



# VILLAGE OF VALEMOUNT

*Let the mountains move you*

## **REQUEST FOR TENDERS**

### **Village of Valemount Municipal Paving & Hot Mix Asphalt Patching**

The Village of Valemount is seeking Tenders from qualified contractors to provide Contract Services as outlined in Section B of this RFT

**ISSUE DATE:** May 8, 2019

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

“Municipal Paving & Hot Asphalt Patching RFT Response”

**CLOSING DATE:** Tuesday, May 21, 2019

**CLOSING Time:** 12:00 PM (noon)

**SUMMARY OF KEY INFORMATION**

Request for Tenders for  
Municipal Paving & Hot Asphalt Patching

For the Village of Valemount

**VILLAGE'S REPRESENTATIVE:**

Lori McNee, Director of Finance

[dof@valemount.ca](mailto:dof@valemount.ca)

Tel: 250-566-4435

**FINAL TIME AND DATE FOR RECEIPT OF TENDERS:**

12:00 p.m. local time, Tuesday, May 21, 2019

**ADDRESS FOR TENDER SUBMISSIONS:**

Lori McNee, Director of Finance

[dof@valemount.ca](mailto:dof@valemount.ca)

Village of Valemount

Box 168

735 Cranberry Lake Rd.

Valemount, B.C. V0E 2Z0

[dof@valemount.ca](mailto:dof@valemount.ca)

**Proponents must read the entire RFT document for full details and requirements.**

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

## **PART 1: TENDER DETAILS**

### **A. PURPOSE AND BACKGROUND**

The purpose of this Request for Tender (RFT) is to solicit the best overall Tender(s) for the Municipal Paving and Hot Asphalt Patching for the Village of Valemount (the “Village”). This is NOT a Tender call. Any Tenders submitted pursuant to this RFT 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 Proponent(s) with whom the Village may negotiate a contract for the provision of the services.

### **B. DESCRIPTION OF SERVICES**

#### **Paving**

To provide all related equipment, labour and materials to prepare and re-pave at various locations throughout the Village - approximately 870 square meters of road with roller compacted hot mix asphalt concrete paving, 50 mm thick.

#### **Hot Mix Asphalt Patching**

To provide all related equipment, labour & materials to prepare and repave approximately 1,140 square metres of patches and utility cuts with compacted hot mix asphalt concrete paving, 50 mm thick. Hand work may be required.

Refer to the Scope of Work / Specifications in Schedule “A” for further details.

### **C. INSTRUCTIONS, TERMS AND CONDITIONS**

1. The following terms and conditions will apply to this RFT, submission of a Tender indicates acceptance of all the terms that follow, and any that are included in any addenda issued by the Village. Provisions in submitted Tenders that contradict any of the terms of this RFT will be treated as if they were not written and do not exist.
  - a. All enquiries related to this RQP are to be directed by email to:
    - i. Name: Lori McNee
    - ii. Title: Director of Finance
    - iii. Village of Valemount
    - iv. Email: dof@valemount.ca
  - b. Questions will be answered if time permits. Enquiries and responses will be recorded and may be distributed to all proponents at the Village’s option.
2. Tenders received after the closing time will not be accepted.
3. All Tenders and subsequent information or material received shall become the property of the Village of Valemount and will not be returned. The Tenders 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.

4. Tenders should be executed by an authorized signatory of the proponent.
5. Tenders may be withdrawn by written request only, to the Director of Finance at any time prior to the scheduled closing time.
6. Tenders remain valid, and may not be withdrawn, for the period of sixty (60) days following the date for submission of Tenders.
7. Submission of a Tender by a proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any proponent or project. The Village is under no obligation to award a contract as a result of this RFT and reserves the right to terminate this RFT process at any time.
8. The Village will not accept any responsibility for costs incurred by any proponent in responding to this RFT, including the provision of any additional material or attendance at any meeting. Proponents will be solely responsible for any and all costs and expenses.
9. The Village and its representatives, agents, consultants and advisors will not be liable to any proponent, or any firm, corporation or individual member of a proponent, for claims, whether for costs, expenses, loss or damages, or loss of anticipated profits, or any matter whatsoever, suffered or incurred by the proponent, or any firm, corporation, or individual member of a proponent, in preparing and submitting a Tender, or participating in the RFT process or negotiations for the agreement, or any activity related to or arising out of this RFT.
10. The RFT and successful proponent's response may form part of any contract entered into.
11. Any information acquired about the Village by a proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of the RFT process.
12. The proponent, including all firm, corporation, or individual members of a proponent, 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 proponent.
13. Any dispute arising from this RFT, or subsequent agreement, will be resolved according to the laws of the Province of British Columbia.
14. The highest rated, lowest priced, or any Tender will not necessarily be accepted. The Contracting agency reserves the right to decide upon the order of treatment.

