



**The Rural Municipality of Oakview**

is accepting tenders for Hauling Gravel to Stockpile.

Sealed tenders clearly marked with

“STOCKPILE”

will be received until Monday, July 5<sup>th</sup>, 2021 at 4:30pm.

*Please drop off or mail tenders to one of the following addresses:*

**Rural Municipality of Oakview**

10 Cochrane Street

PO Box 179

Oak River, MB R0K 1T0

Or

**Satellite Office**

435 3<sup>rd</sup> Avenue

PO Box 130

Rapid City, MB R0K 1W0

General inquiries should be directed to:

Brad Kingdon, Manager of Public Works

204-868-5075

Email: [publicworks@rmfoakview.ca](mailto:publicworks@rmfoakview.ca)

# The Rural Municipality of Oakview Invitation to Tender

The R.M. of Oakview invites tenders for a two-year hauling contract for the loading and hauling of gravel to the municipal stockpile in the R. M. of Oakview.  
**Companies submitting a Tender must be experienced and qualified in gravel hauling and stockpiling.**

*A penalty of \$1,000.00 per day may be charged if projects are not completed by set date.*

## **Scope and Schedule of Work**

### **Scope of Work**

The scope of work includes loading, hauling, and stockpiling approximately 8,500 cubic yards of crushed gravel from the McIntyre Pit located in the NE ¼ 30-17-21 WPM in the R. M. of Yellowhead to the stockpile located at the road allowance on the SE ¼ of 35-15-22 W in the R. M. of Oakview for 2021 and 2022.

### **Schedule**

The proposed schedule is as follows:

-Tender Closes-	July 5 <sup>th</sup> , 2021 at 4:30 pm
-Tender Awarded-	July 7 <sup>th</sup> , 2021
-Start Date-	Hauling can commence after freeze-up annually.
-Completion Dates-	Prior to December 15 <sup>th</sup> , annually

If the Bidder is not able to complete the work within this time frame or is able to complete the work within a shorter time frame, the Bidder should specify in the tender, the start and end date of its proposed delivery schedule.

## **TENDER CLOSING**

Sealed tenders must be received by 4:30 pm on July 5<sup>th</sup>, 2021 ("Closing Date") at one of the following addresses:

Rural Municipality of Oakview  
10 Cochrane Street  
PO Box 179  
Oak River, MB R0K 1T0

OR

Rural Municipality Satellite Office  
435 3rd Avenue  
PO Box 130  
Rapid City, MB R0K 1X0

The time the sealed tenders are received will be conclusively deemed to be the time shown on the clock used by the RM of Oakview at each location for this purpose.

## **BIDDER INSTRUCTIONS & GENERAL TERMS OF TENDER**

### **1.0 Submission of Tenders**

Tenders in accordance with the Invitation to Tender, Bidding Instructions & General Terms of Tender must be received by the RM of Oakview by the Closing Date at the location(s) indicated in the Invitation to Tender. Tenders received after the Closing Date will not be considered. The RM of Oakview may extend the time and/or of the Closing Date by addendum for any reason and, in that case, the extended date and/or time of closing will become the new Closing Date.

Tenders must be delivered by hand or mail/courier in a sealed envelope clearly marked with the Tender title, Bidder's name and Bidder's address. Faxed, emailed or unsealed submissions will not be accepted.

### **2.0 Form of Tender**

Bidders shall submit one signed copies of the bid, in the form attached as Schedule A and setting out in sufficient detail:

- (i) Company name and contact information; and
- (ii) Bid price and GST listed as separate line items.

### **3.0 Signatures**

All Tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the bidder capable of legally binding the Bidder.

### **4.0 Conditions**

The Undersigned (referred to as the "Bidder" and the "Contractor"), have carefully read the Tender Documents and hereby agree to execute and complete the Work contemplated in strict accordance with the said Tender Documents as the prices shown in the Schedule of Prices.

