



VILLAGE OF VALEMOUNT

Let the mountains move you

REQUEST FOR QUOTES

Village of Valemount New and Resurfacing of Municipal Asphalt

The Village of Valemount is seeking Quotes from qualified applicants to provide services as outlined in Section B of this RFQ

ISSUE DATE: July 9, 2018

Send completed response as a PDF file to:
Lori McNee, Director of Finance
email: dof@valemount.ca
clearly marked

**“Village of Valemount
New and Resurfacing of Municipal Asphalt”**

CLOSING DATE:

Friday, July 27, 2018

CLOSING Time:

12:00 PM(noon)

SUMMARY OF KEY INFORMATION

Request for Quotes
Village of Valemount
New and Resurfacing of Municipal Asphalt

VILLAGE'S REPRESENTATIVE:
Lori McNee, Director of Finance
dof@valemount.ca
Tel: 250-566-4435

FINAL TIME AND DATE FOR RECEIPT OF QUOTES:
12:00 PM local time, Friday, **July 27, 2018**

ADDRESS FOR QUOTE SUBMISSIONS:
Lori McNee, Director of Finance
dof@valemount.ca
Village of Valemount
Box 168
735 Cranberry Lake Rd.
Valemount, B.C. V0E 2Z0
dof@valemount.ca

Applicants must read the entire RFQ document for full details and requirements.

THE VILLAGE RESERVES THE RIGHT TO CANCEL THIS RFQ AT ANY TIME BEFORE OR AFTER THE CLOSING DATE AND TIME HAS PASSED, AND THE LOWEST PRICED, OR ANY, QUOTE WILL NOT NECESSARILY BE CHOSEN FOR NEGOTIATION OF A CONTRACT FOR SERVICES.

PART 1: QUOTE DETAILS

A. PURPOSE AND BACKGROUND

The purpose of this Request for Quote (RFQ) is to solicit the best overall Quote(s) for providing the Village of Valemount (the “Village”) new and resurfacing of asphalt. This is NOT a tender call. Any Quotes submitted pursuant to this RFQ shall not be offers to Contract for the provision of any of the services outlined herein, but shall only be used to identify a Preferred Applicant(s) with whom the Village may negotiate a Contract for the provision of the services.

B. DESCRIPTION OF SERVICES

Asphalt repair and overlay – hot in place	7,720 m2 x 50 mm
New asphalt – hot in place (grading and packing required)	1,400 m2 x 50 mm

C. INSTRUCTIONS, TERMS AND CONDITIONS

1. The following terms and conditions will apply to this RFQ, submission of a Quote indicates acceptance of all the terms that follow, and any that are included in any addenda issued by the Village. Provisions in submitted Quotes that contradict any of the terms of this RFQ will be treated as if they were not written and do not exist.

a. All enquiries related to this RFQ are to be directed by email to:

Name: Lori McNee
Title: Director of Finance
Village of Valemount
Email: dof@valemount.ca

b. Questions will be answered if time permits. Enquiries and responses will be recorded and may be distributed to all applicants at the Village’s option.

2. Schedule

a. July 10, 2018	RFQ issued
b. July 31, 2018	RFQ deadline
c. Aug 1-8, 2018	RFQ review
d. Aug 14, 2018	RFQ selected by Council
e. Aug 15, 2018	Successful applicant notified

3. Quotes received after the closing time will not be accepted.

4. All Quotes and subsequent information or material received shall become the property of the Village of Valemount and will not be returned. The Quotes will be held in confidence by the Village subject to the provisions of the Freedom of Information and Protection Privacy Act (FOIPPA) of British Columbia.