## **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 Proponents, and all Proponents must communicate and otherwise deal with that person only. Contact with any other person, including officers or employees of the Village regarding this RFT or the Proponents’ submissions may result in a Tender being removed from consideration.
2. **Proponent Inquiries and RFT Clarification:** All questions about the contents of this RFT, or about any matters relating to it (including as to any clarification, errors or omissions of or in this RFT), 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 RFT. 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 RFT and/or to Accept Tenders:** This RFT is solely a request for Tenders 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 Tender by any Proponent and its subsequent receipt by the Village does not represent a commitment on the part of the Village to proceed further with any Proponent.

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 RFT 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 RFT at any time by addendum issued to the Proponents, without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

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

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

- g. Reject any or all Tenders 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 Tenders:** The Village will receive all Tenders submitted in response to this RFT 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 Tenders will remain confidential if a request for access in respect of any tender is made under the Act.

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

5. **No Collusion:** Proponents must not communicate, directly or indirectly, with any other Proponents (including through any employees, agents or contractors) regarding the preparation, content or submission of separate individual Tenders. Each Tender must be submitted without any collusion, or knowledge, in the preparation of or about any other Tender. Submission of a Tender to the Village is deemed to be a representation and warranty by the Proponent submitting that tender that it has complied with this paragraph. If the Village determines that a Proponent has violated this paragraph, the Village may disqualify that Proponent and reject its Tender as being invalid.

6. **Waiver of Liability for Errors:** The Village has used considerable efforts to ensure an accurate representation of information in this RFT. However, the Village accepts no responsibility for the accuracy or completeness of this RFT (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 RFT (including any schedules, appendices or addenda).

7. **Proponent's Risk and Warranty:** Each proponent is solely responsible for the risk and cost of preparing and submitting its Tender in response to this RFT 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 Proponent for that cost. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFT is that of each proponent. Each Proponent is responsible for obtaining its own independent financial, legal, accounting, or other advice with respect to the contents of this RFT.

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

8. **Confidentiality of Village Information:** This RFT is the property of the Village and is not to be copied or distributed without prior approval of the Village Representative referred to in subsection 1 of Section A, of Part 2, above.

Any information acquired about the Village by a proponent during this process must not be disclosed unless authorized by the Village, and this obligation will survive the termination of this RFT process. The awarding of any contract or the reaching of any agreement for the replacement of the Community Hall accessible ramp for the Village of Valemount will not permit any Proponent to advertise a relationship with the Village without the Village's prior authorization.

