



Request for Standing Offer (RFSO)

FOR

Hazardous Tree Removal

SUMMARY: The Town of Canmore (The Town) is issuing a Request for Standing Offer (RFSO) with the aim of establishing a list of three to four (3-4) tree removal contractors for ongoing work.	
REFERENCE NUMBER:	GL 1 580 0000 3151/CAP 7361
CLOSING DATE:	APRIL 8, 2024
CLOSING TIME:	10:00:00 Mountain Time Zone
DATE ISSUED:	MARCH 14, 2024
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY

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1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR STANDING OFFER

Responses should be delivered to:

Town of Canmore
Amy.Bernard@canmore.ca
Attention: Amy Bernard, Facilities Project Coordinator

Responses to be submitted in a sealed package clearly labeled with the RFSO name and the Contact Person's name.

Closing Date and Time: Standing Offer proposals must be received not later than **10:00:00 hours Mountain Time Zone** (Canmore local time) on **Monday, April 8, 2024**.

Proponents shall **submit one (1) electronic copy via email** to The Town at the email address noted in Item 0 above. Electronic RFP responses are to be in PDF (.pdf) format.

For clarification or additional information, Proponents shall **only** submit queries in writing to:

Email – Parks@canmore.ca
Reference – Hazardous Tree Removal

See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.

The Town may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 5.0 of this RFSO.

Responses must be in English.

Pricing submissions shall be stated in Canadian dollars exclusive of Goods and Services Tax (GST).

Each Proponent is solely responsible for ensuring that its response is received at the specified 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.

This Request for Standing Offer is not a tender and The Town does not intend for the laws of competitive bidding to apply.

END OF SECTION 1.0

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2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR STANDING OFFER (RFSO)

The Town of Canmore (The Town) is issuing this Request for Standing Offer (RFSO) to select firms to offer tree removal services on an ongoing basis. The Town reserves the right to modify the terms or cancel the RFSO process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFSO

By submitting a response, each Proponent accepts the terms and conditions of the RFSO. 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 under this RFSO.

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; (ii) any member of The Town’s Council (councillor); (iii) any Town of Canmore 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 RFSO.

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

This RFSO 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 RFSO and any contracts entered into as a result hereof.

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

Proposals shall be irrevocable for ninety (90) days following the closing of the Standing Offer.

Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 6.0. 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 proposal in such a way as to irrevocably bind the Proponent in an authorized manner.

2.3 NO COMMITMENT

The Town reserves the right to cancel or amend the Request for Standing Offer at any time.

2.4 LIMITATION OF LIABILITY

The Town 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 RFSO, the

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Proponent's participation in this RFSO process or The Town's acts or omissions in connection with the conduct of this RFSO 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 a duty of fairness or relating to a failure by The Town to comply with the terms set forth in this RFSO.

2.5 ACCEPTANCE OR REJECTION

The Town reserves the right to reject any or all responses. Without limiting the generality of the foregoing, The Town 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 RFSO.

Further, a response may be rejected on the basis of The Town'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 is to obtain the most suitable responses to the RFSO and to further the interests of The Town and what it wishes to accomplish in carrying out facility maintenance work. Therefore, The Town 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 RFSO.

In addition to any rights identified elsewhere in this RFSO, The Town reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFSO 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 Contractors;
- f) cancel the RFSO 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 RFSO.

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

2.6 QUESTIONS AND CLARIFICATIONS

Procedural or technical questions shall be submitted via email and should include references to a specific section and item number.

Dependent upon their nature, responses will be provided via email or through an addendum should the information be applicable to all Proponents.

Amendments to this RFSO will be valid and effective only if confirmed by written addenda. Addenda may be issued during the RFSO response period. All addenda become part of the agreement.

Any addenda documents will be issued by the same method that this RFSO was issued.

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It is the Proponent's responsibility to clarify the interpretation of any item of this RFSO a minimum of 72 hours prior to the stated closing date and time by contacting The Town's designate (as above).

2.7 DISCREPANCIES IN NUMBERS

In the event of a numerical discrepancy or error in a RFSO proposal, the written number will prevail.

In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by The Town or a third party as a representative of The Town (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 RFSO process, other than that which is common knowledge or within the public domain, is the confidential property of The Town and must not be disclosed by the Proponent, except to duly authorized representatives of The Town. Such confidential information or property is not to be employed other than in connection with responding to this RFSO unless otherwise duly authorized by The Town in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFSO process until The Town 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.

