



TOWN OF
PEACE RIVER
ALBERTA

REQUEST FOR TENDER – CONSTRUCTION SERVICES

Town of Peace River

2022 Crack Sealing

Main RFP

BOX 6600 9911-100 ST PEACE RIVER, AB T8S 1S4
PHONE 780 624 2574 FAX 780 624 4664

PEACERIVER.NET



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1.0 REQUEST FOR TENDER

1.1 The Town of Peace River (the “Town”) request tenders for:

.1 2022 Crack Sealing

1.2 The following Schedules are attached hereto:

| SCHEDULE | DESCRIPTION |
|----------|-------------------------------------------------------------------------------------------|
| A | Description of Project |
| B | Services |
| C | Tender Format |
| D | Fees |
| E | Drawings, Sketches |
| F | Supplementary Data |
| G | List of Contractors, Agents and Town Representatives to be indemnified by the Contractor. |

1.3 Construction Services will consist of, but not limited to those listed in Schedule “A”.

1.4 Each Tender submission must be submitted in two envelopes, clearly marked:

.1 2022 Crack Sealing

.2 Envelope 1 is to contain the written tender submission minus the fee schedule.

.3 Envelope 2 is to contain the fee schedule.

1.5 Tenders are to be addressed to:

The Town of Peace River
9911 – 100 Street,
Peace River, Alberta
T8S 1S4
Attn: Jim McCuaig, P. Eng., Director of Engineering and Infrastructure

1.6 Tenders must be delivered before the time as shown under Key Tender Dates and Schedule in this Request for Tender to the Town Office at 9911 – 100 Street, Peace River, AB. All tenders must be accompanied with a digital copy of submission in .pdf format. Tenders received that do not comply with the foregoing will be returned to the Contractor(s)



without consideration.

- 1.7 Digital email submissions will be considered for this Request for Tender. All digital submissions shall be emailed to jmccuaig@peacriver.ca no later than **1 hour** prior to tender close to ensure proper receipt. Envelopes 1 and 2 will be submitted in separate attachments.
- 1.8 The Work is defined in the Contract Documents as the “Services” and includes all labour and materials required to be supplied or provided to the Town.
- 1.9 The Contractor is responsible for ensuring that:
 - .1 It is in possession of all Request for Tender Documents, as defined in the Instructions to Contractors;
 - .2 the Request for Tender Documents have been carefully examined.
 - .3 It is satisfied as to the nature and location of the Work; and
 - .4 Acknowledgement of any issued addenda
- 1.10 The Town reserves the right to accept, or reject, any and all Request for Tender and waive irregularities and informalities at its discretion as set out in the Instructions to Contractors.
- 1.11 Verbal, telephone, telegram, or electronically transmitted facsimile Tenders will not be accepted or acknowledged.

2.0 GENERAL

- 2.1 The intent of this Request for Tender is to receive tenders from Contractors for the performance of the Work as detailed in the Request for Tender Documents.
- 2.2 The Town shall not be liable for any cost of preparation and/or presentation of any or part of the Tender submissions.

3.0 DEFINITIONS

- 3.1 **Acceptance Period** means that period starting at date of the Close of Tenders and ending in Sixty (60) Consecutive days;
- 3.2 **Additional Work** means services requested by the Town of Peace River not listed within this agreement;
- 3.3 **Close of Tenders** means as noted in this Request for Tender under key tender dates as the time that tenders will no longer be accepted by the Town.

- 3.4 **Contractor** means a party signing and delivering the Tender Documents to the Town;
- 3.5 **Contract Completion Date** means the date of submission of the final details report and drawings to the Town:
- 3.6 **Contract Documents** means the attached Agreement and any and all Schedules
- 3.7 thereto;
- 3.8 **Council** means the Council of the Town of Peace River;
- 3.9 **GST** means Federal Goods and Services Tax;
- 3.10 **Tender** means an offer by the Contractor to perform the Work in accordance with the Contract Documents and for the Tender Price;
- 3.11 **Tender Documents** means the Request for Tender, Instructions to Contractors, Contract Documents, and any other Schedules and/or Addenda provided from the Town or its agents during the tender process;
- 3.12 **Tender Period** means the period beginning on the issue of the Request for Tender on the Alberta Purchasing Connection (APC) and the time ending for the Close of Tenders as noted in the Key Tender Dates and Schedule listed in this Request for Tender;
- 3.13 **Tender Price** means the total price for which the Contractor is prepared to perform the Work, excluding applicable GST;
- 3.14 **Tender Security** is not required for this Request for Tender;
- 3.15 **Successful Contractor** means the Contractor that submitted the Tender that has been accepted by the Town;
- 3.16 **Town** means The Town of Peace River;
- 3.17 **Town's Notice Address** means 9911 – 100th Street, Peace River, Alberta, T8S 1S4;
- 3.18 **Work** means “Services” as defined in the Contract Documents and includes all labour and materials required to be supplied or provided to the Town;

4.0 TENDER CALL

- 4.1 Sealed Tenders, fully executed, dated and endorsed will be received up to the Close of

Tenders by the Town.

