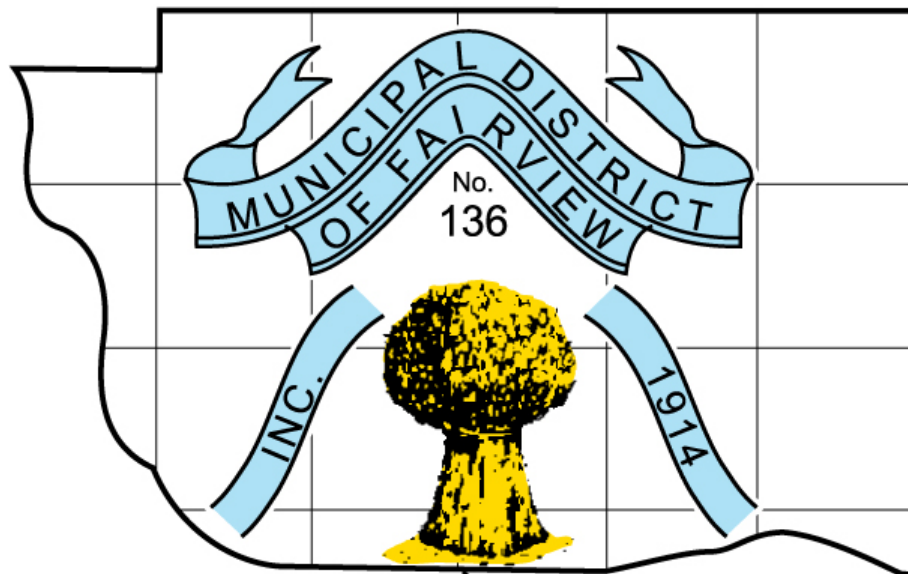


REQUEST FOR PROPOSAL

Right of Way Brushing

RFP NO. AG-01-23



Department of Agriculture & Parks

**Municipal District of Fairview No. 136
10957 – 91 Avenue, Box 189
Fairview, AB T0H 1L0**

CLOSING: October 30th, 2023 AT 4:00 PM (MT)

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SECTION I – INTRODUCTION

1. SCOPE

The Municipal District of Fairview No. 136 invites Request for Proposals (RFP) from qualified Proponents to complete the removal of brush, deadfall, and overhanging trees within 66 ft right of ways within the Municipal District of Fairview No. 136, west of Range Road 50 (Map of area enclosed) of approximately 60 ditch kilometers.

2. DEFINITION OF TERMS

Whenever used in the *Request for Proposal*, including any forms to be included as part of any Proposal, the following words shall be deemed to have meanings as indicated below:

“Closing Time” means the deadline specified in the Request for Proposal.

“Contract” means the agreement(s) entered into by the Municipal District of Fairview No. 136 with the successful Proponent(s) for the goods, services or goods and services described in the Request for Proposal.

“Contractor” means a Proponent to whom a Contract is awarded by the Municipal District of Fairview No. 136 for any or all of the goods and services described in the RFP.

“Control” means that the Municipal District of Fairview No. 136 has the authority to create, use, disclose, and dispose of any documents pertinent to the Request for Proposal.

“Custody” means that a party has physical possession of the documents pertinent to the Request for Proposal.

“FOIP Act” means the *Alberta Freedom of Information and Protection of Privacy Act, R.S.A. 200, CF-25*.

“Proponent” means a person, firm, or company submitting a proposal to the Municipal District of Fairview No. 136 pursuant to the Request for Proposal.

“Proposal” means the offer of a Proponent to furnish materials, supplies, or services in response to this Request for Proposal.

“Record” means information in any form, including, but not limited to, proposals, reports, documents, drawings (computer-generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

“RFP” means this Request for Proposal of the Municipal District of Fairview No. 136 including all forms to be included as part of any Proposal.

“Site” means all lands, buildings and premises where goods are to be delivered or services performed.

“Municipality” means the Municipal District of Fairview No. 136.

