



INVITATION TO TENDER



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Town of Edson Curb, Gutter and Sidewalk Repair

ITT-2024-32-004

Transportation and Parks

ITT ISSUE DATE:	Monday, June 17, 2024
ITT CLOSING DATE:	Thursday, July 4, 2024
ITT CLOSING TIME:	14:00:00 (2:00 P.M) MST



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DATE: June 17, 2024

Name _____

Address _____

This Invitation to Tender (the “ITT”) is issued by The Town of Edson (the “Town of Edson”). This ITT consists of the following sections:

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

SECTION 1. INTRODUCTION

The Town of Edson invites interested Vendors (Respondents) to submit an Invitation to Tender to reconstruct and/or repair curb, gutter, and sidewalks. The Town of Edson’s Transportation and Parks in accordance with Town of Edson’s Maintenance Practices. The submission deadline for this ITT is Thursday July 4, at 14:00:00 p.m. (2:00 P.M) MST.

1.1 . Background

The Town of Edson is looking to have several damaged curbs, gutters, sidewalks, and concrete deficiencies repaired or reconstructed. Work to be started and completed before August 30, 2024.

1.2 . The Deliverables

The ITT is for the complete repairs of curbs, gutters, and sidewalks needing to be reconstructed, repaired, and all associated work required to complete this task. No order for supplies and services will be processed without an authorized purchase order number. A copy of these authorizing purchase order numbers will be provided to the Contractor by the Town for each order placed. Deliveries will not be made without quoting an authorized purchase order number. All invoices will be forwarded to payables@edson.ca and must quote TOWN OF EDSON ITT-2024-32-004 curb, gutter, and sidewalk repair, with the authorized purchase order number.

- All products are priced F.O.B. to Edson.
- List and locations of all sidewalks will be presented to the Tender winner.

WARRANTY

- All products and services are guaranteed for 120 days.



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1.3. Material Disclosure

Work per m or m3 with Base Materials		Cost
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	M3	\$

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

This will include:

- Checking grades for gutter lines to properly drain roadway.
- Back filling base materials under curb and gutter and sidewalk.
- Grading and Repouring barrier/rollover curb, gutter, and sidewalks.
- Possible backfilling disturbed boulevards by construction.
- Providing asphalt repair when disturbed by construction.

Evaluation Process

- Tenders will be evaluated by an evaluation team using the evaluation criteria and weightings specified.
- The Evaluation Team will be comprised of representatives of the Town of Edson.
- Proponents are deemed to understand and agree that the Tenders submitted by them will be used by the evaluation team in determining, according to the evaluation team's sole and best judgment and discretion, the Proponent who is best qualified to provide the required product and services which offers the best value to the Town of Edson.
- The Town of Edson will assign scores at the sole discretion of the Evaluation Team assigned to the project.



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Rating		Explanation
5	Excellent	Exceeds requirements / adds value
4	Above Average	Exceeds minimum requirements
3	Average	Meets minimum requirements
2	Below Average	Falls short of expectations / lacking innovation
1	Poor	Fails to meet minimum requirements
0	Non-Responsive	Did not attempt to address requirements

1.4 . 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.

1.5 . 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 requirements. At the Town of Edson's request, the Respondent, if successful, must provide to the Town of Edson a copy of such permits, to include a valid Town of Edson Business license and all other requirements as listed in **1.6 Terms and Conditions**.

1.6 . Terms and Conditions

The Terms and Conditions, which shall govern the provision of the Deliverables with the selected Respondent, are attached to this ITT letter.

Upon notification of a contract award, the successful Respondent shall be required to provide the following documentation: The successful Respondent will be required to provide.

- Insurance Policy (Minimum 2,000,000.00 Liability) 30-day cancellation notice, and Town of Edson named as additional insured on the certificate.
- WCB letter indicating good standing (within 30 days current)



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- 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 may be required by the Town of Edson to secure performance of the Deliverables.
- Valid Town of Edson Business License.

1.7 . 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 the Contract, the Town of Edson will request the Respondent to provide additional information regarding its personnel Information. 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.

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)



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2. ITT PROCESS

2.1. Schedule

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

Key Dates

Respondents’ proposal clarifications (Q&A) - directed via email. ryano@edson.ca	Closing Date for Q&A Process. Friday June 28, 2024 @ 14:00:00 p.m. (2:00:00p.m.) MST
Submission Closing Date & Time (Electronic Version – Email Only)	Thursday July 4, 2024 @ 14:00:00p.m. (2:00:00p.m.) MST
Successful Pre-Qualified Proponent(s) notification	Friday July 12, 2024 @ 16:00:00 p.m. (4:00:00p.m.) MTS
Successful Pre-Qualified Proponent(s) Term -	Expected Delivery Date July 22, 2024

*All dates and times are subject to change.