5. Quotes should be executed by an authorized signatory of the applicant.
6. Quotes may be withdrawn by written request only, to the Director of Finance at any time prior to the scheduled closing time.
7. Quotes remain valid, and may not be withdrawn, for the period of thirty (30) days following the date for submission of Quotes.
8. Submission of a Quote by an applicant and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any applicant or project. The Village is under no obligation to award a Contract as a result of this RFQ and reserves the right to terminate this RFQ process at any time.
9. The Village will not accept any responsibility for costs incurred by any applicant in responding to this RFQ, including the provision of any additional material or attendance at any meeting. Applicants will be solely responsible for any and all costs and expenses.
10. The Village and its representatives, agents, consultants and advisors will not be liable to any applicant, or any firm, corporation or individual member of an applicant, for claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the applicant, or any firm, corporation, or individual member of a applicant, in preparing and submitting a Quote, or participating in the RFQ process or negotiations for the agreement, or any activity related to or arising out of this RFQ.
11. The RFQ and successful applicant's response may form part of any Contract entered into.
12. Any information acquired about the Village by an applicant during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of the RFQ process.
13. The applicant, including all firm, corporation, or individual members of a applicant, will promptly disclose to the Village any potential conflict of interest and existing business relationships they may have with the Village or evaluation committee. The Village reserves the right to disqualify any applicant.
14. Any dispute arising from this RFQ, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
15. The highest rated, lowest priced, or any Quote will not necessarily be accepted. The Contracting agency reserves the right to decide upon the order of treatment.

16. Village requires that applicant have:

- Current Village of Valemount Business License
- Current copy of Contractor's Commercial General Liability Insurance providing for an inclusive limit of not less than two million dollars (\$2,000,000)

D. APPLICANT COMMITMENT

This section to be completed by applicant:

Provided that this Quote is accepted within sixty (60) calendar days from the closing date, the undersigned agrees, on behalf of the company named below, to supply the goods and services listed at the prices Quote, under the terms and conditions set forth in this RFQ document, the applicant's Quote, any and all addendum, which shall together form the agreement. This Quote is valid and enforceable for a period of not less than sixty (60) days following the closing date. In accordance with the terms, conditions, instructions, and specifications the undersigned agrees to supply products and services at the prices Quote. The statements made in this Quote are correct and truthful representations. If selected, I/We shall negotiate in good faith with the Contracting Agency.

Name of Company/Contractor: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number: _____ Email: _____

Quote Costs

Resurfacing Asphalt 7,720 meters x 50mm \$ _____

New Asphalt 1,400 meters x 0mcm \$ _____

Taxes \$ _____

Total \$ _____

Estimated Completion Date: _____

Similar Projects: _____

Signature of Signing Officer: _____

Name of Signing Officer: _____

Title of Signing Officer: _____

Date: _____

PART 2: ADMINISTRATION

A. GENERAL TERMS AND CONDITIONS:

1. **Village Representative:** Only the Director or Finance for the Village of Valemount (the “Village’s Representative”) is authorized to communicate and otherwise deal with Applicants, and all Applicants must communicate and otherwise deal with that person only. Contact with any other person, including officers or employees of the Village regarding this RFQ or the Applicants’ submissions may result in a Quote being removed from consideration.
2. **Applicant Inquiries and RFQ Clarification:** All questions about the contents of this RFQ, or about any matters relating to it (including as to any clarification, errors or omissions of or in this RFQ), must be directed by email or by phone to the Village’s Representative at the email address noted on the Summary of Key Information on page 2 of this RFQ. Information obtained from any other source is not official and may not be accurate. The Village’s Representative will answer all questions by email.
3. **Right to Cancel RFQ and/or to Accept Quotes:** This RFQ is solely a request for Quotes for the provision of the outlined services. It is not an invitation for tenders, an offer to Contract, or an invitation for offers capable of acceptance to create a Contract. Submission of a Quote by any Applicant and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Applicant.

No Contractual or other legal obligations or relations between the Village and any other person can or will be created prior to the termination of this RFQ process, or otherwise, except in a written Contract executed by two authorized signatories of the Village under the authority of an express resolution of the Council of the Village of Valemount.

The Village is entitled to cancel this RFQ at any time by addendum issued to the Applicants, without liability for any loss, damage, cost or expense incurred or suffered by any Applicant as a result of that cancellation.

