



Request for Proposal:
Engineering Consulting Services

TOWN OF SEXSMITH STREET IMPROVEMENT PROGRAM

Town of Sexsmith
Box 420
Sexsmith, Alberta T0H 3C0

Proposal Closing Time: October 30, 2024 14:00:00 Local
time



RFP 01-2024
Engineering Consulting Services

1.0 Invitation to Submit Proposal

Your firm is hereby invited to submit a proposal to provide Engineering and Consulting services as set out in this Request for Proposal

Description	Town of Sexsmith Engineering and Consulting Services for Street Improvement Program
RFP Number	01-2024
Closing Date	October 30, 2024
Closing Time	14:00:00 Local Time

2.0 Project Background

The Town of Sexsmith is looking for a firm to provide engineering and consulting services to begin in **January 2025** for planning of annual roadworks and sidewalks. We have a revolving schedule for asphalt overlay and sidewalk as well and there may be some design, base and pave and/or underground storm line/water/sanitary design may also be required.

3.0 Reference Material

All work is to be completed according to Town of Sexsmith Design Standards, except to the extent that the City of Grande Prairie Design Standards are more current, in which case the City of Grande Prairie Design Standards shall apply to such portion of the work. All water and sewer services are to be completed in accordance with Aquatera Design Standards. Storm water design is to be completed according to Town of Sexsmith Design Standards except to the extent that the City of Grande Prairie Design Standards are more current, in which case the City of Grande Prairie Design Standards shall apply to such portion of the work.

4.0 Scope of Work

The scope of work shall include all the engineering services required to complete the geotechnical and other surveys, preliminary design, detail design, construction, and post construction services, regulatory liaison, and provision of information required by funding agencies for the construction of new sidewalks, repair of existing sidewalks, construction of new asphalt pathways, repair of existing asphalt pathways, overlays on existing asphalt, storm line, water and sewer installation and repair, and construction of base and pavement for new roadways.

The scope of work for the proponent includes, but is not limited to the provision of the following services:

Meet with Town to review potential of project and clarify design intentions.
Provide cost estimates to the Town as directed for review of council and finalization of project scope (including testing).



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Perform pre-design work;

- Assist the Town in obtaining all necessary regulatory approvals;
- Prepare detailed design drawings for project as per Town standards, specifications and requirements;
- Complete geotechnical evaluations and topographic surveys;
- Prepare contract documents, tender drawings and specification package, as required, for public tender;
- Prepare tender documents for public advertising;
- Receive and review tenders, assist the Town in bid evaluation and provide recommendation to the Town;
- Assist the Town in the negotiation and finalization of contracts with successful contractors;
- Co-ordinate and attend pre-construction meeting with the Town and successful contractors;
- Provide engineering services during construction;
- Provide contract administration services, as required, including construction survey and construction inspection;
- Complete quantity calculations and measurements and prepare monthly Progress Payment Certificates;
- Co-ordinate materials testing quality control;
- Co-ordinate and attend final inspection of work with the Town and successful contractors;
- Prepare final inspection report, identifying deficiencies and associated holdbacks;
- Confirm final deficiency repairs and prepare final payment to successful contractors;
- Monitor warranty periods and assist the Town in enforcing warranty obligations;
- Provide general post-construction services.

5.0 Deliverables

Predesign to include, as applicable, all material test data reports (geotechnical and survey), impact of the proposed construction on any existing utilities, site plan, location map, process flow diagram site layout, control narrative, preliminary structural proposed construction sequence, proposed implementation schedule and a pre-design cost estimate, regulatory approvals and permits.

Detail design to include complete set of drawings, details, and complete set of specifications with all the divisions and a pre-tender cost estimate.

Contract documents preparation and tendering to include administering the call for tenders (advertising, responding to inquiries, organizing a tender meeting, receiving and evaluating the tenders, making recommendations to the Town and preparation of contract documents for execution by the Town and the selected contractors.



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Construction management plan and construction supervision. Proponent to prepare a construction management plan and execute. The services include organizing and chairing site meetings, materials testing during construction, construction supervision, and construction completion inspection.