The Town of Edson 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 will be required to submit their bids online through the APC Bidding System, or email to ryano@edson.ca

2.3. Amendments to the ITT by Way of Addenda.

This ITT may only be amended by way of an Addendum issued in accordance with this Section. At any time up to the Closing Date and Time of the Question & Answer deadline, the Town of Edson may issue an Addendum to amend, clarify, or answer questions to this ITT. Each Addendum will be issued at the same location and in the same manner as this ITT document (i.e., on the Town of Edson’s website at Town of Edson/Business & Development/Tenders & RFPs and Alberta Purchase Connection



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Each Addendum will form an integral part of this ITT. Respondents are solely responsible for checking for Addenda up to the Closing Date and Time. If the Town of Edson deems it necessary to issue an Addendum after the Anticipated Last Day to Issue Addenda, as detailed in **Section 2.1**, then the Town of Edson may extend the closing date and time to provide Respondents with more time to complete their proposal.

2.4. Questions and Clarifications

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

Attention: **Ryan O’Sullivan**
Email: **ryano@edson.ca**
Address: **3240 1st Avenue**
Edson, AB
T7E 1N9

Respondents should contact the ITT Contact Person with any questions, in writing, 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 ITT or its process.

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

2.5. Past Performance, References and Misrepresentation/Others

- The Town of Edson’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 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.
- The Town of Edson’s policy is to refuse to do business with parties who do not act in good faith towards the Town of Edson, whether by failing to live up to the terms of their agreements or by entering into frivolous or vexatious litigation with the Town of Edson. Accordingly, the Town of



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Edson will review submissions based on past performance and any history of litigation in accordance with its policies.

Provide 3 recent municipalities for whom you have performed similar services including contact information, description of work, contract stipulated completion date and actual completion date.

Municipality	Contact information	Description of work	Contract completion date	Actual completion date

- The Town of Edson may prohibit or disqualify a Respondent from participating in a procurement process based on details in section 2.5.
- A Respondent barred from doing business with the Town of Edson will lose bidding privileges for a period of time determined at the Town of Edson’s discretion, from the date of approval of the decision in accordance with the Town of Edson’s Procedure 5359-CP.

2.6. Vendor Performance

- The successful Respondent may be evaluated periodically throughout the course of the work or at the end of the project. Any evaluations may be shared with the successful Respondent with the goal of immediate resolution to where problems and concerns occur.
- 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 period as the cause for the delay remain beyond the reasonable control of the obligated party.

2.7. 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 ITT 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 ITT process, the ITT documents, or the quotations

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- Any member of the evaluation committee.
- 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.
- Any member of the municipal council of the Town of Edson or any member of a councillor`s staff; or
- Any other Respondent or Respondent representatives.

2.8. 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.

2.9. 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 noted in this ITT 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.

2.10. Notification of Award

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

2.12. Safety

The Respondent shall provide either:

- 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.
- 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
- A detailed safety program may be submitted as an alternative to the above, however this will be a discretionary alternative as The Town of Edson reserves the right to accept or deny this submission.
- The Town of Edson 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>.
- Traffic accommodation within the Town must be provided in accordance with Traffic Association of Canada (TAC) standards.

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Reference:

National Guidelines for Work Zone Safety in Canada

<https://www.tac-atc.ca/en/publications>

- Traffic accommodation on any sections of 2nd or 4th Avenue must meet Alberta Transportation requirements.
- Traffic Accommodation in Urban Work Zones, 2003

2.13. Stages of Evaluation

The Town of Edson will endeavour to complete the evaluation of all compliant quotations received within 30 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 of the submitted pricing to determine the best price.

2.14. Mandatory Requirements

The mandatory requirements of this ITT at the time of the Submission Deadline are as follows:

- Each Respondent must have an APC Bidding System Vendor Account and must be registered as a Plan Taker for this opportunity.
- Bid submission must be online through the Alberta Purchasing Connection or email to ryano@edson.ca reference to ITT-2024-32-004.



