



REQUEST FOR PROPOSAL

Town of Edson Curb, Gutter and Sidewalk Repair

RFP No.: 2025-32-006

RFP ISSUE DATE:	April 14, 2025
RFP CLOSING DATE:	May 1, 2025
RFP CLOSING TIME:	14:00:59 MST

Key Dates

RFP posted on APC (Alberta Purchasing Connection)	April 14, 2025
Deadline for Proponent's questions	April 23, 2025, at 16:00:59 P.M. (MST)
If Required, Final Addendum posting	April 25, 2025, at 16:00:59 P.M. (MST)
Submission Closing Date & Time	May 1, 2025, 14:00:59 P.M. (MST)
Successful Proponent Notification	May 5 to May 9, 2025

The above dates are subject to change at the discretion of the Town.

Contents

REQUEST FOR PROPOSALS

1.	INTRODUCTION	3
1.1.	Invitation to Proponents	3
1.2.	Town of Edson	3
1.3.	Background.....	3
1.4.	Definitions	3
2.	DELIVERABLES.....	4
2.1.	Description of Deliverables	4
2.2.	Supplier Requirements	5
2.3.		
3.	RFP PROCESS.....	6
3.1.	Schedule of Events.....	6
3.2.	Site Meeting Details.....	6
3.3.	Enquiries.....	6
3.4.	Proponents to Review RFP	6
3.5.	All New Information by way of Addenda.....	7
3.6.	Conflict of Interest.....	7
3.7.	Qualifications	7
3.8.	Submission of Proposals	7
3.9.	Amendment or Withdrawal of a Proposal	7
3.10.	Remedy Period.....	7
3.11.	Clarification and Verification	8
4.	EVALUATION OF PROPOSALS AND AWARD OF AGREEMENT	8
4.1.	Negotiations and Execution of an Agreement	10
5.	TERMS AND CONDITIONS OF RFP PROCESS	11
5.1.	Not a Tender Call.....	11
5.2.	No Obligation to Proceed.....	11
5.3.	Limitation of Liability	11
5.4.	Procedural Rights of the Town.....	11
5.5.	Pricing.....	12
5.6.	Disqualification.....	12
5.7.	Best and Final Offer	13
5.8.	Proposals in English	13
5.9.	Only One Entity as Proponent	13



5.10.	Proposals to Contain All Content in Prescribed Forms	13
5.11.	Information in RFP Only an Estimate	13
5.12.	Proponent Expenses	13
5.13.	Retention of Proposals	14
5.14.	Notification and Feedback to Unsuccessful Proponents.....	14
5.15.	Proponent Not to Communicate with Media	14
5.16.	Procurement Protest Procedure	14
5.17.	Conflict of Interest.....	14
5.18.	No Lobbying.....	14
5.19.	Illegal or Unethical Conduct.....	14
5.20.	Confidentiality of Town Information.....	15
5.21.	Confidentiality of Proponent Information.....	15
5.22.	No Contract A and No Claims.....	15
5.23.	Governing Law and Trade Agreements.....	15
APPENDIX A – FORM OF AGREEMENT		17
APPENDIX B – SUBMISSION FORM.....		20
APPENDIX C – RATED CRITERIA FORM		23
APPENDIX D – INSURANCE REQUIREMENTS.....		29

1. INTRODUCTION

1.1. Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Town of Edson (the “Town”) to submit non-binding proposals for the provision of repair of Curb, Gutter and Sidewalk Repair. The Deliverables as set out in this section of the RFP. The selected Proponent will be requested to enter into negotiations for an agreement with the Town for the provision of the Deliverables as further described in Section 2 – Deliverables (the “Deliverables”).

Depending upon the results and outcome of the deliverables of the project expressed in this RFP document, additional related work unforeseen at this time may come into existence. The Town reserves the right to either utilize the services of the successful Proponent for additional related work, subject to the successful Proponent’s performance and successful negotiation, or return to the market with a new Request for Proposal document when in the Town’s best interest.