Post construction services to include as-built drawings, operating and maintenance manuals, monitoring and reporting requirements, final warranty inspection, recommendation related to the final acceptance, final as-built survey, final construction report (to include overall construction cost, copies of approvals/permits obtained).

6.0 Term

This Request for Proposal shall be for all projects that are to be tendered and commenced in **January 2025 and shall be in place to October 2026**, with an **option**, in the Town's sole and unfettered discretion, **to renew for three additional one-year terms**.

7.0 Instructions to Proponents

7.1 INQUIRIES

All inquiries related to this proposal shall be made on or before **October 25, 2024** and shall be directed to:

Rachel Wueschner, CAO
Town of Sexsmith
Box 420 Sexsmith, AB T0H 3C0 780-568-7246
admin@sexsmith.ca

7.2 PROPOSAL SUBMISSION

Proposal must be received by the Town of Sexsmith, either at the Town Office front reception desk located at **9921-100 Street** or by mail at **Box 420, Sexsmith, Alberta T0H 3C0** prior to or at 14:00:00 p.m. local time on **October 30, 2024**. The submission must be in a sealed envelope and marked "**RFP 01-2024 Engineering Consulting Services**"

Alternatively, you can also email your submission attention Rachel Wueschner "**RFP 01-2024 Engineering Consulting Services**" in the subject line. The body of the email should contain the full legal name, phone number and return address of the Proponent. Please see submission Form 1 on page 15.

7.3 PROPOSAL FORMAT

The Proponent must ensure that the percentage rates proposed consider the potential for the annual budget for the work to be performed under this project to vary between \$400,000 and \$800,000, annually with the exception of the 2025 year which may vary from \$0 and \$800,000.



7.4 PROPOSAL CONTENT

Main Body of the Proposal

- Corporate profile
- Project understanding
- Project team, key personnel
- Project teams past experience in similar projects (within last five years)
- References (maximum three)
- Fee (in CAD), expressed as follows:
 - a percentage of the value of work to be performed by the selected contractors.
 - work to be performed outside the scope of work included in the percentage rates expressed as hourly rates;
- The Proposal must clearly stipulate any work contemplated by the Proponent that falls outside of the scope of work covered by the percentage rates.

In addition to the above, the Proponent may also propose alternative modes of payment, deliverables or services, including any timetable or timing issues, related to the services to be provided, that the Proponent may wish the Town to consider, together with a breakdown of financial implications related to such matters.

Mandatory Forms to submit

- Form 1 – (if emailing proposal)
- Appendix A – Submission Form
- Appendix B – Insurance Requirements Acknowledgement
- Permit to practice
- Safety Certificate Recognition (COR)
- Organizational diagram
- Resumes of key personnel

8.0 General Terms and Conditions

8.1 SCOPE

These terms and conditions form a part of this RFP. Accordingly, such Terms and Conditions shall form a part of any contract that may be created as a result of the acceptance of a Proposal relating to this RFP.



8.2 DEFINITION OF TERMS

Whenever used in the RFP, 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 Closing Time specified in RFP.
Contract	Means the agreement(s) entered into by the Town with the successful proponent(s) for the goods, service or the goods and services described in the RFP.
Proponent	Means a person, firm, or company submitting a proposal to the Town of Sexsmith pursuant to the RFP.
Proposal	Means the offer of a Proponent to furnish materials, supplies or services in response to the RFP.
RFP	Means this Request for Proposal of the Town of Sexsmith, including any addenda, clarifications, specifications and conditions and forms to be included as part of any Proposal.
TOWN	Means the Town of Sexsmith, in the Province of Alberta, as represented by any person or persons designated by council of the Town.
Vendor	Means a Proponent to whom a contract is awarded by the Town for any or all the goods and services described in the RFP.

