



Request for Proposal (RFP)

FOR Canmore Larch FireSmart FuelMod Project

SUMMARY:

The Town of Canmore is requesting proposals from qualified proponents to complete approximately 24.39 hectares of FireSmart fuel modification within and adjacent to developed areas.

REFERENCE NUMBER:	PRO-23-FS1
CLOSING DATE:	December 20, 2023
CLOSING TIME:	14:00:00 Mountain Time Zone
DATE ISSUED:	December 5, 2023
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY

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1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

- 1.1.1 Proponents shall submit their proposal to the Town of Canmore by email to the attention of Lance Bushie, Fire Chief at lance.bushie@canmore.ca.
Closing Date and Time: Proposals must be received not later than 14:00:00 hours Mountain Time Zone (Canmore local time) on December 20, 2023.
- 1.1.2 Electronic RFP responses are to be in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.
- 1.1.3 RFP Contact Person:
For clarification or additional information, Proponents shall **only** contact the person listed below.
- Lance Bushie, Fire Chief
Email – lance.bushie@canmore.ca
- See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.
- 1.1.4 The Town of Canmore may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this RFP.
- 1.1.5 Responses must be in English.
- 1.1.6 Pricing submissions shall be stated in Canadian dollars with Goods and Services Tax (GST) extra.
- 1.1.7 Each Proponent is solely responsible for ensuring that its response is received at the specified address (physical address or email address) by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.
- 1.1.8 This Request for Proposals is not a tender and the Town of Canmore does not intend for the laws of competitive bidding to apply.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The Town of Canmore is issuing this Request for Proposal (RFP) to select a qualified FireSmart fuel modification contractor for provision of FireSmart fuel modification services for the Canmore Larch FireSmart FuelMod Project.

The Town of Canmore reserves the right to modify the terms or cancel the RFP process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFP

2.2.1 By submitting a response to this RFP, each Proponent accepts its terms and conditions. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Town of Canmore under this RFP.

2.2.2 Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a "Conflicted Person"): (i) any employee of the Town of Canmore; (ii) any member of the Town of Canmore Town Council (councillor); (iii) any board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm's length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent's response.

2.2.3 This RFP and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFP and any contracts entered into as a result hereof.

2.2.4 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

2.2.5 All documents submitted by Proponents in response to this RFP are to remain the property of the Town of Canmore.

2.2.6 Proposals shall be irrevocable for sixty (60) days following the closing of the RFP and the proposals shall be retained by the Town of Canmore.

2.2.7 Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 5.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal.

Proponents who are sole proprietorships or partners shall sign their RFP response in such a way as to irrevocably bind the Proponent in an authorized manner.

2.3 NO COMMITMENT

- 2.3.1 No commitment on the part of the Town of Canmore shall exist under this RFP unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

- 2.4.1 The Town of Canmore will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Proponent's participation in this RFP process or the Town of Canmore's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of Canmore of a duty of fairness or relating to a failure by the Town of Canmore to comply with the terms set forth in this RFP.

2.5 ACCEPTANCE OR REJECTION

- 2.5.1 The Town of Canmore reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Town of Canmore may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFP.

Further, a response may be rejected on the basis of the Town of Canmore's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Town of Canmore is to obtain the most suitable responses to the Project and to further the interests of the Town of Canmore and what it wishes to accomplish in carrying out the Project. Therefore, the Town of Canmore has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFP.

In addition to any rights identified elsewhere in this RFP, the Town of Canmore reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFP at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFP process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFP.

The Town of Canmore is the sole and final judge with respect to the selection of any Successful Proponent as a result of this RFP process.

All Proponents submitting a response to this RFP will be advised of the results of the RFP process by email or regular mail. Please allow at least six weeks for responses to be evaluated by the Town of Canmore.

2.6 QUESTIONS AND CLARIFICATIONS

- 2.6.1** Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2** Dependent upon their nature, comments or answers will be returned via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3** Amendments to this RFP will be valid and effective only if confirmed by written addenda. Addenda may be issued during the proposal response period. All addenda become part of the agreement and receipt must be confirmed in the Proponents proposal submission.
- 2.6.4** Any addenda documents will be issued by the same method that this RFP was issued.
- 2.6.5** It is the Proponent's responsibility to clarify the interpretation of any item of this RFP a minimum of 72 hours prior to the stated closing date and time by contacting the Town of Canmore's designate (as above).

