



Kamloops Airport

Request for Proposals

Design, Tender, Construction Management, and Inspection Services

Site Civil Works

Issue date: November 25, 2022

Contact Person:	Closing Time and Location:	
<p>All enquiries related to this Request for Proposal are to be directed, in writing, to the following person. Information obtained from any other source should not be relied upon. Responses will be recorded and distributed to all Proponents, at the Owner's option</p> <p>Ed Ratuski, Managing Director Kamloops Airport Ltd. 101-3035 Airport Road Kamloops, BC, V2B 7X1 Email: operations@kamloopsairport.com</p>	<p>Proposals shall not be sent by e-mail. Proposals and their envelopes shall be clearly marked with the name and address of the Proponent and the full project name shown above.</p> <p>There will be no public opening of the Proposals received. Proposals will be opened privately by KAL and/or its representatives after the Closing Time specified below. KAL reserves the right to make public announcements of the results.</p> <p>One signed original, two complete copies, and one electronic copy each Proposal should be received no later than 1500 hrs, January 13, 2023 at the following location:</p>	
	<p>MAIL ONLY Kamloops Airport Ltd. 101-3035 Airport Road Kamloops, BC, V2B 7X1 Attn: Ed Ratuski Managing Director</p>	<p>COURIER/BY HAND Kamloops Airport Ltd. 101-3035 Airport Road Kamloops, BC, V2B 7X1 Attn: Ed Ratuski Managing Director</p>

Proponents Meeting

A Proponent's meeting will be held at: Kamloops Airport, 3035 Airport Road (East Boardroom)
December 7, 2022 at 11:00 am

Receipt Confirmation Form

The Owner requests that each Proponent immediately fill out and return the attached Receipt Confirmation Form. The information on the Receipt Confirmation Form may be used for communication of subsequent information regarding this Request for Proposals, including changes made to this Request for Proposals.

1. Purpose of the RFP

This RFP is being issued by the Kamloops Airport Ltd. (KAL) on behalf of Kamloops Airport Authority Society (KAAS), the “Owner”, to invite Proponents to submit a written proposal confirming their interest to participate in the project and demonstrate their capability, experience, expertise, capacity and commitment to provide design, tender, contract management and inspection services for the Kamloops Airport Site Civil Works Expansion.

From the proposals received prior and up to Closing Time, KAL intends to select the Consultant. Parties interested in submitting a proposal must submit their proposal in accordance with the requirements of this RFP on or before Closing Time.

2. Project Overview

2.1 Kamloops Airport Site Civil Works

With the renewed interest in development of Airport Lands for both light industrial and commercial use, there is a need for the Owner to focus on expansion of the existing water, sewer, and road infrastructure to ensure it is sufficient to support progressive development of airport lands. The project involves the material improvements to the Airport’s water supply, , sanitary sewer, roadway and street lighting network.

The Owner is looking to secure the design, tender, construction management and inspection services for the phased expansion of civil works to support commercial and light industrial development. With maintainability and network redundancy in mind, the Consultant will be charged with providing the Owner with a creative solution to progressively maximize the existing water, sewer and road network and recommend the most economical approach to servicing individual land parcels. The Consultant will ensure that all municipal, provincial, and federal guidelines and regulations with respect to the works are considered and met as required. Additionally, the Consultant will coordinate with the city of Kamloops, utility providers (gas, hydro, telecom) to ensure those services are available. The Consultant should also bring its expertise with respect to securing provincial and federal grants available for these types of works.

The Consultant will also be responsible for management of the tender and construction process for the agreed solution as well as inspection of works to ensure contracted conditions are met.

2.2 Project Schedule

The design effort is to be completed before March 1, 2023, in order to achieve completion of the time sensitive civil works by July 31, 2023. Wherever possible, the Owner will expect the Consultant and subsequent contractor(s) to make every effort to improve this schedule.