8.3 PROPOSAL CONDITIONS

Proponents shall carefully read the RFP and submit Proposals subject to all conditions contained in the RFP. Proponents shall make all investigations necessary for estimating as to the conditions under which work must be carried out and its nature and location. The submission of a Proposal by a Proponent shall be construed by the Town to mean that the Proponent agrees to abide by and carry out all conditions set forth in the RFP.

Should the Proponent find, during examination of the RFP, any discrepancies, omissions, ambiguities, or conflicts on or between the RFP documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted in Section 7.1 of the RFP, via email only, not less than three (3) business days before the Proposal Closing Time. The questions will be reviewed, and where information sought is not clearly indicated, the Town will issue addenda, which will become part of the RFP. Should the Proponent fail to bring the discrepancy, omission, ambiguity or conflict to the attention of the Town within the aforesaid time, the Proponent shall accept the decision of the Town as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Proponent has included the most costly alternative in its Proposal.

8.4 ERROR IN PROPOSAL

No Proposal shall be altered, amended or withdrawn after the Closing Time. Negligence or errors on the part of the Proponent in preparing the Proposal documents confers no right for withdrawal of the Proposal after the Closing Time.

8.5 ACCEPTANCE OF PROPOSAL



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The Town reserves the right, in the Town's sole and unfettered discretion, to:

- Terminate the RFP process at any time prior to the execution of a Contract with a successful Proponent;
- Accept any Proposal submitted prior to the RFP Closing Time, as specified in the RFP;
- Accept the withdrawal of such Proposal as permitted hereunder or by the RFP;
- To reject any or all Proposals, at any time without further explanation;
- Disqualify or reject any Proposals which contain qualifying conditions or otherwise fail to conform to this RFP;
- To waive any non-compliance with the RFP, specifications or any conditions;
- If the Proponent fails to state the time at which a Proposal must be accepted, it is understood and agreed that the Town shall have sixty (60) days to accept.

The lowest or any Proposal will not necessarily be accepted.

8.6 SUBMISSION OF PROPOSAL

Proposals shall be submitted in the format identified in the RFP documents.

No proposal shall be altered or amended after the Closing Time without the agreement of the Town.

Any modified Proposal must follow the same format for delivery as the original, but clearly indicating that the second submission is a modification to the original.

No Proposal decision will be made until the Town has had an opportunity to examine and evaluate all Proposals.

By submitting a Proposal, each Proponent agrees that it will not claim for damages, losses or expenses or other legal relief in any court proceeding or other dispute resolution forum in respect of the within RFP process (including but not limited in respect to representations made or purported to have been made before, during or after the RFP process and post-RFP negotiations) in contract, tort or other legal theory and each Proponent specifically waives against the Town claims for loss of profits and loss of business opportunity.

8.7 PROPOSAL MODIFICATIONS PRIOR TO CLOSING TIME

Proponents wishing to amend their Proposal prior to the Closing Time may do so by:

Delivering, in writing the modification to the address as noted in the "Instruction to Proponents";

Clearly identifying the differences between the original submission and the modified version; and

Ensuring that the modification is signed by the authorizing representative who had signed the original.



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The modified version must follow the same format for delivery as the original but clearly indicating that the second submission is a modification to the original.

The modification will override only those areas applicable to the original submission. Only one submission is permitted per Proponent.

8.8 PROPOSAL WITHDRAWAL

The Proposal may be withdrawn at any time up to 1 (one) hour prior to the closing time but only on the submission of a request in writing signed by the Proponent at the office at which the Proposal was originally submitted.

No Proposal shall be withdrawn following the Closing Time unless some other person has been awarded the Contract or unless a period of time as stated in the RFP document has expired from the Closing Time, A Proposal, which has not been accepted at the expiration of such time, shall be deemed to be automatically withdrawn at that time.

Negligence or errors on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

8.9 SUBSTITUTIONS

Proponents are encouraged to quote substitutions or alternate item(s) unless specifically identified as no substitution (no sub), but the responsibility of obtaining "equal to or exceeding" quality lies solely with the Proponents. Each alternate submission should include brochures, performance, and test dates, etc., that will confirm "equal to or exceeds" quality specifications requested. The Town reserves the right to have the Proponent provide samples of alternate / substitution item(s) for evaluation without any cost incurred by the Town. The Town will be the sole judge as to the acceptability of the substituted item(s).