2.7 DISCREPANCIES IN NUMBERS

- 2.7.1** In the event of a numerical discrepancy or error in a Proposal, the written number will prevail.
- 2.7.2** In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.8.1** All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by the Town of Canmore or a third party as a representative of the Town of Canmore (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFP process, other than that which is common knowledge or within the public domain, is the confidential property of the Town of Canmore and must not be disclosed by the Proponent, except to duly authorized representatives of the Town of Canmore. Such confidential information or property is not to be employed other than in connection with responding to this RFP unless otherwise duly authorized by the Town of Canmore in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFP process until the Town of Canmore reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.

- 2.8.2** The applicant acknowledges that any information or documents provided by it to the Town of Canmore may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3** The Town of Canmore acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town of Canmore agrees that portions of responses to this RFP which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town of Canmore is bound by the *Freedom of Information and Protection of Privacy Act (Alberta)*, as amended from time to time, and all documents submitted to the Town of Canmore will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to the Town of Canmore as confidential and specify what harm could reasonably be expected from its disclosure; however, the Town of Canmore may not be able to ensure that such parts will not be protected from access.
- 2.8.4** Proponents are advised that the Town of Canmore will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFP process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to the Town of Canmore with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFP response. Also, such individuals are agreeing to the use of such information as part of the RFP evaluation process, for any audit of the procurement process and for contract management and performance purposes.
- 2.8.5** Vendors or suppliers having access to or custody of the Town of Canmore records shall be required to comply with the provisions of the *Freedom of Information and Protection of Privacy Act*.

2.9 COST OF PREPARATION

- 2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFP shall be borne solely by the Proponent.
- 2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town of Canmore will not pay for the time required or travel expenses incurred to participate in the interview.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1** All responses submitted to the Town of Canmore become the property of the Town of Canmore and shall not be returned. They will be received and held in confidence by the Town of Canmore, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Unsuccessful Proponent submissions will be kept as record for the procurement process until two years after the date of decision for the RFP award.

2.11 CLARIFICATION FROM PROPONENTS

- 2.11.1** The Town of Canmore reserves the right to seek from any/all Proponents any further

clarification it may require on responses submitted pursuant to this RFP.

2.12 PROPONENT PERFORMANCE

2.12.1 The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Proponent and the Town of Canmore. The Town of Canmore may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town of Canmore reserves the right to remove from the roster any selected Proponent who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Town of Canmore, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in the Town of Canmore's best interests.

2.13 LENGTH OF AGREEMENT

- 2.13.1** The project completion deadline is April 30, 2024. All tree felling must be completed no later than April 14, 2024.
- 2.13.2** The Town reserves the right to extend this term to complete any in-progress projects.
- 2.13.3** Additional award periods will be based on mutual agreement between The Town and the Successful Proponent. However, The Town reserves the right to negotiate various changes to the Agreement to reflect current conditions at the time of renewal.

2.14 FORM OF CONTRACT

2.14.1 The Town of Canmore will be issuing a Letter of Award to the Successful Proponent to deliver the work described within this Request for Proposal.

2.15 PROFESSIONAL SERVICES TERMS AND CONDITIONS

- 2.15.1** Agreements consist of any number of the following documents including all amendments incorporated in the documents before their execution and subsequent amendments made pursuant to the provisions of the Agreements:
- Request for Proposal
 - Addenda
 - Letter to Successful Proponent
 - Statement of Scope
 - Technical & Fee Proposal
 - Letter of Award
- 2.15.2** Any inconsistent or conflicting provisions contained within the documents forming the Agreement shall be resolved in the following order:
- Letter of Award
 - Statement of Scope
 - Technical & Fee Proposal
 - Addenda
 - Request for Proposal

2.16 STAFF CHANGES

2.16.1 Staff changes by the successful Proponents will require written approval from The Town prior to any such change, which approval The Town may withhold in its sole discretion. The qualifications and experience of the proposed staff change must be equivalent to or better than the staff proposed in the proposal received. The Town reserves the right, in addition, and without prejudice to any other right or remedy, to immediately terminate the Agreement as a result of the failure by the Successful Proponent to provide the staff proposed.

2.17 NON-ASSIGNMENT

2.17.1 Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Proponent without the prior written consent of the Town of Canmore. Such written consent however shall not under any circumstances relieve the Successful Proponent of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Town of Canmore.

