



**CITY OF GRAND FORKS  
REQUEST FOR PROPOSALS  
2022 Paving  
RFP: PW2022-12-RFP**

**Date of Issue: April 8, 2022**

**Overview of Requirements**

The intent of this Request for Proposal ("RFP") is for qualified Proponents to provide the City of Grand Forks with Proposals for the 2022 Paving program, as per the specifications in this document.

All proposals marked "**City of Grand Forks, PW2022-12-RFP, Confidential – Do Not Open,**" will be received by **2:00 PM PST (local time) on or before April 29, 2022**, at:

Attention: Alex Adams  
City of Grand Forks  
7217 4<sup>th</sup> Street  
Grand Forks, BC  
V0H 1H0

OR:

Emailed to: [corporate@grandforks.ca](mailto:corporate@grandforks.ca)  
Subject Line: PW2022-12-RFP 2022 Paving

Note: Faxed submissions will **NOT** be accepted.

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## 1.0 Designated Contact Person

Attention: Rosemary Dykhuizen  
City of Grand Forks  
Phone: 250.442.4148  
Email: rdykhuizen@grandforks.ca

## 2.0 Definitions

Throughout this Request for Proposal, terminology is used as follows:

- a) "Addenda" means all additional information regarding the RFP, including amendments to the RFP, which becomes a part of the RFP.
- b) "City" means the City of Grand Forks.
- c) "Contract" means the written agreement resulting from and called for by the RFP executed by the City and the successful Proponent.
- d) "Contractor" means the successful Proponent to the RFP who enters into a Contract with the City.
- e) "Include(s)" and "including" are not limiting.
- f) "Must", "mandatory", "will" or "required" means a requirement that must be met for a Proposal to receive consideration.
- g) "Proponent" means a party submitting a Proposal to this RFP.
- h) "RFP" means this Request for Proposal, including any attached or referenced appendices, schedules or exhibits together with any written modifications that the City may make to them by Addenda.
- i) "Should", "may" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.

## 3.0 Terms and Conditions

### 3.1 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all terms and conditions set out in the RFP.

A Proposal must be signed in the manner specified in the RFP by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponents Proposal.

### 3.2 Proposal Submission

Sealed Proposal submissions, clearly marked with the words "**City of Grand Forks, PW2022-12-RFP, Confidential – Do Not Open,**" or with the subject line "**PW2022-12-RFP 2021 Paving,**" will be received at the office of Corporate Services, on or before the closing date and time in Schedule A.

The Proponent is solely responsible for ensuring that, regardless of the submission method, the City receives a complete Proposal, including all attachments or enclosures, on or before the closing date and time in Schedule A. The Proponent bears all risk associated with delivering its Proposal, including but not limited to delays in transmission. Proposals received after the closing date and time will be considered late Proposals. Late Proposals will not be accepted; mailed submissions will be returned unopened, and the Proponents who email submissions will be notified.

### 3.3 Alternative Solutions

Alternative Proposals that meet similar objectives but use a different approach; will be accepted and evaluated; but should be submitted in separate Proposals.

Wherever the specifications state a brand, make, manufacturer, trade name, or supplier catalogue number, it is for establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If a product other than that specified is offered, it is the Proponents responsibility to provide information in its Proposal that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications describe what is considered necessary to meet the performance requirements of the City and Proponents should consider this in their Proposal or if the Proponent cannot meet the specifications, the Proponent may identify and offer an alternative which it

believes to be an equal or better alternative. Proponents shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature and/or specifications.

### **3.4 Enquiries**

All enquiries related to this RFP are to be directed, in writing, to the Designated Contact Person on or before the deadline found in Schedule A. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses (beyond basic clarification), including addenda, will be recorded, and will be posted.

Notification of change will not be automatically sent to Proponents.