8.10 DISCUSSION

The Town reserves the right to conduct discussions with any Proponent that submitted a Proposal to assure full understanding of the Proposal submitted.

To assist in evaluation of Proposals, the Town may, *in its discretion*, but is not required to:

- conduct reference checks relevant to the project with any or all of the references cited in a Proposal or other persons not listed in a Proposal, verify any and all information regarding a Proponent, including its directors, officers and key individuals, and conduct any background investigations that it considers necessary, and the Town may rely on and consider any relevant information from such references or investigations in the evaluation of Proposals;
- seek clarification or rectification of a Proposal from any or all Proponents and consider such supplementary information in the evaluation of Proposals;
- request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in the Proposal; and



- Investigate any Proponent's financial position.

8.11 PROPOSAL AWARD

A Proposal decision may be made after the Town has had an opportunity to examine and evaluate all Proposals in detail. The Town reserves the right to reject any or all Proposals and to accept any part of one or more Proposals. The decision of the Town is final. This RFP process does not commit the Town to award a contract or to pay any costs incurred in the preparation of a Proposal, provision of samples, or attendance at a pre-award or post-award site meeting. The Town may, with or without discussion, negotiation, changes or amendment, award or not award a contract in its unfettered discretion. Price is not the only consideration that will determine whether and to whom the Town may award a contract, and the Town may consider whatever factors the Town deems to be in its best interest.

If the Town selects a successful Proponent, the Town will invite the successful Proponent to enter into final discussions and negotiations to settle the terms of a Contract, based on the successful Proponent's Proposal, including any clarifications that the successful Proponent may have provided during the evaluation of Proposals.

If for any reason the Town determines that it is unlikely to reach final agreement with the successful Proponent, then the Town may terminate the discussions with the successful Proponent and proceed in any manner that the Town may decide, in consideration of its own best interests, including:

terminating the RFP process entirely and proceeding with some or all of the project in some other manner, including using other contractors; or

inviting one of the other Proponents to enter discussions to reach final agreement for completing the project.

8.12 PROPOSAL REQUIREMENTS

Requirements are as listed and detailed in the "Scope of Work" and "Instructions to Proponents" of the RFP.

8.13 AMENDMENTS

The Town reserves the right to amend or revise the RFP by addenda up to forty- eight (48) hours prior to the Closing Time, or at any time to extend the Closing Time, with or without issuing further addenda. Oral instructions are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the Closing Time, that it has received any and all addenda issues in relation to the RFP.



8.14 CONTRACT

The signing of a formal written agreement shall constitute the making of a contract between the Town and a successful Proponent. No Proponent shall acquire any legal or equitable rights in relation to the Town until the signing of a written agreement by the Town of Sexsmith. The contract shall include all portions of the RFP not expressly amended in writing during negotiations between the Town and the successful Proponent.

8.15 NEW TECHNOLOGY

In the event that new technology is introduced during the term of any Contract relating to the materials, supplies and services provided under the Contract, and; if in the opinion of the Town that new technology is deemed a requirement of the Town, the Vendor will be notified of such findings. Discussions regarding the suitability of the new technology in relation to the existing stated requirements will be held with the awarded supplier.

8.16 TIME

All time, except time of payment, is of essence.

8.17 ASSIGNMENT

The Contract shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign the Contract or any of its rights or obligations thereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign the Contract, or any of its rights or obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the Vendor hereunder shall be subcontracted to or performed on behalf of the Vendor by any third party, except upon prior written permission by the Town.

8.18 COMPLIANCE WITH THE LAWS

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

8.19 REFERENCES

The Proponent shall include evidence, satisfactory to the Town, of the Proponent's ability to perform the Scope of Work as described in the RFP.

8.20 METHOD AND ORDER

Proponents shall provide and include with their proposal submission an address, telephone number and email to which any resulting contract is to be directed.



