

Request for Proposals

Engineering Services – Range
Road 50 Realignment



RFP No. PW-01-24

M.D. of Fairview No. 136
Box 189, 10957 – 91 Avenue,
Fairview, AB, T0H 1L0

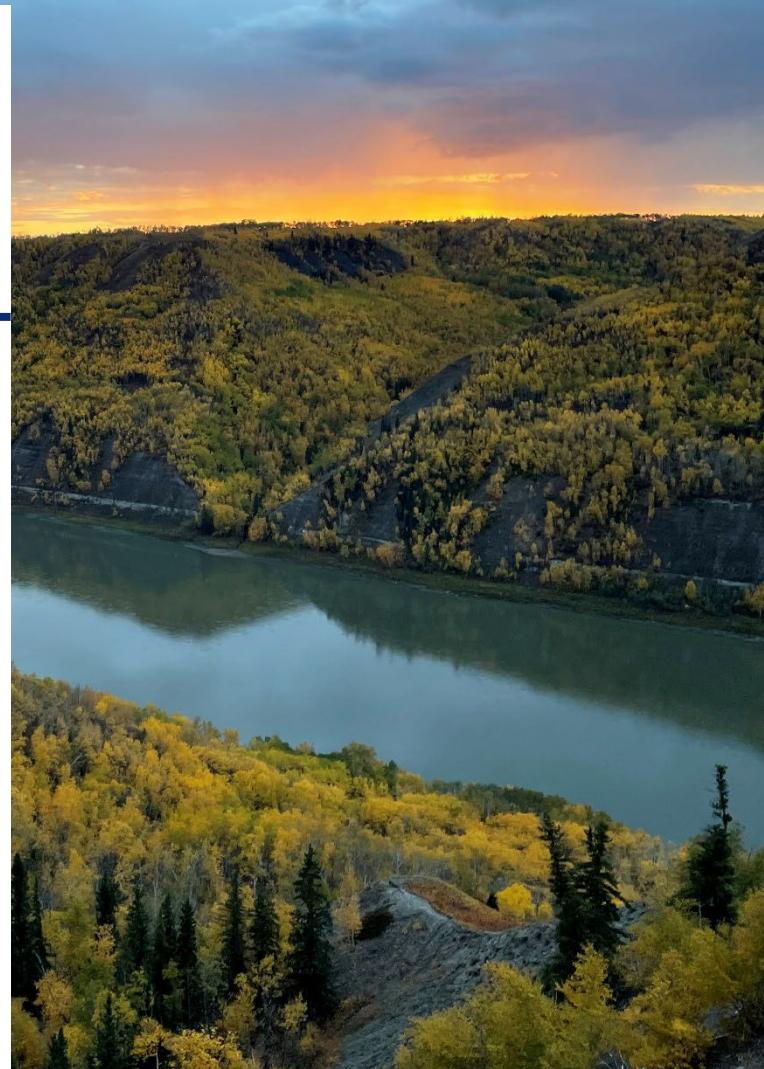
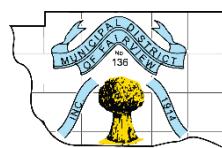


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OVERVIEW

1.0 INTRODUCTION AND BACKGROUND

- 1.1 The Municipal District of Fairview No. 136 (the “Municipality”) is located 420 km north-west of Edmonton, and 115 km north of Grande Prairie. Spanning approximately 1387 square kilometres, the Municipality is among the smallest rural municipalities in Alberta. It is bordered by the mighty Peace River on the west and south sides and boasts one of the most picturesque welcomes in the province across the Dunvegan Bridge (colloquially known as the “Golden Gateway to the North”). As of 2021, the Municipality has a population of 1580 residents. It surrounds the Town of Fairview, the regional hub, and includes the Hamlets of Bluesky and Whitelaw within its boundaries. For more information, visit us online at: www.mdfairview.ca.
- 1.2 The Municipality is the authority for the construction and maintenance of roads within its boundaries, including a network of approximately 860 kilometers of gravel roads. As such, the Municipality is seeking Proposals for the provision of engineering services from design through to construction for the realignment of that portion of Range Road 50 south of Secondary Highway 682 to Township Road 814.

2.0 DEFINITIONS

2. 1 Whenever used in this Request for Proposals, 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 Proposals.

“**Contract**” means the agreement entered into by the Municipality with the Successful Proponent for the Services described in the Request for Proposals.