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PART 3 – RESPONDENT ACKNOWLEDGEMENT

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

1. Terms of Reference and Governing Law

- This ITT 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.
- The Respondent shall keep this ITT and any contract that may result from this ITT process confidential.
- 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.
- 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.
- No legal obligation regarding the procurement of any good or service shall be created between the Respondent and Town of Edson until the Town of Edson accepts the Respondent's response in writing
- When evaluating quotations, the Town of Edson may request further information from the Respondents or third parties to verify and clarify the information provided in the Respondent's submission, and the Town of Edson may revisit and re-evaluate the Respondent's submission or ranking based on any such information.
- The Town of Edson'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 of Edson or other institutions. The Town of Edson may disqualify the Respondent or rescind a contract subsequently entered into if the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.
- The Respondent consents to the Town of Edson's collection of the information as contemplated under this ITT for the uses contemplated under this ITT.
- The Town of Edson may elect not to consider a Respondent whose quotation contains misrepresentations or any other inaccurate, misleading, or incomplete information.
- The Town of Edson 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,

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(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 of Edson, that constitutes a Conflict of Interest;

- Any contract awarded pursuant to this ITT is subject to budget availability.
- The Town of Edson may cancel this ITT process at any time; and
- 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 ITT 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 ITT 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

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 of Edson, 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, except Goods and Services Tax (GST).

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 efficient. The Town of Edson may request additional information from Respondents to make this determination.

5. Conflict of Interest

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

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

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- In relation to the ITT 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:
- Having, or having access to, confidential information of the Town of Edson in the preparation of its quotation that is not available to other Respondents,
- Communicating with any person with a view to influencing preferred treatment in the ITT process, or
- Engaging in conduct that may compromise, or could be seen to compromise, the integrity of the ITT process; or
- 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 could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
- Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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 of Edson. The Respondent acknowledges that the Town of Edson is subject to the *Freedom of Information and Protection of Privacy Act*. The confidentiality of such information will be maintained by the Town of Edson, 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 of Edson'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 ITT, questions are to be submitted to the Town of Edson's Contact Person noted in this ITT.



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The Respondents Representative completing the online form must have authority to bind the Respondent.

Target Date

We would like to have this work completed by August 30, 2024, weather and conditions dependent.

Closing Date for Q&A Process: Thursday June 28, 2024, 14:00:00 p.m. (2:00:00 p.m.) MST. Inquiries received after this deadline will not receive a response.

The undersigned parties agree to comply with the terms and conditions of this Invitation to Tender.
Offered By: Ryan O’Sullivan.

Receipt Confirmation Form:

ITT-2024-32-004 – Town of Edson, Curb, Gutter and Sidewalk Repair

Company Information	
Company name:	
Contact person:	
Title:	
Email:	

NOTE: All responses to questions, inquiries, updates, and further information will be shared only with those proponents who complete and return the above form.



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Bidder:

(Legal Name)

(Street Address)

(City, Province, Postal Code)

(Contact Name)

(Title)

(Phone Number)

(Email Address)

PART 1 Bid Price, Warranty

- 1.1 Having examined the ITT, and addenda numbered _____ to _____ issued by the Town of Edson (Bidder to fill in blanks for addenda issued), if any.
- 1.2 Confirming that our Bid Price excludes Goods and Services Tax.
- 1.3 I/We hereby offer to enter into a Contract to provide the product required by the ITT documents, and to furnish all materials and labor necessary for the proper completion of the Work for the Bid Price indicated below in lawful money of Canadian funds.



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1.4 Lump Sum Bid Price.

_____ Dollars BID PRICE
(Bid Price in Words, excluding GST)

\$ _____ BID PRICE
(Bid Price in Figures, excluding GST)

Above amount excludes GST.

1.5 Start and Completion date: _____

1.6 Warranties:

Please state / provide any warranties included in this bid price: _____

1.7 Submitted this _____ day of _____ 20_____.



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PART 2 Declarations

- 2.1 I/We agree to deliver all products associated with this ITT to the satisfaction of the Town of Edson by the date indicated in the ITT – (Bid Form Part 1 – Section 1.5 above).
- 2.2 I/We hold that this bid shall be held irrevocable and is open to acceptance by the Town of Edson until sixty (60) days after the bid’s closing date.
- 2.3 I/We agree that all bid form supplements called for by the Bid Documents form an integral part of this Bid.

PART 3 Signatures

SIGNED AND SUBMITTED for and on the behalf of:

Signature of Bidder’s Authorized Representative

Name of Bidder’s Authorized Representative

Title or Status of Person Signing Above

Witness’ Signature

Name and Title of Witness



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The undersigned parties agree to comply with the terms and conditions of this Invitation to Tender.

Offered By:

Company Name: _____
Contact Name: _____
Title: _____
Email Address: _____
Signature: _____ Date: _____

Accepted By:

Print: _____ Signature: _____

(Transportation and Parks Manager)

Date: _____