2.18 DEPOSITS

2.18.1 The Town of Canmore will not consider the payment of a deposit to the Successful Proponent for the scope of work in this RFP.

2.19 TERMS OF PAYMENT

2.19.1 Invoices will be paid within 28 days from the approval date of the invoice.

2.20 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS

2.20.1 Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this RFP:

- (a) The Successful Proponent shall carry at all times during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations, product liability, and forest fire fighting expense, and such other types of insurance as would be carried by a prudent person performing such contract work and as the Town of Canmore may from time to time require.
- (b) The Successful Proponent shall carry at all times during the performance of the work Automobile Liability Insurance for owned and non-owned automobiles with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.
- (c) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to the Town of Canmore prior to the

commencement of the work.

2.20.2 Responsibilities of Successful Proponent

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Town of Canmore with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Town of Canmore.
- (b) The Successful Proponent or their insurer will notify the Town of Canmore at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to the Town of Canmore.
- (c) The Successful Proponent shall provide a certificate of such insurance to the Town of Canmore within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

2.21 INDEMNIFICATION

- 2.21.1** The Successful Proponent agrees to indemnify and save harmless the Town of Canmore, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of the Town of Canmore's gross negligence.
- 2.21.2** At no time will the Town of Canmore be responsible for any injury sustained by the Successful Proponent, their employees or any person on the Town of Canmore's premises, nor will the Town of Canmore be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Town of Canmore's premises or site.
- 2.21.3** The Town of Canmore shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this RFP or subsequent contract.

2.22 CANADIAN FREE TRADE AGREEMENT

- 2.22.1** As per the requirements of the Canadian Free Trade Agreement (2017), this RFP and corresponding purchases are subject to *Chapter Five – Government Procurement of the Agreement*.

2.23 DEBRIEFING

- 2.23.1** The Town of Canmore will offer a debrief to unsuccessful Proponents on request.

END OF SECTION 2.0

3.0 PROJECT OVERVIEW AND SCOPE

3.1 RFP DEFINITIONS

Owner	the Town of Canmore
Project	Canmore Larch FireSmart FuelMod Project
Proponent	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFP.
Proposal	a submission to the Town of Canmore in response to this RFP.
Successful Proponent	a firm, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's Proposal.
Service Provider	the Successful Proponent to whom the Town of Canmore issues a Letter of Award for the completion of approximately 24.39 hectares of FireSmart fuel modification within and adjacent to developed areas.

3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED

- 3.2.1** The Town of Canmore is requesting proposals from qualified proponents to complete approximately 24.39 hectares of FireSmart fuel modification within and adjacent to developed areas.

3.3 PROJECT SITE

- 3.3.1** Town of Canmore

3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

- 3.4.1** GENERAL SCOPE OF WORK
Complete approximately 24.39 hectares of FireSmart fuel modification.
- 3.4.2** DUTIES, RESPONSIBILITIES AND DELIVERABLES OF SERVICE PROVIDER
Complete approximately 24.39 hectares of FireSmart fuel modification within and adjacent to developed areas as per the Project Specifications and Canmore Larch FireSmart Fuel Modification Prescription in Section 7.0 Appendix B of this RFP.
- 3.4.3** OPTIONS OR EXTENSIONS
Refer to Section 7.0 Appendix B.
- 3.4.4** SERVICES NOT INCLUDED
Not applicable.

3.5 ANTICIPATED PROJECT SCHEDULE

- 3.5.1** Project Startup – Winter 2023/24
Tree Cutting Completed – April 14, 2024
Project Completed – April 30, 2024

END OF SECTION 3.0

4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

4.1 FORMAT AND OUTLINE OF RESPONSES

Electronic RFP responses are to be on 8.5" x 11" size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.

Responses to each section shall be marked with the corresponding letter and number (e.g. A1, A2, etc.).

4.2 PROPOSAL SUBMISSION REQUIREMENTS

Proponents are requested to submit a proposal containing the following:

A. Mandatory Requirements:

- A1 Signed signature and waiver sheet.
- A2 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.20.

B. Experience with Similar FireSmart Projects:

- B1 Provide details for a minimum of five (5) similar FireSmart fuel modification projects including dates, location, size (Ha), type of fuel modification, resources used, and reference contact information.
- B2 Provide details on qualifications/experience and proposed methods to remove large dead and live standing trees in close proximity to homes.