### **3.5 Prices and Delivery Point**

All prices quoted should be:

- a) In Canadian dollars;
- b) Inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) Exclusive of GST & PST;
- d) Exclusive of options, where applicable;

All equipment shall be delivered D.D.P. (destination duty paid), Intercoms 2010, to the City works yard or work site.

### **3.6 Non-Solicitation**

Proponents and their agents will not contact any City staff member, officer, or Council member with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP; except for the Designated Contact Person with enquiries related to the RFP. The City may reject the Proposal of any Proponent that makes such contact.

### **3.7 Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing a Proposal and for any subsequent negotiations with the City. The City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

### **3.8 Evaluation**

Evaluation of Proposals will be by a committee formed by the City. Incomplete Proposals will be rejected without further consideration. Proposals not including all appendices (A – F) will be considered incomplete. Complete Proposals will be evaluated and scored as per the scorecard (Schedule B). By responding to this RFP, Proponents will be deemed to have agreed that the decision of the evaluation team will be final and binding. The City reserves the right to interview for clarification; any or all Proponents, after the RFP closing date.

The City of Grand Forks reserves the full right in its sole discretion and according to its own judgement of its best interest to reject any or all tenders; waive any defect or deficiency in a tender which does not materially affect the tender or the tender price relative to other tenders and accept that tender. The City reserves the right to accept a Proposal other than that with the highest evaluated score without stating reasons. Without limiting the generality of the foregoing, the City may consider any other factor besides capability to perform the work.

### **3.9 No Obligation to Proceed**

The City is under no obligation to complete the RFP process.

### **3.10 Ownership of Proposals**

All documents, including Proposals, submitted to the City become the property of the City. They will be received and held in confidence by the City and will be subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **3.11 Contract**

This RFP is not an agreement to purchase goods or services. Notice in writing to a Proponent that has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services. Any resultant award will be made by means of a Form of Agreement (draft in Schedule E).

### **3.12 Confidentiality of Information**

All Proponents and any other person who through this RFP process gains access to confidential information of the City are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies, or plans, learned through this RFP or subsequent RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any Contract for service which arises out of this RFP process.

This information must not be disclosed without prior written authorization from the City.

### **3.13 Contractors Obligation**

#### **3.13.1 Indemnity**

The Contractor shall defend, indemnify, and hold harmless the indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the Contract, excepting only where such claim, demand, action, proceeding, or liability is based on the sole negligence of the indemnities.

#### **3.13.2 Insurance**

As a minimum, the Contractor shall procure and maintain throughout the term and for a minimum of 12 months after substantial completion of the Contract, at its own expense and cost, the following insurance policies; with the City of Grand Forks named as additional insured:

##### *Commercial General Liability Insurance*

Providing for an inclusive limit of not less than two million dollars (\$2,000,000) for each occurrence or accident and five million dollars (\$5,000,000) aggregate. Minimum coverage must include cross-liability and severability of interest, non-owned automobile liability, contingent employer's liability, professional liability, blanket contractual liability, broad form property damage, broad form completed operations, and operation of attached machinery, with the City of Grand Forks, its officers, officials, employees, servants, and agents named as additional insured.

##### *Motor Vehicle Third-Party Legal Liability Insurance*

Covering all motor vehicles, owned, operated, and used or to be used by the Contractor directly or indirectly in the performance of the work or services. The limit of liability shall not be less than three million dollars (\$3,000,000) per occurrence; inclusive, for loss or damage including bodily injury, death, or third-party property damage.

#### **3.13.3 Registration with WorkSafe BC (WCB)**

The Contractor shall be in good standing with WorkSafe BC and shall, provide a WorkSafe BC Clearance Letter.

#### **3.13.4 Governing Regulations**

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the Project. The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules, and regulations relating to the Project and to the preservation of the public health. The Contractor shall be responsible for the safety of all workers and equipment on the Project, in accordance with all applicable safety legislation passed by Federal, Provincial, and local authorities governing safety.