“**Control**” means that the Municipality has the authority to create, use, disclose, and dispose of any documents pertinent to the Request for Proposals.

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

“**FOIP Act**” means the *Alberta Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, C. F-25.

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

“**Proponent**” means a person, firm, or company submitting a Proposal to the Municipality pursuant to the Request for Proposals.

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

“**Proposal Documents**” means all documents issued by the Municipality in relation to this Request for Proposals including, but not limited to, any addenda.

“**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 Proposals of the Municipality including all forms to be included as part of any Proposal.

“Services” means the Services to be provided by a Contractor as set out in this Request for Proposals and pursuant to the Contract.

“Successful Proponent” means the Proponent to whom a Contract is awarded by the Municipality for any or all of the Services described in the RFP.

3.0 INVITATION TO SUBMIT

- 3.1 Proponents are hereby invited to submit a Proposal for the provision of engineering services for the design, through to construction for the realignment of that portion of Range Road 50 south of Secondary Highway 682 to Township Road 814.

Engineering Services – Range Road 50 Realignment	
RFP No.	PW-01-23
Date Issued:	February 1, 2024
Closing Date and Time:	February 29, 2024 at 4:00:00 p.m. (Local Time)
Opening Date and Time:	March 1, 2024 at 9:00:00 a.m. (Local Time)
Estimated Start:	April, 2024 (Subject to scheduling and subsequent confirmation)
Estimated Completion:	2024-2025 (Subject to scheduling and subsequent confirmation)
Contact:	Chief Administrative Officer, Robert Jorgensen Email: robert.jorgensen@mdfairview.ab.ca Phone: 780-835-4903

These dates may be subject to change at the Municipality’s discretion, by way of written addenda.

- 3.2 This Request for Proposals will be conducted with the objective of maximizing the benefit to the Municipality, while offering a fair and equitable opportunity to participate.
- 3.3 This Request for Proposals does not commit the Municipality to award a Contract. This RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Municipality and the Successful Proponent have executed a written Contract.
- 3.4 The Proponent acknowledges and agrees that this procurement process is a Request for Proposals and is not a tendering process. It is part of an overall procurement process intended to enable the Municipality to identify a potential Successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Municipality and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations

or the creation of contractual obligations as between the Municipality and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

INSTRUCTIONS TO PROPONENTS

4.0 SCOPE OF SERVICES

(A) BACKGROUND

Range Road 50 is currently constructed as a gravel road that runs north to south adjacent to a portion of the Hines Creek valley. The subject portion of Range Road 50 is that which runs south from Secondary Highway 682 to Township Road 814. Traffic on this portion of roadway is primarily local (three residences), agricultural and industrial (multiple oil and gas facilities) in nature and can ebb and flow dependent on agricultural and oil/gas activity.

Of key concern are two centreline culverts under this portion of roadway which are draining surface water into gullies that have been incised into the valley slopes, the locations of which are identified on the map attached hereto. While there are a number of contributing factors, diversion of water by nearby landowners into roadside ditches has, over recent years, significantly increased the catchment area and volume of surface water draining into the valley by way of these two culverts. As a result, the gullies are growing with each rainfall and snowmelt, encroaching towards the roadway and posing a high immediate risk. While the risk posed by these two identified gullies is evident, it is important to note that the risk posed by surface water, erosion and slope instability to the integrity of the roadway is not limited to these two identified locations and must be comprehensively investigated.



North Gully



South Gully



The Municipality is seeking Proposals from qualified entities for the provision of engineering services for design through to construction for the realignment of that portion of Range Road 50 south of Secondary Highway 682 to Township Road 814. This shall include, but is not limited to, the Services detailed in subsections (b) through (d) below (the presented order of which is not intended to be the mandated order of completion):

(B) DESIGN

- Site reconnaissance and review of available data to determine scope of engineering (and related) services which will be required for the realignment of Range Road 50 including, but not limited to: geotechnical investigation, hydrologic analysis, and topographic survey.
- Conduct all necessary investigations, analyses and work required to deliver an engineering assessment and preliminary design (with cost estimates) for the realignment of Range Road 50, and any necessary remediation. Key considerations are longevity and cost-effectiveness of the realignment, as well as mitigation of future land loss of nearby landowners (if possible and cost-effective).
- Following receipt of approval by the Municipality, complete a full detailed design of the realignment, together with a detailed cost estimate ($\pm 10\%$) for budget purposes.
- Conduct an Environmental Risk Assessment to ensure that any environmental concerns are addressed throughout tender document preparation and during construction.
- Act on behalf of the Municipality to complete all necessary right-of-way purchasing from landowner(s).
- Complete all necessary consultations, notifications and agreements and obtain all necessary approvals and permits.

