



**Parkland County  
53109A HWY 779  
Parkland County, Alberta T7Z 1R1**

**REQUEST FOR QUOTATION (RFQ) # Q100216PW**

**FOR THE SUPPLY AND/OR DELIVERY OF**

**GRAVEL - BUCK SHOT**

**Quotation Closing Time:**

Thursday, March 11, 2010 at 14:00:00 Hours Mountain Time

## 1.0 **INVITATION TO SUBMIT QUOTATION**

Your firm is hereby invited to submit a quotation for the provision of services as set out in this Request for Quotation documentation.

**Request for Quotation:** RFQ # Q100216PW  
**Description:** Supply and/or Delivery of Gravel – Buck Shot  
**Date Issued:** February 22, 2010  
**Closing Date:** Thursday, March 11, 2010  
**Closing Time:** 14:00:00 MST hours  
**Public Opening:** No

Indicate Request for Quotation Number and description on all correspondence

This Request for Quotation does not commit the County to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at a meeting with County staff.

## 2.0 **INSTRUCTION TO RESPONDENTS**

### 2.1 **Inquiries**

Refer all written Quotation inquiries to Harold Latham, Purchasing Coordinator, by facsimile at 780-968-8413 or email at [hlatham@parklandcounty.com](mailto:hlatham@parklandcounty.com).

Responses to written inquiries are available to all Respondents upon request.

### 2.2 **Request for Quotation Return**

Submissions in their entirety shall be sealed and enclosed in envelopes or containers clearly marked with the Request for Quotation number, description, complete return address and addressed to:

Parkland County  
53109A HWY 779  
Parkland County, AB T7Z 1R1  
Attention: Harold Latham, Purchasing Coordinator

Submissions must be received at the front reception desk at the predetermined time and date set forth or they will not be accepted for this particular Request for Quotation. Submissions received late will not be considered and will be returned by mail to the Respondent. Should the Respondent not include the return address on the upper left hand corner, the County may open the envelope for the sole purpose of retrieving an address to return the late tender documents.

Faxed bids will not be accepted nor considered. Any bids that are received via facsimile will be returned by mail to the Respondent.

Parkland County is not responsible for the timeliness of documents delivered nor will the County accept any Request for Quotation delivered to a location other than the Reception Desk at the above-specified address.

### 2.3 **Quotation Copies**

The Respondent shall provide one (1) original and two (2) copies of their Quotation.

**3.0 REQUIREMENTS/PRICING**

**3.1 Requirements**

The purpose of this Request for Quotation is to solicit submissions from Respondents who can supply gravel – buck shot 5 to 7 mm 100% Fractured, Double Washed to Parkland County.

Respondents shall submit Quotations based on the year 2010 construction season with a start-up date of April 2010. During the tenure of the agreement, the County shall commit to purchase amounts that are seasonably reasonable in year 2010 construction season only.

It is anticipated the quantities will fluctuate with the County’s activities. The County shall not be bound to purchase proposed quantities as stated, rather provide these numbers as a guide to the Respondent in determining the best prices/terms that can be proposed.

**3.2 Pricing**

Each Respondent is required to fill in all components of the price table. Any and all additional costs to the County for the contract period must be identified.

Company Name \_\_\_\_\_

<b>Delivery Details</b>	<b>Gravel Buck Shot 5 to 7 mm 100% Fractured, Double Washed</b>	<b>Price</b>
Estimated volume (in Tonnes)	400 Tonnes	
<b>Delivery to Stony Plain</b>	Price per tone	
Lead time required		
<b>Pick up from your site. Specify site location.</b>  _____	Price per Tonne	
Lead time required		

**Note: Parkland County reserves the right to purchase the complete quantity at one time if pricing is beneficial to do so.**

**4.0 PRODUCT DELIVERY**

Product delivery will be to the County Services Building located at 2700 – 48 Street, Stony Plain, AB T7Z 2Y1. All materials, supplies and services provided shall be subject to the County’s inspection.

Product to be picked up as required.

