



Notice to Potential Proponents Request for Quotations

RFQ Date: **March 2, 2023**

RFQ Solicitation # **2023-054**

RFQ Title: **CRACK FILLING 2023-2024**

Please review the attached document and submit your Quotation to the email address noted below by the closing deadline of 2:00 PM (as recorded by the receiver) on April 11, 2023.

Quotations will not be considered unless:

1. Received by the date and time specified above; and
2. Received at the email address specified below
 - a. purchasing@drumheller.ca

Submission by hard copy or Facsimile will NOT be accepted.

Site Meeting Details: No meeting required.

Deadline for Questions: Must be received in writing (email) prior to 4:30 PM (local time) on April 4, 2023.

Town Contact: Kevin Blanchett
Operations Manager
Town of Drumheller
702 Premier Way
Drumheller, Alberta, T0J 0Y4
purchasing@drumheller.ca



Table of Contents

1.0	Overview.....	3
1.1	Project Background.....	3
1.2	Existing Conditions.....	3
1.3	Project Schedule.....	3
2.0	Scope of Work & Submission Requirements.....	3
2.1	Scope of Work.....	3
2.2	Terms and Conditions.....	4
2.2.1	General Information.....	4
2.2.2	Communications During RFQ.....	4
2.2.3	Conflict of Interest.....	4
2.3	Submission Requirements.....	5
2.3.1	Quotation Submittal Location.....	5
2.3.2	Quotation Submittal Format.....	5
2.3.3	Amendment of Quotations.....	5
2.3.4	Withdrawal of Quotations.....	5
2.4	Contractor Certifications.....	5
3.0	Evaluation Process.....	5
3.1	Overview.....	5
3.2	Scoring Template.....	6
3.2.1	Technical Quotation Evaluation.....	6
3.2.2	Cost Quotation Evaluation.....	6
3.3	Review by Committee.....	6
3.4	Clarifications.....	6
3.5	Interview.....	7
3.6	Evaluation Results.....	7
4.0	Town of Drumheller Responsibilities.....	7
4.1	General.....	7
5.0	Contract Details.....	7
5.1	Insurances & Bonding.....	7
5.2	Negotiations & Agreement.....	7
5.3	Payment.....	8
	Appendix A: Submission Details.....	9



1.0 Overview

1.1 Project Background

The Town of Drumheller requires a Certified Crack Filling Contractor to repair sections of the Town's road networks. The area to be crack filled is approximately 15,000 meters in total.

Area maps of the road locations will be handed out or emailed to the successful contractor two (2) weeks prior to the project start date.

It is the Town's intention to have the successful contractor enter into a two (2) year contract with an optional third (3rd) year award. All crack filling for each current year will need to be completed by September 15 of that calendar year.

1.2 Existing Conditions

All contractors that perform work for the Town of Drumheller are required to attend an hour-long contractor's safety orientation at our Public Works location at 702 Premier Way prior to the start of the project. All crack filling work will take place within a 5 kilometre radius of the Town of Drumheller.

1.3 Project Schedule

The schedule for this project is as follows:

Item	Date
RFQ Issuance	March 2, 2023
Deadline for Questions	April 4, 2023 at 4:30 PM
Closing Date	April 11, 2023 at 2:00 PM

2.0 Scope of Work & Submission Requirements

2.1 Scope of Work

The following is a summary of the expected work but should not be considered an exhaustive list. Tasks required to complete the deliverables but not listed here shall be included where necessary.

Area to be crack filled: approximately 15,000 meters

1. The Town of Drumheller requires the use of MACSEAL 6690-2 hot applied joint and crack sealant, ASTM 6690 TYPE 2 & 3 or equivalent.
2. Unless otherwise directed by the Town of Drumheller, all:
 - a. transverse cracks between 5mm and 25mm in width and
 - b. longitudinal cracks between 5mm and 12mm in width
 which are within the pavement surface shall be:
 - a. cleaned of debris
 - b. air blown
 - c. and sealed
3. Prior to the application of crack sealant:
 - a. the road surface adjacent to the cracks shall be cleaned
 - b. all loose material and moisture shall be removed from all cracks
4. All debris resulting from cleaning shall be removed from the road surface.



5. All cracks shall be treated with compressed air lance until the pavement in the cracks is dry and slightly darkened.
6. There shall be a maximum time period of two (2) minutes between cleaning and drying the cracks and the application of the crack sealant.
7. Crack sealant shall be heated and applied within the applicable specified temperature ranges and in accordance with the Manufacturer's recommendations.
8. The heat transfer oil in the melting kettle shall not be heated in excess of 50°C above the safe heating temperature.
9. Traffic shall be kept off sealed cracks until the crack sealant has cured.
10. The contractor will provide adequate signage and barricade for traffic control.
11. At locations such as intersections where this is practical, the contractor shall prevent tracking by applying a blotting agent to the crack sealant.
12. When a blotting agent is used, it shall not be applied until the sealant has cooled sufficiently to prevent inclusion of the blotting agent into the sealant.

