



Cypress County

REQUEST FOR QUOTATION

2023 Graveling Program
Gravel Loading

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INSTRUCTIONS TO BIDDERS

BACKGROUND

Cypress County (the “County”) is seeking bids for Gravel Loading for the 2023 construction season. The County will receive sealed bids until 2:00 p.m. MST on **February 28, 2023**. Faxed bids will not be accepted.

SUBMISSION OF BIDS

1. Each Quotation shall be addressed to the County in a sealed envelope clearly marked with the Bidder’s name, address and clearly marked “Gravel Loading”. The sealed envelope containing the Bid shall be delivered before the Request for Quotation Closing to the County in accordance with the Invitation to Quote and the Instructions to Bidders at:

Cypress County
816 - 2nd Avenue
Dunmore, AB T1B 0K1
Attention: Public Works

2. In the event of a dispute or issue about whether or not a bid complies with the Instructions to Bidders, the County reserves the right to retain and open a copy of the bid in question in order to seek and obtain a legal opinion in relation thereto. The opening of a bid does not in any way constitute an admission by the County as to the compliance, or not, of the subject bid.

INQUIRIES

Inquiries related to this Request for Quotation may be addressed to publicworks@cypress.ab.ca until February 16, 2023.

QUOTATION FORM

1. Each Bidder shall submit a complete bid on the Quotation Form which forms part of the Quotation Documents with the blank spaces filled in. The bid sum must be written in words as well as figures and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the “Bid Sum”). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Bids shall be written in English.
2. Notwithstanding the foregoing, the County shall be entitled to accept a Bid in such form as the County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial, or substantial nature, or whether the Bid is noncompliant in a trivial or substantial manner.
3. The County shall not be obligated to accept Bids that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Bids, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Bidder. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancies between the Quotation Form and a post

Bid Closing submission required by the Quotation Documents will be resolved in favor of the post Bid Closing submission.

4. Bids shall not be withdrawn, modified, or clarified after being delivered in accordance with the Quotation Documents unless such withdrawal, modification or clarification is made in writing and received by the County prior to the Quotation Closing. Any withdrawal, modification or clarification of the Bid must be followed by a letter of confirmation signed and sealed in the same manner as the Quotation and delivered to the address for the County in the Request for Quotation within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Bidders that any portion of the Bidder's documents can be kept confidential under FOIP.

QUOTATION DOCUMENTS

The documents for the Bid are:

- Request for Quotation
 - Instructions to Bidders
 - Appendices
- (Hereinafter collectively referred to as the "Quotation Documents")

By submitting its Bid, the Proponent acknowledges and agrees that it has received and reviewed the Quotation Documents.

VARIATION IN QUOTATION DOCUMENTS AND NO IMPLIED OBLIGATIONS

1. The Bidder shall carefully examine the Quotation Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the County at least ten (10) calendar days prior to the Quotation Closing. Where necessary the County shall respond to reported errors, omissions, discrepancies, or clauses requiring clarification by way of Addenda.
2. Should a Bidder fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least ten (10) calendar days prior to the Quotation Closing, the County shall be the sole judge as to the intent of the Quotation Documents.
3. No implied obligation of any kind by or on behalf of the County shall arise from anything in the Quotation Documents, and the express covenants and agreements contained in the Quotation Documents and made by the County, are and shall be the only covenants and agreements that apply.
4. Without limiting the generality of Article 6.1, the Quotation Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral

relating to the subject matter of the Quotation made prior to the Quotation Closing, and no changes shall be made to the Quotation Documents except by written Addenda.

ADDENDA

Any changes to the Quotation shall be in writing in the form of Addenda. Any Addenda issued to the Quotation shall form part of the Quotation Documents, whether or not the receipt of same has been acknowledged by a Bidder, and the cost for doing the work therein shall be included in the Bid Sum. Verbal representations shall not be binding on the County nor form part of the Quotation Documents. Technical inquiries into the meaning or intent of the Quotation Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to Bidders.

QUOTATION

1. Bidders submitting Quotations shall be actively engaged in the line of work required by the Quotation Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Quotation Documents.
2. Each Bidder shall review the Quotation Documents provided by the County and confirm that it is in possession of a full set of Quotation Documents when preparing its Bid.
3. Bids shall be properly executed in full compliance with the following requirements:
 - 3.1 Bids shall be remitted on price per hour and price per move between gravel pits:
 - 3.2 The loader will have a minimum bucket size of 5 yards capable of loading Triden Trailers.
 - 3.3 The Loader will be equipped with a weigh scale (calibrate load Rite Scale).
 - 3.4 Equipment necessary to move the loader may be required with little or no notice.
 - 3.5 Bidders will be expected to provide replacement equipment to be on site within two (2) hours in the event of a breakdown.
 - 3.6 Any changes to the above terms and conditions must be pre-approved by Cypress County.
 - 3.7 Bidder will be responsible for familiarizing themselves and abiding with Cypress County Road Policies which are listed on the County's website.
4. The signatures of persons executing the Bid must be in their respective handwriting; and
5. If the Bid is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of duly authorized officers and the corporate seal shall be affixed.
6. If the Bid is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Bid shall be signed by a partner or partners who have authority to sign for the partnership.
7. If the Bid is made by an individual carrying on business under a name other than its own, its business name, together with the individual's name shall be printed immediately above its signature; or