1.2. Town of Edson

A community of 8,374 residents, Edson is located halfway between Jasper and Edmonton along Highway 16 (the Trans Canada Yellowhead Route). The Town benefits from a mixed, resource-based economy. Residents and visitors come to Edson to work, live, and play, capitalizing on the Town’s strategic location, economic strengths, and natural beauty. Recreation and the outdoors feature prominently in the local culture and lifestyle, as exemplified by the Town’s extensive parks and trails network and a forthcoming regional multiplex. Further details on the Town can be found on our website at www.edson.ca

1.3. 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 September 5, 2025

1.4. Definitions

In this Request for Proposals, in addition to any words defined below

“**Addendum**” and “**Addenda**” mean additional information or amendments to this RFP, issued by the Town.

“**Agreement**” means the written agreement between the Town and the successful Proponent resulting from this RFP.

“**Closing Date and Time**” means the date and time that Proposals to this RFP must be received.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) In relation to the RFP process, the Proponent 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 Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) In relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent’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.

“Contact Person” means the person named in Section 3.3 – Enquiries.

“Deliverables” means the goods and/or services that the Town seeks to be provided by the Supplier, as further defined in Section 2 – Deliverables.

“Evaluation Committee” means the team of qualified staff appointed by the Town to review and assess Proposals.

“Must”, “Mandatory”, or “Required” means a requirement that must be met in order for a Proposal to receive consideration.

“Proponent” means a person or entity that submits a Proposal in response to this RFP.

“Proposal” means a response submitted to this RFP.

“Request for Proposal” or “RFP” means this Request for Proposals and includes the documents listed in the index and any modifications thereof or additions thereto incorporated by addendum before April 23, 2025, 16:00:59 MST.

“Section” means the numbered section of the referenced part of this RFP.

“Supplier” means the successful Proponent, the individual firm, co-partnership, or corporation retained by the Town to perform the Deliverables in accordance with the Agreement.

2. DELIVERABLES

2.1. Description of Deliverables

The Deliverables required are as follows:

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 after the 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

- a) Tenders will be evaluated by an evaluation team using the evaluation criteria and weightings specified.
- b) The Evaluation Team will be comprised of representatives of the Town of Edson.
- c) 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.
- d) The Town of Edson will assign scores at the sole discretion of the Evaluation Team assigned to the project.



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

The successful Proponent should be prepared to commence starting June 2, 2025 and shall complete the work by September 5, 2025

2.2. Budget

The Town is not disclosing a budget for the Deliverables as part of this RFP process. Proponents should provide their required remuneration as part of their Proposal.

2.3. Supplier Requirements

The Supplier shall provide the Town with proof of the following prior to beginning work on this Project:

- A Business License that allows the Supplier to perform work in Edson.
- WCB Alberta Clearance Letter addressed to the Town of Edson indicating that the account is active and in good standing.
- Commercial General Liability Insurance coverage in the amount of \$5,000,000 per occurrence as per the requirements detailed in Appendix A – Form of Agreement.
- Automobile Liability Insurance coverage in the amount of \$5,000,000 per occurrence as per the requirements detailed in Appendix A – Form of Agreement.
- Professional Errors and Omissions Insurance coverage in the amount of \$5,000,000 as per the requirements detailed in Appendix A – Form of Agreement.

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>.

For clarity, a Proponent is not required to be in possession of all of the above at the time of submitting a Proposal, but if they are the successful Proponent and invited to enter into an Agreement, they must be prepared to obtain the above and provide proof to the Town.

For clarity, a Proponent is not required to be in possession of all of the above at the time of submitting a Proposal, but if they are the successful Proponent and invited to enter into an Agreement, they must be prepared to obtain the above and provide proof to the Town.

3. RFP PROCESS

3.1. Schedule of Events

Event:	Date:
Issue Date of this RFP	April 14, 2025
Deadline for Questions	April 23, at 16:00:59 P.M. (MST)
Anticipated Last Day to issue Addenda	April 25, 2025, at 16:00:59 P.M. (MST)
RFP Closing Date and Time	May 1, 2025, at 14:00:59 P.M. (MST)
Anticipated Notice of Award	May 5 to May 9, 2025

The above dates are subject to change at the discretion of the Town.