## 6.0 GENERAL TERMS AND CONDITIONS

### 1.0 SCOPE

These Terms & Conditions form a part of each RFP/RFQ of Parkland County, or any group associated with Parkland County, which is stated to be subject to Parkland County Terms & Conditions. Accordingly such Terms & Conditions shall form a part of each Contract created by the acceptance of a Proposal/Quotation relating to such RFP/RFQ.

### 2.0 DEFINITION OF TERMS

**Whenever used in the Request for Proposal/Quotation, including any forms to be included** as part of any proposal/quotation, the following words shall be deemed to have meanings as indicated below:

**“Business License”** means either a Parkland County or Tri-Municipal Business License as required by Parkland County’s Business License By Law.

**“Closing Time”** means the “Closing Time” specified in the RFP/RFQ.

**“Contract”** means the agreement(s) entered into by the County with the successful Proponent(s) for the goods, services or goods and services described in the RFP/RFQ;

**“Control”** means that the County has the authority to manage the Record, including its creation, use, disclosure and disposal.

**“County”** means Parkland County in the province of Alberta as represented by the Council of the County

**“Custody”** means that a party has physical possession of the Record.

**“FOIP Act”** means the Alberta Freedom of Information and Protection of Privacy Act.

**“Owner”** means Parkland County

**“Proponent”** means a person, firm or company submitting a proposal/quotation to Parkland County pursuant to the RFP/RFQ;

**“Proposal”** means the offer of a Proponent to furnish materials, supplies or services in response to an RFP/RFQ;

**“Record”** means information in any form, including proposals/quotations, reports, documents, drawings (computer generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

**“RFQ”** means this Request for Quotation of Parkland County including all forms to be included as part of any quote;

**“RFP”** means this Request for Proposal of Parkland County including all forms to be included as part of any proposal;

**“Sites”** means all lands, buildings and premises where goods are to be delivered or services performed.

**“Transitory Record”** is one that:

- has only temporary usefulness,
- is not subject to legislated retention,
- is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records are:

- Temporary information that can be destroyed once acted upon, (i.e. phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence)
- Draft documents and working materials are those Records used to prepare the master Record that is on file, (i.e. rough notes, preliminary drafts, dictating tapes, etc.)

**“Proponent”** means a Proponent to whom a Contract is awarded by the County for any or all of the goods and services described in the RFP/RFQ.

### 3.0 PROPOSAL/QUOTATION CONDITIONS

Proponents shall carefully read the Request for Proposal/Quotation documentation and submit proposal/quotations subject to all conditions contained in the proposal/quotation documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a proposal/quotation by a Proponent shall be construed by The Owner to mean that the Proponent agrees to abide by and carry out all conditions set forth in the proposal/quotation documents.

#### **4.0 PROPOSAL/QUOTATION CLARIFICATION**

Should the Proponent find, during examination of the proposal/quotation documents, any discrepancies, omissions, ambiguities, or conflicts on or between the proposal/quotation documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via facsimile only, not less than three days before the proposal/quotation closing time. The questions will be reviewed, and where information sought is not clearly indicated, The Owner will issue addenda, which will become part of the proposal/quotation documents. Should the Proponent fail to bring the discrepancy, omission, ambiguity of conflict to the attention of The Owner within the aforesaid time, the Proponent shall accept the decision of The Owner as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Proponent has included the most costly alternative in its proposal/quotation.

#### **5.0 AMENDMENTS**

The Owner reserves the right to amend or revise the proposal/quotation documents by addenda up to 48 hours prior to the proposal/quotation closing time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the closing time that it has received any and all addenda issued in relation to this proposal/quotation package

#### **6.0 SUBMISSION OF PROPOSAL/QUOTATION**

- 6.1 Proponents shall accept collect calls or provide toll-free telephone numbers for inquiries from Parkland County
- 6.2 No proposal/quotation shall be altered or amended after the Closing Time without the agreement of Parkland County.
- 6.3 More than one (1) option for proposal/quotation submission is acceptable provided that all options are clearly identified and follow the requirements of the RFP document.
- 6.4 When applicable, submission should include brochures, performance and test dates information for proposed product.