## Schedule A: Timeline of Activities

The following activities and dates are proposed by the City and shall be considered by the Proponents in the preparation of their Proposal.

Activity	Date
Issue RFP	April 8, 2022
Question Period Closing	April 21, 2022
Addendum Posting Deadline (2:00 PM)	April 26, 2022
RFP Closing (2:00 PM)	April 29, 2022
Select Preferred Proponent	May 5, 2022
Contract in Place With Preferred Proponent	May 12, 2022
Work Complete	September 30, 2022

## Schedule B: Evaluation & Scorecard

Appendix A: Cover Page	/1
Appendix B: Mandatory Components	/1
Appendix C: Mandatory Documentation	/45
Appendix D: Fee Schedule	/30
Appendix E: Proponent Information	/15
Appendix F: Certification Document	/3
Overall Impression & Professionalism	/5

## Schedule C: Scope of Work

The scope of work shall consist of a paving all itemized patches (listed in Fee Schedule or Change Orders) in the City of Grand Forks prior to the completion date of September 30, 2022.

It is the responsibility of the Proponent to provide all material and traffic control required to safely complete all works and transport all equipment, material, and personnel to and between sites.

The work shall consist of the following:

1. Asphalt Removal.
  - Saw Cutting.
  - Asphalt Removal and Disposal.
  - \*Grinding to remove thick asphalt only with approval from the Public Works Manager or designate.
2. Base Prep
  - Grading, shaping and compaction prior to paving.
3. Patching
  - Supply of MOTI Class 1 Medium Mix Asphalt.
  - Placement of Asphalt.
  - Leveling & Compaction of Asphalt.

The finished surface of each completed patch must be level/even with the surrounding existing asphalt.

As the 2022 construction season goes on, there is potential for additional quantities to be added through a change order process.



## **Schedule D: Additional Terms and Conditions**

1. All information must be tracked electronically. Paper copies of required documentation will not be accepted (i.e., must be filled into provided templates (Appendices) electronically).
2. The successful Proponent must obtain a valid City of Grand Forks business license and Highway Use Permit.
3. Failure to complete all work prior to the work completion date of September 30, 2022, will result in a \$10,000/day penalty, until delivery of services is complete.
4. The 2022 Paving program will be deemed complete upon approval of the Public Works Manager or designate.

# Schedule E: Form of Agreement

## Form of Agreement Contract – PW2022-12-RFP

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

\_\_\_\_\_  
(Herein called "The Contractor")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE CITY OF GRAND FORKS**

(Herein called "The Corporation")

OF THE SECOND PART

1. In consideration of the covenants and agreements hereinafter contained and to be performed by the Corporation, the Contractor hereby agrees with the Corporation:
  - a) To do all work described in the contract documents, on the terms and conditions herein contained and at the prices herein specified and within the time limited; and,
  - b) To commence and actively proceed with the work within fourteen (14) days from the date of receiving notice from the Corporation to proceed with the work.
2. The Contract documents include this agreement and the following documents:
  - a. Request for Proposal PW2022-12-RFP.
  - b. Contractor's Proposal as received by the City.
  - c. The Notice of Award.
3. In consideration of the performance by the Contractor of all and singular the covenants and agreements herein contained and to be performed by the Contractor, the Corporation HEREBY COVENANTS AND AGREES with the Contractor that it will pay the Contractor the sum or sums of money herein specified as payment for the fulfilment of the work.
4. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the specifications, the schedule of quantities and prices, the drawings, the tender including all schedules thereto, the general conditions of contract, and further details and instructions in explanation thereof as may from time to time be given by the Corporation, shall be read with and form part of this agreement as if embodied herein.
5. IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that the Contractor, in entering and executing this agreement, has relied on his own examination of the site, the access to the site, and on all other data, matters, and things requisite to the fulfilment of the work, and not on any representation or warranty of the Corporation.