8.21 PROPOSAL PRICES

Proponents must specify pricing structure as identified in the appropriate section of this RFP.

Pricing shall be quoted in Canadian dollars.

Prices must be inclusive of all freight charges, tariff, insurance during shipping, Canadian custom duties and excise taxes as applicable including provincial taxes.

Proponents are to quote prices based on F.O.B. to the Town's specified site, as applicable.

8.22 SOLE BID

In the event that only one bid is received, the Town of Sexsmith will request from that sole Proponent the following information:

- Current published public sector pricing
- Paid invoices for like items (like quality and quantity)
- Price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related to the product the Town feels justifies the cost of the product

8.23 VENDOR PERFORMANCE/ DEFAULT

In the event of non-performance, the Town reserves the right to acquire the items from alternative sources, and the Vendor shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Town on demand. If the Vendor defaults or fails to perform in accordance with the Terms and Conditions of the RFP or otherwise does not comply with the RFP or Contract as it affects the Vendor's obligations, the Town may, at its sole discretion, terminate any remaining portion of the Contract with the Vendor upon five (5) days written notice to the Vendor, free of any claim of the Vendor of every nature and kind.

8.24 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under the Contract where such delay or failure is due to fire, flood, explosion, war, embargo, government action, act of public authority, act of God, or to any cause beyond its control, except labour disruption.

In the event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause. Should the Force Majeure event last for longer than thirty (30) days, the Town may terminate the Contract by notice to the Vendor without further liability, expense, or cost of any kind.



8.25 GOODS AND SERVICES TAX

All Goods and Services Tax shall be identified as a separate line item.

8.26 INVOICING

All charges and credits are to be shown on invoices.

All invoices, credits and correspondence relating to the Contract shall contain the original Contract number as a reference.

8.27 INDEMNIFICATION

The Vendor shall indemnify and hold the Town harmless 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 Town with respect to this RFP or the Contract.

The Vendor shall indemnify and hold harmless the Town, its employees and agents, from any and all claims, demands, actions, and costs whatsoever that may arise, directly, or indirectly, out of any acts or omissions of the Vendor under this RFP or the Contract.

Such indemnification shall survive the RFP and the Contract.

8.28 COMMENTS

Nothing in the RFP shall be construed as authority for the Vendor to make commitments, which shall bind the Town or to otherwise act on behalf of the Town, except as the Town may expressly authorize in writing.

8.29 PERSONAL INJURY/ PROPERTY DAMAGE

The Town 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 Vendor, its employees or agents, in the performance of the Contract.

8.30 INSURANCE

The Vendor shall, at the Vendor's own expense, provide the Town, with the following applicable Certificate of Insurance, with an insurer license in Alberta, prior to the commencement of any Contract resulting from the RFP:

- Comprehensive general liability for an amount of not less than five million dollars (\$5,000,000.00);
- Standard automobile insurance for all vehicles owned, licensed, or leased by the Vendor for an amount of not less than five million dollars (\$5,000,000.00);
- Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00);



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- Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00); and
- Errors and Omissions insurance for an amount of not less than one million dollars (\$1,000,000.00).

8.31 WORKER'S COMPENSATION BOARD STATEMENT

The Vendor shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta, amendments thereto, or any successor legislation; and shall upon notice by the Town, provide evidence satisfactory to the Town of said compliance with the Act within two (2) business days of request by the Town.

8.32 GOVERNING LAW

Any Contract resulting from the RFP is governed and interpreted in accordance with the laws of the Province of Alberta.

8.33 JURISDICTION

The parties agree that the laws of Alberta shall govern the RFP and the Contract, and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

8.34 CONFIDENTIALITY AND ALBERTA FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents submitted to the Town are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act** ("FOIP Act"). While this FOIP Act allows persons a right to access to records in the Town's custody or control, it also prohibits the Town from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy in accordance with sections 15 and 16 of the FOIP Act. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in the RFP is to enable the Town to ensure the accuracy and reliability of the proposal, and to evaluate the Proposals in response to the RFP. This information is required by the Town to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to the Town under the RFP that the privacy of the personal information as well as its possible disclosure by the Town to third parties, upon request, will be governed by the **FOIP Act**.