3.2. Site Meeting Details

No site meeting will be held for this RFP. Proponents should submit any questions they may have in accordance with Section 3.3.

3.3. Enquiries

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

Attention: Ryan O'Sullivan
Email: ryano@edson.ca
Address: [P.O. Box 6300](#)
[605 - 50 Street](#)
[Edson, AB](#)
[T7E 1T7](#)

Proponents should contact the RFP Contact Person with any questions, by email only, prior to the Deadline for Questions noted in Section 3.1 – RFP Schedule. This will allow the Town, at its discretion, to issue addendum prior to the Anticipated Last Date to Issue Addenda. Questions received after the Deadline for Questions will be addressed if time permits.

Verbal discussion between Town staff and a Proponent shall not become part of the RFP unless confirmed by a written Addendum. The Town shall not be held responsible for any misunderstanding by the Proponent.

3.4. Proponents to Review RFP

Proponents shall carefully review the RFP documents immediately upon receipt of the RFP and report any errors, omissions, or ambiguities, and ask any questions that will further their understanding of the request. The Proponent is solely responsible to seek clarification from the Town on any matter it considers to be unclear and Proponents are to rely on their own independent analysis in preparing a submission.

It is the Proponent's responsibility to determine if, as part of their evaluation of this assignment and the preparation of their Proposal, they need to request access to any information included in this RFP. If there are any services that are not included in the Deliverables, but which the Proponent deems necessary to successfully complete this assignment, the Proponent should advise the RFP Contract Person.

3.5. All New Information by way of Addenda

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Town may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued at the same location and in the same manner as this RFP document (i.e., on the Town of Edson website at <https://www.edson.ca/town/tenders-rfps> and APC).

Each Addendum will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Town deems it necessary to issue an Addendum after the Anticipated Last Day to Issue Addenda, as detailed in Section 3.1, then the Town may extend the Closing Date and Time in order to provide Proponents with more time to complete their Proposal.

Proponents must confirm receipt of all Addenda on Appendix B – Submission Form, to be submitted as part of their Proposal.

3.6. Conflict of Interest

The Proponent shall not engage in any Conflict of Interest communications. Proponents should note that Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the Town's opinion, give rise to a conflict of interest in connection with the RFP.

3.7. Qualifications

By submitting a Proposal, the Proponent is representing that it has the competence, qualifications, and relevant experience to carry out the work and will employ the same experienced staff to efficiently and safely perform the Deliverables.

3.8. Submission of Proposals

Proponents will submit their Proposal to this RFP. Email proposal to the RFP Contact Person as detailed in Section 3.3 – Enquiries. The Town shall not be responsible for incomplete or misdirected Proposals due to electronic technical or other problems arising out of the Proponent's submission.

Proposals submitted in any other manner will not be accepted.

Proposals must be received no later than the RFP Closing Date and Time detailed in Section 3.1. It is solely the responsibility of the Proponent to ensure that the Proposal is received on time.

3.9. Amendment or Withdrawal of a Proposal

A Proponent may amend a Proposal at any time up until the RFP Closing Date and Time by sending their amended Proposal to the RFP Contact Person via the methods outlined in Section 3.8 above. Amended Proposals must be clearly identified as amendments.

A Proponent may withdraw a Proposal that is already submitted at any time up until the RFP Closing Date and Time by contacting the RFP Contact Person via the methods outlined in Section 3.8 above.

3.10. Remedy Period

Notwithstanding the requirements for mandatory criteria and scored criteria, the Town may, in its sole discretion, provide written notification to a Proponent that identifies any of the mandatory or recommended requirements not met and provides the Proponent with five (5) calendar days to remedy and supply the requirements. This option to remedy missing requirements shall be exercised at the absolute discretion of the Town and does not apply to Proposals received after the Closing Date and Time.

3.11. Clarification and Verification

At any point in the evaluation process, the Town may, at its sole option, request further details or clarification from the Proponent and/or third parties on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Town may use this information to reassess and/or re-score the Proposal according to the scored criteria.