PART A - Definitions and Interpretation

A-1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Closing Time" means the date and time specified on page 1 for receipt by Owner of Proposals from Proponents in response to this Request for Proposals.
- b) "Consultant" refers to the successful proponent under the proposed Professional Services Agreement.
- c) "Instructions to Proponents" means the instructions to Proponents set out in Part D of this Request for Proposals and includes all other instructions and requirements set out in this Request for Proposals.
- d) "Owner" means the Kamloops Airport Authority Society (KAAS)
- e) "Project" means the Airport Site Civil Works.
- f) "Proponent" means any person that submits a Proposal in response to this Request for Proposals.
- g) "Proposal" refers to a Proposal Form submitted by a Proponent as its bid.
- h) "Proposal Form" refers to the blank Proposal Form supplied as part of this Request for Proposals.
- i) "Request for Proposals" refers to this Request for Proposals including:
 - All schedules and attachments
 - Any addenda issued by the Owner
- j) "Professional Services Agreement" refers to the Professional Services Agreement in Clause C-2 of this Request for Proposals. The latest revisions of the Owner's standard forms listed in Attachment D is available for review or pickup by the Proponent by contacting the Contact Person identified on page 1 of the RFP. It is the Proponent's responsibility to obtain and review the latest revisions.
- k) "Work" means the Work as defined in the Professional Services Agreement.

A-2. Interpretation

- a) Any departure in a Proponent's Proposal from the Proposal Form will not be part of the Professional Services Agreement unless explicitly accepted and adopted in writing by the Owner.
- b) The headings appearing in this Request for Proposals are used for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions.
- c) Unless the context otherwise requires or otherwise indicated, references to a party or person include a partnership, firm, joint venture, trust, trust beneficiary, individual and any entity or body corporate or politic.
- d) All references to money or monetary amounts refer to Canadian Dollars unless otherwise clearly and conspicuously noted.

PART B - ADMINISTRATION OF THE PROCESS

B-1. Late Proposals

The Owner reserves the right to reject any Proposals received after the Closing Time.

B-2. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the Closing Time. Upon Closing Time, all Proposals become

irrevocable for the period specified in the Proposal Form. The Proponent will not change the working of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Owner for purposes of clarification.

B-3. Proponent Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for any subsequent negotiations and dealings with the Owner.

B-4. Eligibility – Conflict or Advantage

The Owner reserves the right to reject any Proposal if the Owner determines that current or past corporate or other interests or involvement of a Proponent or persons associated with a Proponent might give rise to a conflict or advantage or perceived or potential conflict or advantage in connection with this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals or related work, design or specifications. If a Proponent is in doubt as to whether there might be a conflict or advantage or perceived or potential conflict or advantage, the Proponent should consult with the Contact Person identified on page 1 prior to submitting a Proposal. The Owner also reserves the right to accept any Proposal despite any such conflict or advantage or perceived or potential conflict or advantage.

B-5. The Owner is not obligated to award to any Proponent

PART C - THE OWNER'S REQUIREMENT

C-1. Professional Services

- a) The Owner requires Design Services in connection with the Project. The scope of the Professional Services is as set out in Appendix 2.
- b) By submission of a Proposal, the Proponent agrees that should its Proposal be selected by the Owner then the Proponent will enter in the Professional Services Agreement with the Owner on the basis of the Professional Services Agreement, completed in accordance with Clause 3 of the Proposal Form.

C-2. Possible Professional Services with the Consultant

- a) The Owner intends that, subject to the mutual approval of the Owner and the Consultant, the Owner will enter into a Professional Services Agreement for the Work with the Consultant as soon as the Proposal is selected. This however does not make any commitment to enter into the Professional Services Agreement with the Consultant.
- b) If the Owner and the Consultant mutually agree to proceed with the Work, then the Professional Services Agreement will be on the terms and conditions set out and described in Schedule A of the Professional Services Agreement.

C-3. Information and materials supplied by the Owner

- a) The following information and materials will be supplied by the Owner upon request:
 - Existing civil, electrical and utilities drawings and data
 - Existing studies and condition assessment of civil infrastructure.

