

The proponent shall take out and keep in force Professional Liability insurance of \$5,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Saskatchewan and acceptable to the City of North Battleford.

2. Automobile Liability Insurance (*only applicable if an on-site visit is planned*)

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Saskatchewan, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect to the use or operation of vehicles owned, operated, hired, or leased by the contractor.

3. Primary Coverage

The Proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.

4. Certificate of Insurance

The Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days (about one and a half weeks) prior to contract commencement.

SECTION 3 INSTRUCTIONS TO PROPONENTS

3.1 Timetable

The table below outlines the City’s proposed timetable for the RFP.

Task	Date
Release Date for RFP	May 31, 2024
RFP Close Date	2:00 PM Monday, June 17, 2024
RFP Award Date	June 25, 2024

The City reserves the right to modify the above schedule. All changes will be made by addendum.

3.2 Registration

Interested Proponents will receive addendums (if issued) from SaskTenders if registered at SaskTenders.ca. Proponents may be forwarded addendums from the City Clerk’s Department if time permits. It will be the sole responsibility of the Proponent to monitor SaskTenders.ca and the City of North Battleford website (<https://www.cityofnb.ca/our-city-government/tenders-and-bids/>) to ensure no addendums have been uploaded for inclusion in their Proposal.

Contact the City Clerk’s Department to be placed on the bidders list.

City Clerk’s Department
1291 – 101 Street
North Battleford, SK
Email: tenders@cityofnb.ca.

3.3 Inquiries

All inquiries are to be directed to:

City Clerk’s Department
1291 – 101 Street
North Battleford, SK
Email: tenders@cityofnb.ca.

The City Clerk’s Department will record all inquires and forward inquiries to the appropriate people to provide answers. Answers to inquiries will be provided through the City Clerk’s Department. All inquiries and responses may be distributed to all Proponents who acknowledge interest in responding.

Any discrepancies or omissions in the RFP, or questions about the meaning or intent of sections within the RFP, should be brought to the immediate attention of the City Clerk's Department. If an amendment is deemed necessary by the City, an amendment will be issued accordingly.

Any communication not directed through the City Clerk's Department will not be part of the RFP documents and cannot be relied upon by a Proponent when submitting a bid.

If the City Clerk's Department must be contacted by phone, please call City Hall at 306-445-1700 and ask to speak to a person in the City Clerk's Department.

3.4 Opening of Proposals

The City will open Proposals in private.

3.5 Number of Proposals

Proponents may submit multiple Proposals. Each Proposal should be mutually exclusive and submitted separately.

SECTION 4 RESPONSES TO THE RFP

4.1 Proposal Submissions

Submissions are to be made on or before 2:00 PM Monday, June 17, 2024, Saskatchewan time.

Any submissions received after the stated Closing Time will not be accepted.

Proponents may submit a Proposal either by email or in a hard copy, as follows:

4.1.1. Emailed to tenders@cityofnb.ca

Emailed submissions must include:

- the RFP title in the email Subject Line,
- PDF, Microsoft Word, or Microsoft Excel document(s) containing the Proponent's Proposal.

Proponents are encouraged to contact the City Clerk's Department through City Hall at 306-445-1700 to confirm the email has been received prior to the Closing Date and Time.

4.1.2. Delivered to:

Attention: City Clerk's Department
City Hall
1291 – 101 Street
North Battleford, SK
S9A 2Y6

If the Proponent chooses to submit hard copy, the submission must:
be in a sealed opaque envelope labelled with the Proponent's name and RFP title; and
include three official paper copies of the Proponent's Proposal, or one official paper
copy and a USB memory stick including all the PDF, Word, or Excel document(s)
containing the Proponent's Proposal. Proponents are responsible to ensure
submissions are received prior to the Closing Date and Time.

4.2 Proposal Checklist

Proposals should contain the following information:

1. An introduction to the team including:
 - a) Designers
 - b) Engineers
 - c) Fabricators
 - d) Assemblers
2. Plan of Work including:
 - a) Methodology
 - b) Concept development
 - c) Outlining of meetings with the City
 - d) Approval schedule from the City at: 50%, 80%, 100% increments of design
 - e) Schedule
 - f) Costing
3. Examples of Past Projects
4. CVs/Resumés of Team Members
5. References

4.3 Project Specific Scope of Work & Deliverables

Refer to APPENDIX 'A' & APPENDIX 'B' .

4.4 Health & Safety, WSIB

The successful Proponent is required to conform with the Occupational Health and Safety Act related to the performance of the Contract. In addition, the successful Proponent will be required to supply to the City of North Battleford a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status.

4.5 Terms of Payment

The successful Proponent shall be reimbursed per their proposal.