#### **7.0 ACCEPTANCE OF PROPOSAL/QUOTATION**

The Owner reserves the right, in the Owner's sole and unfettered discretion, to:

- accept any Proposal/Quotation submitted prior to the RFP/RFQ Closing Time, as specified in the RFP/RFQ;
- accept the written withdrawal of such Proposal/Quotation from the office at which the Proposal/Quotation was originally submitted;
- reject any or all Proposals/Quotations, at any time without further explanation
- reject or accept any proposal/quotation which contain qualifying conditions or otherwise fail to conform to the RFP/RFQ;
- waive any non-compliance with the proposal/quotation documents, specifications or any conditions

If the Proponent fails to state the time within which a proposal/quotation must be accepted, it is understood and agreed that the Owner shall have sixty (60) days to accept.

The lowest or any Proposal will not necessarily be accepted.

#### **8.0 PROPOSAL/QUOTATION PRICES**

- Proponents must specify pricing structure as identified in the appropriate section of this document.
- Pricing shall be quoted in Canadian dollars.
- Proponents are to quote prices based on F.O.B. the Owner's site specified.
- The Owner reserves the right to request satisfactory evidence of any price amendment.
- Proponent must specify down payment expectations.

#### **9.0 SOLE BID**

In the event that only one bid is received, Parkland County will request from that sole Proponent the following information:

- (a) Current published public sector pricing
- (b) Paid invoices for like items (like quality and quantity)
- (c) Price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related to the product the Owner feels justifies the cost of the product.

#### **10.0 DISCUSSION**

The Owner reserves the right to conduct discussions with any Proponent that submitted a proposal/quotation to assure full understanding of the proposal/quotation submitted.

#### **11.0 PROPOSAL/QUOTATION AWARD**

A proposal/quotation award decision may be made after the Owner has had an opportunity to examine and evaluate all proposals/quotations in detail. The Owner reserves the right to reject any or all proposals/quotations and to accept any part of one or more proposals/quotations. The decision of the Owner is final. This proposal/quotation does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal/quotation, provision of samples, or attendance at a pre- or post-award site meeting.

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## **12.0 CERTIFICATION**

Parkland County will not evaluate any Quotation until such time that the signed certification is received. If the signed certification is not enclosed at the time of the Proposal/Quotation submission, the County will make an effort to contact the proponent for the certification at which time the proponent will have two (2) business days to forward the signed certification. If no signed certification is received within the two business days, the Quotation will be disqualified and returned via mail to the proponent.

Order of contact will be as follows:

- Telephone call
- Fax
- Email

Contact will considered to have been made through any and all of these means. The proponent will then have two (2) business days in which to provide the signed certification and faxing will be acceptable in this instance.

Proponents must date and sign the certification page of this proposal/quotation. Failure to complete and sign will disqualify a proposal/quotation.

Note: A signed covering letter will not replace the requirement for signing the certification document

## **13.0 CONTRACT**

The signing of a formal written agreement shall constitute the making of a contract between the County and a successful Proponent. No Proponent shall acquire any legal or equitable rights in relation to the County until the signing of a written agreement by Parkland County. The Contract shall include all portions of the RFP/RFQ not expressly overridden in negotiations.

## **14.0 ALBERTA FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

This section provides general information regarding the responder's obligations in relation to the Alberta Freedom of Information and Protection of Privacy Act for the handling of information and Records related to both the responses to this Request for Proposal/Quotation and any subsequent contract. Responders may wish to seek their own legal advice on specific aspects of these obligations.

## **15.0 NEW TECHNOLOGY**

In the event that new technology is introduced during the term of any Contract relating to the materials, supplies and services provided under the Contract, and; if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Proponent will be notified of such findings. Discussions, regarding suitability of the new technology in relation to the existing stated requirements, will be held with the awarded supplier.

## **16.0 TIME**

All Time, except time of payment, is of the Essence.