Proponents should note that the Town, in addition to any other remedies it may have at law or in equity, reserves the right to rescind any contract awarded to a Proponent in the event that the Town determines that the Proponent made a misrepresentation or provided any inaccurate, misleading, or incomplete information in its proposal or during contract negotiations.

4. EVALUATION OF PROPOSALS AND AWARD OF AGREEMENT

4.1. Negotiations and Execution of an Agreement

Neither the Town nor any Proponent will be legally bound to provide or purchase the Deliverables until the execution of a written Agreement.

The Town will invite the top ranked Proponent to enter into discussions with a view to concluding an Agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Town and the selected Proponent. In no event will the Town be required to offer any modified terms to any other Proponent prior to entering into an agreement with a Proponent and the Town shall incur no liability to any other Proponent as a result of such negotiation or modifications. No Proponent shall have any rights against the Town arising from such negotiations.

It is the intent of the Town to ensure it has the flexibility it needs to arrive at a mutually acceptable Agreement. Negotiations may include, among other things:

- Clarifications or amendments to the scope of goods/services, plus any resulting price adjustments.
- Social and environmental aspects.
- Innovations.
- Amendments to the terms and conditions of the Form of Agreement.

Proposals should remain valid for a period of sixty (60) days following the Closing Date and Time of this RFP.

The Town would seek to execute an Agreement within 15 days of issuing an invitation to the Proponent to conclude an Agreement. If the Town and the preferred Proponent cannot negotiate a successful Agreement within this time period, the Town may terminate negotiations with that Proponent and invite the next-highest-ranked Proponent to conclude an Agreement. The Town may then continue this process until an Agreement is executed, or there are no further Proponents, or the Town otherwise elects to cancel the RFP process entirely. For clarity, the Town may discontinue discussions with a Proponent if at any time the Town is of the view that it will not be able to conclude an Agreement with that Proponent.

The Town may rescind an award if the Proponent is unable to provide the adequate business and insurance documents, as requested under Section 2.2– Supplier Requirements.

5. TERMS AND CONDITIONS OF RFP PROCESS

5.1. Not a Tender Call

This RFP is not a tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract made by the Town.

By this RFP, the Town reserves itself the absolute and unfettered discretion to invite Proposals, consider and analyze submissions, select short-listed Proponents, or attempt to negotiate an Agreement with the successful Proponent as the Town considers desirable. Proposal submission by a Proponent and its subsequent receipt by the Town does not represent a commitment on the part of the Town to proceed further with any Proponent or project.

5.2. No Obligation to Proceed

Though the Town fully intends, at this time, to proceed through the RFP, the Town is under no obligation to award an Agreement as a result of this RFP. The receipt by the Town of any information (including any submissions, ideas, plans, drawing, models, or other materials communicated or exhibited by any intended Proponent or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees, or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in an Agreement with the Town.

5.3. Limitation of Liability

No representation, warranty or undertaking, expressed or implied, is or will be made by, and no responsibility is or will be accepted by, the Town in relation to this RFP or the completeness or accuracy of any information presented in the RFP.

5.4. Procedural Rights of the Town

The Town has the right, at its sole discretion, at any time, either before or after the Closing Date and Time, to:

- a) accept, reject, or disqualify any Proposal;
- b) determine whether a Proposal is in compliance with the RFP or whether a failure to comply is material or not;
- c) if only one Proposal is received, elect to accept it, reject it, and/or re-issue the RFP documents for re-bid without revising the existing RFP documents;
- d) alter or amend any aspect of the RFP;
- e) seek clarification or request further information or documentation from any or all Proponents, or from third parties;
- f) elect not to proceed with the RFP;
- g) cancel this RFP and subsequently call for new submissions for the subject matter of this RFP (including any portion thereof);
- h) select one or more than one Proponent for the performance of all or any part of the goods and/or services that are the subject matter of the RFP;
- i) decline to enter into an Agreement with any Proponent if the Town is of the opinion that the Proponent submitted pricing that is too low to be sustainable and/or the successful provision of the Deliverables according to the RFP would be in jeopardy; and,
- j) cancel its decision to enter into an agreement with any Proponent in the event of any material change with the respect to the Proponent's Proposal that has not been approved by the Town;

in each case without any liability for costs, expenses or damages incurred or suffered by any Proponent or entity.