Requirements for invoices are:

- successful Proponent’s invoice number;
- City’s Purchase Order (PO) number;
- Project Title; and
- a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date, and a total of these amounts for each task.

Invoices for this project may be progressed monthly. At the end of each phase, an invoice is to be issued that states, this is the final invoice for Phase “X”.

SECTION 5 EVALUATION OF QUOTES

5.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee.

The evaluation is confidential and will not be published or shared with other Proponents or the public.

5.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate all Proposals to determine which Proposal is the most advantageous for the City. Proposals will be evaluated on the following criteria:

Description	Score (Max Points)	Weight (%)
Proposal Detail	5	20
Methodology and Timelines/ Schedule	5	20
Professional Qualifications and Experience	5	10
Past Performance/References	5	10
Financial Considerations	5	30
Total		100%

Any score with 1 point or less is an automatic disqualification, regardless of the total score.

The Evaluation Committee will not be limited to the criteria above, and may consider other criteria that is deemed relevant during the evaluation process.

5.3 Proposal Detail

Proposal Detail must be sufficient for the Selection Committee to determine if the Proposal meets the minimum requirements of the goods and services to be procured under this RFP.

5.4 Methodology

The method the Proponent proposes to undertake the work will be evaluated to determine if the Proponent has in place processes, procedures, and approvals necessary to undertake the work and outline how much work the City is expected to do.

5.5 Timelines / Schedule

Key points to highlight would include indicating if the Proposal meets the desired/required timelines, if the proposed schedule is realistic. The Evaluation Committee will also determine which of the Proponents' proposed timelines/schedules best meets the City's needs.

5.6 Past Performance

Evaluation of any Proponent will consider previous business relations with the City of North Battleford.

5.7 References

The City has the right to contact references provided by a Proponent at any time during the evaluation process. References may be contacted by phone and/or in writing, and any information received will be used to assist the Evaluation Committee in assessing a Proponent's capacity and capability to provide the Services outlined in this RFP.

5.8 Interview

Proponents may be interviewed prior to the final awarding of the Contract.

5.9 Demonstration

The Demonstration of the Proponent to use equipment (software) will be considered by the Evaluation Committee.

5.10 Points for Costs

Points will be awarded for costs as follows:

$$Points = 5 * \frac{Proposal_{i} Cost - Lowest Proposal Cost}{Proposal_{i} Cost - Lowest Proposal Cost}$$

5.11 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal. The Evaluation Committee may make requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in its evaluation of a Proposal.

SECTION 6 CONTRACT

The Contract will be CCDC 14 or another contract acceptable to the City and the successful Proponent.

APPENDIX 'A' SCOPE OF WORK & DELIVERABLES

1. INTRODUCTION

The City of North Battleford wishes to have a tipi constructed on King Hill. This Request for Proposals (RFP) is to provide the design, manufacturing, assembly, and installation of the tipi on King Hill.

The concept is for a tipi to be constructed to the maximum height possible, out of steel, without a covering, and to reflect, as accurately as possible, the style and design of local Treaty 6 Indigenous tipi construction practices. Attached in APPENDIX 'B' is a concept sketch of the tipi.

2. SCOPE OF WORK

The project is to design, fabricate, assemble, and install a tipi in general conformance with the concept description in APPENDIX 'B' Tipi Design.

The design is to include conceptual design, proposed selection of materials, structural design, selection of finishes, and a selection of lighting implements. Design does not include the design of a foundation.

The fabrication is to include the assembly of materials, shaping, forming, cutting, welding, cleaning, finishing, etc. in order to have a tipi ready for assembly onsite.

Assembly and installation is to include all work necessary to install the fabricated tipi on the prepared foundation, installation of lighting, necessary finishing work, and general clean-up.

3. Budget and Size of Tipi

The City has a limited budget for this project. Based on the City's research, the allocated budget will allow for a tipi to be constructed between 60 feet and 120 feet high. The height of the tipi will affect where the tipi is located on the site, as visibility from Highway #4 is a major consideration, as is how the public can easily access the tipi.

The City has flown the area with a drone and has developed a 3D picture of the King Hill area. Our analysis has shown that a tipi 60 ft high is barely visible above the terrain. 90 ft high is visible but does not really stand out. 120 ft high is very visible but higher would be more visible. The picture on the front cover and in Section 1.1 are from this analysis and show a 120 ft high tipi. The 3D terrain model will be made available to the successful Proponent.

4. GENERAL APPROACH

Project is proposed to be divided into **multiple phases**.

4.1. Phase 1

This phase is to come up with the initial concept design and a preliminary cost estimate. The concept design will be taken to an Elders consultation group for comment and may require some changes with respect to the cultural component of this project.