C. Project Plan:

- C1 Proposed Start Date
- C2 Proposed Onsite Resources List
 - Crew size
 - Tools to be used onsite
 - Equipment to be used onsite
 - Fire control and suppression equipment to be onsite
- C3 Proposed Work Plan Description
 - Thinning and pruning methods
 - Shepherdia removal method
 - Debris piling and disposal methods including burn pile monitoring and smoke management
 - Quality control inspection process
- C4 Safety and Environment
 - COR/SECOR or equivalent certification (do NOT submit entire Plan)
 - Methods to ensure public safety
 - Methods to ensure limited impact to wildlife (this includes, but is not limited to ungulates and birds)
 - Approach to weather monitoring and subsequent action taken to limit the amount of smoke that will settle in the valley and impact the community
 - Signage to be used
- C5 Other – any other information you feel is important to your proposal

D. Price Proposal: use Appendix A – Proposed Fixed Price Form

4.3 EVALUATION PROCESS

4.3.1 Selection of the Successful Proponent pursuant to this RFP will be made on the basis of the Proponent’s written response and other factors germane to the Town of Canmore. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
A. Mandatory Requirements	Pass / Fail
B. Experience with Similar FireSmart Projects	15%
C. Project Plan	60%
D. Price Proposal	25%

4.3.2 A submission will first be reviewed for compliance with the mandatory requirements of this RFP as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

4.4 PROPONENT SHORTLIST

4.4.1 The Town of Canmore reserves the right to shortlist any number of Proponents.

4.4.2 Proponents are not guaranteed any paid assignment as a result of being shortlisted via this RFP. Shortlisted Proponents may be required to undergo an interview prior to final selection of the Successful Proponent.

4.5 CONFIDENTIALITY OF EVALUATION

4.5.1 Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

4.5.2 As required by the Canadian Free Trade Agreement, the name of the Successful Proponent and the value of the award will be posted on the Alberta Purchasing Connection.

4.6 RFP SCHEDULE

The following schedule has been established for this RFP:

- RFP issued on Town of Canmore website/Alberta Purchasing Connection December 5, 2023
- Last day to submit questions to Town of Canmore designate December 13, 2023
- Last day for Town of Canmore to issue final addendum December 15, 2023
- RFP closing date December 20, 2023

END OF SECTION 4.0

5.0 SIGNATURE AND WAIVER SHEET

1. The Proponent hereby acknowledges that prior to submitting a Proposal for this project, the Proponent has obtained from The Town and thoroughly reviewed in order to be familiar with and certain as to all of the terms and conditions set out in the Request for Proposal documents and all amendments thereto which are incorporated by reference into the above-cited Proposal as follows:
 - a) Affidavit Verifying Corporate Signing Authority (if a corporation); and
 - b) Affidavit of Execution Individual or Sole Proprietorship (if not a corporation).

The referenced documents may be viewed at The Town's website (<https://canmore.ca/business/find-a-form>).

- a) The Proponent acknowledges the documents incorporated by reference as indicated in paragraph 1 above.
 - b) The Proponent further acknowledges that unless otherwise agreed by both parties and confirmed in writing it is subject to and bound by each provision included in each document incorporated by reference to the same extent that it would be if each such provision were set out and included with the hard copy of the Contract Documents.
 - c) The Proponent further acknowledges and confirms that either:
 - i. It has read and understood each provision included in each document incorporated by reference; or
 - ii. By signing this Signature and Waiver Sheet it waives any and all rights to claim or argue that it was not aware of any provision of any document incorporated by reference.
2. The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
 3. The Proponent hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Proposal ("RFP") which include those contained in the Instructions for Responding to this Request for Proposals, General Conditions of Response, all documents included by reference as set out in Paragraph 1, all drawings and specifications as may be listed in the Table of Contents and included in the Appendices (together the "Terms and Conditions").
 4. By signing this sheet, I confirm I have the full authority to represent the Proponent in all matters relating to the Proposal, and I confirm that the Proponent agrees to be bound by all the Terms and Conditions.

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Note: A seal is a preferred element of the signing of a submission. However, if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, as well as to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Affidavits of authority and execution will normally constitute reasonable confirming documentation. Forms for each of these affidavits can be found at (<http://canmore.ca/business/find-a-form>). Without limiting the preceding paragraph but for further clarity, if the corporation or other legal entity does not have a seal or if it is not available:

- For a corporation or other business association, the printed name and position of the person or persons signing together with an affidavit of execution and an affidavit of authority should be completed and submitted,
- For an individual or sole proprietorship, the printed name and position of the person signing together with an affidavit of execution should be completed and submitted.



