



REQUEST FOR QUOTATION

Town of Edson Sidewalk Repair

(RFQ No.: TRANS-2023-002)

Transportation Services

RFQ ISSUE DATE:

August 4, 2023

RFQ CLOSING DATE:

August 18, 2023

RFQ CLOSING TIME:

16:00:59 MST



605 - 50th Street
P.O. Box 6300
Edson, AB T7E 1T7
www.edson.ca



DATE: August 4, 2023

Name _____
Address _____

Competition No.: TRANS-2023-002

Published Date: August 4, 2023

Town Contact: Ryan O'Sullivan

APC Bidding System Submission Instructions:

Electronic Bid Submissions shall be received by the APC Bidding System, no later than **16:00:59 MST. on August 18, 2023**

Town of Edson Curb, Gutter, and Sidewalk Repair

If submitting via email, please reference this title in the subject line.

Quotations must be received by the submission deadline outlined above, electronically, or through the Bidding System. The closing time and date shall be determined by the Bidding System's web clock. Late submissions are not permitted by the Bidding System.

Respondents are cautioned that the timing of the quotation submission is based on when the quotation is **received** by the Bidding System, **not** when a quotation is submitted by a respondent, as quotation transmission can be delayed due to file transfer size, transmission speed, etc. For these reasons, it is recommended that respondents allow sufficient time to upload their submission and attachment(s) - (if applicable) and to resolve any issues that may arise.

The Town of Edson will only accept quotations by email.
ryano@edson.ca

Note: Quotations will not be opened publicly.



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This Request for Quotation (the “RFQ”) is issued by The Town of Edson. This RFQ consists of the following sections:

1. Section 1 - Introduction
2. Section 2 – RFQ Process
3. Section 3 – Respondent Acknowledgement

1. INTRODUCTION

The Town of Edson invites interested Vendors (respondents) to submit a quotation for the reconstruction and/or repair of marked locations of damaged curb, gutter, and sidewalks in the Town of Edson and all associative work with this. The submission deadline for this RFQ is August 18, 2023, at 16:00:59 MST.

1.1. Background

We are looking to have several damaged curbs, gutters and sidewalks repaired within the Town of Edson. We have a budget in place to repair several of our concrete issues and this RFQ will be a per meter cost.

The Deliverables

This RFQ is for the complete repairs, for sidewalks, curb and gutters needing to be reconstructed or repaired, and all associated workers required to complete this task. This will include:

- a) Checking grades for gutter lines to properly drain roadway.
- b) Back filling base materials under curb and gutter and sidewalk.
- c) Grading and Repouring barrier/rollover curb, gutter, and sidewalks.
- d) Possible backfilling disturbed boulevards by construction.
- e) Providing traffic control when required.
- f) Providing asphalt repair when disturbed by construction.

As well as ensuring all the Town of Edson and Alberta Transportation standards are followed.

Work per m or m3 with Base materials

1.5m Sidewalk	m	\$ _____
1.8m Sidewalk	m	\$ _____
Barrier curb and gutter	m	\$ _____
Rollover curb and gutter	m	\$ _____
Monolithic curb gutter sidewalk	m	\$ _____
Boulevard with hydroseeding	m	\$ _____
Asphalt repair	m3	\$ _____

A list of Sidewalks, Curb and Gutters to be repaired or reconstructed will be provided to company awarded.



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1.2. Material Disclosure

The Town of Edson requires a quote and schedule to complete this work.

- a) This work must be completed before October 20, 2023.
- b) if any work is to be located on the Alberta Transportation Hwy 16. Notification has been given that repairs are required. The winning bidder will be required to complete, submit, and have approvals from Alberta Transportation for the work before construction can commence.

1.3. Trade Agreements

Respondents should note that procurements falling within the scope of Chapter 19 of the *Comprehensive Economic and Trade Agreement*, Chapter 5 of the *Canadian Free Trade Agreement* and the *New West Partnership Trade Agreement* are subject to those trade treaties, but that the rights and obligations of the parties shall be governed by the specific terms of each quotation call.