In considering any Quotes delivered in response to this RFQ, the Village reserves the absolute and unfettered discretion to do any one or more of the following:

- a) Determine whether any Quotes satisfactorily meet the evaluation criteria set out in this RFQ;
- b) Accept or reject any Quote that fails to comply with the requirements set out in this RFQ for the content of Quotes;
- c) Require clarification after the dates and times set out in this RFQ from any one or more of the Applicants in respect of Quotes submitted;
- d) Assess Quotes as it sees fit, without in any way being obliged to select any Quote or Applicant;
- e) Assess and select Quotes as it sees fit, without in any way being obliged to select the Quote or Applicant that offers the lowest price or cost;
- f) Communicate with, meet with, or negotiate with any one or more of the Applicants respecting their Quotes or any aspects of the services outlined herein;

- g) Reject any or all Quotes with or without cause, whether according to the evaluation criteria or otherwise; or
 - h) Request further information from the marketplace or pursue other options.
4. **Confidentiality of Quotes:** The Village will receive all Quotes submitted in response to this RFQ in confidence, including for the purposes of section 21 of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 (FOIPPA). However, because of the right of access to records created by that Act, the Village cannot and does not guarantee that information contained in any Quotes will remain confidential if a request for access in respect of any Quote is made under the Act.

If an Applicant considers that any part of its Quote is proprietary, including by reason of its being copyright, the Quote must clearly identify those portions of it that are considered proprietary.

5. **No Collusion:** Applicants must not communicate, directly or indirectly, with any other Applicants (including through any employees, agents or Contractors) regarding the preparation, content or submission of separate individual Quotes. Each Quote must be submitted without any collusion, or knowledge, in the preparation of or about any other Quote. Submission of a Quote to the Village is deemed to be a representation and warranty by the Applicant submitting that Quote that it has complied with this paragraph. If the Village determines that an Applicant has violated this paragraph, the Village may disqualify that Applicant and reject its Quote as being invalid.
6. **Waiver of Liability for Errors:** The Village has used considerable efforts to ensure an accurate representation of information in this RFQ. However, the Village accepts no responsibility for the accuracy or completeness of this RFQ (including any schedules, appendices or addenda) and no representation or warranty, express or implied, is made or given by the Village with respect to the accuracy or completeness of the RFQ (including any schedules, appendices or addenda).
7. **Applicant's Risk and Warranty:** Each applicant is solely responsible for the risk and cost of preparing and submitting its Quote in response to this RFQ and neither the Village nor its officials, employees or consultants (including the Village's Representative/s) are liable for the cost of doing so or obliged to remunerate or reimburse any Applicant for that cost. The sole risk, responsibility and liability connected with reliance by any Applicant or any other person on this RFQ is that of each applicant. Each Applicant is responsible for obtaining its own independent financial, legal, accounting, or other advice with respect to the contents of this RFQ.

By submitting a Quote to the Village, each Applicant represents and warrants to the Village that the information in its Quote is, to the best of the Applicant's knowledge, accurate and complete.

8. **Confidentiality of Village Information:** This RFQ is the property of the Village and is not to be copied or distributed without prior approval of the Village Representative.

Any information acquired about the Village by an applicant during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of this RFQ process. The awarding of any Contract or the reaching of any agreement for Daycare Renovations for the Village of Valemount will not permit any Applicant to advertise a relationship with the Village without the Village's prior authorization.

B. SUBMISSION OF QUOTES

- 1. Final Time and Date for Receipt of Quotes:** Quotes must in the form of PDF copies and must be received by email by the Village before **12:00 PM local time, on Friday, July 31, 2018.**
Any Quotes not received before the time and date specified will be rejected as being invalid. All Quotes and subsequent information or material received shall become the property of the Village. The Village reserves the right to make copies of the Quotes for use during the selection process only.
- 2. Submission Format:** All Quotes must be submitted in the format outlined in Sections D, of this RFQ. The Village will accept **only PDF submissions** which should be delivered to the Village office by email addressed to: Lori McNee, director of Finance, email: dof@valemount.ca . Submissions should be **clearly state** the full name and address of the Applicant, the RFQ title, and the closing date and time noted on page 1 of this RFQ.
- 3. No Amendments to Quotes after Submission Deadline:** A Applicant shall not be permitted to change the wording or contents of a Quote after the submission deadline, unless requested to do so by the Village for the purpose of clarification.
- 4. Withdrawal of Quotes:** Any Applicant may withdraw its Quote, either personally or by written request to the Village Representative, at any time prior to the scheduled closing date and time noted on page 1 of this RFQ.

