

REQUEST FOR PROPOSALS

2017 Champagne and Aishihik First Nations Haines Junction Wireless Project

SECTION 1: GENERAL INSTRUCTIONS TO BIDDERS

1. Proposals must be submitted in the evaluation form specified in this invitation, if any, and sealed in an envelope or package that cannot be seen through and delivered by hand, through Canada Post registered mail or emailed to:

CAFN Governance Department, Information Technology

#1 Allen Place. Box 5310
Haines Junction, YT Y0B 1L0
almckinnon@cafn.ca

Attention: Amy McKinnon, Communications Manager

2. Proposals must be received at the location specified above, before the specified closing time, as determined by the clock at the closing location. Bids received late, or not received completely by the closing time will not be considered and will be returned to the bidder unopened. Bids will not be accepted in the Whitehorse CAFN Office.
3. The closing time is up to and including: **4:00 p.m. Thursday, May 4, 2017**
4. As soon as possible following the bid closing time, the bid envelope will be opened in the office specified in section 1.
5. The bidder shall identify, on the envelope containing the proposal, its business name and address and the title of the proposal enclosed. If sent by email as an attachment, the title of the proposal must be in the email Subject line.
6. Proposals must be signed by an appropriate authorized official of the party submitting the bid. Erasures and/or corrections must be initialed by the person(s) authorized to sign the bid.
7. Any bid submitted may be withdrawn by written request by an authorized official, but cannot be withdrawn or changed after the closing time.



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8. Bidders are solely responsible for their own expenses in preparing and delivering their bids.
9. Champagne and Aishihik First Nations reserves the right to modify the terms of the invitation at any time prior to closing, at its sole discretion. Champagne and Aishihik First Nations will make information available to the public regarding any changes made to the invitation and will make reasonable efforts to inform all bidders of any such changes. Bidders are responsible for ensuring that they are aware of and complied with any addenda.
10. Bids already submitted may be amended prior to closing (i) by submitting an amendment identifying the plus or minus variance to the original bid, or (ii) by sending in a complete new bid, clearly indicating that it replaces the previously submitted bid. A bid revision replaces any other bid revisions previously submitted by the bidder; only the last of any bid revisions will be accepted.
11. Accuracy of information included in this invitation is not guaranteed or warranted by Champagne and Aishihik First Nations to be accurate, nor is it necessarily comprehensive or exhaustive. By submitting a bid, the bidder agrees that it has investigated all conditions that will affect the work and assumes all risks regarding those conditions.
12. Enquiries regarding the invitation must be made in writing and submitted to the office specified in section 1. No response shall be binding on Champagne and Aishihik First Nations unless it is made in writing. Enquiries and the responses given may be distributed to all other bidders as addenda.
13. All prices should be extended and totaled. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the bid evaluation and contract administration.
14. If the bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified in the invitation or contract documents.
15. The bid shall be unconditional, irrevocable and open to acceptance by Champagne and Aishihik First Nations at any time within 30 days after the date on which bids close.
16. If, in the opinion of Champagne and Aishihik First Nations, a bid contains a minor defect or fails in some way to comply with any requirement of this tender document that, in the opinion of Champagne and Aishihik First Nations, can be remedied without providing an unfair advantage with respect to other bidders, Champagne and Aishihik First Nations may request clarification from the bidder, and, upon receipt of appropriate clarification, may waive the minor defect or any irregularity and accept the bid.



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17. This invitation does not commit Champagne and Aishihik First Nations to award a contract. Champagne and Aishihik First Nations reserves the right to cancel this invitation anytime without award or compensation to bidders.
18. Champagne and Aishihik First Nations need not accept the lowest, the highest ranked, or any bid, and reserves the right to reject or accept any bid without further explanation.
19. Failure to comply with any instruction contained in this invitation may be deemed sufficient cause for the rejection of all or part of any bid. Any items omitted or any special conditions or qualifications added to the bid (for example, including the bidder's standard terms of sale) may cause the bid to be rejected and may affect the evaluation of the bid.
20. Submission of a bid shall be deemed to be confirmation that the bidder acknowledges and agrees to the contract terms, as set out in the Contract attached to this document.
21. Champagne and Aishihik First Nations reserves the right to negotiate changes to the terms of any contract with the lowest priced, highest ranked or any bidder. Such changes, if any, shall be within the scope of this tender.
22. If no compliant bids are received in response to this invitation, Champagne and Aishihik First Nations reserves the right to enter into negotiation with one or more suppliers in order to complete the procurement.
23. Each bidder, by submitting a bid, irrevocably waives any claim, action or proceeding against Champagne and Aishihik First Nations, including without limitation any judicial review or injunction application or against any of Champagne and Aishihik First Nations' employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss as a result of, or arising out of, the submission of any bid, or due to Champagne and Aishihik First Nations not accepting or rejecting any bid.
24. In order to assist the Champagne and Aishihik First Nations in determining the best qualified and capable bidder, Champagne and Aishihik First Nations reserves the right, to make any investigations of a bidder's business experience, financial capability and business practices as deemed necessary. The bidder agrees to permit and cooperate with such investigations.
25. Champagne and Aishihik First Nations employs a preference for Citizen and Citizen Businesses. "Citizen" is as defined in the *Constitution of the Champagne and Aishihik First Nation 2012*. "Citizen Business" means a sole proprietorship of a Citizen, a partnership where at least one partner is a Citizen, or a corporation that is controlled by a Citizen, as

defined in the *Canada Business Corporations Act*. Please see the Supplementary Instructions for application of the preference to this tender.