1.4. Applicable Laws

During performance of the deliverables, the selected respondent must comply with all applicable statutes, regulations, bylaws, rules, orders and other requirements enacted or imposed by Federal, Provincial, Municipal or other governmental bodies, agencies, tribunals or other authorities (as may be amended or substituted from time to time), including, without limitation, the *Worker's Compensation Act* (Alberta), *Occupational Health and Safety Act* (Alberta) and the *Labour Relations Code* (Alberta). The selected respondent is responsible for obtaining any permits, licenses, including a Town of Edson Business License, or certifications (and any associated fees or charges) required by such statutes, regulations, bylaws, rules, orders and other.

The respondent, at the request of the Town of Edson, must provide all copies of permits, licenses or certifications.

1.5. Terms and Conditions

The terms and conditions, which shall govern the provision of the deliverables with the selected respondent, are attached to this RFQ letter as Appendix A.

Upon notification of a contract award, the successful "respondent" shall be required to provide the following documentation:

- Insurance Policy**
- WCB letter indicating good standing**
- Verification of a valid Certificate of Recognition (COR), or Small Employer Certificate of Recognition (SECOR) or equivalent acceptable Safety program**
- Bonding or other security requirements as may be required by the Town to secure performance of the Deliverables**

1.6. Non-Canadian Respondents

Due to restrictions set by the Federal Government of Canada on foreign persons coming to Canada to perform work under a contract with a Canadian company, if a non-Canadian Respondent is selected by the Town of Edson, prior to entering into the Contract, the Town of Edson will request the Respondent to provide the additional information regarding its personnel. Admission clearance to Canada for Foreign Workers is approved by the Government of Canada. The Respondent is responsible to ensure any personnel entering Canada under this contract meets Immigration Canada requirements.



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In order to submit an Offer of Employment the Town of Edson requires the following information from each Foreign Worker that will be requesting permission to enter Canada to work:

- Family name (surname) as shown on the passport.
- Given name(s) as shown on the passport.
- Gender
- Date of Birth
- Country of Birth
- Country of Residence
- Citizenship
- Passport Number
- Education (degrees/diplomas/certifications) and any licenses (state engineering licenses)

2. RFQ PROCESS

2.1. Schedule

Information relevant to this RFQ process is set out in the following schedule:

Deadline for Questions	August 15, 2023
Submission Deadline	August 18, 2023, at 16:00.59 pm
Anticipated Award Date	August 22, 2023

The Town may, in its sole discretion, amend any date or time in the schedule, including the submission deadline. Any amendment to the submission deadline will be communicated to respondents through the issuance of an addendum in accordance with Section 2.3.

2.2. Quotations should be submitted in the prescribed manner.

Respondents should submit their bids **through email (ryano@edson.ca)**.

2.3. Questions and Clarifications

The point of contact at the Town of Edson for any queries or questions related to this RFQ (RFQ Contact Person) is:

Attention: Ryan O’Sullivan, Transportation Services and Fleet Manager.

Email: ryano@edson.ca

Respondents should contact the RFQ contact person with any questions, by email only, prior to the deadline for questions noted in Section 2.1 – schedule. This will allow the Town of Edson, at its discretion, to issue an addendum prior to the anticipated last date to Issue addenda. Questions received after the Deadline for Questions will be addressed if time permits. It is the responsibility of the Respondent to seek clarification on any matter it considers to be unclear. The Town of Edson will not be responsible for any misunderstanding on the part of the Respondent concerning this RFQ or its process.



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If, in the Town of Edson's sole discretion, responses to respondent questions require an amendment to this RFQ, such amendment will be prepared and posted in accordance with Section 2.3. Only a response to a respondent's question that has been incorporated into or issued as an addendum will modify or amend the RFQ.

2.4. Past Performance, References and Misrepresentation/Others

- i. The Town of Edson evaluation may include information provided by the respondent's references and may also consider the respondent's past performance on previous contracts with the Town of Edson or other institutions. The Town of Edson may disqualify the Respondent or rescind a contract subsequently entered into if: (a) the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the Respondent to honour its pricing or other commitments made in its submission; or (c) any other conduct, situation or circumstance, as solely determined by the Town of Edson, that constitutes a conflict of Interest.
- ii. The Town of Edson's policy is to refuse to do business with parties who do not act in good faith towards the Town, whether by failing to live up to the terms and standards of their agreements or by entering frivolous or vexatious litigation with the Town of Edson. Accordingly, the Town of Edson will review submissions based on past performance and any history of litigation in accordance with its policies.
- iii. The Town of Edson may prohibit or disqualify a Respondent from participating in a procurement process based on (ii) above.