9. **Permits, Notices, Law & Rules:** The Contractor shall apply and pay for all necessary permits or licenses, including **Village of Valemount Business License**, required for the execution of the work. The Contractor shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.
10. **Safety:** The Contractor shall be solely and completely responsible for the overall safety program on the work site during the performance of the work, to ensure the safety of all persons at the work site, the physical facilities and buildings existing and under construction; and, to safely coordinate all activities on the work site. This requirement shall apply continuously and not be limited to normal working hours.
- The Contractor shall observe and enforce all safety measures required by Workers Compensation Act of British Columbia and attendant regulations, the safety requirements of the Owner and all applicable statutes. In the event of discrepancy between such provisions, the most stringent provision will apply.
- The Contractor shall investigate thoroughly the nature and conditions of the project as well as the requirements of the job procedures and should be prepared to , if warranted, implement a more comprehensive safety program than is required by the WorkSafeBC OHS Regulations.
- The Contractor shall develop and be responsible to maintain a project-specific work site safety program, tailored specifically to the work of the Contract, and shall be acceptable in all respects to WorkSafeBC.
- The Contractor shall make itself, its employees, subcontractors, suppliers, the Owner, the engineer and all others that the Contractor brings to the work site aware of the safety and security rules, regulations and requirements in effect at the work site.
- The Contractor shall provide site safety orientation for all Contractor and subcontractor employees and visitors to the site. This presentation must be made before their work commences or an appropriately trained worker must escort them.
- The Contractor shall be proactive in its approach towards safety and shall anticipate problems, correcting situations before they occur. The Contractor shall have a means of inspecting the work site to ensure all personnel meet or exceed the minimum safety requirements, all unsafe conditions are corrected immediately, and proper discipline is enforced. A lax attitude towards safety will not be tolerated on the work site.
11. **No Assignment or Sub-Letting of Contract Without Consent:** The Contractor shall not assign, sub-let or let out as task work, any part of the work without first having had and obtained the consent in writing of the Owner, which consent the Owner may withhold in its absolute discretion. If the Owner should consent to any such assignment, sub- letting or letting out as task work of all or any part of the work, the Contractor shall by reason thereof, be in no way relieved from their responsibility for the fulfilment of said work, but shall continue to be responsible for the same in the same manner as if the said work had been performed by the Contractor themself.
12. **Public Liability & Property Damage Insurance:** The Contractor shall provide, at the time of request, certificates of insurance as outlined below:

Forthwith, the Contractor shall obtain and maintain in force during the period of service, and company a policy of insurance acceptable to and approved in writing by the Owner, the following insurance with limits on an occurrence basis not less than those shown in respective items following:

**Provision of Goods and Services**

- a. Commercial general liability insurance providing coverage not less than five million (\$5,000,000.00) dollars each occurrence, all-inclusive against liability for bodily injury, death or property damage on an occurrence basis The insurance shall include coverage for:
  - i. Premises and Operations Liability;
  - ii. Products and Completed Operations Liability (24 months after completion);
  - iii. Blanket Contractual Liability;
  - iv. Cross Liability;
  - v. Contingent Employers Liability;
  - vi. Personal Injury Liability
  - vii. Shoring, Blasting, Excavating, Underpinning, Demolition, Pile driving and Caisson Work, Work below Ground Surface, Tunneling and Grading, as applicable;
  - viii. Broad Form Property Damage
  - ix. Tenants Legal Liability (\$1,000,000)
  - x. Forest Fire Fighting Expense (\$250,000)
  - xi. Non-owned Auto Liability(\$5,000,000)
  - xii. Sudden and Accidental Pollution (\$1,000,000)
- b. Automobile insurance for public liability and property damage providing coverage not less than five million (\$5,000,000.00) dollars each occurrence, all-inclusive on owned vehicles.
- c. Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Owner shall not be liable for any loss or damage to Contractor's equipment including loss of use thereof.
- d. The deductible or reimbursement for any policy required under this section shall not exceed five thousand dollars (\$5,000.00) per claim.  
The Contractor and/or his subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies of coverage/insurance.
- e. Claims Handling – The Contractor shall be responsible for the prompt investigation, settlement and payment to claimants for the deductible portion of all insured losses up to a maximum of five thousand dollars (\$5,000.00) per claim or occurrence until or unless advised otherwise.  
The Contractor shall establish a claims and incident reporting procedure with the Owner for all claims and take directions from the Owner or Insurers on any claims for damage, injury or infringement that are likely to exceed five thousand dollars (\$5,000.00) per claim or occurrence".  
The General Contractor shall report all incidents of injury, including death, and or property damage occurring during their work activities and/or operations to the Owner as soon as practical after the accident or incident. The General Contractor must

submit a copy of the accident or incident report to the Owner immediately upon completion.