Deliverables for Phase 1 are:

- Concept sketches adequate for communicating the proposed design to the public upon approval from the Elders consultation group.
- One (1) open house session to be organized and chaired by the City, but at which the designers shall be in attendance.
- Preliminary cost estimates sufficient for making a “go” or “no-go” decision.

At the end of Phase 1, the City will make a go / no-go decision.

At this time, there are four potential outcomes envisioned:

- Move forward to Phase 2.
- Defer the project until more fundraising can be done.
- Request the design be altered to meet budget requirements.
- Cancel the project.

4.2. Phase 2

This phase is to complete the detailed design and preconstruction cost estimate.

Deliverables in Phase 2 are:

- Detailed design drawings
- Shop drawings
- Selection of lighting
- Finishing schedule
- Coordination with foundation design
- Coordination with power supply
- Coordination with site layout and construction layout
- Installation and assembly plan

The following work is not part of the Contractor’s work for Phase 2, but will be undertaken by the City using its own workforce or contractors:

- Site Preparation design
- Site specific geotechnical investigation
- Foundation design
- Request for power installation

At the end of Phase 2, the City will make a go / no-go decision.

At this time there are four potential outcomes envisioned:

- Move forward to Phase 3.
- Defer the project until more fundraising can be done.
- Request the design be altered to meet budget requirements.
- Cancel the project.

4.3. Phase 3

This phase is to complete the fabrication of the tipi. Deliverables for Phase 3 are:

- All tipi components for the tipi are completed and ready for installation.
- Lighting for the tipi has been delivered.
- The following work is not part of the Contractor's work for Phase 3, but will be undertaken by the City using its own workforce or contractors:
 - Site Preparation
 - Foundation Construction
 - Power installation

4.4. Phase 4

This phase is to install the tipi. Deliverables for Phase 4 are:

- Installation of the Tipi.
- Installation of lighting.
- Hooking up power.
- Finishing work.

The following work is not part of the Contractor's work for Phase 4, but will be undertaken by the City using its own workforce or contractors:

- Site cleanup
- Landscaping

4.5. Phase 5

The Contractor has no assigned work for this Phase. This Phase is the community outreach celebrating the completion of the project and will be undertaken by the City. The Contractor will be invited to attend and participate, but it is not part of the work.

APPENDIX 'B' Tipi Design

1. General Guidance on Building a Tipi

A traditional tipi is an asymmetric conical structure on an egg-shaped plan. When constructing a tipi out of wood poles tied with cord at the junction point, this creates an efficient floor plan that maximizes the protection from the weather and creates an ante chamber space at the door. The door of the tipi must be south-facing and its design should reflect this.

The proposed structure is intended to be a monument and a place for people to gather. This structure:

- is not intended to provide shelter from the elements;
- intended to be much larger than a traditional tipi;
- intended to be as high as practical, while maintaining the overall appearance of a tipi; and
- is to be a permanent structure.

The proposed tipi structure will require the use of non-traditional tipi construction materials and methods which is understood by the Indigenous Elders consultation group.

Constructing a structure out of modern building materials and using efficient design, fabrication, and construction techniques precludes building the structure with an asymmetric conical structure on an egg-shaped plan. Therefore, the plan for the structure is based on a symmetric truncated conical structure with a circular plan. To construct a taller tipi it is also more effective to have the poles more vertical than found on a traditional tipi. Traditional tipis have a pole angle of approximately 60 degrees to the ground (or less). The City suggests a pole angle of 67.5 degrees, although the City is supportive of flatter angles. The City has examined steeper pole angles, but found the overall form of the tipi to be less aesthetically pleasing.

2. Specific Guidance on Building a Tipi

2.1. Orientation

A tipi is to be constructed aligned with the four cardinal points of the compass. South is determined by the sun at the high point in its daily course. Therefore, the compass is to true north and not magnetic north.

The four cardinal points of the compass represent the following:

East Sun

South Thunder (Water)

West Air (Wind)

North

2.2. Tipi Pole Setup Sequence.

The tipi is to have 14 poles and are to be placed in the following order:

Pole 1 East Pole

Pole 2 South Pole

Pole 3 West Pole

Pole 4 North Pole.

Pole 2 is now moved to its final position east of true south the east to create the opening for the door.

Pole 5 is placed equidistance from the north – south line from Pole 2

Pole 6 is placed south of Pole 1,

Pole 7 is placed south of Pole 6, note the spacing between Pole 1 & Pole 6, Pole 6 & Pole 7 and Pole 7 & Pole 2 is equal.

Pole 8 is placed west of Pole 5

Pole 9 is placed west of Pole 8, note the spacing between Pole 5 & Pole 8, Pole 8 & Pole 9 and Pole 9 & Pole 3 is equal.