(C) TENDER

- Develop a tender document, which shall include all specifications for contractors to bid on the project.
- Administer Tender on behalf on the Municipality.
- Once a contractor has been selected, provide all necessary contract administration.

(D) CONSTRUCTION

- Relocate utilities, as required.
- Provide construction and post-construction engineering services including, but not limited to: project management, construction supervision, compliance monitoring and quality assurance.
- Develop as constructed drawings.
- Complete legal survey and land title registration.

5.0 PROPONENT'S INVESTIGATION AND REPRESENTATION

- 5.1 Each Proponent shall review the Proposal Documents provided by the Municipality and confirm that it is in the possession of a full set of Proposal Documents when preparing its Proposal. The Proponent is responsible for obtaining all information required for the preparation of its Proposal and for the provision of Services in accordance with the Scope of Services detailed herein.
- 5.2 The Municipality is not responsible for undertaking any investigations to assist the Proponent. Any information, or other documents which are not included or referred to in the Proposal Documents (the “Non-Proposal Information”), form no part of this Proposal. The Municipality assumes no responsibility, of any kind whatsoever arising from or relating to its failure to

include or refer to such Non-Proposal Information. Proponents, who obtain or rely upon such Non-Proposal Information or other documents, do so entirely at their own risk.

- 5.3 The Proponent shall not rely upon any oral information provided to it by the Municipality, the Municipality's representatives, the Municipality's consultants (if any), or their representatives.
- 5.4 The Proponent is responsible for inspecting the site of the Services, performing all necessary investigations and making whatever inquiries or arrangements necessary for it to become fully informed of the location of the site of the Services, the Services to be performed, the conditions existent at the site of the Services and all matters which may, in any way, affect the provision of the Services.
- 5.5 By submitting a Proposal, the Proponent represents that:
 - (a) the Proponent has complied with all RFP requirements;
 - (b) the Proponent is qualified and experienced to provide the Services in accordance with the Proposal Documents;
 - (c) the Proposal is based upon the provision of the Services in accordance with the Proposal Documents; and
 - (d) the price or prices stated in the Proposal cover all the Proponent's obligations under the Contract and all matters and things necessary for the provision of the Services in accordance with the Proposal Documents.
- 5.6 By submitting a Proposal, a Proponent agrees:
 - (a) to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
 - (b) that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
 - (c) that it has gathered all information necessary to perform all of its obligations under its Proposal;
 - (d) that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
 - (e) to hold harmless the Municipality, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
 - (f) that it shall not be entitled to claim against the Municipality, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Municipality or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
 - (g) that the Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Municipality's acceptance or non-acceptance of a Proposal; and
 - (h) to waive any right to contest in any proceeding, case, action or application, the right of the Municipality to negotiate with any Proponent for the Contract whom the Municipality deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Municipality and acknowledges that the Municipality may negotiate and contract with any Proponent it desires.
- 5.7 By submitting a Proposal, the Proponent acknowledges that:
 - (a) The Municipality is not bound to accept any Proposal. At any time prior to execution of the

Contract, the Municipality may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the RFP or proceed with the Services on different terms. All of this may be done with no compensation to the Proponents or any other party.

(b) The Municipality reserves the right, in its sole and unfettered discretion, to:

- utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Services, and the scope of the Services;
- waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- determine whether any Proposal meets the submission requirements of this RFP;
- negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score; and
- negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

6.0 INQUIRIES

- 6.1 Proponents shall refer all inquiries including, but not limited to, those relating to the interpretation, intent or meaning of the RFP, to the RFP Contact, Robert Jorgensen, by e-mail at: robert.jorgensen@mdfairview.ab.ca or by telephone at 780-835-4903.
- 6.2 All correspondence to the Municipality regarding the RFP shall explicitly state the Project Name and RFP number, as below, in the email subject line:

Project Name: Engineering Services – Range Road 50 Realignment
RFP Number: PW-01-2024