The above information and materials have been derived from various sources. The Owner does not warrant information obtained from others or supplied by others. It is the Consultant's responsibility to confirm all details, including soil conditions, and conduct relevant investigations as required to verify accuracy of information provided.

PART D - INSTRUCTIONS TO PROPONENTS

D-1. Proposal Form

- a) Proposals should adhere to the Proposal Form, unaltered, and provide everything called for in the Proposal Form.
- b) The Proposal Form should be completed and signed by the Proponent in the manner as described therein.
- c) Additional pages to supplement the Proposal may be included. Other materials in support the Proposal may be included.
- d) Two complete copies and one electronic copy of each Proposal should be provided.
- e) Proposals are not to be sent by facsimile or e-mail. Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the full project name shown on page 1.

PART E - EVALUATION AND CONDITIONS OF THE PROCESS

E-1. Criteria and Methodology

- a) The lowest or any Proposal will not necessarily be accepted.
- b) For the purpose of evaluation of Proposals and selection of the Proponent if any to whom the Professional Agreement will be awarded, the Owner will not be limited to consideration only of financial criteria. The Owner may accept or reject any alternative solutions or alternative Proposals. The criteria to be applied by the Owner may include:
 - i. ongoing operation and maintenance costs, contract administration costs, impact on other operations, and disruptions;
 - ii. conformity of the Proposal to requirements set forth in the Instructions to Proponents;
 - iii. experience and proficiency of the Proponent's design team, managers and other personnel in carrying out projects similar to the Project, and past dealings of the Owner and the Owner's employees and consultants with such managers and personnel; Proponents should include a company profile including a brief history, size of firm, who the "Design Manager" will be, along with the firm's experience, including resumés of principals of the firm, resumes of the Project Manager, and other professional staff. The Design Manager and professionals provided by the Proponent for this Project will be certified.
 - iv. experience and proficiency of the design disciplines proposed by the Proponent in carrying out projects similar to the Project, and past dealings of the Owner and the Owner's employees and
 - v. the Proponent's understanding of the Work and the Project;
 - vi. the Proponent's commitment to completion of the Work and the Project within the schedule;
 - vii. quality of technical aspects of the Proposal;
 - viii. the Proponent's track record, relative to meeting the completion schedule for other projects, and relative to disputes;
 - ix. the depth of resources available to the Owner (in case, for example, there is a possibility that additional resources might be required, or acceleration of the work might be required);
 - x. the overall best value to the Owner and best prospect for successful satisfactory completion of the Project; and

xi. other criteria and factors reasonably considered by the Owner to be relevant.;

all as perceived and applied by the Owner in good faith, and applying such reasonable assumptions and determinations as the Owner may reasonably make (whether or not, so long as the Owner acts in good faith, one or more Proponents are adversely affected thereby), and weighted and applied according to the needs and reasonable judgment of the Owner.

- c) The evaluation team will not be required to keep financial components of the Proposals separate or undisclosed while carrying out the evaluation of non-financial criteria. Financial components of the Proposals may be known by the evaluation team at the outset of the evaluations, regardless of when non-financial criteria are to be evaluated or scored. Proposals may be judged for overall “best value” and overall “best Proposal” taking into account the gradings or rankings, based on non-financial criteria, and financial criteria. The evaluation team may make a judgement as to whether the disparity between or among the Proponents’ respective gradings or the merits of their respective Proposals warrant departing from “lowest financial bid” as the principal consideration for the selection of the successful Proponent.
- d) Despite any pre-qualification of Proponents or pre-qualification process, price is not the sole criteria for award, and the Owner reserves the right to differentiate among pre-qualified Proponents based on the relative strengths, merits and gradings applying non-financial criteria as described herein.