5.5. Pricing

Proponents shall deduct any applicable government discounts and quote firm net prices. All prices quoted shall be in Canadian funds, F.O.B. destination, freight and duty prepaid. The Supplier will pay for the full cost of any and all transportation of the goods from point of origin in any country to the specified Town location, including, but not limited to, inland haulage, any and all customs clearance fees, duties, taxes, documentation charges, demurrage if any, port handling charges and any unloading fees. Supplier pays and bears freight charges, and the Supplier owns goods in transit and files any claims. The material delivered in response to Town orders shall remain the property of the Supplier until a full physical inspection is made by the Town and the material accepted to the satisfaction of the Town. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging.

Where applicable, Proponents shall give both unit prices and extended totals. The Town reserves the right to correct a patent computational or other mathematical error evident on the face of the bid, however, unit prices will not be adjusted. In the case of a discrepancy in computing the amount of a proposal, the unit price will govern over extended totals.

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation and ranking of the Proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Town to enter into an agreement for the Deliverables.

The Town may elect to evaluate pricing on the basis of the total cost of ownership. In using life cycle costing, factors such as the following may be considered: initial purchase pricing including shipping and handling, installation, training, warranties, duration of useful life and all reasonable operating costs (fuel/energy use, water use, routine maintenance, consumable supplies, parts and repairs), direct and indirect labour required, energy usage, environmental impact, social costs or benefits, disposal costs, transitional costs, residual value, etc. The Town reserves the right to use those or other applicable criteria that, in its sole opinion, will most accurately estimate total cost of use and ownership.

5.6. Disqualification

The Town may, at its sole discretion, disqualify a proposal or cancel its decision to award to any Proponent under this RFP process, at any time prior to or after the execution of an agreement, if:

- a) the Proponent or Proposal is not materially compliant with any part of this RFP;
- b) the Proponent fails to cooperate in any attempt by the Town to verify any information provided by the Proponent in its Proposal;
- c) the Proposal, in the opinion of the Town, contains false, misleading, or misrepresented information;
- d) the Proposal, in the opinion of the Town, reveals a real, foreseeable, or perceivable conflict of interest;
- e) there is evidence that the Proponent, its employees, agents, suppliers, or representatives colluded with one or more other Proponents or any of its respective employees, agents, suppliers or representatives in the preparation or submission of Proposals;
- f) the Proponent has been responsible for significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with the Town or any other party;
- g) there is evidence of professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- h) there is evidence that the Proponent was convicted of a criminal offence or other serious offences; or
- i) the Proponent has filed for bankruptcy.

5.7. Best and Final Offer

At its sole discretion, the Town may provide Proponents with an opportunity to provide a Best and Final Offer ("BAFO"). The BAFO process represents an optional step in the Supplier selection process. BAFOs may be useful, for example, when no single response addresses all the specifications, when shortlisted proposals are over budget, when two or more Proponents are tied or nearly tied (e.g., 1% apart or less) after the evaluation process, or when Proponents submitted responses that are unclear or deficient in one or more areas.

The Town may restrict the number of Proponents invited to submit a BAFO or may offer the option to all Proponents. In either case, the Town will provide the same information and the same submission requirements to all Proponents chosen to submit a BAFO. Proponents may be asked to review their offers, provide additional clarification to specific sections of the RFP, or respond to an updated scope of Deliverables.

If a BAFO is requested, submitting a BAFO response is optional. Those choosing not to submit a BAFO should submit a written response notifying the Town that their response remains as originally submitted.

A BAFO may be submitted only once and the terms of the BAFO will not identify either the current rank of any of the Proponents selected for a BAFO or the offers currently proposed.