- 4.2 Tenders received after the Close of Tenders will not be considered and will be returned to the proponent unopened.
- 4.3 Verbal, telephone, telegram or electronically transmitted facsimile Tenders will not be accepted or acknowledged.
- 4.4 The Town may, by notice or addendum to all Contractors, postpone the Close of Tenders.
- 4.5 The Contractor must submit one paper copy in two envelopes and one digital copy in .pdf format of the fully completed Tender together with all attached schedules, signed and sealed by the Contractor.
- 4.6 All Tenders submitted to the Town shall be irrevocable during the Acceptance Period except as otherwise provided herein.

5.0 KEY TENDER DATES AND SCHEDULE

- 5.1 All times below are local time – Peace River, AB
- 5.2 Site meeting date available upon request.
- 5.3 Tender closing submittal date: Thursday 14:00:00, 22 Sep 2022.
- 5.4 Anticipated contract award date: 28 Sep 2022
- 5.5 Contract completion date: 31 Oct 2022

6.0 TENDER FORMAT

- 6.1 Tenders shall contain at a minimum the content and format as shown in the attached Schedule C – Tender Format.

7.0 OMISSIONS AND DISCREPANCIES

- 7.1 The Contractor, upon receipt of the Tender Documents, must verify that the documents are complete. In order to ensure that you have received all pages of the enclosed, please check the page numbering.
- 7.2 If the Contractor finds discrepancies in or omissions from the Tender Documents, or the



Contractor is in doubt as to the meaning thereof, the Contractor must notify the Town immediately. The Town may, at its discretion, send written instructions to all Contractors.

- 7.3 Verbal statements made by the Town to any or all Contractors shall not result in a modification of any provisions of the Tender, Tender Documents, or the Work.
- 7.4 Questions arising during the Tender Period shall be directed to the Town's representative identified in this Request for Tender.
- 7.5 Alterations or amendments to any of the Tender Documents shall only be effective by written notice from the Town to the Contractors delivered during the Tender Period.
- 7.6 Amendments to the Tender Documents issued by the Town during the Tender Period shall be incorporated and shall become a part of the Tender Documents.
- 7.7 Each Contractor shall be responsible to ascertain that it has received all amendments to the Tender Documents.
- 7.8 Each Contractor shall be responsible for delivery of copies of amendments to the Tender Documents to its subcontractors, if any.

8.0 MODIFICATION OF TENDERS

- 8.1 A Tender submitted in accordance with these Instructions to Contractors may be modified provided the modification:
 - .1 Is delivered in writing to the Town's Notice Address before or at the Close of Tenders;
 - .2 States the name of the Contractor and the nature of the modification; and
 - .3 Is duly signed on behalf of the Contractor.
- 8.2 When submitting a second or more modifications to the Tender Price, the Contractor shall modify the Tender Price originally stated in the Tender and request that the previous modification(s) be disregarded.
- 8.3 The Town will not accept any modification that it deems, in its sole and unfettered discretion, to be illegible or that is received by the Town after the Close of Tenders.
- 8.4 Verbal, telephone, telegram or electronically transmitted facsimile modifications will not be accepted or acknowledged by the Town.

9.0 TENDERS IRREVOCABLE

- 9.1 Tenders delivered to the Town and not withdrawn before the Close of Tenders shall be irrevocable and open for acceptance by the Town during the Acceptance Period.
- 9.2 Until the Close of Tenders, the Contractor may withdraw its Tender without penalty or forfeiture.

10.0 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

- 10.1 After it has received written notice of award from the Town that it is the Successful Contractor, the Successful Contractor shall execute and deliver the Contract Documents to the Town within fourteen (14) consecutive days of the date of the award.
- 10.2 For the purposes of this Section, notice shall be considered given to the Successful Contractor upon delivery of such notice in writing to the Successful Contractor at the address for the Successful Contractor set out in the Tender submitted.
- 10.3 Failure to execute and deliver the Contract Documents shall constitute a breach of the agreement effected between the parties by the submission and acceptance of the Tender and the Town, at its option, may rely upon the failure of the Successful Contractor to execute and deliver the Contract Documents to the Town and the Town may:
- .1 Accept any other Tender; or
 - .2 Reject all other Tenders.
- 10.4 This shall in no way limit the Town's right to recover from the Successful Contractor all of the Town's damages arising out of the Successful Contractor's failure or refusal to execute and deliver the Contract Documents to the Town, including but not limited to, legal costs of a solicitor and his own client full indemnity basis.