E-2. Evaluation Process

- a) Evaluation of Proposals will be carried out by person(s) selected by the Owner. The person(s) selected for this purpose may include consultants.
- b) This process does not constitute an offer by the Owner. No contract results from the issuance of the Request for Proposals or receipt of Proposals, except only with the Proponent, if any, whose Proposal is accepted by the Owner, and except that each Proponent agrees that its Proposal will be irrevocable for the period specified. The Owner reserves the right to accept any Proposal that the Owner considers to be most beneficial and advantageous to the Owner, and reserves the right to reject any or all Proposals. The Owner may accept a non-compliant Proposal. The Owner may waive, regardless of severity, any non-conformity, non-compliance, irregularity or error. The Owner may seek a clarification or confirmation from any one or more Proponents, and may give any Proponent an opportunity to correct its Proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error relative to its Proposal. The Owner may at any time elect to request re-submissions, and may undertake the entire process over again, in the same or an altered format, and with the same or different participants.
- c) Before any contract or obligation relative to the subject matter herein becomes binding on the Owner, approval thereof by the KAAS President (or such other executive of office of the Owner, as the Owner may from time to time designate) of the Owner must first be obtained.
- d) In the event only one Proposal is received, the Owner reserves the right to open the Proposal and not accept it.
- e) Proposals may be amended by Proponents only in writing. All amendments must be received prior to the Closing Time, at the place for delivery of Proposals. Amendments (but not the original proposal) may be submitted by e-mail. KAL assumes no risk or liability whatsoever that any e-mail will be received either as transmitted or at all, and shall not be liable to any Proponent or anyone else if for any reason an e-mail is not

properly received prior to Closing Time. The e-mail must be addressed to the Contact Person, sent to the Contact Person's e-mail address as specified in this RFP, identify the name of the Proponent and clearly indicate that it is an amendment to the Proposal previously submitted by that Proponent.

- f) The Proponent agrees that its Proposal shall be irrevocable and open for acceptance by the Owner for the period specified in the Proposal even if the Proposal is non-compliant or contains irregularities.
- g) If any pre-qualification or similar process has occurred in connection with the Request for Proposals, and a Proposal is submitted by an entity (including a joint venture or partnership) that was not the pre-qualified entity, then despite any contrary statement or indication in connection with the pre-qualification or similar process, the Owner may nevertheless accept the Proposal if the entity that submitted the Proposal (including a partnership or joint venture) is, in the determination of the Owner, related to or sufficiently associated with the pre-qualified entity.

E-3. Acceptance of Terms and Conditions; Release and Limitations of Liability

- a) Each Proponent, by submitting a Proposal, accepts all of the conditions and stipulations set out herein, and acknowledges and agrees that the Owner will have no liability or obligation to any Proponent except only the party, if any, awarded the Professional Services Agreement by the Owner, and agrees that, if not awarded the Professional Services Agreement, then, whether or not any express or implied obligation has been discharged by the Owner, the Owner shall be fully and forever released and discharged of all liability and obligation in connection with the Request for Proposals and all related matters, and all actions and procedures which preceded.
- b) Anything obtained in a Proposal that contradicts or is at variance with any of the terms of this Request for Proposals will not be binding on the Owner unless explicitly accepted and adopted in writing by the Owner.

E-4. Post-Closing Negotiations – Changes

The Owner may before contract award negotiate changes with the leading Proponent, including additional or modified terms, in accordance with the following:

- a) Negotiations shall commence with the leading Proponent;
- b) If the negotiations with the leading Proponent do not lead to financial and other terms acceptable to the Owner, the Owner will be entitled to reject the Proposal from the leading Proponent and commence negotiations with the next ranking Proponent, and if agreement is reached with the next ranking Proponent the Owner will be entitled to award the Agreement to the next ranking Proponent;
- c) At any time before contract award the Owner will be entitled to reject all Proposals and collapse the Request for Proposals process or request re-submission from all Proponents.

E-5. Modification of Terms

The Owner reserves the right to modify the terms of this Request for Proposals at any time prior to contract award. This includes the right to cancel this Request for Proposals at any time prior to entering into the Professional Services Agreement with a successful Proponent.

E-6. Ownership of Proposals

All Proposals submitted to the Owner become the property of the Owner.

E-7. Information and Privacy

All documents submitted to the Owner may be subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165.