5.8. Proposals in English

All Proposals are to be in the English language only.

5.9. Only One Entity as Proponent

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Deliverables, so long as the Proposal identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform the Agreement if executed. The Town will only enter into an Agreement with that one Proponent. Any other entity involved in delivering the Service should be listed as a subcontractor. The Proponent may include the subcontractor and its resources as part of the Proposal and the Town will accept this, as presented in the Proposal, in order to perform the evaluation. All subcontractors to be used in the Service must be clearly identified in the Proposal.

5.10. Proposals to Contain All Content in Prescribed Forms

All information that Proponents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Town may not consider any information that is not submitted within the Proposal or within the pre-prescribed forms set out in this RFP.

5.11. Information in RFP Only an Estimate

While the Town has made every effort to ensure the accuracy of the information contained in this RFP, the Town makes no representations, warranties, or guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Deliverables. Proponents must obtain all information they deem necessary, including verification of quantities or measurements, in order to prepare a Proposal.

5.12. Proponent Expenses

Proponents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Agreement, or any matter whatsoever, including any actual or alleged unfairness on the part of the Town at any stage of the Request for Proposal process.

5.13. Retention of Proposals

All Proposals submitted to the Town will not be returned and will be retained in accordance with the *Freedom of Information and Protection of Privacy Act*.

5.14. Notification and Feedback to Unsuccessful Proponents

At any time until or after the execution of a written Agreement with the Supplier, the Town may notify unsuccessful Proponents in writing that they have not been selected to conclude an Agreement. Unsuccessful Proponents may then request a debriefing with the Town's RFP Contact Person in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback should be made within sixty (60) days of notification of the RFP results to the unsuccessful Proponent. Details of feedback provided will be at the Town's sole discretion in order to protect the confidentiality of other Proponents and the Town's commercial interest.

5.15. Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact Person.

5.16. Procurement Protest Procedure

If a Proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact Person in accordance with any applicable procurement protest mechanisms. The notice must provide a detailed explanation of the Proponent's concerns with the procurement process or its outcome.

5.17. Conflict of Interest

All Proponents must disclose an actual or potential conflict of interest, as set out in Appendix B – Submission Form. The Town may, at its sole discretion, disqualify any Proponent from this RFP process, if it determines that the Proponent's conduct, situation, relationship (including relationships of the Proponent's employees and Town employees) create or could be perceived to create a conflict of interest.

The Town may rescind or terminate an Agreement entered into if it subsequently determines that the Proponent failed to declare an actual or potential conflict of interest during this RFP process, as required under Appendix B – Submission Form.

5.18. No Lobbying

Proponents must not, in relation to this RFP 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 Proponent(s).

5.19. Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

5.20. Confidentiality of Town Information

Information pertaining to the Town obtained by the Proponent as a result of participation in this RFP process is confidential and must not be disclosed without written authorization from the Town.

All Proponents and any other persons who, through this RFP process, gains access to the Town's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies, or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Supplier, if any, over the course of the Agreement.

5.21. Confidentiality of Proponent Information

Proponents should note that in accordance with the provisions of *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), certain details of this RFP and any executed Agreement may be made public, including the Supplier's name and total Agreement price. Proponents should be aware of and review the Town's obligations under FOIPPA and the Town's limited ability to refuse to disclose third party information pursuant to section 21 of FOIPPA.

Proponents are advised that their Proposals or Agreement details may, as necessary, be disclosed on a confidential basis to advisers retained by the Town to advise or assist with the RFP process or other matters.

5.22. No Contract A and No Claims

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town and any Proponent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Proponent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Agreement for the Deliverables.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Proponent's participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Town not execute an Agreement with the Proponent for any reason whatsoever.

5.23. Governing Law and Trade Agreements

This RFP is governed by the laws of the Province of Alberta and any other agreements that exist between the Province of Alberta and other jurisdictions.



APPENDIX A – FORM OF AGREEMENT

The form of the agreement to be used as the basis for contract negotiations with the successful bidder, if any, is included as an attachment to this Request for Proposals.

