SE DESIGN AND CONSULTING INC.

713 Lakeshore Drive
COLD LAKE, ALBERTA
T9M 0C4

June 17, 2024

STURGEON LAKE CFS TEMPORARY MODULAR OFFICE COMPLEX
STURGEON LAKE CREE NATION CHILD AND FAMILY SERVICES SOCIETY
STURGEON LAKE, ALBERTA

ADDENDUM #2

This addendum is issued to revise and/or clarify the tender documents and shall become part of the contract.

CONTRACTOR TO NOTE THE FOLLOWING:

Revisions to Tender Documents:

1. The closing date for the tender has been extended to June 27, 2024, at 2:00 PM.
2. The cut-off date for questions has been extended to June 20, 2024, at 5:00 PM.
3. Revision to the address of the receiving office for the hard copy of the tender package to 713 Lakeshore Dr.

Please see attached for the revised Invitation to Tender and Instruction to Tenderers outlining the abovementioned revisions.

Issued this 17th day of June 2024 by:

SE DESIGN AND CONSULTING INC.

Chad Fletcher

Digitally signed by Chad Fletcher
DN: cn=Chad Fletcher, c=CA, o=CENTRE DE CERTIFICATION DU QUEBEC, ou=P. Eng., email=chadfletcher@roninconsultinggroup.ca
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2024.06.17 15:10:41 -06'00'

Chad Fletcher P.Eng.

NOTE: INDICATE ACKNOWLEDGEMENT OF RECEIPT
OF ADDENDUM ON PAGE 1 OF THE TENDER FORM
TOTAL PAGES IN ADDENDUM - 11 PAGES

SE DESIGN AND CONSULTING INC.

INVITATION TO TENDER

Sturgeon Lake CFS Temporary Modular Office Complex
Sturgeon Lake Cree Nation Child and Family Services Society

Sealed tenders marked **"Sturgeon Lake Cree Nation Child and Family Services Society – Sturgeon Lake CFS Temporary Modular Office Complex"** will be received at the office of SE Design and Consulting Inc. (SE Design) in Cold Lake up to **2:00 PM, June 27h, 2024**. Electronically submitted tenders **will be** accepted. In the case of email submission, a hard copy via mail, postmarked prior to the cutoff time will be required.

The Tender opening will not be public. SE Design will issue the unofficial tender results to all bidders who submit within two hours of the tender close. As an alternative, Contractors may contact SE Design and Consulting at 780-594-5380 two hours after the tender closing to receive the unofficial tender results from the opening.

The work generally involves the construction of:

Temporary Modular Office Complex – Site Preparation

1.	Stripping to a depth of 100mm	775m^3
2.	Supply and place water cistern and pump	Lump Sum
3.	Supply and place sanitary holding tank	Lump Sum
4.	Common excavation	3600 m^3
5.	Fill excavation	3320 m^3
6.	Supply and place engineered fill	6660 m^3
7.	Subgrade preparation	4500 m^2
8.	Supply, place, and compact gravel	3990 m^2
9.	Provisional: Supply and install geogrid	850 m^2
10.	Provisional: 20kg cement stabilization	850 m^2
11.	Shaping and grading of drainage ditch and swale	175 l.m.
12.	Supply and place topsoil	3000 m^2
13.	Broadcast seeding	4475 m^2
14.	Supply and install CSP	2 ea.
15.	Supply and install concrete parking bumper	11 ea.

Tender documents can be downloaded from the **sedesign.ca** website on or after **2:00 PM, June 4th, 2024.**

Tenders must be accompanied by a Bid Bond or Certified Cheque in the amount of 10% of the tender amount and made payable to Sturgeon Lake Cree Nation Child and Family Services Society.

A mandatory site visit will be held on **June 11th, 2024, at 1:00 PM MST** at the proposed project location. See ***Mandatory Site Visit Location Map*** in ***Appendix A*** for details.

All questions must be submitted to the Engineer in writing prior to **5:00 PM MST on June 20th, 2024.**

The lowest or any tender will not necessarily be accepted. The prices tendered will not be the only consideration in evaluating whether to accept the tender from a qualified tenderer.