- 6.3 The Proponent shall notify the RFP Contact, in writing, of any ambiguity, divergence, error, or omission, oversight, contradiction, or item subject to more than one interpretation in the Proposal Documents, as it is discovered, and shall request any instruction, decision, or direction required for the Proponent to submit a Proposal.
- 6.4 All inquiries and notifications contemplated in sections 6.1 and 6.3 herein shall be submitted no later than 4:30:00 p.m., local time, three (3) business days prior to the Closing Date and Time; failure to do so may result in the Municipality not issuing a response thereto.
- 6.5 Responses to inquiries and notifications contemplated in sections 6.1 and 6.3 herein, including any revisions to the Proposal Documents, may be issued by the Municipality in writing in the form of addenda, as deemed necessary by the Municipality. Proponents shall not rely upon any responses, interpretations or revisions made in a manner other than by written addenda.
- 6.6 The Proposal Documents supersede all communication, negotiations, agreements, and representations and warranties either written or oral relating to the subject matter of the Request for Proposals prior to the Closing Date and Time, and no changes shall be made to the Proposal Documents except by written addenda.

- 6.7 No implied obligation of any kind by or on behalf of the Municipality shall arise from anything in the Proposal Documents.

7.0 ADDENDA

- 7.1 The Municipality reserves the right to amend or revise the Proposal Documents by written addenda during the period in which Proposals can be submitted. All addenda issued by the Municipality will be posted and available for download from the Alberta Purchasing Connection Website (www.purchasingconnection.ca). Addenda, when issued by the Municipality, become part of the Proposal Documents.
- 7.2 It is the responsibility of Proponents to ascertain and verify, prior to the Closing Date and Time, that they have received any and all addenda issued by the Municipality.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

- 8.1 Proposals should be organized in the following format using the section titles and sequence listed below, to facilitate evaluation and to ensure each Proposal receives full consideration:

a) Cover Page

b) Table of Contents

c) Proposal Submission Letter (Cover Letter)

Must be dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications on behalf of the Proponent.

d) Executive Summary

Must touch on pertinent points in the Proposal that the Proponent wishes to highlight, including an overview of the project schedule and costs.

c) Proponent Profile

The Proposal shall include:

- A brief introduction of the Proponent, identifying the members of the project team and project lead (if applicable);
- Company name, address, and phone number;
- RFP Contact for the Proponent who is responsible for answering any questions asked or providing clarification sought by the Municipality. Contact information should include, but is not limited to: name, title, address, email, and phone number; and,
- Details of any subcontracting arrangements proposed by the Proponent.

d) Project Understanding, Concept and Proposed Methodology

The Proposal must demonstrate a Proponent's understanding of the Municipality's needs and detail the methodology that will be used to provide the Scope of Services detailed in Section 4 herein. Further, the Proponent should also identify any potential options, or changes to the outlined approach that could be advantageous to the Municipality. Any such optional services should be identified specifically in a separate section.

e) Project Work Plan

The Proposal must include a work plan and project schedule for completing the Scope of Services.

e) Related Experience and References

A list of three (3) recent and relevant projects (within the last three years) shall be included in the Proposal. Each of the references shall include a contact person complete with title and phone number.

f) Pricing

The Proponent shall provide a schedule of total fees proposed for provision of the Scope of Services detailed in Section 4 herein. Pricing shall include all fees, costs, disbursements and any other expenses. It shall also include, but not be limited to, any prime cost sums, contingency sums, or sums associated with obtaining any applicable permits, inspections, licenses or other authorizations which may be required to provide the Services.

Pricing for any additional services being recommended to the Municipality shall be included as a separate line item.

All pricing submitted shall be in Canadian Dollars. As the Municipality is subject to Goods and Services Tax (GST); the Proponent shall identify GST as a separate line item.

g) Insurance

The Proponent shall provide proof of the following minimum insurance:

- Comprehensive General Liability Insurance from a licensed insurer, in the amount not less than two million (\$2,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage, and which shall include blanket contractual liability.
- Professional Liability Insurance from a licensed insurer in an amount not less than \$1,000,000.00 per claim, which shall be applicable to the Services provided,
- Automobile Liability Insurance from a licensed insurer on all vehicles owned, operated or licensed in an amount not less than \$1,000,000.00.

(h) Proposal Form

The Proponent shall complete and execute the Proponent Form attached hereto.