Pole 10 is placed north of Pole 3,

Pole 11 is placed north of Pole 10, , note the spacing between Pole 3 & Pole 10, Pole 10 & Pole 11 and Pole 11 & Pole 4 is equal.

Pole 12 is placed east of Pole 4,

Pole 13 is placed east of Pole 12,

Pole 14 is placed east of Pole 13, note the spacing between Pole 4 & Pole 12, Pole 12 & Pole 13, Pole 13 & Pole 14, and Pole 14 and Pole 1 is equal.

To meet the above requirements, it is impossible to have poles placed at equidistant spacing. Between Poles 3 & 4, the angle between poles is to be 30 degrees. Between Poles 4 & 1, the angle between poles is to be 22.5 degrees. Between Poles 1 & 3, the poles can be spaced equidistant at 25.714 degrees, but there is no need to keep the door spacing the same. In fact, the Saamis Tipi in Medicine Hat uses a much larger door opening and different pole type to create a feel that the tipi has a door site.

As such, the following is suggested:

	Door Angle	Angle between poles on either side of door
Option 1	25.714	25.714
Option 2	30	25
Option 3	33	24.5
Option 4	36	24
Option 5	39	23.5
Option 6	42	23
Option 7	45	22.5

Option 1 is not recommended as it does not use nice round angles and will have issues with having more work needed to show a door.

Option 2 has the advantage of the door angle, matching the angle between poles 3 & 4 although the door angle is small making it more difficult to designate a door.

Option 7 has the advantage of the pole angles on either side of the door matching the angle between poles 4 & 1.

Options 4 through 7 appear to be the most desirable.

3. Overall Design

The overall design concept is to meet the objective of a constructing a structure that appears as a tipi. To do it efficiently, the tipi will consist of a lower structure and a crown structure.

4. Stages of Construction

The structure of the tipi is proposed to be constructed in five stages:

- Site preparation and dirt work
- Foundation
- Lower poles and top connecting structure
- Top crown
- Lighting
- Landscaping

4.1. Site Preparation and Dirt Work

The City will undertake the design, engineering, and construction of this component.

4.2. Foundation

The City has an older geotechnical report of the King Hill area that is attached to this RFP. The City will have a site specific geotechnical report prepared once the size and the exact location of the tipi has been determined. It is assumed that the foundation of the tipi will be a concrete pile foundation, however during the design phase screw piles, mass foundation blocks, etc. foundations can be examined. Proponents are not required to include pricing of the foundation in their proposal as at this time it is a large unknown.

4.3. Lower Structure

It is envisioned that the lower structure will be assembled on site and in place, and will consist of poles, bracing, and a top connecting structure on which all the poles will sit. This top connecting structure is also envisioned to have attachment points for lighting and the top crown structure.

a. Poles

It is critical that there are 14 poles aligned as per the pole placement as outlined section 2 of this appendix. Twelve (12) of the poles should be the same as to the cross section. The two door poles can be same as the other 12 poles, but this is not necessary. Different door poles would accentuate the door opening. All poles below the intersection point should be the same length.

Poles are not required to be uniform in diameter. Poles in the upper crown should have a smaller diameter than the main poles. Poles can have a cross section that is circular, oval, octagonal, hexagonal, star shape, or others. Square cross sections are not recommended. Poles are to be a shape that will be resistant to climbing.

b. Top Connecting Structure

The top connecting structure is where all the lower poles attach. There is no specified requirements related to the design of this structure, other than it must be structurally adequate for the purpose. Something to consider for this structure is that it could be a major visual component. The designer can either make it more conspicuous or try to minimize it.

c. Bracing

Traditional tipis do not rely on bracing. It is believed that this is mostly due to the limited size and temporary nature of the traditional tipi. However, as tipis are a covered structure it is acceptable to install bracing that extenuates the feeling of a tipi. It is noted that this was done on the Saamis Tipi in Medicine Hat.

It is also worthwhile noting that traditional tipis often had a interior ropes hung at approximately half the tipi height for the purpose of hanging coverings to reduce the interior volume, likely to provide for less heat loss, and for extra protection from the elements in a portion of the interior. Bracing which conveys this idea would be allowed.

4.4. Top Crown

The top crown structure is envisioned as a single piece potentially assembled on the ground and lifted and placed on the top of the lower structure. Its purpose is to convey the top part of the tipi above where the poles have been joined together.

It is required that there are 14 poles that form the crown of the tipi. The diameter of these poles should be less than the lower poles to convey an idea that the poles taper. These poles should be approximately in line with the lower poles to provide a feeling there is continuity from the lower poles. All poles of the crown should be a different length, as in a traditional tipi, all poles are a different length.