2.2 Terms and Conditions

2.2.1 General Information

Proponents should structure their Quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a Quotation should reference the applicable section numbers of this RFQ.

All Quotations are to be in English only.

Any information provided through the RFQ, and associated Addenda, is for information only and does not guarantee the accuracy of information or quantities. It is the Proponent's responsibility to obtain all the information necessary to prepare a Quotation in response to this RFQ.

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Quotation, including, if applicable, costs incurred for interviews or demonstrations.

2.2.2 Communications During RFQ

Proponents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. Information sent to any individual other than the RFQ Contact will be deemed as not received and a response will not be provided.

Submitted queries will be answered by Addendum only. Questions may be answered in part, or in whole, at the discretion of the Town and not all queries will be responded to if deemed to not be relevant to the RFQ submission.

If an Addendum is issued following the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period of time.

2.2.3 Conflict of Interest

A Proponent may not have a direct or perceived Conflict of Interest with submitting a response to this RFQ. This includes, but is not limited to: having access to confidential information not available to other Proponents; communications with any person with a view to influencing preferred treatment in the RFQ process; or engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process.

The Town may disqualify a Proponent for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.



2.3 Submission Requirements

Contractors are expected to submit the following:

1. Cost Submission Form (Appendix A)
2. Provide a list of sub-contractors and their contact information.
3. Proposed Schedule
4. Workers Compensation Board (WCB) Coverage Letter
5. Proof of Commercial Liability Insurance
6. Provide a copy of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association. A copy of the safety policy and a copy of the table of contents of the safety manual may be submitted in lieu of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association.

2.3.1 Quotation Submittal Location

Quotations must be submitted by email to:

purchasing@drumheller.ca

2.3.2 Quotation Submittal Format

Proponents should submit one (1) electronic copy, in PDF format. Submissions must be a maximum of 100 MB in total size. Zip files will not be accepted.

The body of the email should not indicate the details of the Quotations, specifically the costs submitted. The title of the email and PDF should be as follows:

RFQ SUBMISSION - [COMPANY NAME] – [PROJECT NAME]

2.3.3 Amendment of Quotations

Proponents may amend their Quotations prior to the submission deadline by submitting the amendment in an email with RFQ title as set out above. Any amendment should clearly indicate which part of the Quotation the amendment is intended to amend or replace.

2.3.4 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement, a Proponent may withdraw a submitted Quotation. To withdraw a Quotation, a notice of withdrawal must be sent to the RFQ contact and must be signed by an authorized representative of the Proponent. The Town is under no obligation to return withdrawn Quotations.

2.4 Contractor Certifications

Any contractor entering into any agreement with the Town of Drumheller is expected to have COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association. A copy of the safety policy and a copy of the table of contents of the safety manual may be submitted in lieu of COR/SECOR or TLC certification as issued by the Alberta Construction Safety Association.

3.0 Evaluation Process

3.1 Overview

The Town of Drumheller reserves the right to accept/reject any or all Quotations in whole or in part. Proponents may be required to provide supplementary information after the closing date to support their Quotation, when requested by the Town. The highest scoring or any Quotation will not necessarily be awarded. The lowest cost or any Quotation will not necessarily be awarded.



No Proponent shall have any claim for any compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting the bid, and any anticipated profits and contributions to overhead) against the Town as a result of participating in this process, and by submitting a bid each Proponent shall be deemed to have agreed that it has no claim. For greater certainty, the Proponent hereby waives any claim for damages or costs of any nature against the Town (including, without limitation, the cost of preparing and submitting the bid, and any anticipated profits and contributions to overhead) arising out of the Town’s use of its discretion under the bid documents, and the Project Manager’s advice to the Town.

3.2 Scoring Template

Quotations will be evaluated in two (2) parts. The Cost portion of the Quotation will be weighted the highest with the Technical having a lesser impact on the scoring. Details as follows:

Item	Weighting
Technical Quotation	40
Cost Quotation	60

3.2.1 Technical Quotation Evaluation

Technical Evaluation Criteria	
Qualifications and experience	15
Professional references	10
Safety	15
Technical Evaluation Total	40

3.2.2 Cost Quotation Evaluation

The cost Quotations will be evaluated as follows:

Cost Quotation Evaluation		60
Cost Quotation Calculated Score	Calculation to be adjusted to include only the Companies which pass the technical evaluation. Score = (Lowest Cost Submission/RFP Cost of Services) x 60	

3.3 Review by Committee

All Quotations will be evaluated through a comprehensive review and analysis by an evaluation committee.