9.0 PROPOSAL SUBMISSION

- 9.1 Proponents are requested to submit their submission in the form prescribed herein prior to the Closing Date and Time to the email identified below. Proponents must submit one electronic copy in PDF Format by email to:

Email: mdinfo@mdfairview.ab.ca

Proposals submitted to the Municipality shall explicitly state the project name and RFP number, as below, in the email subject line:

Project Name: Engineering Services – Range Road 50 Realignment
RFP Number: PW-01-24

- 9.2 Proposals must be received by the Municipality prior to the Closing Date and Time set forth herein, or they will not be accepted. It is the sole responsibility of Proponents to be mindful of the length of time for a 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 Proponents, and Proponents are encouraged to take steps to ensure their Proposal has been received in advance of the deadline.

10.0 COST TO PREPARE/SUBMIT

- 10.1 The Municipality will not be liable for any costs incurred by Proponents in the preparation and submission of Proposals, or in the performance of any activities in relation to the creation of Proposals.

11.0 PROPOSALS TO REMAIN OPEN

- 11.1 The Proposals received shall remain open for the Municipality's consideration for a period of forty (40) days following the RFP Closing Date and Time in order to allow for the Municipality to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

12.0 DISQUALIFICATION OF PROPONENTS

- 12.1 Only one Proposal per Proponent will be considered. By submitting its Proposal, the Proponent acknowledges and agrees that if the Municipality has reasonable grounds for believing that any Proponent is interested in more than one Proposal for Services, the Municipality may, in its sole and unfettered discretion, reject all Proposals in which such Proponent is interested.
- 12.2 Any and all Proposals will be rejected if the Municipality has reasonable grounds for believing that collusion exists among the Proponents; none of the participants in such collusion will be considered in future procurement processes.

13.0 OCCUPATIONAL HEALTH AND SAFETY

- 13.1 The Proponent shall inform and familiarize itself, its employees and subcontractors as to their legal responsibilities pursuant to *Occupational Health and Safety Act, Regulations and Code*. The Proponent acknowledges and agrees that it, its employees and its subcontractors will, as a condition of any Contract, be required to comply with the provisions of the *Occupational Health and Safety Act, Regulations and Code*.

14.0 STATUTORY COMPLIANCE

- 14.1 The Proponent acknowledges and agrees that as a condition of any Contract, it will be required to comply with the provisions of:
- (a) any municipal, provincial or federal legislation, regulations or codes now in force or enacted hereafter;
 - (b) any bylaw or resolution of the Municipality;
 - (c) any applicable permits, licenses, and approvals; and
 - (d) any policies, practices or standards that expressly or by implication, apply to the provision of services contemplated in the Scope of Services.
- 14.2 Prior to commencement of the provision of the Services pursuant to any Contract, the Successful Proponent shall obtain all municipal, provincial or federal authorizations required enabling it to carry on business to provide the Services pursuant to the Contract. Failure to do so shall entitle the Municipality to forthwith terminate the Contract without compensation.

15.0 CONFIDENTIALITY

- 15.1 All documents submitted to the Municipality are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. The *FOIP Act* allows persons the right to access Records in the Municipality's Custody or Control, subject to the specific exceptions therein. It also prohibits the Municipality from disclosing the Proponent's personal or business information, where disclosure would harm business interests or would be an unreasonable invasion of personal privacy as defined by the *FOIP Act*.
- 15.2 Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from disclosure of these sections. However, the Municipality cannot assure Proponents of the confidentiality of any portion of the Proponent's Proposal.
- 15.3 The purpose of collecting personal information required for this Request for Proposals is to enable the Municipality to ensure the accuracy and reliability of the information and to evaluate the Proposals. It is recommended that prior to disclosing to the Municipality any personal information about any individual, the Proponent obtain consent of the affected individual. Such consent must be in writing, must specify to whom the personal information may be disclosed and how the personal information will be used. The Proponent shall provide such consents to the Municipality for confirmation and review upon the Municipality's request. The privacy of the personal information, as well as disclosure by the Municipality to third parties, will be governed by the *FOIP Act*.
- 15.4 Questions about the collection of personal information pursuant to this RFP shall be submitted to the FOIP Coordinator of the Municipality, Lyndsey Lawrence at:
Lyndsey.lawrence@mdfairview.ab.ca.

16.0 CONFLICTS OF INTEREST

- 16.1 Proponents must fully disclose, in writing to the Municipality, prior to Closing Time, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP process.
- 16.2 The Municipality shall review any submissions by Proponents under this provision and may reject any Proposals where, in the opinion of the Municipality, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP process.