2.5. Vendor Performance

- i. The successful Respondent may be evaluated periodically throughout the course of the work or at the end of the project, as the case may be. Any evaluations may be shared with the successful Respondent with the goal of immediate resolution to where problems and concerns occur.
- ii. The Town of Edson and the successful Respondent acknowledge that delays in performance may arise due to events beyond their reasonable control. Such delays will be excusable, and the relevant obligations suspended, but only for such time as the cause for the delay remain beyond the reasonable control of the obligated party.

2.6. No Lobbying

A Respondent may not, in relation to this procurement or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Respondent(s). Without limiting the generality of the above statement, at any time during the RFQ process, Respondents and Respondent Team Members are prohibited from contacting, or attempting to contact, either directly or indirectly, any of the following persons or organizations on matters related to the RFQ process, the RFQ documents, or the quotations:

- a) Any member of the evaluation committee.
- b) Any person employed or engaged by the Town of Edson, or any person who was previously employed by the Town of Edson and who would have information relating to the procurement of the Deliverables, other than the Town of Edson's Contact.
- c) Any member of the municipal council of the Town of Edson or any member of a councillor's staff; or
- d) Any other Respondent or Respondent representatives



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2.7. Respondent Costs

Respondents shall bear their own costs associated with or incurred in the preparation and presentation of its submission, including, if applicable, costs incurred for interviews or demonstrations.

2.8. Debriefing

Respondents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town of Edson's contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the Respondent in presenting a better submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

2.9. Notification of Award

Respondents will be notified of the outcome of the procurement process in the same manner that this RFQ was originally posted.

2.10. Consent of Surety

The respondent shall provide a Consent of Surety executed under seal by a surety company licensed as an insurer in the Province of Alberta. The Consent of Surety provides guarantees that, if the contract is awarded to the respondent, the surety company will furnish the bonds as may be required by the contract.

In lieu of a Consent of Surety, the respondent may choose to submit a letter from a recognized financial institution stating that they will furnish either a Certified Cheque or Letter of Credit in the name of the Town of Edson, if the contract is awarded to the respondent. The Certified Cheque or Letter of Credit shall remain in effect for the stated warranty period following substantial completion for the performance bond requirement.

2.11. Safety

The respondent shall provide either:

- i. A current copy of an issued COR or SECOR endorsed by the Government of Alberta, or an equivalent certificate or designation under an equivalent program in a jurisdiction other than Alberta.
- ii. A Temporary Letter of Certification endorsed by the Government of Alberta, or an equivalent certificate or designation under an equivalent program in a jurisdiction other than Alberta; or
- iii. A detailed safety program may be submitted as an alternative to the above, however this will be a discretionary alternative as The Town reserves the right to accept or deny this submission.

The Town encourages Respondents who presently do not have COR or an equivalent certificate or designation under an equivalent program, to register into this program. For more information and how to register for this program visit: <https://www.alberta.ca/get-certificate-recognition.aspx>.



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2.12. Stages of Evaluation

The Town will endeavour to complete the evaluation of all compliant quotations received within 10 days of the closing deadline. The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all the mandatory requirements. Those submissions that satisfy the mandatory requirements will proceed to Stage II.
- Stage II will consist of a scoring based on the Evaluation Criteria set out below:

Price and Non-Price Factors

Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

Rated Criteria Category	Submission Method <i>(either–Document upload, or Online form or both –delete this statement once completed)</i>	Weighting (Points)
Schedule		25%
Other work done for Town		25%
[**Price**]		50%
Total Points		100%

2.13. Rated Criteria Submission Requirements

Rated criteria will be on Price and schedule and other work done in the town of Edson.