4.5. Lighting

The tipi is to be lit in such a way that it is very visible at night. It is not necessary to light the ground at the base of the tipi. Lighting could be mounted on the ground and shine upwards onto the tipi, or lighting could be mounted on the tipi. Care needs to be taken in the design and location of lighting to help make it vandalism resistant.

The City's current plan is to bring power to the site from existing SaskPower lines. The City is not opposed to powering the lighting with solar or wind power, as long as it can be integrated aesthetically into the tipi.

4.6. Landscaping

Landscaping will be undertaken by the City.

APPENDIX 'C' Proposal Submission Form

REQUEST FOR PROPOSAL No. RFP#: CNB-EPAI-2024-05-22

PROJECT: Tawâw Point Tipi at King Hill

CLOSING: 2:00 PM Monday, June 17, 2024

I/WE hereby submit my/our proposal for the provision of the services as described within the request for information document for the above, named project.

I/WE have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

I/WE agree, if selected, to provide those goods and/or services to the City in accordance with the terms, conditions and specifications/terms of reference contained in the Proposal Document and in our submission.

I/WE agree that we are in receipt of addendum _____ to _____ inclusive, and the Proposal Price includes provisions set out in such addendum.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this proposal.

THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY ACCEPTED AND THE CITY RESERVES THE RIGHT TO AWARD ANY PORTION THEREOF

Proponent's Legal Name _____

Street Address _____ City _____ Postal Code _____

Print Name of Person Signing for Company _____

Print Title of Person Signing for Company _____

Email address _____ Phone No. _____ Fax No. _____

Signed at _____ this day of _____, 2024.

Signature of Person Signing for Company _____

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER

APPENDIX 'D' Declaration of Disclosure

To: CITY OF NORTH BATTLEFORD

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Request for Information or in the Contract.

I/WE FURTHER DECLARE that this Request for Information is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no City employee, or member of Council (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the RFP are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the RFP, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this RFP is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the City may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date : _____

APPENDIX 'E' Service Provider Agreement

Whereas the City of North Battleford desires to hire only safety-conscious and reliable companies with a firm commitment to employ competent persons, supervisors and workers to perform work for the City of North Battleford in compliance with good industry practices and applicable legislation; and the City of North Battleford requires close coordination of all parties performing work for the City of North Battleford to reduce the likelihood of loss to all workers, equipment and plant facilities; the City of North Battleford will appoint a contract administrator for all contractual agreements with Service Providers.

(Company Name) _____ (henceforth referred to as the “Service Provider”) firmly commits to workplace safety and will adhere to all and any related requirements of the City of North Battleford when performing work for the City of North Battleford:

1. Compliance with Legislation

The Service Provider shall perform all work undertaken for the City of North Battleford in compliance with all laws, regulations, standards and City of North Battleford requirements.

2. Orientation

The Service Provider shall ensure that all their employees receive site orientation and the Service Provider’s area and job specific orientation prior to commencing work on the site.

3. Competent Supervisors and Workers

The Service Provider shall ensure that it only utilizes qualified and competent supervisors and workers on any work performed for the City of North Battleford. “Competent worker includes a worker who is being trained to perform a particular task or duty and who is under close and competent supervision during that training. The Service Provider agrees to keep on file and provide documentation to the City of North Battleford, upon request, records of training pertaining to supervisory duties, trade tickets or certification, job specific training, WHMIS, TDG, orientations, etc. occurring before and during the project which might pertain to completing City of North Battleford work in a healthy and safe manner.

4. Housekeeping

The Service Provider agrees to keep its work areas clean at all times and to prevent the accumulation of waste materials and rubbish. The Service Provider agrees to perform a thorough clean up at the completion of the work and remove all equipment, surplus materials and tools from the site. If this is not done in a timely and acceptable fashion, the City of North Battleford reserves the right to remove such rubbish and other items and back-charge the cost of the same to the Service Provider.

5. Inspection of Equipment

The Service Provider agrees to inspect all tools and equipment brought onto the site and provide documented proof of same to the City of North Battleford upon request. Copies of certification for specialized equipment (cranes, man baskets, etc.) shall be provided to the City of North Battleford before such equipment is brought onto the site.

6. Tools and Equipment

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the work. The City of North Battleford reserves the right to inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the work adequately and safely. This in no way alleviates the Service Provider's responsibilities with regards to its own tools and equipment.

7. Hazard Assessment

The Service Provider agrees to conduct and document a thorough hazard assessment of the work and submit the same to the City of North Battleford no later than 7 days prior to the commencing of work. The City of North Battleford reserves the right to insist on upgrading hazard control measures and/or altering procedures to reduce the potential for injury or loss. The Service Provider also agrees to conduct and document smaller hazard assessments during the project prior to starting any hazardous tasks. For short duration work (less than 3 days) the Service Provider shall complete a hazard assessment at the beginning of each shift.