17.0 GOVERNING LAW

- 17.1 This RFP process will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Proponent irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta.
- 17.2 The provisions of the Canadian Free Trade Agreement ("CFTA") and the New West Partnership Trade Agreement ("NWPTA") apply to this RFP.

18.0 LANGUAGE

- 18.1 All Proposals, including attachments and other information, must be in English.

19.0 PROPOSAL EVALUATION

- 19.1 The first stage of evaluation will consist of a review of all submissions to ensure that each submission was received on time, that the Proposal Submission Form is properly completed and signed, and that the submission is sufficiently responsive to the RFP.
- 19.2 Following the initial evaluation of the Proposals, the second stage will consist of a comprehensive evaluation of the Proposals based on the criteria listed below and the Municipality will have the sole and unfettered discretion to award up to the maximum number of points for each criterion.

Evaluation Category	Weighting
Corporate Profile, Experience and References	10
Project Team Qualifications and Relevant Project Experience	10
Project Understanding and Proposed Methodology	20
Work Plan and Project Schedule	20
Value Added Services	10
Pricing	30
Total Score:	100

- 19.3 Proposals will be evaluated and ranked according to the outline below. Evaluations will be based on a scale of 0 to 10. The score of each criterion will be determined by multiplying the criteria weight by the rating and the sum of all scores will be the total score. The Municipality reserves the right to reject any Proposal that receives a rating of four (4) or less on any criterion.

Rating	Description
10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
8	Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.
6	Meets expectations; Proponent has a good understanding of the requirements, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success
2	Does not meet expectations or demonstrate understanding of the requirements, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

- 19.4 It is the objective of the Municipality to obtain the Proposal most suitable and most advantageous to the interests of the Municipality. Each Proponent acknowledges and agrees that the Municipality has the sole and unfettered discretion to employ any criteria to determine the Proposal most advantageous to the interests of the Municipality and that the Municipality has no obligation to neither disclose such criteria nor employ the criteria listed in the Proposal Evaluation Criteria.
- 19.5 The Municipality 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.

20.0 ACCEPTANCE OR REJECTION OF PROPOSALS

- 20.1 The Municipality reserves the right to accept, in whole or in part, any and all of the Proposals received. The lowest or any Proposal will not necessarily be accepted, as various criteria are used in the evaluation process. Further, the Municipality has the right, in its own interests, to waive any informality, insufficiency, error or irregularity in any Proposal received, and to accept the Proposal that is deemed most favourable to the interests of the Municipality.
- 20.2 The Municipality shall not be obligated to accept Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or mathematical or calculation errors of any kind. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in the favor of the correct sum. Any discrepancies between the Proposal Form and a post-Proposal closing submission required by the Proposal Documents will be resolved in favour of the post-Proposal closing submission.
- 20.3 Notwithstanding anything contained herein, the Municipality reserves the right, in its sole and unfettered discretion, to reject or accept any Proposal or portion thereof, for any reason whatsoever (without stating reasons) including the right to reject all Proposals. This includes, without limiting the generality of the foregoing, any Proposal which:
- Incomplete, obscure, irregular, or unrealistic;
 - Is non-compliant in a trivial or substantial manner;
 - Is not submitted prior to Closing Date and Time;
 - Has erasures or corrections;
 - Omits a price on any one or more items in the Proposal.
- 20.4 A Proposal may be rejected or accepted on the basis of the Municipality's unfettered assessment of its best interests, which includes the Municipality's unfettered assessment as to:
- A Proponent's past work performance for the Municipality (or for anyone else);
 - A Proponent's financial capabilities;
 - A Proponent's proposed completion schedule, or ability to provide the Services;
 - A Proponent being engaged in litigation or arbitration with the Municipality or having an outstanding debt owed to the Municipality;
 - A Proponent's history of non-compliance with federal, provincial, municipal legislation, regulations or codes.
- 20.5 If the Proposal Price of every Proponent exceeds the amount the Municipality has budgeted for the provision of the Services, the Municipality may reject all Proposals and attempt to negotiate a lower price with the Proponent who, in the sole and unfettered discretion of the Municipality, has submitted the most advantageous Proposal. In such an instance:
- All statements made by the Municipality or the Proponent during negotiation are without prejudice and confidential;
 - The Municipality's attempt to negotiate with such Proponent does not constitute a rejection of its Proposal;
 - The Municipality will not attempt to obtain a lower price for the provision of the same Services for which the Proponent originally submitted a Proposal, but may attempt to obtain a lower price for a revised Scope of Services; and,
 - The Municipality will not be obliged to disclose the amount budgeted for the provision of the Services.
- 20.6 The Municipality reserves the right to negotiate after Closing Date and Time with the Proponent that the Municipality deems has provided the most advantageous Proposal. In no event will the Municipality be required to offer any modified terms to any other Proponent prior

to entering into a Contract with the Successful Proponent and the Municipality shall incur no liability to any other Proponents as a result of such negotiation or modification.

