

INVITATION TO BID

Sealed Bids for:

Castor Flower Planting, 3-year contract, 5606 56 Street, Castor, Alberta

Will be received by:

Town of Castor
Box 479, 4901-50Ave
Castor, Alberta, T0C 0X0
Email: christopher@townofcastor.ca
Attention: Christopher Robblee

Time and date for Bid Closing is:

4:00pm local time on December 4, 2020 (the “Bid Closing)

1. The project is to include but is not necessarily limited to: flower beds and hanging baskets. Additional projects may be awarded to the proposal winner throughout the contract.
2. The successful Bidder shall be awarded a contract for the project which will have a completion date of November 30th, 2023.
3. All written inquiries regarding the project shall be emailed to christopher@townofcastor.ca c/o Christopher Robblee, however the bidder(s) acknowledge(s) and agree(s) that the Town does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the Town to provide any written response to a written inquiry. Telephone inquiries will not be replied to.
4. Submission of a bid by a Bidder gives the Town the right to require the Bidder to execute the contract to perform the project as set out within the documents. Bids may not be withdrawn after the Closing and will be irrevocable and open for acceptance by the Town for a period of thirty (30) days following the end of the day of the Closing. The Successful Bidder will be notified in writing of the award of the Bid when the Town delivers a letter of intent to the Successful Bidder.



INSTRUCTIONS TO BIDDERS

1. BACKGROUND

- 1.1 The Town of Castor (the “Town”) is seeking bids from companies to plant beds and flower baskets; as per “schedule A”.
- 1.2 Bid shall be divided into Group A and Group B separated bids.
- 1.3 The Town will receive bids until 4:00pm local time on November 15th, 2020 (“Bid Closing”).

2. SUBMISSION OF BIDS

- 2.1 Each Bid shall be addressed to the Town in a signed, sealed envelope clearly marked with the Bidder’s name, address and “Castor Flower Bid”. The sealed envelope containing the Bid shall be delivered before the Bid Closing to Town of Castor:

Town of Castor
Box 479, 4901-50Ave
Castor, AB, T0C 0X0
Attention: Christopher Robblee

- 2.2 Each Bidder shall submit a complete Bid on the Bid Form which forms part of the Bid Documents with the blank spaces filled in.
- 2.3 Proposals will be considered by the Town based on several factors including, but not limited to, quality of services to be provided and experience of the service provider. The Town reserves the right to reject any and all proposals, even if it is the lowest proposal based on financial considerations, work related experience or other such means.
- 2.4 The Town shall not be obligated to accept Bids that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind.
- 2.5 Bids shall not be withdrawn, modified or clarified after being delivered in accordance with the Bid Documents unless such withdrawal, modification or clarification is made in writing and actually received by Christopher Robblee of the Town of Castor prior to the Bid Closing. Any withdrawal, modification or clarification of the Bid must be followed by a letter of confirmation signed and sealed in the same manner as the Bid and delivered to the address for the Town of Castor in the Invitation to Bid within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

3. THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 3.1 All documents submitted to the Town will be subject to the protection and disclosure provisions of Alberta’s Freedom of Information and Protection of Privacy Act (“FOIP”). FOIP allows persons a right of access to records in the Town’s custody or control. It also prohibits the Town from disclosing the Bidder’s personal or business information where disclosure would be harmful to the Bidder’s business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. BIDDERS are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the Town



cannot assure BIDDERS that any portion of the Bidder's documents can be kept confidential under *FOIP*.

4. BID DOCUMENTS

4.1 The documents for the Bid are:

- Invitation to Bid
- Instructions to BIDDERS
- Bid Form

5. VARIATION IN BID DOCUMENTS AND NO IMPLIED OBLIGATIONS

5.1 The Bidder shall carefully examine the Bid Documents. Any errors, omissions, discrepancies, or clauses requiring clarification shall be reported in writing to the Town at least 3 calendar days prior to the Bid Closing. Where necessary the Town shall respond to reported errors, omissions, discrepancies, or clauses requiring clarification by way of Addenda.

5.2 Should a Bidder fail to report any such errors, omissions, discrepancies, or clauses requiring clarification at least 3 calendar days prior to the Bid Closing, the Town shall be the sole judge as to the intent of the Bid Documents.

5.3 No implied obligation of any kind by or on behalf of the Town shall arise from anything in the Bid Documents, and the express covenants and agreements contained in the Bid Documents and made by the Town, are and shall be the only covenants and agreements that apply.

5.4 Without limiting the generality of Article 5.3, the Bid Documents supersede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Bid made prior to the Bid Closing, and no changes shall be made to the Bid Documents except by written Addenda.

6. ADDENDA

6.1 Any changes to the Bid shall be in writing in the form of Addenda. Any Addenda issued to the Bid shall form part of the Bid Documents, whether or not the receipt of same has been acknowledged by a Bidder, and the cost for the project therein shall be included in the Bid Sum. Verbal representations shall not be binding on the Town nor form part of the Bid Documents. Technical inquiries into the meaning or intent of the Bid Documents must be submitted in writing to the person identified in Article 2.1 of the Instructions to BIDDERS.

