



## **CHAMPAGNE AND AISHIHIK FIRST NATIONS**

# **REQUEST FOR BIDS**

### **2019-2020 HEATING FUEL DELIVERY SERVICE FOR CHAMPAGNE & AISHIHIK FIRST NATIONS' BUILDINGS**

#### **SECTION 1: GENERAL INSTRUCTIONS TO BIDDERS**

1. Bids must be submitted in the form specified in this invitation, and sealed in an envelope or package that cannot be seen through and delivered by hand, or mailed to:

CAFN Property Services Department  
#1 Allen Place, Box 5310, Haines Junction, YT. Y0B-1L0  
Or, CAFN Whitehorse office, 304 Jarvis Street, Whitehorse, YT Y1A 2H2

Attention:  
Terry Ruffange-Holway  
CAFN Property Manager  
867- 634- 4200, ext. 225  
tr-holway@cafn.ca

2. Bids must be received at one of the locations 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.

3. The closing time is up to and including:

**3:00:00 P.M. Thursday, August 29, 2019**

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 bid, its business name and address and the title of the bid enclosed.

6. Bids 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 Any bid submitted may be withdrawn by written request by an authorized official, but cannot be withdrawn or changed after the closing time.
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 consistent with the fluctuating price 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.
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 or highest ranked 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 exercises a preference for Indigenous Citizens and Citizen Businesses. “Citizen” is as defined in the *Constitution of the Champagne Aishihik First Nations 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. Evaluation

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

Bids 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.

### 2. Indigenous Preference

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

## SECTION 3: CONTRACT SPECIFICATIONS

### 1. Background

Champagne and Aishihik First Nations (CAFN) is a self-governing First Nation which owns and operates several community buildings and residential residences in Haines Junction, Canyon Creek, Champagne, Takhini River Subdivision, including an office building in Whitehorse.

### 2. Scope of Work

CAFN is inviting bids from qualified heating fuel delivery operators for heating fuel delivery to CAFN owned buildings in Haines Junction, Canyon Creek, Champagne, Takhini River Subdivision, and Whitehorse for approximately one year. Heating fuel delivery shall be available on a scheduled basis, on demand, and on an emergency basis. The successful bidder shall be prepared to offer prompt service on a twenty-four (24) hour basis as requested.

Heating Fuel must be Type 1, Stove Oil – Arctic Grade or better.

The delivered fuel price must remain consistent with the changes of the contractor's supplier price (increases or decreases), so a consistent markup is maintained for the duration of the contract, unless otherwise specified in the invitation or contract documents. Evidence of supplier pricing is to be provided with each invoice. All pricing is to reflect volume conversion at 15 degrees Centigrade at the point of delivery.

The resulting service delivery contract will cover the period from September 9, 2019 to August 31, 2020.

The successful bidder will maintain liability insurance for the duration of the contract with a minimum amount of \$2,000,000.00 and shall indemnify CAFN from any claim occasioned in the course of services provided to CAFN.

Summary of heating fuel delivery in CAFN buildings:

- Da Ku Cultural Center (3,000 – 8,000 liters/month)
- Haines Junction Administration building (14,000 liter)
- Alsek Renewable Resources Council Building
- 2 apartment buildings, Haines Junction (9,000 liter each)
- 9 community/municipal buildings; 5 in Haines Junction, 1 in Canyon Creek, 1 in Champagne, 2 duplex residences in Takhini (approx. 1,000 liter each)
- CAFN Whitehorse office
- CAFN's vacant residences (approx. 1,000 liter/each)

3. A list of CAFN buildings is included in the attached APPENDIX A: HEATING FUEL DELIVERY LOCATIONS

## 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 two staff members from the Champagne Aishihik Property Services Department 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.

### 3. Criteria

#### Weighted Criteria

1	Price per litre (lowest price given 40 points, next lowest given 35, etc – in increments of 5 points) - If more then 8 proposals, the remainder are given 0 points	Up to 40 points
2	Other costs (e.g. emergency and other delivery costs)	Up to 20 points
3	Delivery schedule and emergency call out availability	Up to 20 points
4	Positive References from past clients (commercial and residential)	Up to 10 points
5	Plans and ability to employ Indigenous citizens and utilize CAFN businesses	Up to 10 points
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

#### Mandatory Criteria

Valid Workers Compensation Board Coverage	Mandatory
Valid Business License	Mandatory
Valid GST Restoration or Proof of Exemption	Mandatory
General Liability Insurance (min. \$2M)	Mandatory
Good Standing with Champagne and Aishihik	Mandatory

**VALUE FORM  
PRICE & PROPOSAL**

**RFB Title: 2019-2020 Heating Fuel Delivery Service**

Closing Time: 3:00:00 P.M. Thursday, August 29, 2019

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 Nation \_\_\_\_\_  
*(owes no money or equipment)*

**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) Price per liter \$ \_\_\_\_\_  
Provide delivered price per liter, along with fuel supplier's price (based on supplier pricing for stove oil as of Thursday, August 22, 2019).



2) Other costs, including emergency call-out costs or term:

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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.

3) Proposed delivery schedule for all communities (Haines Junction, Canyon Creek, Champagne, Takhini River Subdivision, and Whitehorse)

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4) Emergency call-out availability and estimated response times for each community:

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5) Please provide identify at least 3 past clients for reference purposes and provide their contact information. At least one of the clients should be a commercial client or a client with multiple delivery locations.

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6) Are you an Indigenous Citizen or CAFN Citizen Business? \_\_\_\_\_

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

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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

\_\_\_\_\_  
(Corp Seal)

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**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.

# CHAMPAGNE AND AISHIHIK FIRST NATIONS

## APPENDIX 'A'

### 2019 – 2020 HEATING FUEL DELIVERY LOCATIONS

#### Haines Junction

Da Ku Cultural Centre (#280 Alaska Highway)

Alsek Renewable Resources Council Building (#180 Alaska Highway)

CAFN Main Administration Building (#1 Allen Place)

Youth Center (#60 Joe Street)

'Old Day Care' (#60 Joe Street)

Mun Ku Apartments (#1 Joe Street)

Healing House (Näts'ekhj Ku) (#22 Hume Street)

Diamond Willow Apartments (#124 Hume Street)

Municipal Shop (#9 Hume Street – 2 fuel tanks)

Carpenter Shop (#13 Hume Street)

#### Canyon Creek

Fire Hall (#19 Canyon Drive)

#### Champagne

Fire Hall

#### Takhini

Lot # 1 A/B – Duplex

Lot # 16 A/B - Duplex

#### Whitehorse

CAFN Whitehorse Office (304 Jarvis Street)

#### All CAFN Communities

CAFN's houses when vacant