The Evaluation Committee may, at its sole discretion, retain additional committee members or advisors.

The intention of the Evaluation Committee will be to select one Quotation which in its opinion meets the Town’s requirements under this RFQ and provides a satisfactory overall value to the Town.

By responding to this RFQ, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

3.4 Clarifications

As part of the evaluation process the Evaluation Committee may make requests for further information with respect to the content of any Quotation and/or to ascertain the understanding and responsiveness of the Proponent and to any of the project information and requirements.



The Evaluation Committee may request further information from one or more Proponents and not from others.

3.5 Interview

A Proponent whose Quotation has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, and finalize the score as necessary.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFQ and the contents of its Quotation and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting agreement.

3.6 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made for award. Quotation evaluation results should be the property of the Town and will not be shared with any Proponents.

Proponents should be aware that Council and individual Councillors have the right to view the responses provided that their requests have been made in accordance with the Town's procedures.

4.0 Town of Drumheller Responsibilities

4.1 General

The Town's staff will provide assistance to the successful Proponent by reviewing all submitted documents within approximately one week of receipt, depending on the magnitude of the submission.

The Town will designate a Project Manager to this project upon completion of the evaluation of the RFQ and award of the project.

Best efforts will be made by the Town to provide relevant and available past documents to assist in the success of the project.

5.0 Contract Details

5.1 Insurances & Bonding

The Town of Drumheller requires that all Quotations include proof of \$5,000,000.00 Commercial Liability Insurance. Insurances must match that of the contract requirements (see item 2.4).

5.2 Negotiations & Agreement

Any award of an Agreement to a Proponent will be at the absolute discretion of the Town. The selection of a recommended Proponent will not oblige the Town to negotiate or execute an agreement with that recommended Proponent.



Any award of an Agreement resulting from this RFQ will be in accordance with the bylaws, policies, and procedures of the Town.

The Town shall have the right to negotiate on such matter(s) as it chooses with any Proponent to which it has awarded an Agreement without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Town shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the service may be refined, issues may be prioritized, responsibilities among the Proponent, all staff provided by it and the Town may be settled and the issues concerning implementation may be clarified.

If negotiations between the Town and a successful Proponent do not result in an Agreement within thirty (30) days of receipt by the Proponent of notification of award, the Town may at its sole discretion terminate such negotiations and either enter into negotiations with one or more other Proponents or terminate the RFQ process.

The Town shall be under no obligation to accept a Quotation without amendment, alteration, counter-offer, or any change that may result from negotiations with the Proponent submitting the Quotation.

The Town reserves the right to award a contract in whole or in part.

5.3 Payment

Payment for services will be made in a timely manner following receipt of the invoices subject to the invoice being submitted in an acceptable format and without conflicts to the original agreement. Payment will only be made on approved invoices as deemed by the Town of Drumheller.

For labour costs, payment will be on a time basis at approved hourly rates to the Upset Limit for each deliverable to be provided by the successful Proponent.

Payments for disbursements will be pro-rated based on the value of the work performed during a billable period.

For the Unit Price deliverables, payment will be at the unit price for each deliverable provided. The Town will determine how many of the “units” are required, once the project has progressed sufficiently to make the decision.

Prices and staff rates submitted in a Quotation are to be firm for the duration of the RFQ process and the term of any resulting Agreement. Rates shall be inclusive of all burdens or deductions as applicable to the work.

All invoices must clearly show GST as a separate value and GST “registrant” number indicated.

The Town shall not be responsible for any unauthorized additional costs.



Appendix A: Submission Details

The following form must be filled out in its entirety and signed by a representative authorized by the company to do so. Scopes of work which are not being bid should be indicated so by writing “scope not included” within the price column of the bid form.

Values indicated below consist of all necessary labour, equipment, materials, and associated costs to complete the work in their entirety. Work includes, but is not limited to, any excavation, disposals, grading, materials, landscaping, survey, traffic accommodations, and supervisions as required per the drawings and specifications.

Company Name: _____

Addenda Received: _____

Project Costs:

Item	Task/Description	Unit Price
1.0	2023 price per Linear Meter	\$
2.0	2024 price per Linear Meter	\$
Optional Pricing		
3.0	2025 price per Linear Meter	\$

The above prices are excluding GST. Each scope of work is mutually exclusive of the other and the Town reserves the right to award some or all of the scopes of work.

Quotation submission prices are to be in effect for 90 days from date of acceptance from town of Drumheller.

Company Certification:

The following verifies that the information provided with this submission is accurate and inclusive of all requirements of the Request for Quotation. The document must be signed by an authorized representative of the company in order to be accepted for consideration.

Company Name: _____

Address: _____

Signature: _____ Title: _____

Printed Name: _____ Date: _____