SECTION 2: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. No “Contract A” and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a. The RFP shall not give rise to any “Contract A” based tendering law duties or any other legal obligation arising out of any process contract or collateral contract: and
- b. Neither the proponent nor CAFN shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

2. Evaluation

Bids will be reviewed based on the evaluation criteria set out in this invitation.

Bid envelopes must be clearly labeled with the name and address of the bidder and the title of the bid enclosed.

Champagne and Aishihik First Nations may request information from the highest ranking bidder so that it can judge the ability of the highest ranking bidder to fulfill the contract requirements.

3. Citizen Preference

Bids of identified Citizens or Citizen Businesses will be awarded points towards their total evaluation score as set out in the evaluation criteria of this invitation.

4. Site Visits

Bidders are required to tour the site. Failure of the bidder to become acquainted with all of the information available will not relieve them from responsibility for properly estimating the difficulty or the costs of successfully performing the work.

A site tour is scheduled for Wednesday, April 26, at 11 a.m. beginning at #1 Allen Place. Please contact Andy Pauls at apauls@cafn.ca or 867 634-4200 ext 209 to confirm your participation.

5. Negotiations/Best and Final Offer provision and Identification of Preferred Proponent

Based on the scoring of the above-noted stages, CAFN may, at its sole discretion,

- a. Identify the highest ranked Proponent as the Preferred Proponent and accept the Proponent's Proposal as submitted; or
- b. Identify the Preferred Proponents as the First Negotiations Proponent (highest ranked) and the Second Negotiations Proponent (second highest ranked) (the "Negotiations Proponents") and enter into negotiations with the First Negotiations Proponent and, failing successful negotiations, enter into negotiations with the Second Negotiations Proponent and identify the Proponent with whom CAFN concludes successful negotiations as the Preferred Proponent; or
- c. Enter into separate and distinct but contemporaneous negotiations with the First and Second Negotiations Proponents and identify a Preferred Proponent as a result of such negotiations; or
- d. Request a best and final offer from the Negotiations Proponents, before or after conduction negotiations, on terms to be determined by CAFN, or request a best and final offer from the Preferred Proponent.

SECTION 3: CONTRACT SPECIFICATIONS

OVERVIEW:

Through this project the Champagne and Aishihik First Nations (CAFN) will wirelessly connect five primary and three secondary buildings in Haines Junction by creating an internal high-speed site-to-multi-site wireless network to replace the current internet-based VPN connection technologies.

The installer will insure that internet security hardware is configured and compatible across all locations. The installer will relocate internet connection services from all other CAFN buildings to the main administration building and balance internet traffic flow in and out of the network and to the Whitehorse office by separating and shaping internet traffics and bonding remaining internet-based VPN connections.

Internet regulation and proxy systems will be configured for the single point of contact with the internet, replacing the current configuration of every building having a separate point of internet contact.



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SCOPE OF WORK

The successful contractor will:

1. Supply and install all hardware, provide any necessary labor, tools and equipment to implement all of the identified upgrades;
2. Wirelessly connect the main CAFN administration building, Da Kų Cultural Centre, Youth Center/Daycare, Nąts'ekhį Kų (Healing House) and Diamond Willow apartment building;
3. Install wireless hardware at secondary locations (municipal shop, carpenter shop and water truck garage);
4. Optimize network and internet access. Install network security appliances and configure with new network; and
5. Assist with disconnection of old/redundant internet connections.

The successful proposal must demonstrate how the proposed wireless system will:

- Meet speed requirements (link must be capable of passing 1Gb/s and test at a minimum of 500Mb/s);
- Provide predicted paths and predicted signal strengths and corresponding predicted speeds, generated by an analysis tool, taking into account obstructions, etc;
- Be physically located, with recommended wireless hardware installation points and point-to-point connections illustrated on a map (such as a pinned Google map);
- Comply to industry standard installation practices (weather proof building entry, Cat6 cabling minimum, approved mounting structures).

Required Engineering Specifications:

- Certifications: CE, FCC, IC
- Operating Temperatures: -40 to 55 degrees Celsius (-40 to 131 degrees F)
- Maximum throughput 1-4 Gb/s
- Encryption 128-Bit AES

SCHEDULE OF WORK: All Quotes to include expected installation schedule. **All work to be completed as soon as possible, with completion no later than June 30, 2017.**

CAFN will supply the following:

- IT and Property Management support staff;
- Building wiring maps.