Proponents acknowledge that any information or documents provided by it to The Town 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.

The Town 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 agrees that portions of responses to this RFSO which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town 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 will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to The Town as confidential and specify what harm could reasonably be expected from its disclosure; however, The Town may not be able to ensure that such parts will not be protected from access.

Proponents are advised that The Town 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 RFSO 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 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 RFSO response. Also, such individuals are agreeing to the use of such information as part of the RFSO evaluation process, for any audit of the procurement process and for contract management and performance purposes.

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Vendors or suppliers having access to or custody of The Town records shall be required to comply with the provisions of the *Freedom of Information and Protection of Privacy Act*.

2.9 COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of its response to this RFSO or submission of a Call-up Proposal in response to a call-up, shall be borne solely by the Proponent.

Shortlisted candidates may be invited to participate in an interview. The Town will not pay for the time required or travel expenses incurred to participate in the interview.

2.10 OWNERSHIP OF SUBMISSIONS

All responses submitted to The Town become the property of The Town and shall not be returned. They will be received and held in confidence by The Town, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

2.11 CLARIFICATION FROM PROPONENTS

The Town reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFSO.

2.12 PROPONENT PERFORMANCE

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. The Town 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 reserves the right to remove from the roster any selected Proponent who has been qualified by this RFSO process by way of written notice if, in the sole discretion of The Town, 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's best interests.

2.13 FORM OF CONTRACT

The Town intends to select up to three (3) firms per scope of work for inclusion on the Standing Offer List. The successful firms will be required to enter into a contract in the format of the CCDC 2MA -2016 (Master Agreement Between Owner and Contractor), attached in Section 8.0.

The Town will authorize work through the CCDC 2MA – 2016 Work Authorization and the Town's standard purchase order.

2.14 SERVICES TERMS AND CONDITIONS

The CCDC 2MA – 2016 (Master Agreement Between Owner and Contractor) sets out the terms and conditions between the Town and the Contractor providing services. All Successful Proponents shall be required to enter into a new Master Agreement with The Town.

The contract between The Town and the Successful Proponents will consist of the following documents:

- CCDC 2MA - 2016 (Master Agreement Between Owner and Contractor)

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- Relevant information from RFSO and RFSO Proposal

2.15 NON-ASSIGNMENT

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. 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.

2.16 DEPOSITS

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

2.17 TERMS OF PAYMENT

Invoices will be paid within 30 days from the approval date of the invoice.

2.18 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS

Response requirements for this RFSO:

- (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 THREE MILLION DOLLARS (\$3,000,000) 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 and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as The Town 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 prior to the commencement of the work.

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 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.
- (b) The Successful Proponent or their insurer will notify The Town 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.

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- (c) The Successful Proponent shall provide a certificate of such insurance to The Town within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

2.19 INDEMNIFICATION

The Successful Proponent agrees to indemnify and save harmless The Town, 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's gross negligence.

At no time will The Town be responsible for any injury sustained by the Successful Proponent, their employees or any person on The Town's premises, nor will The Town 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's premises.

The Town 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 RFSO or subsequent contract.

2.20 CANADIAN FREE TRADE AGREEMENT

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

2.21 DEBRIEFING

The Town will not offer a debrief to unsuccessful Proponents.

2.22 LICENSING REQUIREMENTS

Proponent team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary services in their field of work.

By virtue of submission of a proposal, the Proponent certifies that the Proponent's team and key personnel are in compliance with the requirements of Section 0 above. The Proponent acknowledges that The Town reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

END OF SECTION 2.0

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3.0 STANDING OFFER PARTICULARS

3.1 CALL-UP PROCEDURE

Emergency services are outside the scope of the Call-up procedure described below. In the event of an emergency, the Town shall be free to call any proponent on the Standing Offer List in the Town's total discretion. If no Proponents on the Standing Offer List are sufficiently responsive or available based on the nature of the emergency then the Town shall be free to call any service provider outside of this RFSO. Examples of work considered to be emergency services are as follows:

- (a) Immediate life safety work required due to fire, flooding, wind storm, etc.
- (b) Immediate work required to prevent a life safety situation.
- (c) Any other work deemed to be an emergency by The Town, including road and pathways blocked by downed trees, damage to property, etc.