Each Proponent agrees that it will not release or publish any statement, paper, photograph or document or hold any ceremony or event with respect to the Project or the Professional Services Agreement without the prior written approval of the Owner.

E-8. Use of Request for Proposals

No portion of this Request for Proposals nor any information supplied by the Owner in relation to this Request for Proposals may be used or disclosed for any purpose other than for the submission of Proposals to the Owner.

**SCHEDULE A - RECEIPT CONFIRMATION FORM
REQUEST FOR PROPOSALS
KAMLOOPS AIRPORT SITE CIVIL WORKS**

To receive further information about this Request for Proposals please complete this form and send it to:

Attention: Ed Ratuski,
Managing Director
Kamloops Airport Ltd.
101-3035 Airport Road
Kamloops, BC, V2B 7X1
Email: operations@kamloopsairport.com

Name of Proponent: _____

Street address: _____

City/Province: _____ Postal Code: _____

Mailing address if different: _____

Phone number: _____ Facsimile number: _____

Contact person: _____ Title: _____

E-mail: _____

- ☐ We intend to submit a Proposal.
☐ We do not intend to submit a Proposal.

The Owner intends that further information concerning this Request for Proposals will primarily be sent by courier or fax, to the fax number provided by the Proponent.

In some cases further information might be sent by courier or mail. Indicate your preference below*.

- ☐ Send by Courier Collect.
Provide Courier name, tel. no. and account number: _____
☐ Send by Mail.

*Unless otherwise completed, such further information will be sent by mail.

SCHEDULE B – PROPOSAL FORM

TO: KAMLOOPS AIRPORT LTD.

**RE: REQUEST FOR PROPOSALS
Kamloops Airport Site Civil Works – Professional Services**

All words and phrases which are defined terms in the Request for Proposals have the same respective meanings herein unless otherwise stipulated herein.

1. **PROPOSAL**

We, _____
(Name of Proponent)

of _____
(Address of Proponent)

Being familiar with the terms and conditions of the proposed Professional Services Agreement and all relevant laws, rules, regulations, licensing and permit requirements, labour market, and other circumstances that may affect our Proposal, hereby offer and propose to the Owner, if selected by the Owner, to:

- a) Execute and deliver the Professional Services Agreement, in accordance with Proponent's Proposal as set out herein and the Request for Proposals, within ten (10) days of receiving it from the Owner, after notice of award; and
- b) Comply with and perform in accordance with the Professional Services Agreement and the Request for Proposals and this Proposal.

This offer is irrevocable and shall remain open for acceptance by the Owner for a period of 60 calendar days from the Closing Time. The Proponent agrees that its offer shall be irrevocable and open for acceptance as aforesaid even if its Proposal is non-compliant.

2. **SUBMISSION BY THE PROPONENT**

Accompanying this Proposal the Proponent hereby submits to the Owner the following:

a) **Professional Services Fee**

Professional Services Fee

Provide a anticipated percentage for each of the Design, Tender Services, and Construction Management/Inspection Services and calculate the quoted fee (the "Professional Services Fee") for the services, based on the design.

Proponents are instructed to insert this quoted fee on lines Year 1, Year 2 and Year 3 **Columns 1-3** of the **APPENDICES TO PROPOSAL FORM**, attached.

The Professional Services Fee shall compensate the Proponent for all overhead and profit for all services associated with off site activities, including remuneration, salaries and wages for personnel located at head and/or district offices in providing assistance to the Project staff for:

- Labour relations
- Equipment use other than that used at the site
- Accounts payable/finance processes

- Training
- Legal services
- Negotiation of contracts related to the Project
- Safety policy
- Human resources functions
- Preparation of budgets and other estimates
- Consultation advice and guidance with the Owner, Project Manager, Project Team
- Coordination and administration of Trade Contractors, including payments and accounting services
- Procurement activities including expediting
- Preparation of claims and defending claims from third parties
- Pre-qualification of subcontractors
- Information systems and technical support
- Local and /or head office corporate expenses and overhead, including courier costs, travel and subsistence expenses

b) **Schedule**

Provide a proposed design and construction schedule, indicating the following:

- i. the start, duration and completion dates of design, tender and construction phases of the Work, defined by design function ie., concept, schematic, detail, construction drawings etc., or as required by the Owner, including the activities of persons who would be Other Contractors and of the Owner's Own Forces on which the Work is dependent;
- ii. timing of submittal review by the Owner;
- iii. particulars of the activities required of persons who would be Other Contractors and of Owner's Own Forces on which the Work is dependant.