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PART 3 – RESPONDENT ACKNOWLEDGEMENT

In responding to this RFQ, and to be eligible for consideration, each respondent must complete a **Quotation Form** that among other things acknowledges its acceptance of the RFQ provisions set out below:

1. Terms of Reference and Governing Law

- a) This RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations.
- b) The respondent shall keep this RFQ and any contract that may result from this RFQ process confidential.
- c) Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation.
- d) The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.
- e) No legal obligation regarding the procurement of any good or service shall be created between the respondent and Town until the Town accepts the respondent's response in writing.
- f) When evaluating quotations, the Town may request further information from the respondents or third parties in order to verify and clarify the information provided in the respondent's submission, and the Town may revisit and re-evaluate the respondent's submission or ranking based on any such information.
- g) The Town's evaluation may include information provided by the Respondent's references and may also consider the Respondent's past performance on previous contracts with the Town or other institutions. The Town may disqualify the Respondent or rescind a contract subsequently entered if the Respondent's response contains misrepresentations or any other inaccurate, misleading, or incomplete information.
- h) The respondent consents to the Town's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ.
- i) The Town may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading, or incomplete information.
- j) The Town may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by the Town, that constitutes a Conflict of Interest;
- k) Any contract awarded pursuant to this RFQ is subject to budget availability.
- l) The Town may cancel this RFQ process at any time; and



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m) These terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein.

2. Ability to provide Deliverables.

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the quoted price and has provided a list of any subcontractors to be used to complete the proposed contract.

3. Non-binding Price Estimates

Respondents should provide pricing for the Deliverables within the provided online Price Form(s)

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing includes all applicable duties and taxes, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Town, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law,

4. Tie Score

In the event of a tie score, the selected respondent will be determined by the respondent whose products and services are the most environmentally sound. The Town may request additional information from respondent to make this determination. If the Town is unable to determine which respondent has more environmentally sound products and services, then the tie will be resolved by way of a coin toss.

5. Conflict of Interest

The respondent acknowledges that it does not have any conflict of interest in respect of submitting a response to this RFQ or in providing the Deliverables.

For the purposes of this section, the term "Conflict of Interest" means:

(a) in relation to the RFQ process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its quotation that is not available to other Respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFQ process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.



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6. Confidential Information of Respondent

A respondent should identify any information in its quotation, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The respondent acknowledges that the Town is subject to the *Freedom of Information and Protection of Privacy Act*. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the Town of Edson contact person.



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APPENDIX C – Checklist of Engineering Service Categories

Proponents shall place a complete the corresponding boxes below which will illustrate whether the services will be completed in-house or by the services of a sub-contractor.

Referencing Section 2.2 of this RFPQ document - The categories of services that are required within this prequalification shall include (but are not limited to).

Engineering Service Categories	(Proponents) Contracting Firm – will be providing In-House Service	*Identify the Sub- contractors Firm Contact Representative and Phone Number
Concrete		
Survey		
Asphalt		



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APPENDIX E – Insurance Requirements

Proponents shall sign and return this form with their Proposal.

Generic Requirements:

General Liability Insurance with a policy limit of \$2,000,000 per occurrence. The policy must:

1. List the Town as an additional insured.
2. Contain a cross liability clause.
3. Contain a contractual liability clause.
4. Contain a non-owned automobile clause.
5. Include a waiver of subrogation in favour of the Town.
6. Be endorsed to provide the Town with 30 days’ written notice of cancellation.
7. Have a deductible not exceeding \$5,000, with the Consultant to be responsible for payment of all deductibles.

Professional Liability Insurance (Errors and Omissions) with a policy limit of \$2,000,000 per occurrence.

Automobile Liability Insurance on all vehicles owned, operated, or licensed in the consultant’s name, with limits of not less than \$2,000,000 per occurrence.

INSURANCE

INSURANCE BROKER (AGENT): _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL ADDRESS:

By signing below as a requirement of the Town, the successful proponent(s) agree to maintain the minimum insurance requirements as stated above throughout the duration of the Consulting Services Pre-Qualified term (March 2023 – March 2026)

Signature of Respondent Representative

Name and Title

I have authority to bind the respondent.

Date: _____



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APPENDIX F – Clients past projects with the Town of Edson.

Location	Contact Name at town	Phone Number	Project Overview	Date Services Provided