SECTION 4: EVALUATION CRITERIA

1. Method of Evaluation

Bids received on or before the closing time will be opened and evaluated by a panel made up of at least three staff from CAFN Communications, IT and Property Services as soon as reasonably practicable.

The panel will evaluate the bids based on the criteria set out below. If a bid fails to identify that a mandatory criteria is met, the bid will be rejected. Points for the weighted criteria will be assigned by the panel. Proponents must receive a minimum of 250 points in the Technical Criteria to be considered qualified and have their price bid evaluated.

2. Weighted Criteria

TECHNICAL CRITERIA		TOTAL POINTS AVAILABLE
1	Describe experience that is relevant to this project/initiative. Include references and all relevant experience. Please list all sub-contractors and product suppliers.	100 points
2	Qualifications and certifications. Identify all relevant certifications, qualifications and training. Mandatory criteria includes: workers compensation, valid business license, technical certifications and GST or proof of exemption.	100 points
3	Methodology: recommended steps, technology and time frame to carry out the project scope of work.	100 points
4	Plans and ability to employ CAFN Citizens and use CAFN businesses.	50 points
5	Positive references from past clients.	50 points
TOTAL TECHNICAL POINTS AVAILABLE		400

PRICE				TOTAL POINTS AVAILABLE
Total bid price is calculated by Ratio of Costs compared to all acceptable bids.				100
For example:				
Proposal	Cost	Calculation of Points	Points	
A	\$100,000	$(75,000/100,000) \times 100$	75	
B	\$75,000	$(75,000/75,000) \times 100$	100	
C	\$125,000	$(\$75,000/\$125,000) \times 100$	60	



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**VALUE FORM
PRICE & PROPOSAL**

Project Title: 2017 CAFN Haines Junction Wireless Project

Closing Time: 4:00pm Thursday, May 4, 2017

Submitted by: _____

(legal name and address of bidder)

Doing business as (if different from above):

Contact Person: _____

Telephone: _____ **Fax:** _____

Business License #: _____

WCB #: _____

GST #: _____

Bidder is in good standing with Champagne and Aishihik First Nations _____
(owes no money or equipment)



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PRICE INFORMATION

I/We have carefully examined the invitation documents and project specifications together with all other factors affecting the work before submitting this bid and propose to provide the services required by the invitation documents for (in Canadian Dollars, excluding GST):

1) TOTAL COST OF BID \$ _____

Please provide details of how that cost was arrived at, including material, labour, sub-contractor and other costs

COSTS	AMOUNT	DETAILS
Materials	\$	
Labour	\$	
Sub-Contractors	\$	
Travel	\$	
Other	\$	
TOTAL COSTS:		



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PROPOSAL INFORMATION

Please provide information on this form or attach the information to this form. Additional information may be provided in the proposal, but only those criteria identified will be evaluated.

2) Describe your experience as it relates to this project/initiative. Include resume and all relevant experience. Please list all sub-contractors and product suppliers.

3) **Qualifications and certifications.** Identify all relevant certifications, qualifications and training. Mandatory criteria include technical certifications and/or licensing, workers compensation, valid business license and GST or proof of exemption.



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4) Please self-identify as CAFN Citizen and/or describe how you plan to employ, subcontract or purchase supplies from CAFN Citizens or CAFN Citizen Businesses and include details such as the number of CAFN Citizens you do or plan to employ for the project, how you will recruit CAFN Citizens or CAFN Citizen Businesses to work on the project, etc.

5) Please provide identify past clients for reference purposes and provide their contact information. A letter of reference is preferred.



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I/We have carefully examined the invitation documents and project specifications together with all other factors affecting the work before submitting this bid. I/We understand and agree to be bound by the terms of these documents.

In the event of my/our bid being accepted, I/we agree to provide the goods and/or services in the manner called for in the specifications and agree to enter into the contract form specified in the invitation documents.

I/We acknowledge the receipt of and included in this bid addenda number _____ to _____ inclusive.

I/We represent and warrant that I/we have full power and authority to enter into the contract to perform the work.

I/We offer to enter into a contract to provide the goods and/or services required by the invitation documents.

Signed, sealed and delivered by:

Witnessed by:

Authorized Signatory

Witness Signature

Name

Name

Title

Address

Date

Date



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SIGNING INSTRUCTIONS:

For sole proprietors (one person, unincorporated businesses), please sign in the presence of a witness who must also sign where indicated. The other signing blocks may be left blank. Use “Sole Proprietor” as your title.

For partners, please sign in the presence of a witness who must also sign where indicated. Use “Partner” as your title. If more signing blocks are needed, attach additional pages.

For limited companies (corporations or limited liability partnerships), this form must be signed by duly authorized signing officers in their normal signatures. The corporate seal, if any, must also be affixed to this form by a person authorized to do so.