7. PROJECT COMPLETION

7.1 The Successful Bidder shall complete the project within the time specified in the receipt of the Letter of Intent from the Town.



8. SUCCESSFUL BIDDER

- 8.1 Award of Contract by the Town occurs once the Bidder receives a Letter of Intent duly executed by the Chief Administrative Officer of the Town.
- 8.2 Following the receipt of the Letter of Intent, the Successful Bidder shall comply within the time required in Article 7.1.
- 8.3 Within 5 business days of receipt of the letter from the Town, the Successful Bidder shall duly execute the Contract and return the Contract to the Town.
- 8.4 Within 7 days of receipt of a Letter of Intent in accordance with Article 7.1, the Successful Bidder shall submit a proposed Schedule showing the anticipated time of commencement and completion of the project.
- 8.5 No Equipment shall be seen to be purchased, agreed upon or delivered and no work can commence until the Contract has been executed by both parties thereto, and the liability insurance as required by the Contract has been accepted and filed with the Town.

9. BID EVALUATION CRITERIA

- 9.1 Bids will be evaluated based on a number of factors, including Bid price, reference checks, delivery time, Bidder's qualifications, Bidder's previous experience, Bidder's financial capability, equipment suitability as determined by the Town, specifications of the project in relation to the instructions.
- 9.2 The Town may, in its discretion, request clarification from a Bidder during the evaluation process. A request for clarification will not allow a Bidder to revise, amend or otherwise alter its Bid price.
- 9.3 In assessing a Bidder's qualifications, the Town will consider information regarding the experience of the Bidder, reference checks that may be conducted by the Town, and previous experience with the Bidder in doing similar projects.
- 9.4 In evaluating Bids, the Town expects to select the Bidder which will provide the overall best value to the Town, as determined by the Town in its sole discretion.
- 9.5 The Town does so disclose a local privilege clause in the evaluation of any bid. Whereby any local bidder shall receive privileged treatment and consideration up to five (5) percent of the bid.

BID FORM

TOWN OF CASTOR

1.1 BID SUBMITTED TO

Town of Castor ("Town")
c/o Christopher Robblee
Box 479, 4901-50Ave
Castor, Alberta, T0C 0X0

Project: Castor Flower Proposal

1.2 BID PRICE

We, _____
(Company)
of _____
(Business Address)

having examined the Documents as issued by the Town, and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to complete the project required by the Bid Documents for the Sum as follows:

SCHEDULE "A" BID

- | | |
|------------------------------|----------|
| 1. Sub-Total (excluding GST) | \$ _____ |
| 2. GST | \$ _____ |
| 3. Total | \$ _____ |

SCHEDULE "B" BID

- | | |
|------------------------------|----------|
| 1. Sub-Total (excluding GST) | \$ _____ |
| 2. GST | \$ _____ |
| 3. Total | \$ _____ |

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Documents.

1.3 BIDDER'S INFORMATION

Legal Name: _____
Address: _____
Attention: _____
Phone: _____
Email: _____
Worker's Compensation Number: _____



1.4 PROJECT DETAILS

The bidder agrees to complete the following project and provide the following equipment in relation to the information provided in the invitation to bid and instructions:

FOR SCHEDULE A:

FOR SCHEDULE B:

All bidders are welcome to attach a plan sheet, or listing sheet explaining their projects instead of using the spaces provided. Further, bidders should highlight the cost to the Town for any additional items added over the course of the three year term, broken down by type.

Signatures:

Signed, sealed, and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

Signature: _____

Name & Title: _____
(Please Print or Type)

Dated at _____ this _____ day of _____, 20__



SCHEDULE A

The Town of Castor is currently planning for 2021-2023 spring and summer and is accepting proposals for the beautification on Main Street. Please see Group A and B below.

GROUP A

1. Fran's Hairstyling Corner
Concrete Planter – 30" Diameter x 16" Deep
Flower Bed – 5' x 14' x 16" Deep
2. Shangri-La Corner
Flower Bed – 3' x 12' x 16" Deep
3. Castor Pool
Concrete Planter – 60" Diameter x 16" Deep
4. ATB Corner
(2) Planters - 6" x 24" x 6" Deep
5. Library
Concrete Planter – 30" Diameter x 16" Deep
6. Cosmopolitan Hotel
Concrete Planter – 30" Diameter x 16" Deep
7. Vision Credit Union
Concrete Planter – 30" Diameter x 16" Deep
8. Post Office
Concrete Planter – 30" Diameter x 16" Deep
Concrete Planter – 60" Diameter x 16" Deep
9. Magnet AG
Concrete Planter – 60" Diameter x 16" Deep
Bed – 18" x 12' x 22" Deep
Bed – 16" x 20' x 8" Deep
10. Lodge
(3) Rectangular Planters – 8" x 18" x 8" Deep

SCHEDULE B

GROUP B

1. Hanging Baskets
(16) 16" Baskets