8. Contractor Safety Program

The Service Provider agrees to adhere to its own and the City of North Battleford Safety program. Where inconsistency exists or arises, the higher standard deemed by the City of North Battleford shall be followed.

9. Reporting Requirements

The Service Provider agrees to provide copies to the City of North Battleford as soon as is reasonably possible on all required reporting mandated by legislation (i.e., dangerous occurrence, high risk asbestos work, hospitalization of injured worker, etc.)

10. Worksite Inspections

The Service Provider agrees to conduct weekly inspections of their work areas and have copies available to the City of North Battleford upon request.

11. Incident Investigations

The Service Provider agrees to investigate all first aids, medical aids, lost time and near misses and submit written investigation reports to the City of North Battleford within 24 hours of the occurrence. All lost time injuries and dangerous occurrences shall be reported immediately to the City of North Battleford on a verbal basis prior to submission of a written report.

12. Toolbox Safety Meetings

The Service Provider agrees to conduct weekly safety meetings (15-30 minutes) and have copies of the meeting minutes and attendance forwarded to the City of North Battleford. If requested, the Service Provider agrees to designate an individual to participate in a joint worksite Occupational Health and Safety Committee if and when one exists.

13. Personal Protective Equipment

The Service Provider agrees to supply and have available at the worksite all basic and specialized protective equipment that may be required to safely perform the work. The Service

Provider shall ensure that all workers required to use personal protective equipment are trained in its care, use, maintenance and limitations.

14. Critical Work

The Service Provider will provide and follow a permit system when performing any hazardous critical task (e.g., excavating, confined space entry, hot work, work near high voltage lines, pressure testing, critical lifts, etc.)

15. Controlled Products

The Service Provider agrees to have SDS sheets on site for all controlled products used on site. The service Provider will provide copies of the MSDS sheets to the City of North Battleford upon request.

16. Records and Statistics

The Service Provider agrees to compile and submit to the City of North Battleford monthly statistical reports of all incidents including lost time injury frequencies and severity rates.

17. WCB Information

All City of North Battleford Service Providers must be registered with the WCB. If so requested by the City of North Battleford, the Service Provider agrees to submit a copy of their WCB Statement of Injury Costs Supplement for the current and previous two years.

18. Audits

The Service Provider agrees to succumb to periodic safety audits conducted by the City of North Battleford. In so doing, the Service Provider shall make all of its safety documentation records available for review along with making available for short interviews the required number of supervisors and workers. The Service Provider agrees to proactively work to continuously improve its safety program per the recommendations of the City of North Battleford auditors.

19. Subcontractors

The Service Provider shall make all subcontractors aware of the provisions of this agreement and ensure that all their subcontractors and agents abide by the provisions herein.

20. Stopping Work

The City of North Battleford reserves the right to stop the performance of any City of North Battleford work at any time that it feels, in its sole opinion, that the work or the manner in which work is performed is creating unacceptable risk to any parties on the City of North Battleford worksites. The City of North Battleford reserves the right to terminate any contract with any Service Provider for poor safety performance or failure to adhere to any of the provisions of this agreement. The City of North Battleford shall not be liable for any loss (financial or otherwise) incurred by the Service Provider for work performed up to and including the date of termination and reserves the right to let the remainder of the contract to another suitable party.

21. Enforcement Policy

The Service Provider will be responsible to enforce the disciplinary policies outlined in their safety Program or Operating Procedures and will make copies available of such to the City of

North Battleford upon request. The City of North Battleford reserves the right to have any of the Service Provider’s employees or agents removed and/or banned from any City of North Battleford site for blatant disregard of site rules or safety requirements.

22. First Aid

The Service Provider agrees to ensure that all of its employees and agents immediately report all first aids and other injuries. First aid records will be maintained by the Service Provider for the duration of the project and kept on file for a period of at least 5 years following the completion of the project. The City of North Battleford may request copies of all or part of the first aid records during the project or during the filing period of 5 years.

23. Additional Terms

The Service Provider agrees to adhere to any additional safety requirements stipulated by the City of North Battleford which may arise due to unforeseeable circumstances which might result in unacceptable risk to workers, equipment or facilities (e.g., act of God, extreme inclement weather conditions, etc.)

The Service Provider acknowledges and agrees to abide by the terms and conditions of this agreement.