For work not deemed an emergency, the Town will call-up the highest ranking Proponent on the standing offer list and offer a Right of First Refusal. If the highest-ranked Proponent is able to meet the requirement, a call-up is made against its standing offer. If that Proponent is unable to meet the requirement, the Town will call up the next ranked Proponent. The Town will continue and proceed as above until one Proponent indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Proponent is unable to fulfill the need, the Town will be required to document the response appropriately.

Proponents who are called up must provide prices for the work that fit the prices in the Proponent's standing offer. The Town shall have the right to request quotes for the work. If the Town and the Proponent cannot agree on a quote for the work that fits the proponent's standing offer, then the Proponent shall be deemed unable to meet the requirement of the call-up and The Town may call up another Proponent from the Standing Offer List according to the provisions of this section 3.1.

Any proposed changes to the scope of work are to be discussed with The Town but any resulting change can only be authorized by an amendment issued by The Town.

3.2 GENERAL

The Proponent acknowledges that a Standing Offer is not a contract and the selection of the Proponent for inclusion in The Town's Standing Offer List does not oblige or commit The Town to procure services from the Proponent.

The Proponent offers to provide and deliver to The Town the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer Response if, and when The Town may request such services, in accordance with the conditions listed at subsection 0.

The Proponent understands and agrees that:

- (a) a Call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- (b) The Town's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
- (c) The Town has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
- (d) the Standing Offer may be set aside by The Town at any time; and

- (e) A Proponent providing services such as a Statement of Scope, a Request for Proposal or similar documents shall not be eligible to compete as a Contractor or sub-contractor for a project which may result from the provision of these services. A Proponent with whom The Town has a Standing Offer arrangement is free to decline an individual Call-up if the Proponent is interested in pursuing future commissions for such project.

3.3 WITHDRAWAL/REVISION

In the event that a Proponent wishes to withdraw the Standing Offer after authority to Call-up against the Standing Offer has been given, the Proponent must provide no less than thirty (30) days' written notice to The Town, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by The Town and the withdrawal will be effective at the expiry of that period. The Contractor must fulfill any and all Call-ups which are made before the expiry of that period.

3.4 MAINTAINING STANDING OFFER LIST

The Town reserves the right to maintain up to three (3) firms per category of work throughout the period of the Standing Offer by negotiating with the next best ranked Proponent from this RFSO.

In the event The Town cannot negotiate with the next best ranked Proponent(s) from this RFSO, The Town reserves the right to re-issue an RFSO to maintain three (3) firms per category of work.

3.5 PERIOD OF THE STANDING OFFER

The period for placing Call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

The Town reserves the right to extend this term to complete any in-progress projects.

If mutually agreeable between the Successful Proponent and The Town, the Standing Offer may be extended for up to two (2) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer. However, The Town reserves the right to negotiate various changes to the Agreement to reflect current conditions at the time of renewal. In the event that an agreement cannot be reached, The Town reserves the right to issue a new RFSO.

The shortlisted Proponents will be advised of the decision to authorize the use of the Standing Offer for an extended period by The Town thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by The Town.

END OF SECTION 3.0

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4.0 DESCRIPTION OF SERVICES

4.1 RFSO DEFINITIONS

Call-up	an assignment / project to be delivered under the Standing Offer.
Call-up Proposal	a submission by an invited Contractor from the Standing Offer List, to the Town of Canmore, in response to each Call-up
Contractor	the Successful Contractor to whom the Town of Canmore issues a contract/purchase order for a Call-up under the Standing Offer contract.
Proponent	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFSO.
RFSO	Request for Standing Offer for Tree Removal Services.
Proposal	a submission to the Town of Canmore in response to this RFSO.
Standing Offer List	the three (3) Contractors eligible to be Called-up under the Standing Offer.
Successful Contractor	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.
The Town	the Town of Canmore.

4.2 LOCATION OF ASSIGNMENTS

All Call-up assignments will be located within the municipal district of The Town of Canmore and will be on Town owned land (or the tree in question originated on Town land).

4.3 SCOPE OF SERVICES

The purpose of this RFSO is to select up to three (3) Contractors to provide tree removal and maintenance services on an "on call" basis.
Services will comprise (but are not limited to) hazardous and non-hazardous tree removals, stump grinding, root ball removals, replanning trees, hazardous tree identification, avian nest sweeping.