It is understood that:

- (i) The prices quoted shall bear a proper relationship to the value of work done or materials supplied; and
- (ii) A penalty of \$1,000.00 per day may be charged if full scope of work is not completed prior to completion dates indicated above.

### **5.0 Rights and Reservations**

The RM of Oakview:

- (i) Reserves the right to reject any or all Tenders;
- (ii) May not accept the lowest price or any Tender and may, at its sole discretion, accept any Tender that is deemed to be most beneficial to the RM of Oakview;
- (iii) Reserves the right to waive informalities, irregularities, technicalities and minor non-compliances;
- (iv) May cancel this Invitation to Tender at any time prior to or after closing;

- (v) Reserves the right to accept a Tender in total or in part or to accept some or all options listed;
- (vi) Reserves the right, in the event that only one Tender is received, to terminate this tender Process and decline to accept the Tender;
- (vii) May reject any Tender that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind;
- (viii) Reserves the right to change the Scope of Work and retender the Project or negotiate the Scope of Work, or a portion thereof, if the RM of Oakview does not receive a substantially compliant bid within the RM of Oakview's budget;
- (ix) Reserves the right to reject any Tender submitted by any Bidder who has previously defaulted on a tender or otherwise failed to complete a contract with the RM of Oakview;
- (x) Reserves the right to consider its legal position and risk associated with entering into a contract with a party that the RM of Oakview is in litigation with or has a history of unsatisfactory performance; and

**MANDATORY CRITERIA**

Received by Closing Date

Part 1 – Signed Tender Agreement Received

Part 2 – Schedule of Prices

Part 3 – Proof of Workers Compensation Number Received

**7.0 Notice of Award**

The RM of Oakview will provide notice of award in writing to the successful Bidder.

**8.0 Revisions, Withdrawal and Irrevocability**

Amendments to tenders may be submitted in writing at any time before the Closing Date.

No amendments or revisions received after the Closing Date will be considered. Any amendment must be signed by an authorized signatory of the bidder and submitted in accordance with the requirements for the Bidder Instructions and General Terms of Tender, as set out above. All tenders will remain open for the Municipality's acceptance for thirty (30) days after the Closing Date.

**9.0 Costs of Preparation and Limitation of Liability**

All costs incurred by the bidder in the preparation and submission of their tender will be at their own expense. The RM of Oakview will not be liable to any bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the bidder in preparing and submitting their tender or participating in this tender process.

The Bidder relies on their own inspection and assessment of the work and the RM of Oakview shall not be responsible for errors or omissions committed by the Bidder in the preparation of their Tender.

### **10.0 Default of Bidder**

Upon the RM of Oakview selecting the Tender of a successful Bidder, the successful Bidder is bound to perform the work in accordance with the terms of this Invitation to Tender, the Tender Agreement for the price set out in the Tender submitted by the successful Bidder. If the successful Bidder:

(i) Fails or refuses to enter into the Contract for the Works or otherwise honour its Tender then such failure or refusal will be deemed to be a refusal by the successful Bidder to enter into the Contract and the RM of Oakview may, on written notice to the successful bidder, award the Contract to another party and claim damages against the successful Bidder for any costs or damages incurred by the RM of Oakview as a result of the Bidder's failure to honour its Tender and enter into a Contract for the Works.

### **11.0 Workers Compensation**

The successful Bidder shall comply with all provisions of the Worker's Compensation Act, with respect to all persons employed by the company and shall provide proof of coverage prior to commencement of the work.

### **12.0 Safety**

The successful Bidder shall assume the responsibilities of the Prime Contractor for the Work as provided in Section 7 of The Workplace Safety and Health Act and shall sign a document with the RM of Oakview identifying the successful Bidder as the prime contractor.

### **13.0 Prices**

The bid price will represent the entire cost before GST to the RM of Oakview. Notwithstanding the generality of the foregoing, bidders shall include in the bid price sufficient amounts to cover:

- (i) The costs of all labour, equipment and material included in or required for demolition and clean up, hauling and disposal of all material including all items which, while not specifically listed in the Schedule of Prices, are included in the Work;
- (ii) All overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the supplier. The bid price shall cover all taxes and assessments of any kind payable but shall not include GST. GST shall be listed as separate items.

