



INSTRUCTIONS TO BIDDERS

HIGHWAY MAINTENANCE CONTRACT
2019-2024

ISSUED July 15, 2019

INSTRUCTIONS TO BIDDERS FOR THE 2019-2024 DISTRICT HIGHWAY MAINTENANCE CONTRACT

1 Invitation

Offers under seal, executed and dated, will be received by the District of Sooke, 2205 Otter Point Road, Sooke, BC, V9Z 1J2 ("District"), up to 3:00 p.m. on Friday, the 23rd day of August, 2019. Offers submitted after the above time shall be returned to the bidder unopened. Offers will be opened immediately after the time for receipt of bids. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

2 Intent

The intent of this invitation is to obtain bids for the maintenance of highways within the District, in accordance with the **Contract Documents**. The objectives are to:

- have a safe, efficient and cost effective road system for all road users;
- have the Contractor provide a quality visual standard for completed highway maintenance works; and,
- ensure quality control through the establishment and enforcement of maintenance standards.

The highways, rights-of-way and all related access and egress developments will remain in public ownership.

3 Contract Identification

The **Contract Documents** are identified as the "District of Sooke, Highway Maintenance Contract, 2019 - 2024".

4 Availability

Bid Documents will be provided by the District at:

<https://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>

Bid Documents are made available only for the purpose of obtaining bids for this project. Their use does not confer a license or grant for other purposes.

5 Inquiries

All inquiries regarding the contract should be directed to Brian Derrick, Engineering Technologist, Telephone: (250) 642-1634, Email bderrick@sooke.ca.

6 Addenda

Addenda may be issued during the bidding period. All addenda become part of the Contract Documents and associated costs shall be included in the Bid Price. Verbal answers are only binding when confirmed by written addenda.

Clarifications requested by bidders must be in writing not less than ten days before date set for receipt of bids. The reply will be in the form of an addendum, a copy of which will be forwarded to known bidders no later than four working days before receipt of bids.

7 Highway System

The highway system means all highways as defined in the *Highway Act*, including all ancillary properties, rights of way and easements within the District boundaries existing at the date of the Maintenance Agreement.

The District may specify additions or deletions to the highway system in the Service Area during the term of the contract.

8 Site Examination and Pre-Tender Meeting

Bidders shall make their own examination of the highways in the District before submitting their bid. Bidders should visit the project and surrounding area before submitting a bid. A non-mandatory information meeting has been arranged for bidders on Wednesday, August 7th, 2019. Bidders will meet at 10:00 a.m. at the Sooke Municipal Hall, where the Municipal Engineer will be available to answer questions.

9 Terms of Payment

The District will reimburse the contractor for Maintenance Services monthly. Payment will be made upon receipt of an invoice at the beginning of the month for the preceding month. The value of the payment will be one twelfth (1/12) of the annual contract price per month. The Schedule of Payments will be specified in the Maintenance Agreement.

The contractor will be reimbursed for Additional Maintenance Services and Emergency Maintenance Services following receipt by the District of invoices for work requested and carried out. Payment terms will be in accordance with the District's payment policies.

10 Bid Submission

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the District, be declared informal. Bids that fail to include the required security deposit, bonding or insurance requirements may, at the discretion of the District, be declared informal. Bids that are declared informal may be rejected, at the discretion of the District. The District may, at its discretion, retain bids for consideration that are declared informal.

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed. Submit one copy of the executed bid on the Bid Forms provided, signed and corporate sealed together with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and District's name on the outside.

11 Bid Attachments

Bids shall be accompanied by the following duly completed items:

1. A certified cheque for fifty thousand dollars (\$50,000) or a three-month, fifty thousand dollar (\$50,000) irrevocable letter of credit as bid security, drawn in favour of the District of Sooke from a Canadian financial institution satisfactory to the District. Evidence of misrepresentation or failure to negotiate expeditiously and in good faith will cause the deposit to be forfeited as liquidated damages. Cheques will be returned to unsuccessful bidders within 90 days of bid closing. Letters of credit shall expire not earlier than 90 days after bid closing.
2. Schedule 1 - Fee Schedule
3. Schedule 2 - Corporate Detail
4. Schedule 3 - Management Plan
5. Schedule 4 - Operations Plan
6. Schedule 5 - List of Equipment
7. Schedule 6 - Contractor's Equipment and Labour Fees
8. A financial plan showing how operations and any acquisitions will be financed.
9. A subcontracting plan showing what functions will be subcontracted.
10. Proof of financial ability and eligibility for liability insurance.

An Irrevocable Letter of Credit for twenty percent (20%) of Year One of the Contract Price (as performance bond) will be required from the successful bidder prior to final signing of the contract.

12 Bid Evaluation

Subsequent to the submission of proposals, interviews may be conducted with some of the proponents. There will be no obligation on the District to receive further information whether written or oral from any proponents.

The lowest or any bid will not necessarily be accepted. The District reserves the right to accept the bid deemed most advantageous. The District also reserves the right to reject any or all bids. In no event will the District be responsible for the costs of preparation or submission of a bid. Bids will be evaluated based on the following criteria:

- Bid value, including detail and completeness of contract schedules.
- Past performance record of the company and of its principals.
- Experience with contracts of similar size and complexity.
- Demonstrated financial and corporate management capabilities.
- Effectiveness of company's operating plans to meet contract requirements, deployment of staff, and use of lands, buildings and equipment.
- Capacity to finance acquisition of equipment.
- Plans to subcontract in local areas.
- Knowledge of road maintenance function.
- Extent to which company is locally based.

The evaluation process will be conducted solely at the discretion of the District and the District may decide to utilize criteria other than those set forth above in the review process. The price to carry out the work is not the only or primary criteria that will be utilized by the District.

The District reserves the right, at its sole discretion, to negotiate with any bidder it believes has the most advantageous bid or with any bidder or bidders concurrently. In no event will the District be required to offer any modified terms to any other bidder prior to entering into a contract with the successful bidder, and the District shall not incur any liability to any other bidder as a result of such negotiations or modifications.

13 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each bidder shall be deemed to have agreed that it has no claim.

14 Offer Acceptance/Rejection

Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after the bid closing date, even if the District accepts another bid. The District reserves the right to accept or reject any or all offers and to waive any informality in the Tenders received, in each case without giving any notice. The District reserves the right to accept the Tender which it deems most advantageous. After acceptance by the District, the District will issue a written bid acceptance to the successful bidder. After a bid has been accepted, all rejected bids, with the bid security, will be returned to the respective bidders.

15 Freedom of Information and Protection of Privacy Act

The District is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*. All proponents submitting a bid are therefore advised that any proposal submitted in response to this tender may be treated as a public document and the contents therein may be disclosed upon written request if required to do so, pursuant to the *Act*.