Commitment to use of local forces, local economic impact, experience of personnel, nature of equipment used, proposed construction scheduling and references on previous work undertaken by the tenderer will also be considerations.

Chad Fletcher, P.Eng.

SE Design and Consulting Inc.
713 Lakeshore Drive
Cold Lake, Alberta
T9M 0C4

PHONE: 780-594-5380
FAX: 780-594-4486

1.0 Tender Submission

.1 The Tenderer is required to investigate and satisfy themself of everything and every condition affecting the work to be performed and the labour, material, and equipment to be provided, and it is mutually agreed that submission of a tender shall be conclusive evidence that the bidder has made such an investigation. Tenderer, having carefully examined the Contract Documents (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE *WORK* FOR THE CONSIDERATION SET OUT HEREAFTER) and the locality of the proposed work, and having full knowledge of the work required and of the materials to be furnished and used, hereby agrees to provide all necessary materials, supervision, labour and equipment and perform and complete all work and fulfill everything as set forth and in strict accordance with the Contract Documents.

.2 Tenders can be submitted in PDF format by way of email to SE Design and Consulting Inc. and/or by hard copy to SE Design and Consulting Inc. Cold Lake office. Where tenderers choose to submit electronically, the original hard copy is to be sent by regular mail or courier postmarked prior to the cutoff time. The tenderer is to submit the tender in a sealed, clearly marked envelope. The tenderer is to provide their name and address on the envelope. The envelope is to be addressed as follows:

Sturgeon Lake Cree Nation Child and Family Services Society
Sturgeon Lake CFS Temporary Modular Office Complex
SE Design and Consulting Inc. Offices
713 Lakeshore Dr
Cold Lake, Alberta
T9M 0C4

Attention: Chad Fletcher

For email submission, the tenderer is to send to **engineering@sedesign.ca** with a subject line as follows:

Sturgeon Lake Cree Nation Child and Family Services Society – Sturgeon Lake CFS Temporary Modular Office Complex

.3 Submit on Contract Tender Forms provided.

.4 All bid prices and other information required in the Tender Forms to be completed.

.5 Alterations to the Tender Forms or conditional letters may make tender submission liable to rejection.

.6 Sign Tender Forms and provide business address and telephone number.

.7 Sign the Compliance with Specifications form.

.8 Only duly authorized officials may sign Tender Forms.

.9 Tenders of corporations must be sealed with the corporate seal.

.10 Photocopy of the sealed tender will not be accepted and will be disqualified. Only the original sealed tender with the corporate seal will be accepted.

2.0 Examination of Documents and Site

.1 Carefully examine the Contract Documents and the site of the works prior to submitting the Tender.

.2 No claims for misunderstanding with respect to the conditions imposed by the Contract will be considered.

.3 The Contract Documents contain a section referred to as Special Provisions, which contain any changes or modifications to any specific sections of the Contract Documents.

.4 Changes to the Contract Documents during the tender period will be made by issuing an Addenda.

.5 Report any discrepancies in or omissions from the drawings and other documents to the Engineer.

.6 No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer shall affect or modify any of the terms or obligations herein stated.

3.0 Tenderer's Questionnaire

.1 Complete the questionnaire provided with Tender Documents identifying the necessary equipment and personnel to complete the work satisfactorily within the time stated in the Tender Form.

.2 Failure to complete this questionnaire may result in tender rejection.

4.0 Subcontractors

.1 Submit names of all subcontractors that will be employed on the work.

.2 Changes in subcontractors will not be permitted without the written consent of the Engineer.

5.0 Materials

.1 Submit names of materials suppliers, as well as trade and brand names of materials.

.2 Changes will not be permitted without written consent of the Engineer.

6.0 Tender Price

.1 Complete unit prices where required on the Tender Form.

.2 Extend product of unit prices and tender quantities and provide a total tender amount.

.3 Unit prices will govern where there is a discrepancy between unit prices and extended totals.

.4 Engineer will correct errors in extended totals where these occur.

7.0 Bid Bond or Certified Cheque

.1 Provide with tender submission a Bid Bond or Certified Cheque in the amount of 10% of the tender prices.

.2 Bid Bond must be issued by a Surety company licensed to conduct business in Alberta.