## **17.0 ASSIGNMENT**

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the contractor hereunder shall be subcontracted to or performed on behalf of the contractor by any third party, except upon prior written permission by the Owner. As the contractor, you will not assign this contract, in whole or in part, nor sublet this contract as a whole, without the Owner's prior written consent. The Owner shall have the sole right to assign the contract.

## **18.0 SUBCONTRACTS**

No contractual relationship will be created between any subcontractor and the Owner. As the contractor, you agree to bind every subcontractor by the terms of the Contract Documents, as far as applicable to the work of the subcontract.

## **19.0 COMPLIANCE WITH LAWS**

The Proponent shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

## **20.0 FINANCIAL**

The Owner reserves the right to investigate Proponents financial position.

## **21.0 PROPONENT PERFORMANCE / DEFAULT**

Proponents aware of potential or pending supply difficulties must notify the Owner immediately of such difficulties before lack of supply of contracted products endangers the Owners ability supply products to user areas.

In the event of non-performance, the Owner reserves the right to acquire the items from alternative sources, and the Proponent shall be responsible for any costs beyond what has already been paid to the Proponent, required to complete the Work satisfactorily and will pay the amount thereof to the Owner on demand.

If the Proponent defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with any resulting contract as it affects the Proponent's obligations, the Owner will advise the Proponent in writing. If the default or deficiencies in performance are not resolved to the Owner's satisfaction within ten (10) days the Owner may, at its sole discretion, terminate any remaining portion of the contract with the Proponent upon five (5) days written notice delivered to the Proponent, free of any claim of the Proponent of every nature and kind.

## **22.0 FORCE MAJEURE**

- 22.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.
- 22.2 In the Event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 22.3 Should the Force Majeure event last for longer than thirty (30) days, the Owner may terminate the Agreement by notice to the contractor without further liability, expense or cost of any kind.

## **23.0 GOODS AND SERVICES TAX**

The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

## **24.0 INDEMNIFICATION**

The Proponent shall indemnify and hold the Owner harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Owner with respect to this Agreement.

The Proponent agrees to indemnify and hold harmless the Owner (including any of its bodies, agencies, councils, and associations, and their servants, agents, officers, directors, elected officials, successors, assigns, employees and personal representatives and each of them) from and against any loss resulting from negligence, claim, demand, damages, liability, and costs and permitted assigns. Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign this contract, or any of its rights or (including costs on a solicitor and his own client basis) to the extent caused or contributed by the acts or omissions of the Proponent, its employees, agents or anyone else acting under its direction and control, in the performance of this Agreement. This provision shall survive termination of this Agreement.

## **25.0 COMMITMENTS**

Nothing in this Request for Proposal/Quotation shall be construed as authority for the selected Proponent to make commitments, which shall bind the Owner to otherwise act on behalf of The Owner, except as the Owner may expressly authorize in writing.

## **26.0 PERSONAL INJURY / PROPERTY DAMAGE**

The Owner shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Proponent, its employees or agents, in the performance of any agreement.

## **27.0 INSURANCE**

The Proponent, with whom the Owner wishes to enter into an agreement, shall, at the Proponent's own expense, provide the Owner, with the following applicable Certificate of Insurance, with an insurer license in Alberta, prior to the commencement of any contract resulting from this Request for Proposal/Quotation:

- 27.1 Comprehensive general liability for an amount of not less than five million dollars (\$ 5,000,000.00) inclusive per occurrence.
- 27.2 Standard automobile insurance for all vehicles owned, licensed, or leased by the successful proponent for an amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence.
- 27.3 Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 27.4 Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.
- 27.5 Errors and Omissions insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.

## **28.0 WORKER'S COMPENSATION BOARD STATEMENT**

The Proponent shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta, amendments thereto, or any successor legislation; and shall upon notice by the Owner, provide evidence satisfactory to the Owner of said compliance with the Act within two (2) business days of request by the Owner.

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## 29.0 GOVERNING LAW

Any agreement resulting from the Request for Proposal/Quotation is governed and interpreted in accordance with the laws of the Province of Alberta.