Supply Management Terms and Conditions

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
PROVINCE OF _____) of the _____, in the Province of
TO WIT: _____, MAKE OATH AND SAY THAT:

1. I am the _____ (title) for _____ (company) named in the attached Agreement.
2. I am authorized on behalf of _____ (company) to bind _____ (company) to the terms of this Agreement by affixing my signature thereto.

SWORN BEFORE ME at _____)
_____ in the Province)
of _____, this _____ day) _____
of _____, 20__)

A Commissioner for Oaths in and for
the Province of _____



Supply Management Terms and Conditions

AFFIDAVIT OF EXECUTION INDIVIDUAL OR SOLE PROPRIETORSHIP

CANADA _____) I, _____ (WITNESS - PRINT NAME)
PROVINCE OF _____) of _____, in the Province of
TO WIT: _____, MAKE OATH AND SAY THAT:

1. I was personally present and did see _____ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at _____, in the Province of _____, and that I am the subscribing witness thereto.
3. I know the said party and _____ is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____)
_____ in the Province)
of _____, this _____ day) _____
of _____, 20__) (WITNESS - SIGNATURE)

A Commissioner for Oaths in and for
the Province of _____

6.0 APPENDIX A – PROPOSED FIXED PRICE FORM

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

I/we have carefully examined all documents prepared for this contract; and hereby offer to furnish all labour, materials, and services for the proper execution and completion of the entire scope of work for the **Canmore Larch FireSmart FuelMod Project** including all addenda thereto which are acknowledged hereinafter for the above project for the fixed price indicated as follows:

Total proposed fixed price **excluding GST**:

Priority	Fixed Price as per Appendix B
A1	
A2	
B1	
B2	
B3	

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)

7.0 APPENDIX B – REFERENCE DOCUMENTS

Project Specifications

Canmore Larch FireSmart Fuel Modification Prescription

Project Specifications

The Town of Canmore is requesting proposals from qualified proponents to complete FireSmart fuel reduction based on the following Project Specifications:

- Units are a mixture of second-pass and first-pass.
- Units will be allocated to the Service Provider, based on project funds available, in the following order:
 - Unit A1
 - Unit A2
 - Unit B1
 - Unit B2
 - Unit B3
- Priority of Unit completion within each Unit will be discussed with the Service Provider prior to entering into an Agreement.
- Unit boundaries will be flagged with orange flagging tape or are bordered by identifiable features such as roads, trails, openings, etc. Unit boundaries adjacent to private lands will be surveyed prior to project commencement. Avenza map of the entire project is included with this RFP posting – detailed Avenza maps will be provided at project startup.
- Service Provider must provide an onsite supervisor at all times during operations.
- Access for chipper and chip truck will be provided on Town trails where available.
- Operations along Town trails must allow for passage of recreational users – Service Provider is responsible for provision of all necessary signage and traffic control measures.
- Operations must not interfere with wildlife, if wildlife (specifically ungulates or larger carnivores) are present in the area, work must pause until the wildlife have passed.
- Wildlife/bird sweep should be conducted prior to any tree removal or land disturbance. For more information, please refer to the Alberta Wildlife Sweep protocols available at this link:
<https://open.alberta.ca/dataset/d15221f2-f6d8-4671-8b49-d8ff6eab2b6/resource/6968392a-9e05-4bd8-bd76-ea107ba86c1c/download/aep-wildlife-sweep-protocols-sensitive-species-inventory-guidelines-2020.pdf>
- Weather condition should be monitored and considered prior to burning to limit the amount of smoke that settles in the Valley. Considerations should be given to other burning activities in the Valley to limit the compounding effect of several burning operations (e.g. pine beetle burning, Provincial pine beetle and firesmarting)
- Debris pile burning must be completed prior to snowmelt.
- Service Provider is responsible for provision of all necessary signage related to workplace operations and smoke.
- Post snow-melt return may be required to ensure all debris has been removed to meet prescription standards.
- Service Provider may invoice upon completion to prescription standards of the following areas:
 - Unit A1
 - Unit A2

- Unit B1
- Unit B2
- Unit B3

Definitions:

Overstory (OS)	>19cm DBH
Advanced-Growth Understory (AGUS)	<=19cm DBH and >3m height
Regeneration (Regen)	<19cm DBH and <=3m height
Diameter at Breast Height (DBH)	Measured at 1.3m from ground-level