### **14.0 Supply Contract**

The Contract for loading, hauling, and stockpiling, to be entered into between the RM of Oakview and the successful bidder, is referred to in this section as the "Contract" and the successful bidder is referred to herein as the "Contractor".

The Contract will consist of a Tender Agreement, signed by both parties, which will include these tender documents and the required specifications contained herein.

## **Schedule A**

### **BID SUBMISSION FORM**

#### **List of Contents**

Bidders are requested to use this form for the submission of bids.

This form consists of the following:

1. Tender Agreement
2. Schedule of Prices and Delivery Schedule

## TENDER AGREEMENT

The Agreement made on the . . . . . day of . . . . . in the year Two Thousand and Twenty One by and between the Rural Municipality of Oakview, Manitoba, hereinafter called the "RM" and . . . . . hereinafter called the "Contractor" witnesses: that the RM and the Contractor agree as follows:

### Article A-1

The Contractor shall:

- a) Perform the Work as required by the tender package for Hauling to Stockpile.
- b) Do and fulfil everything indicated by this Agreement; and
- c) Complete the contract no later than December 15th, annually.

### Article A-2

The Total Tender Price for loading, hauling and stockpiling 8500 yards is . . . . . Dollars and . . . . . Cents, (\$ . . . . . ), annually in Canadian funds, as detailed on Part B – Schedule of Prices and Delivery Schedule.

### Article A-3

This bid shall be open for municipal acceptance, binding and irrevocable for a period of thirty (30) calendar days following the Closing Date set out in the Invitation to Tender.

### Article A-4

Subject to applicable legislation and the provisions of the Contract Documents, the RM shall make payments in Canadian funds to the Contractor, on an annual basis once terms of the contract are satisfied.

### Article A-5

The R. M. of Oakview will not consider compensation submissions for damage to equipment caused while completing the scope of work.

### Article A-5

This Contract may be terminated for cause if the Contractor or Municipality fails to perform in accordance with the terms and conditions of this Contract following delivery of a written thirty (30) day notice stating the grounds for such default.

### Article A-6

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual member, or officer of the firm or Corporation for whom they are intended or if sent by post or by courier, to be delivered within five (5) working days of the date of mailing, dispatch or of delivery to the courier company when addressed as follows:

Rural Municipality of Oakview  
PO Box 179  
Oak River, MB, R0K 1T0

TENDER AGREEMENT  
(CONTINUED)

The Contractor at:

.....  
.....  
.....  
.....

Article A-6

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers' thereunto duly authorized.

**RM**

.....

Chief Administrative Officer

Witness Name

.....

Signature

Signature

**Contractor**

.....

Name & Title

Witness Name

.....

Signature

Signature

**PART B – SCHEDULE OF PRICE**

**RURAL MUNICIPALITY OF OAKVIEW GRAVEL HAULING AND STOCKPILING**

Description	Total Tender Amount
Load, haul and stockpile gravel from McIntyre Pit located in the NE ¼ 30-17-21 WPM in the R. M. of Yellowhead to the stockpile located at the road allowance on the SE ¼ of 35-15-22 W in the R. M. of Oakview for 2021 and 2022	\$

*\*Tender amount excluding GST*

Please state below the proposed dates for start of work and completion of work within the specified dates under Section 2.2 of the Invitation to Tender (or suggested alternative dates for start of work and completion of work):

Start of Work Date: . . . . .

Completion of Work Date: . . . . .

Bidder Company Name: . . . . .

Bidder Mailing Address: . . . . .

Bidder Contact Name: . . . . .

Bidder Contact Phone Number: . . . . .

Bidder Contact Email Address: . . . . .

Bidder Workers Compensation Number: . . . . .

**Equipment To Be Used:**

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