END OF SECTION 4.0

5.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

5.1 FORMAT AND OUTLINE OF RESPONSES

All responses are to be submitted on 8.5" x 11" size paper with an electronic copy submitted in PDF (.pdf) as outlined in the RFP instructions.

Proponents are not to include any supplemental information other than the information requested in Section 5.2. Additional information will not be considered or evaluated by The Town.

5.2 PROPOSAL SUBMISSION REQUIREMENTS

Proponents are requested to submit a proposal containing the following:

- A. Signature and Waiver Sheet [1 page maximum].
- B. Response Requirements [no page limit].
 - 1 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.18.
 - 2 WCB Requirements: Provide evidence of WCB coverage as described in Section 2.18.
- C. Cover Letter with Contractor's Qualification Statement, Experience and Company Information [2 page maximum] including description of your firm's ability to provide service to the Town of Canmore, including travel time and staffing throughout the year.
- D. Verification of Certified Arbourist within Core Component of Company
- E. OH&S Record for Past Three Years – Number of incidents/illnesses versus Recordable Incidents, number of missed work days due to work incident/illness
- F. Verification of Bird Sweeping Certification
- G. Price Proposal - Base Rates table and Acknowledgement of Price Proposal [2 pages maximum].

Pricing Exercise: provide pricing for removal of the trees located at 100 Glacier Drive (Canmore), all stumps ground to level, wood bucked and stacked for removal by the public. Outline all individual charges (number of trees/sizes, equipment required, labour hours, travel charges (if applicable) assessments prior to work, assume a bird sweep is required, etc.). Include a short summary of the safety plan that would be employed for this work site, pedestrian exclusion zones, road use permits (road closures/traffic accommodations if necessary).

5.3 EVALUATION PROCESS

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

Evaluation Criteria	Evaluation
A). Signature and Waiver Sheet	Pass/Fail
B). Response Requirements (Insurance/WCB)	Pass/Fail
C). Cover Letter with Contractor's Qualification Statement, Experience and Company Information	20%
D). Verification of Certified Arbourist within Core Component of Company	20%
E). OH&S Record	5%
F). Verification of Bird Sweeping Certification	5%
G). Price Proposal	50%

A submission will first be reviewed for compliance with the response requirements of this RFSO as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration. The Town reserves the right to ask any or all Proponents for additional information or clarifications to support the Proponent's response as part of this RFSO.

5.4 CONFIDENTIALITY OF EVALUATION

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

As required by the Canadian Free Trade Agreement, the name of the Successful Proponents will be posted on the Alberta Purchasing Connection.

END OF SECTION 5.0

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6.0 SIGNATURE, ACKNOWLEDGEMENT AND WAIVER SHEET

By signing below, the Proponent hereby acknowledges and agrees as follows:

- (a) Prior to submitting its response to this RFSO, the Proponent has obtained from the Town of Canmore and thoroughly reviewed the entirety of the RFSO including all addendums hereto and documents incorporated by reference into this RFSO.
- (b) The Proponent has thoroughly reviewed, understands and agrees to be bound by all terms and conditions of this RFSO including those in all addendums and documents incorporated by reference into this RFSO unless otherwise waived by the Town of Canmore in its sole discretion and confirmed in writing. The Proponent hereby waives any rights or claims that it was not aware of any document incorporated by reference into this RFSO.
- (c) The Proponent's representative signing below has the full authority to represent the Proponent in all matters relating to the RFSO and bind the Proponent to the terms and conditions of this RFSO.

Request for Standing Offer:
 Hazardous Tree Removal

Reference Number: GL 1 580 0000 3151/CAP 7361



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

Notes to Signatories:

Incorporated Proponents should affix a corporate seal to the signature sheet. If an incorporated Proponent does not affix a corporate seal, the Town of Canmore reserves the right to request documentation confirming corporate signing authority in the form of a director's resolution, evidence of current registered officers, or other corporate record.

Unincorporated Proponents must submit proposals signed by individual or legal entity with capacity to enter contracts. The Town of Canmore reserves the right to request documentation confirming individual identities and authority of the signatory to represent the Proponent.