The General Contractor shall cooperate and assist the Owner if further investigation of the accident or incident is deemed necessary. Any failure of any Insurer to pay any claim will in no way absolve the Contractor from its responsibilities and liability under the contract. The agreement of the Owner to maintain insurance under the contract is not deemed to extend or affect the obligation or liability of the Owner to the contractor. Further the city will not reimburse the contractor for their time spent with the claims process.

- f. The “**Village of Valemount**” shall be named as the additional insured in the commercial general liability policy. It is the responsibility of the Contractor to ensure that each subcontractor complies with the same insurance conditions as the Contractor. Each policy shall provide that no cancellation or material change reducing or restricting coverage in the policy shall become effective until after thirty (30) days’ notice of such cancellation or change shall have been given to the Owner by registered mail, and the Contractor will upon demand of the Owner deliver over to the Owner all such policy or policies of insurance and the receipt for payment of premium thereon; and should the Contractor neglect so to obtain and/or maintain in force any such insurance as aforesaid or delivery such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and/or maintain such insurance, and the Contractor hereby appoints the Owner his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Owner for insurance premiums under the provisions of this clause shall be charged to the Contractor.

The insurer and the insured consultant shall provide written notice to be delivered by hand, or sent by registered mail to the Owner at least thirty (30) days in advance of the activation date of any proposed cancellation, change or amendment restricting coverage under this policy.

## B. SUBMISSION OF TENDERS

1. **Final Time and Date for Receipt of Tenders:** Tenders must in the form of PDF copies and must be received by email by the Village before **12:00 p.m. local time, on Friday, May 21, 2019.** Any Tenders not received before the time and date specified will be rejected as being invalid. All Tenders and subsequent information or material received shall become the property of the Village. The Village reserves the right to make copies of the Tenders for use during the selection process only.
2. **Submission Format:** All Tenders must be submitted in the format outlined in Sections F, of Part 1 of this RFT. 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](mailto:dof@valemount.ca) . Submissions should be **clearly state** the full name and address of the Proponent, the RFT title, and the closing date and time noted on page 1 of this RFT.
3. **No Amendments to Tenders after Submission Deadline:** A Proponent shall not be permitted to change the wording or contents of a Tender after the submission deadline, unless requested to do so by the Village for the purpose of clarification.
4. **Withdrawal of Tenders:** Any Proponent may withdraw its Tender, 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 RFT.

## C. SPECIFICATIONS AND REQUIREMENTS

### 1. **Paving**

- a. Mechanical specifications and asphalt mix design are in accordance with industry and MMCD (Master Municipal Construction Documents) standards unless stated otherwise.
- b. The Contractor shall notify the Owner forty-eight (48) hours prior to commencing and completing any work.
- c. The Contractor is responsible for all mobilization, de-mobilization, traffic control and safety.
- d. To minimize mobilization, the Owner, in agreement with the Contractor shall arrange a suitable volume of work for specified dates.
- e. Ensure that all permanent patching done by handwork conforms to all standards specified for machine placed asphalt.
- f. responsible for saw cutting, excavation, removal and disposal of waste materials, as well as supply, placing, compacting, and setting of level course.
- g. Where new asphalt is tied into existing asphalt it must meet at a clean cut made with an asphalt cutting machine. All edges, including curb faces and milled surfaces must be tack coated.
- h. The Contractor shall adjust manholes, valve boxes, catch basin frames, or any other surface that will be in contact with new pavement and make sure these surfaces are tack coated.
- i. Ensure all loose material and debris including delaminated layers of asphalt are removed prior to tack coat and ensure sufficient overlap (50mm).