“Municipal District” means the Municipal District of Fairview No. 136.

3. DELIVERABLES

The Proponent must provide the following services related to this project:

- a. Removal of brush, deadfall, and overhanging trees within 66 ft right of ways or from road edge to field edge/fenceline, whichever is less, within the Municipal District of Fairview No. 136, west of Range Road 50 (Map of area enclosed) totalling approximately 60 ditch kilometers.
 - i. Removal by hand cutting, chipping, mulching, hydroaxe, or any combination of methods.
 - ii. Any trees over 3 inch diameter must be removed from the entire right of way, or up to a fence line within the right of way, along with any deadfall.
 - iii. Ditches must be cleared of all debris and left in proper condition for future mowing. Any chips left in the ditch must not impede drainage of ditch.
 - iv. Brushing activities along fence lines must be done with care to not damage ratepayer infrastructure.
 - v. Brushing will be completed outside of RAP period (restricted access period for nesting birds) per the *Migratory Birds Convention Act, S.C. 1994, C.22*.

4. INVITATION TO SUBMIT

Proponents are hereby invited to submit a Proposal for the provision of the following Right of Way Brushing project:

Right of Way Brushing

RFP Number: AG-01-23

Date Issued: October 11th, 2023

Closing Date: October 30th, 2023

Closing Time: 4:00 p.m. (Mountain Time)

Opening: 9:00 a.m.(Mountain Standard Time), October 31st, 2023

Estimated Project Start: Tuesday, January 2nd, 2024 (Subject to scheduling and subsequent confirmation)

Completion Date: December 31st, 2024

These dates may be subject to change at the Municipality's discretion. No Proposal shall be altered, amended or withdrawn after the Closing Time.

Indicate the Project Name and RFP Number on all correspondence.

5. PROPOSAL SUBMISSION

Proponents must submit the entire document of this RFP, along with all other noted requirements. RFP submissions shall be sealed and enclosed in envelope(s) marked with the project name and the RFP number. The Proponent must provide one (1) hard copy of the proposal document and one (1) digital copy. Electronic submissions will be accepted. If submitting by email, no hard copy is required. E-mail submissions must be addressed to: kaitlin.mclachlan@mdfairview.ab.ca. Envelopes must be addressed to:

Municipal District of Fairview No. 136
Box 189, 10957 – 91 Avenue
Fairview, AB T0H 1L0
Attention: Kaitlin McLachlan, Director, Agriculture and Parks

Proposals must be received prior to the closing time set forth in Section I Item 4, or they will not be accepted. Proponents are cautioned that the Closing Time is based on when the Proposal is received by the Municipality and NOT when a Proposal is submitted by the Proponent. It is the sole responsibility of the Proponent to be mindful of the length of time for the Proposal to be transmitted due to file transfer size, transmission speed or other factors. The Municipality shall not be responsible for any failure to receive submissions sent by the Proponent, and Proponents are encouraged to take steps to ensure their Proposal has been received in advance of the deadline. Negligence on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

6. INQUIRIES

Refer all inquiries to the Director of Agriculture and Parks, Kaitlin McLachlan. Inquiries can be submitted by e-mail at kaitlin.mclachlan@mdfairview.ab.ca or by phone at 780-835-4903. All inquiries and the replies thereto will be copied to all Proponents, and no other form of response shall be binding upon the Municipality.

SECTION II – PROPOSAL REQUIREMENTS

1. PROPOSAL SPECIFICATIONS

Each Proposal submitted to the Municipality shall explicitly state the project name and RFP number, as below.

Name: Right of Way Brushing

RFP Number: AG-01-23

Additional Benefits: This may be used to provide details on the proposed solution that go above and beyond the requirements detailed in the scope of work. These items are:

- a. What is your proposed brushing schedule?
- b. What processes and equipment will you implement and use to ensure that a quality job is being completed?
- c. What is your proposed payment schedule?
- d. How will you ensure that the job will be completed with no damage to Municipal or privately owned property and infrastructure?