END OF SECTION 6.0

Request for Standing Offer:
Hazardous Tree Removal

Reference Number: GL 1 580 0000 3151/CAP 7361



7.0 PRICE PROPOSAL

7.1 INSTRUCTIONS

Price proposals must be in Canadian Dollars.

Hourly rates are not to include taxes, expenses or disbursements.

It is mandatory that Proponents submit rates for all staff involved for the period of the proposed Standing Offer. Include rates for typical services (mob/demob), travel, small tree/large tree removal, truck grinding, root ball removal, stacking wood for residential use compared to removal of wood.

Price proposals shall remain valid for the entire period of the Standing Offer as defined in Section 3.5, with an annual inflationary rate (Proponents are to include this escalation/inflationary rate in their pricing proposal).

Blank rows are available for any additional pricing deemed appropriate by the Proponent.

Request for Standing Offer:
Hazardous Tree Removal

Reference Number: GL 1 580 0000 3151/CAP 7361



7.2 STANDING OFFER - RATES

Item #1 – Personnel Hourly Rates		
Category	Regular Rate	Overtime Rate
Item #2 – Other Rates		
Description	Rate	
Travel to Site (if applicable)		

Request for Standing Offer:
Hazardous Tree Removal

Reference Number: GL 1 580 0000 3151/CAP 7361



7.3 ACKNOWLEDGEMENT OF PRICE PROPOSAL

I/we have carefully examined all documents prepared for this Request for Standing Offer; and hereby agree to furnish all labour, materials, and services for the proper execution and completion of the entire Request for Standing Offer for Hazardous Tree Removal Services including all addenda thereto which are acknowledged hereinafter for the above project for the conditions set out in Section 7.1 and the rates stated in Section 7.2.

Date: _____

I/we, _____
(Company Name)

of _____
(Business Address)

Signature

END OF SECTION 7.0

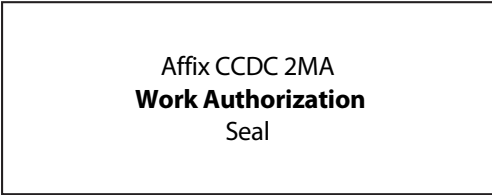
Request for Standing Offer:
Hazardous Tree Removal

Reference Number: GL 1 580 0000 3151/CAP 7361



8.0 CCDC 2MA - 2016 MASTER AGREEMENT DOCUMENTS

CCDC 2MA – 2016 Work Authorization



WORK AUTHORIZATION REFERENCE # _____

This Work Authorization is given pursuant to the CCDC 2MA – 2016 **Master Agreement Between Owner And Contractor for use with stipulated price Work Authorizations** (the "Master Agreement"), by and between the parties

_____ the "Owner"

and

_____ the "Contractor"

The Master Agreement is hereby incorporated by reference and made part of this Work Authorization.

The *Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

_____ located at _____ *insert above the name of the Work*

_____ *insert above the Place of the Work*

for which this *Work Authorization* has been signed by the parties, and for which

_____ *name of Consultant*

_____ *address*

_____ *facsimile number*

_____ *email address*

is acting as and is hereinafter called the "*Consultant*"

1.2 commence the *Work* by the _____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the _____ day of _____ in the year _____ .

Note: This Work Authorization form and CCDC 2MA are protected by copyright. Use of this Work Authorization form, or any other form referencing CCDC 2MA, without a CCDC copyright seal constitutes an infringement of copyright. Only sign a Work Authorization if it bears a CCDC copyright seal to demonstrate that the parties intend that an unamended version of CCDC 2MA shall govern the Contract, except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

2.0 The following documents form part of the Contract Documents referred to in Article A-3 of the Agreement:

(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date)

3.0 Contract Price

3.1 The Contract Price, which excludes Value Added Taxes, is:

_____ /100 dollars \$ _____

3.2 Value Added Taxes (of _____ %) payable by the Owner to the Contractor are:

_____ /100 dollars \$ _____

3.3 Total amount payable by the Owner to the Contractor for the construction of the Work is:

_____ /100 dollars \$ _____

In witness whereof the parties hereto have executed this Work Authorization, in accordance with the terms and conditions of the Agreement, by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

name of owner

signature

name and title of person signing

signature

name and title of person signing

CONTRACTOR

name of contractor

signature

name and title of person signing

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for:
(a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
(b) the affixing of a corporate seal, this Agreement should be properly sealed.

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