## **2. Patching**

- a. Technical specifications and asphalt mix are in accordance with the MMCD (Master Municipal Construction Documents) unless stated otherwise.
- b. The Contractor shall notify the Owner forty-eight (48) hours prior to commencing and completing any work.
- c. The Contractor shall respond within a maximum of thirty (30) days whenever requested to do so.
- d. The Contractor is responsible for all mobilization, de-mobilization, traffic control and safety.
- e. Patches may have to be placed by hand.
- f. Ensure pavement patching done by hand work conforms to all standards specified for machine placed asphalt.
- g. The compaction equipment used must be capable of obtaining required densities on the project.
- h. To minimize mobilization, the Owner, in agreement with the Contractor shall arrange a suitable volume of work for specified dates.
- i. Contractor responsible for saw cutting, removal and disposal of waste material, as well as supply, placing, compacting, and setting of level course.
- j. Where new asphalt is tied into existing asphalt, it must meet at a clean cut made with an asphalt cutting machine. All edges, including curb faces and milled surfaces must be tack coated.
- k. Contractor shall adjust all valve boxes, manholes, catch basin frames, or any other surface that will be in contact with the new pavement, and make sure that these surfaces are tack coated,
- l. Ensure all loose material and debris including delaminated layers of asphalt are removed prior to tack coat and ensure sufficient overlap (approx. 50mm).
- m. Crack sealing to be accomplished with hot rubberized sealant in clean, prepared cracks, applied at the manufacturers recommended temperature, maintaining optimal overlap of 2-3mm.
- n. Contractor responsible for complete disposal of all old pavement and material surplus to the job site, unless directed otherwise by the Owner.
- o. Most sections requiring patching have been filled with 19mm road gravel and/or cold mix.
- p. The Contractor will be required to remove required amount, prepare & compact as required, and haul excess material to a designated Owner storage location.

## **3. Clean Up And Removal Of Obstruction**

- a. The Contractor shall remove all obstructions which arise or be found during the execution of the work and shall repair, restore, or make good all places and things disturbed, and shall clear away from the site of the work all rubbish as it accumulates, and shall at the completion of the work leave the work and the site thereof in a clean and presentable condition, free from all obstruction and ready for use by the Owner to the satisfaction of the Owner, and shall if so requested by the

Owner, remove and dispose of all plant, articles, loose materials and every other matter brought on the site of the work by the Contractor in the time and matter contained in the Owners request; and if the Contractor shall refuse or neglect to comply with the terms of the said request within the time and manner mentioned in the said request to the satisfaction of the Owner, then the Owner may itself, or by employment of some other person, fulfil the terms of the said request. The terms of this Contract shall not be deemed to have been fulfilled unless the provisions of this clause have been complied with. If the Owner itself or by the employment of some other person performs the Contractor's work thereunder, in the manner aforesaid, all expense therewith shall be charged to the Contractor.

- b. The Contractor is responsible for the complete disposal of material surplus to the job site unless directed by the Owner to stockpile surplus material elsewhere. All costs associated with this disposal are the responsibility of the Contractor.
- c. Milling includes the cost of mobilization, demobilization, demonstration milling test sections and disposal off-site or to delivery to another site within the City as specified. Unless specified otherwise, the millings are the property of the Owner.

4. **Public Convenience and Access:** The Contractor shall conduct their operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business and residences adjacent to the work. No greater quantity of work shall be under construction at any one time than can be properly conducted with due regard for the rights of the public. Where existing streets are not available as detours, all traffic shall be permitted to pass through the work with as little inconvenience and delay as possible, unless otherwise provided or authorized. During all phases of the construction work, the Contractor shall take precautions to abate dust nuisance by clean up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory to the Owner. Contractor shall hand deliver notices to residents where access is affected, a minimum of 48 hours in advanced of proposed road and/or sidewalk closures, explaining details of the work, start dates, end dates, and details of traffic disruption.

5. **Street Closures, Detours, Barricades**

- a. During the progress of the work, adequate provision shall be made by the Contractor to accommodate the normal traffic along streets and highways immediately adjacent to or crossing the work so as to cause a minimum of inconvenience to the general public.
- b. The Contractor shall give due notice to local police and fire departments prior to beginning construction and shall co-operate with said departments in complying with their requirements pertaining to emergency vehicles and equipment.
- c. the Contractor shall comply with the requirements of the Owner or Provincial Authorities concerned, in regard to their requirements for closure of streets; the providing of barriers, guards, lights, temporary bridges, flagmen and watchmen; and the posting of proper notices or signals to the public regarding detours and the conditions of

the work under construction, so as to effectively guard the public from danger as a result of the work being done under the contract. The Contractor shall fully comply with such requirements. The Contractor shall also be held responsible for compliance with any additional requirements as may arise during the progress of the work. All costs involved in respect to the above requirements will be considered as included in the prices bid for the various items or work.