Executed this _____ day of _____, _____ on behalf of

(Service Provider Company Name)

(City of North Battleford Representative)

(Company’s Address)

(Print Name and Position)

(Company’s Address 2)

- Acting Contract Administrator
- Annual Pre- Qualification

(Company’s Phone number)

(City of North Battleford Witness Signature)

(Service Provider Representative)

(City of North Battleford Witness Name & Position)

(Print Name and Position)

APPENDIX 'F' Contractor Code of Conduct

1. RATIONALE

The City of North Battleford is dedicated to upholding the highest ethical standards across all its endeavors. It is in the City's expectations that all employees comply with applicable laws and demonstrate responsible, ethical, and integral behavior in their service to the community. Similar expectations are extended to Contractors.

The Contractor's Code of Conduct outlines the principles and standards that the City's Contractors are required to follow and uphold in their business dealings within the municipality.

2. SCOPE

This Code applies to all Contractors, Sub-contractors, vendors, and suppliers, that have entered into an agreement to provide goods and services to the City, including each of their employees, representatives, subsidiaries, and affiliates.

It is the responsibility of the Contractors, for themselves and on behalf of such employees, representatives, subsidiaries, and affiliates to ensure compliance with this Code.

3. WORKPLACE BEHAVIOR

The City and Contractors jointly share the responsibility for creating a safe, productive, and healthy work environment where everyone is treated with dignity and respect. The City is dedicated to always maintaining a workplace free from harassment, in accordance with the Harassment Policy, Human Rights Code, and similar legislation.

Contractors are mandated to engage with colleagues, City employees, the public and customers in a manner that is both professional and courteous. Any behavior that will undermine work relationships or contribute to a negative work environment will not be tolerated.

Contractors are expected to always communicate in a respectful and professional manner, refraining from language that may offend or create a hostile environment. The use of inappropriate language, including profanity or derogatory remarks, is prohibited in the workplace.

No potentially inappropriate, offensive, or discriminatory photographs, articles, magazines, or other materials shall be permitted at the place of Work.

4. FITNESS FOR WORK

All workers must be fit for work at all times.

The City retains the right to request that individuals leave the Place of The Work, if they are unfit for any reason including, without limitation, inebriation, under the influence of illegal drugs, injury, fatigue, rudeness, or any other reason that may affect the quality of the work or which represent a breach of these rules.

5. STANDARDS OF DRESS

All workers must in suitable clean clothing, wear shirts and long pants, and display an appropriate standard of personal hygiene.

Where required by the City, all workers shall have an identity badge that clearly indicates the company's name, the individual's name, and has an identity photograph on it, and is to be worn whenever at the Place of the Work.

6. ALCOHOL AND DRUGS

No alcoholic beverages or illegal drugs shall be brought, used, distributed, sold, or consumed at the Place of the Work.

The legal use of prescribed medication is permitted only if it does not affect an individual's capability to perform the essential function of their job effectively and in a safe manner that does not endanger other individuals in the Place of the Work.

The City retains the right to request that individuals leave the Place of The Work, if they are found in possession of alcoholic beverages or illegal substances, whether opened or unopened.

In the event of possession of illegal drugs or other illegal substances, the City reserves the right to report the matter to law enforcement authorities.

7. SMOKING

Smoking, including the use of electronic cigarettes or vapor products, shall be in designated areas and shall only occur outdoors.

8. MEDIA INQUIRIES, COMMENTS OR COMPLAINTS

The Contractor should refrain from responding to formal inquiries, media or social media comments, or complaints from third parties concerning the Work, unless it falls within the scope of their designated responsibilities.

The Contractor should direct any inquiries, comments, or complaints to the City for appropriate coordination and response.

9. THEFT

Workers who steal from the Place of the Work or the City shall be immediately ejected from the Place of the Work.

The Contractor is responsible for all such thefts irrespective of whether the worker is an employee of the Contractor, a Subcontractor, or Supplier.

10. CONSTRUCTION HOURS

Construction access hours shall be consistent with any regulations in effect in the municipality where the Place of Work is located.

Any necessity to work beyond standard construction access hours must be approved by the City in writing.

11. ROADWAYS

All speed limits and other traffic rules must be obeyed and access to roadways should not be impeded. Temporary fencing and signage installation shall be put in place when necessary. Parking shall be in designated areas only.

Proactive measures should be taken to mitigate any temporary blockages caused by equipment or materials, ensuring that emergency access routes always remain clear.

12. NOISE

Noise levels should be kept to a minimum at all times. Equipment that generates noise should be adequately dampened, silenced, and soundproofed.

Radio and cell phone volume shall be at the minimum volume which is consistent with the ability to operate the device.

13. ANIMALS

No dogs or other animals are permitted at the Place of Work without the written consent of the City.

14. CLEANLINESS

The Place of Work must be maintained for an orderly appearance on a daily basis.

Trash and construction debris shall be contained at all times and removed from the Place of the Work weekly and from areas used by the City daily.