2. PROPONENT PROFILE

As part of the proposal submission, a proponent profile will be required. In the profile, please include the following information:

- a. Legal business name;
- b. Legal business address;
- c. Contact name(s), position(s), address and phone number(s);
- d. On-site address and contact information;
- e. On-site number of employees;
- f. List of sub-contractors available to this proposal if the business is selected;
- g. Number of years operating;

3. ADDITIONAL DETAILS

In addition to the Proposal submission, please provide the following information:

- a. Detail regarding the Proponent's understanding and experience with the type of work required by the Municipality in this RFP;
- b. Proposed project schedule, equipment listing, and processes to be utilized for full operation.
- c. Pricing – Provide a detailed breakdown of your proposed pricing;
- d. A certificate of insurance including a comprehensive general liability for an amount of not less than five million dollars (\$5,000,000.00). The certificate must be provided prior to the commencement of any contract.;
- e. Details of the Proponent's Occupational Health and Safety Program. A brief description of the company's safety policies and procedures shall also be included;
- f. Proof of Worker's Compensation (W.C.B) Coverage or Clearance; and,
- g. A list of three (3) recent municipal contracts or clients that are similar to what is specified in this RFP with reference names and contact information.

4. PROPOSAL PRICES

Proponents are required to submit pricing as requested below in either a table or excel format. The pricing shall be quoted in Canadian Dollars. RFP's must include pricing of the deliverables outlined in the scope of work section as well as pricing for any additional benefits offered.

4.1 GOODS AND SERVICES TAX

The Municipality is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item as part of individual unit price and the total bid.

4.2 SUBSTITUTIONS

Proponents are encouraged to quote substitutions unless specifically identified as no substitution. The responsibility of obtaining a substitution "equal to or exceeding" quality lies solely with the Proponents. Each alternate submission should include brochures, performance and test dates, and other informative materials, that will confirm "equal to or exceeding" quality specifications requested. The Municipality reserves the right to have the Proponent provide samples of substitution items for evaluation without any cost incurred by the Municipality.

The Municipality reserves the right to accept or reject any substitutions.

5. EVALUATION CRITERIA

The Municipal District of Fairview No. 136 intends to evaluate the submitted Proposals, based on the criteria listed below. The Municipality shall have the sole and unfettered discretion to award up to the maximum number of points for each of the criteria listed.

CRITERIA	POINT WEIGHTING
Cost of the services and associated value for money	30
Previous experience	20
Equipment listing and project plan	20
Demonstrated ability to meet or exceed the scope of work requirements within the specified timeline	30
TOTAL	100

The Municipality may elect at its sole discretion to accept or reject any Proposal and to waive any defect, irregularity or mistake in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests. The Municipality also reserves the right to seek clarification or additional information from one or more Proponents, provided that the Municipality shall have no obligation to do so and no decision by the Municipality to exercise or decline such rights shall relieve any Proponent from its obligation to comply with the requirements of this RFP.

6. PROPOSAL AWARD

A Proposal award decision may be made after the Municipality has had an opportunity to examine and evaluate all Proposals in detail. The Municipality reserves the right to cancel this RFP at any time, or to reject any or all Proposals and to accept any part of one or more Proposals. The decision of the Municipality is final.

The Municipality intends to evaluate the submitted Proposals based on the criteria listed in Section II Item 5. The Municipality shall have the sole and unfettered discretion to award up to the maximum number of points for each of the criteria listed.

This RFP does not commit the Municipality to award a contract or to pay any cost incurred in the preparation of a Proposal, provision of samples, or attendance at a pre or post-award site meeting.

The Municipality may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal Compensation as a result of such changes and the Municipality shall have no liability to any other Proponent as a result of such negotiations or modifications.

SECTION III - TERMS AND CONDITIONS

1. PROCEDURAL TERMS

Proponents shall carefully read the RFP documentation and submit Proposals subject to all conditions contained in the Proposal documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a Proposal by a Proponent shall be construed by the Municipality to mean that the Proponent agrees to abide by and carry out all conditions set forth in the Proposal documents. The Municipality reserves the right to conduct discussions with any Proponent to assure full understanding of the Proposal submitted.