- d. On all roads, every attempt must be explored to maintain access to any and all local residences and businesses. In extraordinary circumstances complete road closures may be permitted through prior consultation with the Owner.

#### D. EVALUATION

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

- Cost
- Timeframe
- Experience

The Village reserves the right to seek Tender clarification with the Proponent to assist in making evaluations. Tenders will be reviewed and evaluated by a selection committee consisting of the Director of Finance and Public Works Superintendent.

1. **Negotiation with Preferred Proponent:** The Village will select one Preferred Proponent as a result of this RFT process, and will enter into negotiations with the Preferred Proponent in an attempt to settle on an agreement necessary to implement the services generally described in this RFT. Proponents must commit to negotiate in good faith with the Village if chosen as a Preferred Proponent.
2. **Recommendation to Village Council:** Following the conclusion of the evaluation process and any resulting negotiations, the Evaluation Committee will make a recommendation to Village Council with regard to the contract(s) for Municipal Line Painting for the Village of Valemount.
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 Proponents for the provision of the services generally described in this RFT. There shall be no agreement, and no Proponent shall acquire any legal or equitable rights or privileges with respect to this RFT or the services in question, until such a written contract is duly executed by the signing authorities of the Proponent, and of the Village. Any response to this RFT may become part of any contract entered into with a successful proponent.
4. **Term of Contract:** Any contract for service, which results from this RFT 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 RFT process, shall be subject to budgetary approval by the Village Council.

6. **Compliance with Laws:** Neither the acceptance of any Tender submitted pursuant to this RFT, nor the execution of any agreement for the provision of the service(s), as generally described in this RFT, 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. A Proponent 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 RFT 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 RFT 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.

E. 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 Proponent whatsoever until a written agreement has been duly executed relating to an approved Tender.
3. No act of the Village other than a notice in writing shall constitute an acceptance of a Tender. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Village.
4. The Village reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specification and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Tenders or re-submit altogether, as determined by the Village.
5. After selection of a preferred Proponent 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 Proponent, the Village may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Tender or choose to terminate the RFT process and not enter into a Contract with any of the Proponents.

**ATTACHMENT "A"**  
**RFT FORMS**

Submit the following documents as listed below:

**Checklist**

- Form 1 - Form of Tender
- Form 2 - Bid sheet
- Form 3 - List of equipment and senior personnel
- Form 4 - Work schedule  
A construction schedule showing Substantial Completion by the date or within the duration
- Form 5 - Comparable work experience  
A list of previous comparable work, including a brief description of the work, approximate contract value and references with phone numbers
- Form 6 - A complete list of subcontractors that the Bidder will use for the work including full names

## Form 1 - Form of Tender

Bids shall be open for acceptance for a period of sixty (60) days from the Closing Time of this Tender.

If within this period the Owner delivers a Notice of Award by which the Owner accepts our Bid Submission we will:

- a. Within 15 calendar days of receipt of the notice of award deliver to the Owner:
  - i. A performance bond and a labour and material payment bond each in the amount of 50% of the contract price, covering the performance of the work, including the Contractor's obligations during the maintenance period, issued by a surety licensed to carry on the business of suretyship in the Province of British Columbia and in the form acceptable to the Owner
  - ii. A "clearance letter" indicating the Bidder is in WorkSafeBC compliance
  - iii. A copy of the insurance certificate referencing coverages as specified in Section 2.20 indicating that all such insurance coverage is in place
  - iv. Proof Village of Valemount Business Licence payment
- b. Upon receipt and acceptance by the Owner of the aforementioned documents, a Contract will be sent to the successful Contractor, who will be required to sign and return the Contract documents to the Owner within 7 calendar days of receipt.