.3 A portion of or the entire amount of the Bid Bond or certified cheque will be forfeited to the Owner in the event the Tenderer fails to execute the Contract agreement or to provide the stipulated Surety Bonds.

.4 The amount retained by the Owner will be equal to the difference between the Tenderer's price and that price that the Owner may legally contract with another party to perform the work.

.5 Bid Bonds and certified cheques furnished by unsuccessful tenderers will not be returned after the Contract is awarded or as otherwise determined.

.6 Bid will be disqualified if Bid Bond is not submitted by the close of the tender period.

.7 The Contractor must provide proof of consent of surety by a Surety company licensed to conduct business in Alberta with the bid in the event they are the successful bidder.

8.0 Surety Bonding and Insurance

.1 To ensure the faithful execution and proper fulfillment of this Contract, the Contractor shall provide the Owner with the following bonds at the time of their execution of the Contract Agreement:

.1 A Performance Bond in the amount of fifty percent (50%) of the Contract Price covering the faithful performance of the Contract, including the corrections after completion provided for in Article 27 hereof, and the payment of all obligations arising under the Contract.

.2 A Labour and Material Payment Bond in the amount of fifty percent (50%) of the Contract Price covering the payment of all labour and material used or reasonably required in the performance of the Contract.

.2 These bonds must be issued by a surety company licensed to conduct business in the province or territory wherein the Work is located and shall be provided on forms acceptable to the Engineer and compatible with the forms contained within the Contract Documents.

.3 If awarded Contract, provide certification of insurance coverage as required by General Conditions.

.4 Provide bonding and certification of insurance coverage with the executed Contract Agreement within ten (10) days after being notified of the award of the Contract.

9.0 Revision of Tender

.1 Revisions to the tender by FAX to 780-594-4486 will be accepted if received prior to the specified closing time to the office of SE Design and Consulting on the date the tender closes.

.2 Faxed tenders will be accepted only if the original of the tender security is delivered to the office of SE Design and Consulting prior to the specified closing time on the date the tenders close.

10.0 Withdrawal of Tender

.1 Tenders may be withdrawn by the Tenderer any time prior to one (1) hour of the time set for the closing of the tenders.

11.0 Tender Rejection

.1 The Owner reserves the right to reject any or all tenders.

.2 The lowest tender will not necessarily be accepted.

.3 Any tender that is incomplete, obscure, or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has insufficient or irregular surety, may be rejected.

12.0 Alternative Materials and Equipment

.1 The Contractor must construct the work using the product type and brand specified unless the Engineer approves alternative products.

.2 Contractor will submit alternate products seven (7) days before tender closing for engineer review. Alternate products submitted for engineer review six (6) days before tender closing will not be accepted.

.3 The Engineer will evaluate alternative products and issue an addendum if the alternate product is approved.

13.0 Safety Prequalification

1. Contracts will only be awarded to tenderers who, prior to the time fixed for receiving tenders, possess a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC) for a standard COR or a COR Equivalency Letter (COREL) for out of province Bidders, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs or CORELs.

2. The COR, TLC or COREL must be relevant to the work.

3. Possession of a Certificate of Recognition other than a standard COR, TCL or COREL, such as a Small Employer Certificate of Recognition (SECOR), is not acceptable.

4. Prospective Bidders who do not possess a standard COR, a TLC for a standard COR, or a COREL and wish to obtain information about obtaining one are advised to contact:

   The Alberta Construction Safety Association
   225 Parsons Rd, SW
   Edmonton, Alberta T6X 0W6
   Telephone: (780) 453-3311 or 1-800-661-2272
   Fax: (780) 455-1120
   Email: support@youracsa.ca

https://www.youracsa.ca

5. or another certifying partner authorized by the Alberta Ministry of Labour.

6. It is the Bidder's responsibility to ensure their registration in the program is properly documented with the issuing certifying partner; the Owner will assume no liability for errors or omissions in this regard.

14.0 Tender Evaluation

.1 The Sturgeon Lake Cree Nation's tendering processes aim is to ensure that the most suitable contractor is selected for each project.