8.35 DISCLOSURE OF PROPOSAL CONTENTS

In the event that the Town chooses to have a public opening, the Town will only disclose the Proponent's name and the total proposal price, with or without GST as requested in the RFP.

After all Proposals have been opened, the Town may, at its discretion, release to the public a summary of Proponents and the total Proposal price submitted by each Proponent.

At no time will the Town disclose the details of any Proposal submitted unless required under the FOIP Act as outlined in Section 9.35 above.

Evaluation Criteria

Each RFP will be evaluated solely on its content according to the following:

- Proposals will be evaluated in Two stages. The first stage will consist of a review of all proposals to ensure that each proposal was received on time and that they are signed off. Proposals not considered to be compliant will be rejected at this stage.
- The second stage will consist of an evaluation of the written proposals, with criteria points being distributed within the following rating matrix:

Evaluation Criteria	Evaluation Weighting (1 – 30)
Methodology Understanding of the required work.	30 Points
Technical Skills Experience and qualifications of Team members assigned to Administration, Design, Survey, Geotechnical.	25 Points
Management / Organization Organization chart, scheduling, managers / Team Leads	10 Points
Relevant Experience Rehabilitation and construction of residential roadways, sidewalks and paths. (concrete & asphalt)	25 Points
Key Personal Location of key personal	10 Points
Score of Percentage	100 Points

The above criteria known as the Technical portion will be 60% of the weighted total and the Fees for Service is 40% for a total of 100%

See Appendix C for Evaluation questions.



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Email Submission Form 1

The following will be the steps you are required to take if you decide to email your proposal instead of mailing it to ensure the Town receives your proposal:

Your submission needs to be **prominently marked with “RFP 01-2024 Engineering Consulting Services”** in the email subject line. **Prior to 14:00 p.m. M.S.T. by October 30, 2024.**

Proponents will receive a confirmation email from the Town of Sexsmith that their Proposal has been received. If you do not receive this email you will need to follow up with the Town to ensure your submission went through.

Submission Acknowledgement

The Town of Sexsmith will only accept electronic proposal submissions submitted via email to the following address: admin@sexsmith.ca

Your submission will be accepted no later than 14:00 p.m. M.S.T. by October 30, 2024.

Proponents are cautioned that the Bid closing time is based on when the Bid is RECEIVED by the Town, and NOT when a bid is submitted by the Proponent, it is the sole responsibility of the Proponent to be mindful of the length of time for the Bid to be transmitted due to file transfer size, transmission speed, etc., and the Town shall not be responsible for any delivery issues whether or not caused by the Town server.

Signature of Proponent Representative

Date



Appendix A - Submission Form
Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Company	
Street Address:	
City, Province / State:	
Postal Code:	
Phone Number of Company:	
Email Address of Company:	
Company Website:	
RFP Contact Person:	
RFP Contact email:	
RFP Contact Phone Number:	

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 Town of Sexsmith and the selected proponent have executed a written contract.

Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of Deliverables required under the RFP under section 7.4 Proposal Content.

Right of Rejections or Acceptance of Proposal

The Town reserves the right, in the Town's sole and unfettered discretion, to:
 Accept any proposal submitted prior to the RFP closing time, as specified in the RFP;
 Accept the withdrawal of such proposal as permitted by the RFP.
 Reject any proposal, at any time without further explanation.
 Disqualify or reject any proposals which contain qualifying conditions or otherwise fail to conform to these proposal documents.



Indemnity

The Proponent shall hold harmless the Town, their employees, and agents from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Proponent, his employees, agents or sub-contractors, in the performance of the Work. The obligation of the Proponent under this General Specification shall apply only to the extent that such claims, demands, actions and costs do not arise out of a negligent act or omission of the Town, the Proponent, their agents, or employees. Such Hold Harmless shall survive the Contract.