Schedule A – Deliverables

The Deliverables to be provided by the Supplier under this Agreement include the following:

The RFP is for the complete repairs of curbs, gutters, and sidewalks needing to be reconstructed, repaired, and all associated work required to complete this task.

APPENDIX B – SUBMISSION FORM

Proposals should include this Appendix B – Submission Form

1. Proponent Details:

Full Legal Name of Proponent:	
Other “DBA” Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name and Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Confirmation of Addenda Received:

We have checked the Town of Edson website at <https://www.edson.ca/town/tenders-rfps> and/or APC Bid for Addenda and confirm receipt of the following Addenda, issued by the Town up to the Closing Date and Time:

Addendum #	Issued on Date:

3. Subcontractors:

Subcontractors to be used for the work are as follows:

Name of Subcontractor	Role on Project



4. Certification and Acknowledgement of RFP Process:

By signing this Appendix B – Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all appendices, and have conducted such other investigations as were prudent and reasonable in preparing this Proposal. We are able to provide the Deliverables and meet the Supplier Requirements detailed in Section 2 for the pricing submitted in this Proposal.
- b. We certify that the statements made in this Proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this Proposal do not give rise to any contractual obligations whatsoever (including what is commonly referred to as 'Contract A') between the Town and us, the Proponent, and that no contractual obligations shall arise between the Town and us, the Proponent, until and unless we execute a written Agreement with the Town.
- d. We certify that we have not engaged in any conduct which would constitute a Conflict of Interest in relation to this RFP process, and that there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP; or, we have disclosed any potential, perceived, or actual conflict of interest below:

5. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature

Name

Title

Date

APPENDIX C – RATED CRITERIA FORM

Proposals should include the following sections in this order, with all requested details and supporting documents, either on this form or in a format of your choice.

1. Proponent Profile:

In this section, provide a brief profile of your company, including a description of the history and areas of expertise.

Discuss your company's experience in relevant fields, expanse of other related experience, and strengths relevant to these assignments. Include a narrative as to why the company is well-suited and best qualified to perform the work described in this RFP.

If your company has multiple locations, please identify the corporate head office and any local offices that may be involved in project delivery and coordination.



2. Proposed Team:

In this section, provide the details of the proposed team members that will deliver the Deliverables.

Proposals should identify the manager who the Proponent has appointed to lead the Proponent's project team and who will be the main contact for the Town.

Team Member Name:	Position:	Employee or Subcontractor:	Brief Description Provided:	Resume / Work History Attached:

Provide a brief description of each proposed team member describing their qualifications, experience relevant to the Deliverables and responsibilities for this Project.

Attach a resume or detailed work history for each named team member.

Please note that adjustments to proposed team members following award of the Agreement will require written approval of the Town.



3. Experience and References:

In this section, in a format similar to the tables below, Proponents should provide details on three (3) projects completed in the last five (5) years which are the most relevant to the Deliverables. Proponents should note that the Town may contact the client to provide a reference on the experience listed and may amend scoring in the evaluation based on the client's feedback. Positive references will impact scoring positively, and poor or negative references will impact scoring negatively and may be grounds for rejection of a Proposal. Additionally, the Town may consider information regarding the integrity and reliability of a Proponent's services from parties other than those provided in a Proponent's proposal, including the Town's own experience with the Proponent.

Project Experience #1	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	



Project Experience #2	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	

Project Experience #3	
Client Name:	
Contact Name:	
Contact Phone Number:	
Contact Email:	
Dates Work Undertaken:	
Proposed Team Members on Project:	
Brief Description of Project and Services Proponent Performed:	



APPENDIX E – Insurance Requirements

Proponents shall sign and return this form with their Proposal

Generic Requirements:

General Liability Insurance with a policy limit of \$5,000,000 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 \$5,000,000 per occurrence.

Automobile Liability Insurance on all vehicles owned, operated, or licensed in the consultant's name, with limits of not less than \$5,000,000 per occurrence.

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.

Signature of Respondent Representative

Name and Title

I have authority to bind the respondent

Date: _____