6. Communications between the Contractor and the Corporation including all written notices required by the Contract shall be made as set out below:

a. The Corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

b. The Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

7. IN THIS AGREEMENT, unless the context otherwise requires, "Contract" shall be construed to mean and include this agreement.
8. WHENEVER in this agreement it is stipulated that anything shall be done or be performed by either of the parties hereto, it shall be assumed that such party has thereby entered, and such party does hereby enter a covenant with the other party to do or perform the same.
9. All grants, covenants, provisions and claims, rights, powers privileges and liabilities contained in this agreement shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors, and assigns, in the same manner as if the words had been inscribed in all proper and necessary places, and in the event of more than one person being the Contractor, the said grants, covenants, provisions and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
10. WHEREVER the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or body corporate, as the context or the parties hereto so require.
11. IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

\_\_\_\_\_  
Full Legal Name of Contractor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

EXAMPLE

# Company Name

PW2022-12-RFP  
2022 Paving

DATE

*Contact Information:*  
Contact Name  
Company Address  
Contact Email  
Contact Phone Number  
Contact Cell Number

## Appendix B: Mandatory Components

Appendix A: Cover Page	
Appendix B: Mandatory Components	
Appendix C: Mandatory Documentation	
Appendix D: Fee Schedule	
Appendix E: Proponent Information	
Appendix F: Certification Document	

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

# Appendix C: Specifications

Not Applicable

## Appendix D: Fee Schedule

Please quote all items in the fee schedule.

Invoice No.	Item No.	Location	Description of Service	Quantity (m <sup>2</sup> )	Unit Price (\$/m <sup>2</sup> )	Total (\$)
1	1	76 <sup>th</sup> Ave & 21 <sup>st</sup> St	50mm	15		
2	2	7252 18 <sup>th</sup> St	50mm	115.5		
3	3	60 <sup>th</sup> Ave (Airport)	75mm & Compacted 150mm Standard Base Crush	2895		
3	4	Boundary Drive & 78 <sup>th</sup> Ave	75mm	422.5		
3	5	Donaldson Drive (Between Central Ave & 72 <sup>nd</sup> Ave)	75mm	1170		
4	6	Kettle River Drive at 68 <sup>th</sup> Ave	75mm	TBD		
5	7	Granby Rd (North of HWY 3)	75mm	TBD		
6	8	Riverside Drive Between 78 <sup>th</sup> Ave & 79 <sup>th</sup> Ave	75mm	TBD		
<b>Total Amount Before Taxes</b>						
<b>Goods &amp; Services Tax (GST)</b>						
<b>Grand Total Including GST</b>						

Please quote all items for potential additional quantities.

Item No.	Unit	Description of Services	Unit Price (\$/m <sup>2</sup> )
1	m <sup>2</sup>	Base Prep (300mm Base Removal & Replacement)	
2	m <sup>2</sup>	2 - 50mm Lifts (Highway Spec)	
3	m <sup>2</sup>	75mm	
4	m <sup>2</sup>	50mm	

Please use additional forms or sheets formatted similar to the above in the event that the space provided is not sufficient.



# Appendix E: Proponent Information

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Ownership Structure:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

References (Provide three (3) references):

<i>Company</i>	<i>Contact Person</i>	<i>Telephone</i>	<i>Email</i>

Payment Terms (i.e., Invoicing):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Appendix F: Certification Document

## **Certification:**

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this Proposal are true and complete. These statements represent our Proposal to the City of Grand Forks. We agree to be bound by statements and representations made in this Proposal.

Company Name (Print): \_\_\_\_\_

Company Address: \_\_\_\_\_

Name of Authorized Signing Officer(s) (Print): \_\_\_\_\_

Title of Authorized Signing Officer(s) (Print): \_\_\_\_\_

Signature of Authorized Signing Officer(s): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **Acknowledgement of Addenda:**

We acknowledge the following Addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Date Signed: \_\_\_\_\_