15. STORAGE

Storage shall be in designated storage areas only.

16. SECURITY

The Contractor shall be responsible for ensuring the security of the Place of the Work during access and for ensuring that locks are effective and secure. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

17. ENVIRONMENTAL PROTECTION

The Contractor shall be responsible for providing goods and services that mitigate their impact on the environment. Essential environmental considerations include reduction of greenhouse gas emissions, improved energy efficiency, use of renewable resources, waste minimization, reduction of plastics and packaging and reduction of hazardous waste.

18. COMPLIANCE WITH LAWS

The Contractor is obligated to ensure that their business operations adhere strictly to the relevant laws, rules, and regulations of the jurisdiction of the Place of the Work.

19. ANTI-BRIBERY AND ANTI-CORRUPTION

The Contractor is required to adhere to all relevant laws and regulations relating to corruption, bribery, fraud, or other prohibited business practices.

Under no circumstances is it permissible for a Contractor to offer a bribe, kickback or unlawful payment or benefit to obtain concessions, contracts, or other favorable treatment.

20. CONFLICTS OF INTEREST

The Contractor must exercise reasonable care and diligence to prevent actions or circumstances that may lead to a conflict of interest or create a perception of such.

Contractors must refrain from seeking undue advantage or preferential treatment as a result of a conflict of interest.

Contractors are obligated to disclose to the City any actual, apparent or potential conflict of interest in a timely manner as they arise.

21. GIFTS AND ENTERTAINMENT

Gifts and entertainment should not be utilized by Contractors to secure improper advantage or preferential treatment.

Contractors are prohibited from offering or providing City employees with gifts, hospitality or other benefits that may have an actual, apparent or potential influence their impartiality in carrying out their official duties or that may place them under obligation to the Contractor.

22. CONFIDENTIAL INFORMATION

In the event that a Contractor obtains confidential information from the City during their interactions, the Contractor is obligated to use such information solely for the purposes specified by the City and handle it with due care.

Contractors are to implement policies and procedures ensuring the appropriate utilization and management of such confidential information, in compliance with relevant legal and regulatory requirements to prevent inappropriate access to and disclosure of such confidential information.

Contractors are required to inform the City promptly of any actual or suspected breaches of privacy or security, or incidents involving the unauthorized disclosure or loss of such information.

23. RESPONSIBLE TREATMENT OF INDIVIDUALS

Contractors are obligated to foster workplaces that uphold respect for the dignity of every individual. This includes respecting the diversity of their employees and others they engage with, including acknowledging differences in gender, race, color, age, disability, sexual orientation, ethnic origin, religion, and any other characteristic protected by applicable laws.

24. EMPLOYMENT PRACTICES

Contractors must abide by applicable employment standards, labor, non-discrimination regulations, and human rights legislation. Even in cases where laws may not explicitly prohibit discrimination, Contractors are expected to be committed principles of non-discrimination. Within the Place of the Work, Contractors must ensure the following:

Forced or compulsory labor, as well as child labor, are not used.

Employees are afforded the freedom to raise concerns without the threat of retaliation.

Mandatory security screenings of personnel have been conducted as required.

Employment standards meet or exceed legal and regulatory requirements.

25. ENFORCEMENT POLICY

The Contractor is required to confirm that they have thoroughly read and comprehend this Code as a condition of entering into an agreement with the City in provision of goods and services.

The Contractor must monitor each subcontract agreement under their purview and must ensure that it complies with this Code.

Conduct that is illegal, dishonest, or unethical constitutes a breach of this Code, whether or not the conduct is specifically addressed in this Code.

The Contractor is responsible for reporting any known or suspected violations of any applicable laws and/or any non-compliance with this Code to the City in a timely manner. Contractors must not permit retribution or retaliation against an individual who, in good faith, seeks advice or reports such a known or suspected violation.

The City reserves the right and may be obligated to report breaches of this Code to regulators and/or law enforcement authorities.

The Contract Agreement for the provision of goods and services may include clauses pertaining to specific topics outlined in this Code. In the event of any discrepancies or conflicts between the provisions of the Contract Agreement and those of this Code, the terms outlined in the Code of Conduct shall prevail.

26. ACKNOWLEDGEMENT

The Contractor acknowledges and agrees to abide by the terms and conditions of this Code of Conduct.

Executed this ____ day of _____, 20__ on behalf of:

(Contractor's Name)

(Contractor's Address)

(Contractor's Address 2)

(Contractor's Phone Number)

(Contractor's Representative – Signature)

(Contractor's Representative Name and Position – Please Print)

(City of North Battleford Representative - Signature)

(City of North Battleford Representative – Name and Position – Please Print)

(City of North Battleford Witness - Signature)

(City of North Battleford Witness – Name and Position)