C. EVALUATION

The Village will evaluate Quotes based upon but not limited to, the following:

- Quote Price
- Similar Projects
- Experience and qualifications
- Completion Date

The Village reserves the right to seek Quote clarification with the Applicant to assist in making evaluations. Quotes will be reviewed and evaluated by a selection committee consisting of the Director of Finance and Public Works Superintendent. During the evaluation process any or all of the applicants may be invited to give a written or oral presentation and/or participate in interviews with the RFQ selection committee.

- 1. Negotiation with Preferred Applicant:** The Village will select one Preferred Applicant as a result of this RFQ process, and will enter into negotiations with the Preferred Applicant in an attempt to settle on an agreement necessary to implement the services generally described in this RFQ. Applicants must commit to negotiate in good faith with the Village if chosen as a Preferred Applicant.
- 2. Recommendation to Village Council:** Following the conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to the Village Council with regard to the Contract(s) for the Village of Valemount Daycare Renovations.

3. **Contract for Services:** The Village may, at its sole discretion and following any recommendation to, and direction provided by, Village Council, enter into a written Contract with any one of the Applicants for the provision of the services generally described in this RFQ. There shall be no agreement, and no Applicant shall acquire any legal or equitable rights or privileges with respect to this RFQ or the services in question, until such a written Contract is duly executed by the signing authorities of the Applicant, and of the Village. Any response to this RFQ may become part of any Contract entered into with a successful applicant.
4. **Term of Contract:** Any Contract for service, which results from this RFQ process shall be effective from the date of commencement specified in the Contract and shall continue subject to the terms and conditions of the Contract. Such terms and conditions may include provisions for the extension, upon mutual agreement between the Village and the Contractor, of the term of the Contract.
5. **Budgetary Approval:** Any Contract for service, which results from this RFQ process, shall be subject to budgetary approval by the Village Council.
6. **Compliance with Laws:** Neither the acceptance of any Quote submitted pursuant to this RFQ, nor the execution of any agreement for the provision of the service(s), as generally described in this RFQ, is an explicit or implicit approval or waiver of the requirement of or for any permits, licences, fees, taxes or other legal requirements that would ordinarily be required for the implementation or operation of the service. An Applicant or Contractor is solely responsible for complying with all applicable Federal, Provincial or Municipal legal requirements.
7. **Insurance Requirements:** Any Contract for service, which results from this RFQ process, will also include a term requiring the Contractor(s) to, insofar as is legally permissible and not covered by the insurance noted above, indemnify and hold harmless the Village, its officers and employees, from any and all liability arising out of the Contractor's performance or non-performance of the terms of the Contract or out of the provision of the service generally.
8. **Acting in Conflict:** Any Contract for service, which results from this RFQ process, will include a term prohibiting the Contractor(s) from acting for any party whose interests are in conflict with those of the Village, unless specific prior waiver of that term has been given by the Village in each instance.

D. NEGOTIATIONS AND CONTRACT AWARD

1. Awards will be made based on the best value offered and the best value will be determined by the Village.
2. The Village shall not be obligated in any manner to any Applicant whatsoever until a written agreement has been duly executed relating to an approved Quote.
3. No act of the Village other than a notice in writing shall constitute an acceptance of a Quote. Such acceptance shall bind the successful Applicant to execute in a manner satisfactory to the Village.
4. The Village reserves the right to negotiate with a preferred Applicant, or any Applicant, on any details, including changes to specification and price. If specifications require significant

modification, all Applicants shall have the opportunity to adjust their Quotes or re-submit altogether, as determined by the Village.

5. After selection of a preferred Applicant and the finalization of any required negotiations, signing of Contract documents and the awarding of a Contract will be made by the Director of Finance. If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Applicant, the Village may, at its sole discretion at any time thereafter, terminate negotiations with that Applicant and either negotiate a Contract with the next qualified Quote or choose to terminate the RFQ process and not enter into a Contract with any of the Applicants.