21.0 PROPOSAL AWARD

- 21.1 This RFP is a procurement process intended to enable the Municipality to identify a **potential** Successful Proponent. An award decision **may** be made after the Municipality has had an opportunity to evaluate all Proposals in detail, based on the criteria and method established in section 19 herein.
- 21.2 Following evaluation of Proposals, the Chief Administrative Officer, in consultation with the Director of Public Works, will make a recommendation to Council whether to award the RFP and may identify a potential Successful Proponent.
- 21.3 In the event that Council decides to award the RFP, the Chief Administrative Officer will advise the Successful Proponent of the award and will commence negotiation of the Contract with the Successful Proponent.
- 21.4 The Municipality reserves the right to terminate Contract negotiations with the Successful Proponent and to enter into contract negotiations with any other Proponent if, in the opinion of the Municipality, at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily concluded in the best interests of the Municipality.
- 21.7 Proposal results and award information will be made available on the Alberta Purchasing Connection website (www.purchasingconnection.ca), following execution of a Contract or a decision to not award the Contract.
- 21.8 The Municipality reserves the right to cancel this RFP at any time without awarding the Contract.

PROPOSAL FORM

1. PROPOSANT INFORMATION

Proponent Information	
Proponent Legal Name:	
Any other relevant name under which the Proponent carries on business:	
Address:	
Phone Number:	
Website:	
Proponent RFP Contact Information	
Name:	
Title:	
Phone:	
Email:	

2. ACKNOWLEDGEMENT OF NON-BINDING PROCUREMENT PROCESS

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Municipal District of Fairview No. 136 (the “Municipality”) and the Successful Proponent have executed a written Contract.

3. ABILITY TO PROVIDE SERVICES

The Proponent agrees that they have carefully examined the Proposal Documents and have a clear and comprehensive knowledge of the Scope of Services required. Further, the Proponent declares that they have conducted all necessary site inspections and investigations and have sought clarification from the Municipality, where necessary. The Proponent represents and warrants its ability to perform the Scope of Services in accordance with the requirements of the Proposal Documents for prices set out in its Proposal.

4. PRICING

The Proponent has prepared and submitted its pricing in accordance with the instructions in the Proposal Documents and confirms that the pricing information provided is accurate. The Proponent agrees that its Proposal shall be open for acceptance by the Municipality for forty (40) days following Closing Date and Time. The 40-day acceptance period shall commence at 11:59:00 p.m. on the Closing Date and will terminate at 11:59:00 p.m. on the fortieth (40th) day thereafter.

5. ADDENDA

The Proponent confirms that they have read and accepted all addenda issued by the Municipality prior to the deadline for issuing addenda set out in the Proposal Documents. The onus remains on the Proponent to make any necessary amendments to their Proposal based on the addenda. The

Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:

_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. CONFLICT OF INTEREST

For the purposes of this section, the term “Conflict of Interest” means

- (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 Municipality 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 RFP process; or
- (b) in relation to the performance of its contractual obligations contemplated in the Contract that is the subject of this procurement, 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.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest, and must explain why the Proponent believes that the Conflict of Interest should not result in disqualification from the RFP process:

7. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this

Proposal by the Municipality to its advisers, for the purpose of evaluating or participating in the evaluation of this Proposal.

8. DISQUALIFICATION OF PROONENTS

The Proponent acknowledges and agrees that only one Proposal per Proponent will be considered. Further, that if the Municipality has reasonable grounds for believing that any Proponent is interested in more than one Proposal for the Services, the Municipality may, in its sole and unfettered discretion, reject all Proposals in which such Proponent is interested. Lastly, that any and all Proposals will be rejected if the Municipality has reasonable grounds for believing that collusion exists among the Proponents; none of the participants in such collusion will be considered in future Proposals.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title of Proponent Representative

Date

Date

**As representative of the Proponent, by affixing my signature hereto, I am certifying that I have the authority to bind the Proponent*

MAP

Range Road 50 Realignment