2023 Canmore Larch FireSmart Fuel Modification Prescription

Block Summary Table:

Priority	Approximate Area (Ha)	DBH (cm)	Debris Disposal Method	Special Operating Conditions
A1	13.04	<=19	Pile/Burn and Chip/Remove	<ul style="list-style-type: none"> ▪ Small LGP equipment permitted ▪ Retain Spruce regen stems <=2m height unless in dense patches ▪ No Shepherdia removal ▪ Chip/Remove all debris within 25m of Riverside Trail ▪ Pile/Burn permitted >25m from Riverside Trail
A2	2.05	<=19	Chip/Remove	<ul style="list-style-type: none"> ▪ Hand-crews and ATV's only
B1	2.82	<=19	Chip/Remove	<ul style="list-style-type: none"> ▪ Hand-crews & ATV's only
B2	2.22	<=19	Chip/Remove	<ul style="list-style-type: none"> ▪ Small LGP equipment permitted
B3	4.26	<=19	Pile/Burn and/or Chip/Remove	<ul style="list-style-type: none"> ▪ Small LGP equipment permitted

Retain:

- All planted/landscaped coniferous and deciduous trees and shrubs
- All green Deciduous stems unless damaged or unhealthy
- All flagged trees identifying Unit boundaries
- All existing resident firewood and debris piles within block perimeters

Remove/Thin:

- **Thin green Coniferous stems <= the specified DBH** in the Block Summary Table to 3m crown-spacing from other coniferous stems. **Select stems for removal** based on the following priorities:
 - Thin advanced-growth understory (>3m height) before regeneration (<=3m height)
- **Thin green Coniferous regeneration patches** to 2m crown-spacing from other coniferous regeneration stems
- **Remove all dead standing trees** unless showing signs of significant cavity nesting activity
- **Remove all leaning and dead & down trees and bolts** - logs in an advanced state of decay and not contributing to wildfire fuel load may be left for ecological purposes
- **Prune live and dead limbs on all residual coniferous trees greater than 6m in height** to 2m above ground level at the lowest point of the branch - trees less than 6m in height to be pruned to a maximum of 30% of live crown removal
- **Flush-cut all new and existing stumps** to ground level (<10cm height)
- **Remove all Shepherdia** (Buffalo-berry) and dead deciduous (willow, alder, etc.) shrubs

Debris Disposal:

- **All debris** created from fuel modification operations and existing surface debris and piles to be disposed of - Contractor may need to return after snow-melt to dispose of debris hidden by snow-cover. Debris to be disposed of as per the method(s) in the Block Summary Table
- Sound logs >= 25cm diameter may be bucked into firewood a maximum of 45cm in length and piled at roadside for resident removal where operationally feasible - Service Provider is responsible for disposal of any firewood not removed by residents within 5 days of piling
- All debris from fuel modification operations to be removed from trails daily to pre-treatment conditions

Chip/Remove:

- Chipper and truck access is limited to roadways and approved trails
- Chips must be removed to an approved location
- All debris from chipping operations to be swept and removed daily

Pile/Burn:

- Debris piles may be burned onsite during favourable conditions with snow on the ground
- Town of Canmore is the fire authority and reserve the right to set any burning conditions they feel are appropriate and to discontinue burning at any time due to hazardous or poor smoke venting conditions - Service Provider is responsible for:
 - Obtaining a Fire Permit from Town of Canmore Fire/Rescue and following all conditions on the permit
 - Provision of adequate fire equipment as necessary
 - Piles must be tended at all times while burning
 - Complete extinguishment of piles daily prior to leaving site - This condition may be reduced if snow and weather conditions permit
 - **Thermal-image scanning** of all burn piles prior to abandonment
- Burn piles to be located to minimize scorch damage to residual trees - trees scorched by burn piles that will not survive must be removed and disposed of
- No burn piles allowed within 20m of structures or 3 metres of trails without prior approval
- Exposed mineral soil and all burn pile scars will be raked, seeded with native species (provided by the Town of Canmore), and re-raked to mix seed with soil or covered by raking nearby native and uncontaminated forest floor materials over the disturbed area

Public Safety & Environment:

- Contractor must post adequate signage and use lookouts when required to ensure that public are not at risk to workplace operations
- No mechanical equipment allowed within 2.5 metres of ephemeral draws

Prescription Map