Conflict of Interest

The Proponent is required to disclose to the Town any potential conflict of interest prior to commencing the Work.

If a conflict of interest does exist as referred to above, the Town may, at its discretion, withhold the Work from the Proponent until the matter is resolved to the satisfaction of the Town.

If, during the Contract, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent shall so inform the Town and if a significant conflict of interest is deemed to exist by the Town, then the Proponent shall:

Refuse the new assignment, OR;

Take such steps as are necessary to remove the conflict of interest.

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 Town of Sexsmith Selection Committee retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Proponent Representative

Signature of Witness

Name and Title of Representative

Name of Witness

Date



Appendix B - Insurance Requirements

Insurance Certificate

The Vendor shall, at the Vendor's own expense, provide the Town, with the following applicable Certificate of Insurance, with an insurer license in Alberta, prior to the commencement of any Contract resulting from the RFP:

- Comprehensive general liability for an amount of no less than five million dollars (\$5,000,000.00);
- Standard automobile insurance for all vehicles owned, licensed, or leased by the Vendor for an amount of not less than five million dollars (\$5,000,000.00);
- Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00);
- Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00); and
- Errors and Omissions insurance for an amount of not less than one million dollars (\$1,000,000.00).

Workers Compensation Board Requirements

Before commencing or performing Services, the vendor shall obtain and provide to the Town a letter confirming that they have an active account that is in good standing with Workers' Compensation Board of Alberta. The Vendor shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta.

Health and Safety

The Consultant will be provided with a package from the Town of Sexsmith Health and Safety Committee. This will be part of the mandatory paperwork which will be completed at the time of signing the contract.

By signing below, you agree that you have Insurance coverage and are in good standing with Workers Compensation Board. If your proposal is accepted, you must provide the above requirements prior to starting any work.

Signature of Proponent Representative

Signature of Witness

Name and Title of Representative

Name of Witness

Date



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Appendix C – Evaluation Criteria

Technical Portion (60%) Weight	Max	Evaluation	
		Comments	Rating
Methodology (30)			
<i>Understanding of the required work</i>			
-Provision of contract cost estimates	2		
-Pre-Design Work	2		
-Obtaining regulatory approvals	2		
-Preparation of detailed design drawings to Town of Sexsmith Standards	2		
- Geotechnical evaluations and surveys	2		
- Public tender preparation & advertising	2		
- Receipt & review of tenders for evaluation & recommendation	2		
-Meeting schedules	1		
-Engineering services during construction	3		
-Materials testing & quality control	2		
-Progress reporting	1		
-Payments certificates preparation	1		
- Inspections including final inspections	2		
-Confirmation of final deficiency repairs	1		
-Warranty period monitoring	1		
-General post construction services	1		
-All issues in RFP addressed	1		
<i>Level of Innovation</i>			
-In analysis, design, or other areas within the scope of work	2		
Technical Skills (25)			
<i>Experience and qualification of Team members assigned to the following</i>			
Administration	7		
Design	8		
Survey	5		
Geotechnical	5		
Management/Organization (10)			
Organizational chart	1		
Project scheduling control	3		
Project Manager	3		
Team Leaders	3		
Relevant Experience (25)			
-Rehabilitation & construction of residential roadways, sidewalks & paths. (concrete & asphalt)	5		
-Design of drainage structures	5		
-Past performance	5		
-Local municipal experience	10		
Location (of Key Personnel) (10)	10		
Total Technical Score	100		
Fees for Service Portion (40%) Weight			
Fees by percentage of the value of work	80		
Hourly rates outside of scope	20		
Total Fees for Service Score	100		
Technical Portion (60%) Weight		Fees for Service Portion (40%) Weight	



RFP 01-2024
Engineering Consulting Services

$\text{total technical points}/100 \times 60 = \text{total technical score}$	$\text{total points for fees for service}/100 \times 40 = \text{Total fees for service score}$
$/100 \times 60 =$	$/100 \times 40 =$
$\text{total technical score} + \text{total fees for service score} = \text{total final score}$	
Tender Final Score	