1.1 PROPOSAL CLARIFICATION

Should the Proponent find, during examination of the Proposal documents, any discrepancies, omissions, ambiguities, or conflicts on or between the Proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via e-mail, no less than three days before the Proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, the Municipality will issue some addenda, which will become part of the Proposal documents.

1.2 AMENDMENTS

The Municipality reserves the right to amend or revise the RFP documents by written addenda up to the Proposal closing time. It is the responsibility of the Proponent to ascertain and verify, prior to the closing time, that it has received any and all addenda issued in relation to a Proposal package.

1.3 PROPOSAL SUBMISSION

By submitting a Proposal, the proponent unconditionally acknowledges and agrees to the following:

- a. The Proponent irrevocably and unconditionally waives the right to contest, in any legal proceeding or otherwise, any of the foregoing decisions of the Municipality;
- b. The Proponent will be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its proposal, including any costs incurred by the firm in any subsequent negotiations/discussions with the Municipality prior to entering into a contract or agreement;
- c. The Municipality is entitled to exercise its sole and unfettered discretion to award the points for the evaluation of the criteria listed;
- d. The Municipality is entitled to exercise its sole and unfettered discretion to select a Contractor to provide the requested services, in part or in whole, or not at all and may also, at its sole and unfettered discretion, reject any and all Proposals and waive irregularities and informalities;

1.4 CONTRACT

The signing of a formal written agreement constitutes the Contract agreement between the Municipality and the successful Proponent. No Proponent shall acquire any legal or equitable rights until the signing of a written agreement by the Municipality. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

1.5 LITIGATION, ARBITRATION, AND DEBT

The Municipality reserves the right to reject a Proposal from any party that is or has been engaged in litigation or arbitration with the Municipality, or has any outstanding debt owed to the Municipality. This shall include any contract where the party is acting as a prime contractor or as a sub-contractor.

2. GENERAL CONDITIONS

2.1 TERMS OF SERVICE

By submitting a proposal, the Proponent unconditionally acknowledges and agrees that the Municipal District of Fairview No. 136 is entitled to exercise its sole and unfettered discretion to cancel the services at any time, in writing with a 30-day notice. Likewise, the successful Proponent may withdraw their services in writing with a 30-day notice. If either party cancels the delivery of services, all monies owing, including current and outstanding projects will be mutually reviewed and settled as necessary, within the 30-day notice period.

2.2 COMPLIANCE WITH LAWS

The Contractor shall be responsible for complying with all Federal, Provincial, and Municipal laws, rules, regulations, and guidelines that apply.

2.3 CONTRACTOR PERFORMANCE OR DEFAULT

Contractors aware of potential or pending supply difficulties must notify the Municipality immediately before supply disruption endangers the Municipality's ability to provide products to user areas.

In the event of non-performance, the Municipality reserves the right to acquire the items from alternative sources and the Contractor shall be responsible for any excess cost occasioned thereby. The Contractor will pay the amount thereof to the Municipality on demand. If the Contractor defaults or fails to perform in accordance with the Terms and Conditions of the RFP, the Municipality may terminate any remaining portion of the Contract. Termination of the Contract with the Contractor is at the sole discretion of the Municipality and requires five (5) days written notice delivered to the Contractor, free of any claim of the Contractor of every nature and kind.

2.4 INDEMNIFICATION

The Contractor shall indemnify and hold the Municipality not liable with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Municipality with respect to this agreement.

The Contractor shall indemnify and hold the Municipality, its employees, and agents not liable, from any and all claims, demands, actions, and costs (including legal costs on a solicitor and his own client basis) what so ever that may arise, directly or indirectly, out of any acts or omissions of the Contractor in this agreement.

Such indemnification shall survive this agreement.

2.5 PERSONAL INJURY/PROPERTY DAMAGE

The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor and its employees or agents in the performance of any agreement.