## 30.0 JURISDICTION

The parties agree that the laws of the Alberta shall govern the contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

## 31.0 LIMITATIONS OF DAMAGES

Each proponent, by submitting a proposal/quotation, agrees that it will not claim damages in any court proceeding or other dispute resolution forum in respect of the within proposal/quotation process, including but not limited to representations made or purported to have been made at any time before, during or after the proposal/quotation process, including the interview, selection and negotiation phases, in excess of amount equal to the reasonable costs incurred by the proponent in preparing its proposal/quotation and each proponent specifically waives all other claims, in contract, tort or any other legal theory, including any claim for loss or profits or loss of business opportunity.

## 32.0 CONFIDENTIALITY

All documents submitted to the Owner are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act**. While this *Act* allows persons a right to access to records in the Owner's custody or control it also prohibits the Owner from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in *sections 16 and 17* of the *Act*. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in this Request for Proposal/Quotation is to enable Parkland County to ensure the accuracy and reliability of the proposal/quotation, and to evaluate the submission in response to the Request for Proposal/Quotation. This information is required by Parkland County to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to Parkland County under this Request for Proposal/Quotation that the FOIP Act will govern the privacy of the personal information as well as its possible disclosure by Parkland County to third parties, upon request.

Questions about the collection of personal information pursuant to this Request for Proposal/Quotation shall be submitted to the County's FOIP Coordinator.

## 33.0 DISCLOSURE OF PROPOSAL/QUOTATION CONTENTS

In the event that the Owner chooses to have a public opening, the Owner will only disclose the proponent's name and the total bid price, with or without GST as requested in this RFP/RFQ.

After all proposals/quotations have been opened, the Owner may, at its discretion, release to the public a summary of proponents and the proposal/quotation price submitted by each proponent.

## 34.0 INDEPENDENT CONTRACTOR

You are an independent contractor in the performance of this contract. No employer/employee relationship will be created between the Owner and the contractor, or between the Owner and the contractor's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in the contract, will apply to the contractor.

## 35.0 NO ADDITIONAL PAYMENT FOR UNAUTHORIZED WORK

No increase in the price of the Work or any additional payment will be authorized by the Owner or made to the Contractor as a result of any change to the Contract unless such increase or additional payment has been authorized in advance and in writing by the Owner's authorized representative. Only the Owner's authorized representative can make changes to this contract and all such changes must be in writing.

## 36.0 NO COLLUSION

Except as specified within its Proposal/Quotation, the Vendor declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in this Proposal/Quotation or in the proposed contract which may be awarded. There is no collusion or agreement, formal or informal, between the vendor and any other actual or prospective vendors in connection with Proposals/Quotations submitted for this RFP/RFQ, the vendor has no knowledge of the contents of any other proposal/quotation; and the vendor has made no comparison of figures, agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal/Quotation, except as declared within the Proposal/Quotation.

## 37.0 TERMINATION

- 37.1 The Owner reserves the right, at its exclusive option, to terminate the contract with the contractor without further liability at any time for cause by providing the Contractor with written notice.

37.2 Either party may terminate this Agreement by giving other party sixty (60) days written notice of termination. Written notice of termination must be given by certified letter.

**38.0 THE ENTIRE AGREEMENT**

38.1 This is the whole Agreement.

38.2 This supersedes any and all previous agreements, statements, or representations of the parties; and

38.3 This may only be amended by written and signed agreement of the parties.

**7.0 CERTIFICATION**

(Failure to complete, sign and submit this certification, with the quotation package, may disqualify this quotation)

We \_\_\_\_\_  
(Legal Company Name)

Of \_\_\_\_\_  
(Business address)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Facsimile number)

having examined and read the quotation documents for RFQ #Q100216PW as issued by Parkland County, do hereby bid and agree to provide the services/products in accordance with the quotation/RFQ documents, and do hereby agree to accept the terms and conditions set out in this Request for Quotation.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*Signature of authorized representative*

\_\_\_\_\_  
*Name and status of authorized representative (Print or Type)*

The personal information provided by you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that Act. The personal information that you provide may be made public, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.