- 8 If the Bid is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 9 Bids received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Bid and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.
- 10 Bids shall be properly executed in full compliance with the following requirements:
 - 10.1 Bids shall be remitted on **price per hour** for loading gravel from the Gravel Pits as directed by the Graveling Foreman.
 - 10.2 The County has various gravel pits within the County or neighboring Counties from which gravel is hauled. Locations will be directed by the Graveling Foreman.
 - 10.3 Equipment and manpower will be available for the duration of the Graveling season (May through October, 2023).
 - 10.4 Bidders will be responsible for familiarizing them-selves and abiding with Cypress County Road Policies which are listed on the County website. This request for quotation supersedes Section 8 of Policy R 07 Contract Gravel Trucks.
 - 10.5 The signatures of persons executing the bid must be in their respective handwriting.
 - 10.6 If the Bid is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed.
 - 10.7 If the Bid is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Bid shall be signed by a partner or partners who have authority to sign for the partnership.
 - 10.8 If the Bid is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature.
 - 10.9 If the Bid is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
 - 10.10 Bids received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Bid and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

PRIME COST AND CONTINGENCY SUMS

The Bidder shall include in its Bid Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

QUOTATION EVALUATION CRITERIA

1. Each Bid will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a Bid, the Bidder acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
2. By submitting its Bid, each Bidder acknowledges and agrees that it waives any right to contest in any legal proceedings.

a) Price	70 points
b) Availability	15 points
c) Equipment	<u>15 points</u>
Total Points	100 points

QUOTATIONS EXCEEDING BUDGET

1. In addition to the rights contained within Article 11 herein, if the Bid Sum of every Bidder exceeds the amount the County has budgeted for the Work, the County may reject all Bids or attempt to negotiate a lower price with the Bidder who, in the sole and unfettered discretion of the County, has submitted the most advantageous Quote.
2. Each Bidder acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Bid most advantageous to the County, that the County has no obligation to neither disclose such criteria nor employ the criteria listed outlined in Quotation Evaluation Criteria.
3. By submitting its Bid, each Bidder waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the County may pursue under Law and Forum of Quotation herein.
4. If the Bid Sum of every Bidder exceeds the amount budgeted for the Work and the County negotiates with the Bidder who has submitted the Bid considered most advantageous to the County:
 - 4.1 All statements made by either side in the course of negotiation are without prejudice and confidential.
 - 4.2 In particular, the County's attempt to negotiate with such Bidder does not constitute a rejection of its Bid; and
 - 4.3 The County will not attempt to obtain a lower price for the same work that the Bidder originally bid on but may attempt to obtain a lower price for an altered scope of work. In no event will the County be obliged to disclose the amount budgeted for the Work.

ACCEPTANCE OR REJECTION OF QUOTATIONS

1. As it is the purpose of the County to obtain the Bid most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Quotation Documents,

the County reserves the right, in its sole and unfettered discretion, to reject or accept any Bid, including the right to reject all Bids. Without limiting the generality of the foregoing, any Bid which

- a) is incomplete, obscure, irregular or unrealistic.
- b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional.
- c) has erasures or corrections.
- d) omits a price on any one or more items in the Bid.
- e) fails to complete the information required in the Bid.
- f) fails to submit all pertinent information such as warranties or other documents implied by the Bid.

may at the County's sole and unfettered discretion be rejected or accepted. Further, a Bid may be rejected or accepted on the basis of the County's unfettered assessment of its best interest, which includes the County's unfettered assessment as to a Bidder's past work performance for the County or for anyone else or as to a Bidder's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Quotation Closing time with the Bidder that the County deems has provided the most advantageous Bid; in no event will the County be required to offer any modified terms to any other Bidder prior to entering into a Contract with the successful Bidder and the County shall incur no liability to any other Bidders as a result of such negotiation or modification.

LAW AND FORUM OF QUOTATION

The law to be applied in respect of the Quotation Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Quotation Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Bids, Bidders are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

ACCEPTANCE PERIOD

The Quotation shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Quotation, namely, ninety (90) days following the end of the day of the Quotation Closing. The time and date of the Quotation Closing is as defined in the Invitation to Quote.

BIDDERS PRE-QUALIFICATION SHEET

This area must be fully filled out, any blank spaces or exceptions could result in this bid being disqualified.

INSURANCE

Valid insurance Policy showing a minimum requirement of five million dollars (\$5,000,000) coverage of Public Liability and Property damage. A copy of the policy is to be provided to Cypress County prior to the commencement of work.

CONTRACT REQUIREMENTS

- 1 Alberta Government Registration proving ownership.
 - 2 Current Vehicle Inspection Safety Certificates.
 - 3 Active account in good standing with Worker's Compensation Board.
 - 4 All drivers must have a valid Alberta Driver's License with the correct classification and endorsements. A driver's abstract must be supplied upon request.
-

QUOTATION FORM

Quotation Title: Gravel Loading 2023

We, _____
(Company)

of _____
(Business Address)

having examined the Quotation Documents as issued by Cypress County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Quotation Documents for the Bid Sum as follows:

- | | |
|-------------------|----------|
| 1. Price per Hour | \$ _____ |
| 2. Price per Move | \$ _____ |
| 3. Other Charges | \$ _____ |

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Quotation Documents.

APPENDICES TO QUOTATION FORM

1. The information required by the Instructions to Bidders is to be provided and attached as it forms an integral part of this Quotation:

List of Equipment/Vehicles	Initial _____
Availability of Replacement Equipment	Initial _____
Alberta Government Registration for Vehicles	Initial _____
Insurance	Initial _____
Current Vehicle Inspection Safety Certificates	Initial _____
Worker's Compensation Account in Good Standing	Initial _____
Bid Bond or Certified Cheque	Initial _____

2. By submitting its Bid, each Bidder acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criterion are as follows:

a) Price	70 points
b) Availability	15 points
c) Equipment	<u>15 points</u>
Total Points	100 points