.2 A tender evaluation process using weighted criteria is adopted to determine the tender that offers the best value. This process is utilized where the performance of the contractor is of crucial importance to achieving the required outcome.

.3 The method of tender evaluation requires that selection criteria, in addition to price, are included in tender documents and form part of the tender assessment process. A system of selection criteria is used to compare tenders and identify the tenderer with the best performance, experience, cost, and value for money.

.4 The selection criteria are as follows:

1. Socio-economic community impact (maximum 15 points): The Nation is looking to award the work to a contractor that will work with the community to see a positive socio-economic impact from the construction works.

   Tenderers are required to commit to the number of hours of work they intend to provide to self-identifying indigenous workers with a focus on Sturgeon Lake Cree Nation Members. The evaluation will also take into consideration work completed by other Indigenous workers, including members of other First Nations, Inuit, and Metis.

   a. Point will be awarded as:

      i. Maximum 5 points for hours expected to be worked by Sturgeon Lake Cree Nation members.

      ii. Maximum 5 points for hours expected to be worked by other self-identified First Nations, Metis or Inuit workers.

      iii. Maximum 5 Points for value of expected contracts with subcontractors and/or vendors based in the Nation.

b. The points will be awarded in each category by the following formula:

Socio-Economic Community Impact Points = $(H/H_A) \times 5$

Where H is the comparative hours/value for the category, and H_A is the average of the total work hours/value submitted by all tenderers. If the calculated value is negative, the allocated score shall be 0.

2. Relevant Experience (maximum 10 points): Previous experience of the tenderer needs to be assessed in relation to the fields of expertise required to achieve the project's intended outcomes. Recent experience is more valuable than historical experience. The company's previous experience in technical areas comparable to the tendered project, the scale of past projects, the role undertaken within those projects will be considered, and the company's overall safety record.

The Contractor must fill in the "Relevant Experience" form for three (3) projects included with the tender form. Failure to provide the information on three projects will result in a score of zero. For example, if the Contractor provides information on two projects, they will get 2/3 of the points.

2. Past Performance (maximum 9 points): The tendering organization's performance in completing past projects to the quality standards required, time performance, within budget, claims history, and project management will be assessed. The Contractor must fill in the form titled "Past Performance" for three (3) projects included with the tender form.

The Contractor must fill in the form titled "Past Performance" for three (3) projects included with the tender form. Failure to provide the information on all three projects will result in a score of zero. For example, if the Contractor provides information on two projects, they are eligible for 2/3 of the points.

3. Safety (maximum 6 points): The tendering organization's safety record for the past three years, including the latest WCB premium statement that details if your company paid a surcharge or discount. Failure to provide the information will result in a score of zero.

.4 Price (maximum 60 points): The price is the sum that the Owner would be required to pay to the tenderer for the work or service provided. This must include all costs over the duration of the contract. The tenderer's Bid Price Rating will be determined with the following formula:

Tender Bid Price Rating = $(1-(P-P_m)/P_m) \times 60$

Where P is the comparative offer of the tender offer under consideration, and P_m is the comparative offer of the lowest price received. In the event that the calculated value is negative, the allocated score shall be 0.

The following table is an example of a tender evaluation:

Scoring Price

Tenderer	Tenders (in ascending order)	Scoring Price
Tenderer #1	$1,282,000.00	60
Tenderer #2	$1,333,000.00	57.6
Tenderer #3	$1,925,000.00	29.9

Total Scores

	Tenderer #1	**Tenderer #2**	**Tenderer #3**
Non-Price Points			
Socio-economic community impact (max 15 pts)	12.53	11.05	8.72
Relevant Experience (max 10 pts)	9.33	8.17	7.50
Past Performance (max 9 pts)	8.50	8.13	6.88
Safety (max 6 pts)	5	4	6
Total Non-Price Points (max 40 pts)	35.36	31.35	29.10
Price Points (max 60 pts)	60	57.6	29.9
Totals (max 100 pts)	**95.36**	88.95	59.00

15.0 Award

.1 The Owner, or the Consultant, on behalf of the Owner, will issue a Notice of Award in writing to the successful Tenderer.

.2 Notice will be given not later than sixty (60) days following the closing of tenders.