11.0 IRREGULARITIES

- 11.1 Discrepancies between words and figures will be resolved in favor of words.
- 11.2 Discrepancies between the indicated sum of any set of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.0 TENDER EVALUATION CRITERIA

- 12.1 The Town reserves the right to accept or reject any and all Tenders and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a



Tender other than the lowest Tender without stating reasons. By the act of submitting its Tender, the Contractor waives any right to contest in any proceedings or action the right of the Town to award the Work to any party in its sole and unfettered discretion.

12.2 Without limiting the generality of the foregoing, the Town will use the following criteria in making its selection:

| EVALUATION CATEGORY | CATEGORY SCORE (1-10) | CATEGORY WEIGHTING (%) | TOTAL SCORE |
|-------------------------|-----------------------|------------------------|-------------|
| People | 10 | 20% | 2.0 |
| Products & Deliverables | 10 | 15% | 1.5 |
| Project Comprehension | 10 | 15% | 1.5 |
| Experience | 10 | 20% | 2.0 |
| Schedule | 10 | 10% | 1.0 |
| Financial / Pricing | 10 | 30% | 3.0 |
| TOTAL SCORE | | | 10.0 |

12.3 Each evaluation category referenced above has been given a weight to reflect its relative importance in the evaluation.

12.4 The Town reserves the right to:

- .1 Accept a tender without negotiation.
- .2 Reject a tender without negotiation.
- .3 Negotiate changes in the technical or financial content of the successful tender.

13.0 ACCEPTANCE OF TENDER

13.1 Acceptance of a Tender by the Town shall only be communicated by written notice from the Town to the Successful Contractor. Notice of acceptance by the Town shall be delivered in writing to the Successful Contractor at the address for the Successful Contractor set out in the Tender received. Such acceptance shall bind the Successful Contractor to duly execute and deliver the Contract Documents to the Town and to furnish the bonds and insurance documents and all other attachments required by the Contract Documents to the Town.

13.2 The Contractor hereby acknowledges and confirms that the obligation of the Town to execute and deliver the Contract Documents to the Contractor is subject to the approval of the Council of the Town at a meeting of Council. Until such approval is given, the Town is under no obligation to execute and deliver the Contract Documents.



14.0 TENDER SIGNING

14.1 The Tender shall be properly signed in full compliance with the following requirements:

- .1 If the Tender is made by a corporation, the Tender shall be executed on behalf of the corporation under the seal of the corporation; or
- .2 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of one of the partners, and the name of the partner shall be printed immediately below the signature of the partner; or
- .3 If the Tender is made by an individual carrying on business under a name other than his or her own name, the business name together with his or her name shall be printed immediately above the individual's signature; or
- .4 If the Tender is made by an individual carrying on business in his or her own name, he or she shall print his or her name immediately below his or her signature; or
- .5 If the Tender is made by a joint venture, each party to the joint venture shall execute the Tender in the manner appropriate to such party as set forth in this Section.

14.2 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by each principal showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract Documents on behalf of each respective principal, which, if so executed, will bind each principal and have the same effect as if it were duly signed by each principal.

15.0 DISCLOSURE OF TENDER PRICE

15.1 After Tenders have been publicly opened, the Town may, at its discretion, release to the public a summary of Tender Prices.

16.0 OTHER INFORMATION

16.1 The Town will provide only one set of Tender Documents to each Contractor.

16.2 TOWN'S REPRESENTATIVE

- .1 Direct all inquiries to:
Jim McCuaig, P. Eng.,
Director of Engineering and Infrastructure – Town of Peace River
jmccuaig@peaceriver.ca
Office: 1(780)624-2574
Cell: 1(780)219-4167



17.0 COMMENCEMENT AND/OR COMPLETION OF WORK

- 17.1 The Contractor, in submitting the Tender, agrees to commence the Work and/or complete the Work pursuant to the relevant time periods provided for in the Contract Documents.

18.0 WORK EXAMINATION

- 18.1 The Contractor should examine the site of the Work and surrounding areas before submitting a Tender and be satisfied as to the nature and location of the Work, local conditions, the equipment and facilities needed during the execution of the Work, the means of access to the work site, onsite conditions, all necessary information as to the risks, contingencies and circumstances which may affect the Tender and all other matters which can in any way affect the Work. The Contractor is fully responsible for obtaining all information required for the preparation of the Tender.

19.0 PERMITS AND LICENSES

- 19.1 The Contractor who is awarded the contract shall obtain and pay for all permits and licenses required by the Province, Town, or any other authority to enable a Contractor to do all things necessary to perform the contract according to the provisions of the Contract Documents.