2.6 CONFIDENTIALITY

All documents submitted to the Municipality are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. While the *FOIP Act* allows persons a right to access Records in the Municipality's Custody or Control, it also prohibits the Municipality from disclosing the Contractor's personal or business information, where disclosure would harm business interests or would be an unreasonable invasion of the Contractor's personal privacy as defined in sections 16 and 17 of the *FOIP Act*. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from disclosure of these sections.

The purpose of collecting personal information required for the RFP is to enable the Municipality to ensure the accuracy and reliability of the Proposal, and to evaluate the submission is in response to the RFP. The information is required by the Municipality to provide services and continue operations. It is recommended that Proponents advise persons whose personal information is released to the Municipality under this RFP. The privacy of the personal information, as well as disclosure by the Municipality to third parties, will be governed by the *FOIP Act*.

Questions about the collection of personal information pursuant to this RFP shall be submitted to the agent outlined in Section I Item 6.







Published on September 7

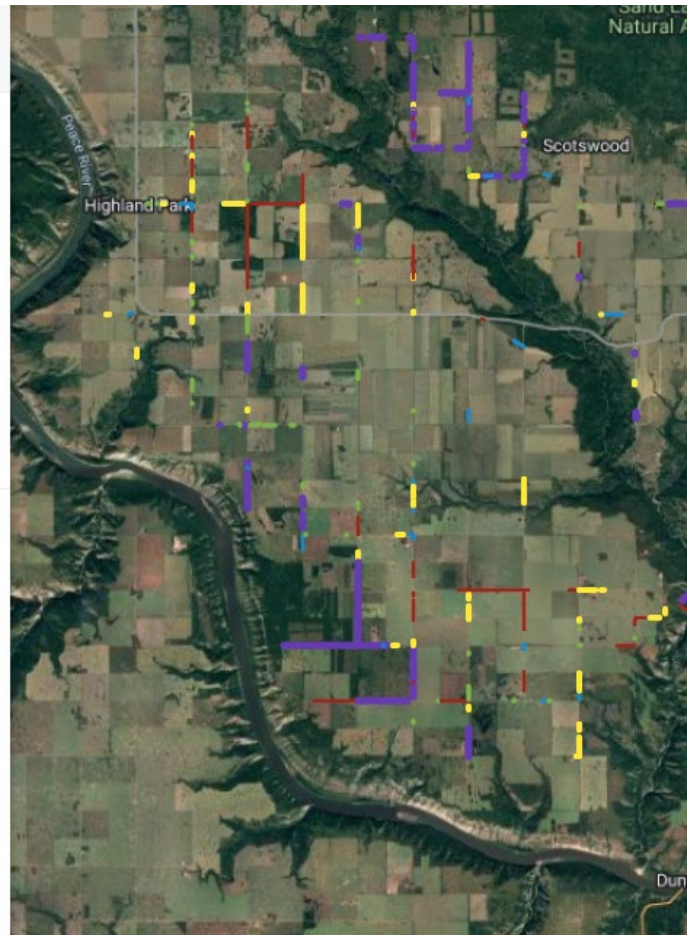
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Brush Inventory - Aug 2023



-  Fence
-  Medium
-  Light
-  Yardsite
-  Heavy
-  Light



PRICING SUBMISSION

Project – Right of Way Brushing

CERTIFICATION

We _____

(Company name)

Of _____

(Business address)

(Telephone number)

(Email or Fax Number)

Having examined and read the Proposal documents for RFP No. _____ as issued by Municipal District of Fairview No. 136 do hereby bid and agree to provide the services/products in accordance with the Proposal/RFP documents.

Signed this _____ day of _____, 20____

Signature of Authorized Representative

(Print or Type) Name of Authorized Representative

(Print or Type) Title of Authorized Representative

SCHEDULE A – SUPPLEMENTARY INFORMATION

INCLUDE ANY SUPPORTING INFORMATION, AS REQUIRED