We agree that if we receive written notice of award and do not adhere to the requirements above, we:

- a. fail or refuse to deliver the documents as specified, or;
- b. fail or refuse to commence the work as required by the notice to proceed, then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Owner may, on written notice to us, award the Contract to another party.
- c. agree that, as full compensation on account of damages suffered by the Owner because of such failure or refusal, the bid security shall be forfeited to the Owner an amount equal to the lesser of:
  - i. The face value of the bid security
  - ii. The amount by which our tender price is less than the amount for which the Owner contracts with another party to perform the Work.

### Security

"I enclose herewith a bid bond, made out to Village of Valemount in the amount of ten percent (10%) of the Bid Submission issued by a company authorized to transact business in the Province of British Columbia, as well as an undertaking of a guarantee or surety company for Performance and Labour/Material Bond".

**Form 1 continued...**

By way of submission, we acknowledge that we have received and carefully reviewed all of the RFT documents, including all posted addenda. Accordingly, we agree to perform and complete the requirements of this tender for the price provided.

Our address is as follows: \_\_\_\_\_

\_\_\_\_\_

Telephone No \_\_\_\_\_ E-Mail Address \_\_\_\_\_

WCB Registration No \_\_\_\_\_

This submission is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
**Full Legal Name of Bidder**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Printed Name of Signatory**

**\*Document must be signed or the Bid Submission will be rendered non-compliant\***

**Form 2 - Bid Sheet**

In accordance with the RFT requirements and specifications, which I/we have carefully examined, the undersigned hereby submits a firm price to perform the work required for the sum as noted below:

The tender price to complete all of the work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*. GST shall be shown separately on the row provided therefor.

<b>PAVING</b>					
(a) Item	(b) Estimated Qty	(c) Unit	(d) Description	(e) Unit Price	(f) Extension f = b*e
			Supply, place and compact 50mm Hit Mix Asphalt <b>MMCD Spec. Ref.</b> 01570 - Traffic Regulations 02512 - Hot Mix Asphalt 02520 - Roller Compacted		
1.	176	m2	Juniper St	\$ /m <sup>2</sup>	\$
2.	570	m2	Larch St	\$ /m <sup>2</sup>	\$
3.	24	m2	Cranberry Trailer Park	\$ /m <sup>2</sup>	\$
4.	100	m2	18 <sup>th</sup> Ave	\$ /m <sup>2</sup>	\$
<b>New Paving Subtotal</b>					\$
<b>Tax</b>					\$
<b>Paving Total (Canadian Funds)</b>					\$

**NOTE: Estimated quantities only. Dependent on a number of factors, the paving program may or may not proceed in entirety. The Owner reserves the right to increase or decrease the various quantities without adjustment to the unit price.**

Form 2 – Bid Sheet continued...

<b>OVERLAY</b>					
(a) Item	(b) Estimated Qty	(c) Unit	(d) Description	(e) Unit Price	(f) Extension f = b*e
			Supply, place and compact 50mm Hit Mix Asphalt <b>MMCD Spec. Ref.</b> 01570 - Traffic Regulations 02512 - Hot Mix Asphalt 02520 - Roller Compacted		
1.	805	m2	Railway Road	\$ /m <sup>2</sup>	\$
2.	335	m2	Ash St	\$ /m <sup>2</sup>	\$
<b>Overlay Patching Subtotal</b>					\$
<b>Tax</b>					\$
<b>Overlay Patching Total (Canadian Funds)</b>					\$

**NOTE: Estimated quantities only. Dependent on a number of factors, the paving program may or may not proceed in entirety. The Owner reserves the right to increase or decrease the various quantities without adjustment to the unit price.**

<b>Paving Subtotal</b>	\$
<b>Overlay Patching Subtotal</b>	\$
<b>Subtotal (to be released publicly)</b>	\$
<b>Taxes</b>	\$
<b>Total (Canadian Funds)</b>	\$

**Form 3 - List of equipment and senior personnel**

**Equipment**

The Bidder states that the equipment listed will be available for work in this RFT.

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Personnel	Years of Experience

Changes to listed personnel and equipment must be submitted in writing and approved by the Owner prior to the changes taking place.



**Form 5 – Comparable Work Experience**

Project	Contact Name Phone & Email	Dates	Work Description	Value (\$)
	Contact Email Phone			

**The Owner reserves the right to contact the references listed.**