3. PROFESSIONAL SERVICES AGREEMENT

The Proponent agrees that the Professional Services Agreement will be completed and carried out as described in this Request for Proposals.

4. EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT BY THE PROPONENT

If the Proponent fails to execute and deliver the Professional Services Agreement within the period provided in Clause 1 a) above, then (without limiting the Owner's other rights and remedies) the Owner may consider that Proponent has repudiated.

5. GENERAL AND SUNDRY

- a) The rights of the successful Proponent under the Professional Services Agreement may not be assigned without the prior written consent of the Owner.
- b) If the Proponent is comprised of more than one person, then the obligations of the said persons will be joint and several.

6. DECLARATION

The Proponent declares:

- a) that, in submitting this Proposal, the Proponent is not relying on any information or documents provided by or on behalf of the Owner other than expressly set out and incorporated into this Proposal Form;
- b) that this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named as the Proponent herein;
- c) that the Proponent has not, directly or indirectly, induced or solicited any other Proponent to submit a sham Proposal or any other person to refrain from submitting a Proposal, and that the Proponent has not in any manner sought by collusion to secure for the Proponent or for any other person any advantage over any other Proponent; and
- d) The Proponent confirms that by submitting this Proposal the Proponent accepts and agrees to be bound by all of the terms and conditions set out in the Request for Proposals including this Proposal Form.

7. EXECUTION OF TENDER

IN WITNESS WHEREOF the Proponent has executed below under the seal shown below with the intent that such execution take effect as a deed.

Dated this _____ day of _____, 2022

(a) _____



(c) _____



(b) _____

If the Proponent is not incorporated, he or she shall sign on line (C) in the presence of a witness who shall sign on line (a).

If the Proponent is incorporated, the authorized signing officer(s) of the Proponent shall sign on lines (a) and (b) and the seal shown on line (b) is adopted by the corporation for the purpose of establishing execution hereof as a deed under seal, and the person or persons signing on lines (a) and (b) hereby warrant that they collectively, or in the case of only one authorized signing officer, he or she, has authority to bind the corporation.

If the Proponent is a partnership or joint venture, then execution is to be carried out in a manner that is jointly and severally binding (under seal and as a deed) upon all of the members of the partnership or joint venture. The Owner may disqualify any Tender if the Owner is unsure that the execution is jointly and severally binding as aforesaid upon all of the members of the partnership or joint venture.

APPENDICES TO PROPOSAL FORM

**APPENDIX 1 –QUOTED FEES
Professional Services Fee**

	The Professional Services estimate submitted by the Proponent pursuant to the Scope of Work provided by the Owner is:	Column 1 Design Services Fee: Fixed percentage quoted by the Proponent pursuant to Clause 2 (a) above:	Column 2 Tender Services Fee Fixed percentage quoted by the Proponent pursuant to Clause 2(a) above:	Column 3 Construction Management, Inspection Services, and As-Built Fee Fixed percentage quoted by the Proponent pursuant to Clause 2(a) above:
	\$ _____	Multiplied by ____ %	Multiplied by ____ %	Multiplied by ____ %
YEAR 1	TOTAL ESTIMATED FEE (Columns 1+2+3) = \$ _____	= \$ _____	= \$ _____	= \$ _____
YEAR 2	TOTAL ESTIMATED FEE (Columns 2+3) = \$ _____		= \$ _____	= \$ _____
YEAR 3	TOTAL ESTIMATED FEE (Columns 2+3) = \$ _____		= \$ _____	= \$ _____

APPENDIX 2

Draft Professional Services Agreement