

**Contractor Service Provider
Request for Proposals (RFP)
RFP No. 001**

For

Sports Field Reconstruction

NOTICE TO PROPONENTS:

This RFP supersedes and replaces any existing Master Consulting or Professional Services Terms and Conditions, and are included as Schedule 1 to Appendix A to this RFP.

Submission Deadline: July 2, 2024 at 2:00 p.m.

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(attached as a separate document)

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(attached as a separate document)

INFORMATION TABLE

RFP NUMBER AND TITLE	The RFP number and title are: Sports Field Reconstruction RFP 001																		
PROJECT SUMMARY	The School requires the services of an experienced sports field construction specialist to facilitate the reconstruction of the existing Hugh Sutherland Field at Hugh Sutherland School in Carstairs Alberta. The reconstructed as specified as class 4 field per the Sportsturf Construction Manual standard practices, 2.2.4 Cat 4. Unless otherwise stated in the Agreement Letter, the award under this RFP will be for all phases of the Requirements, subject to approval by the School after each phase. All pricing to be a firm bid.																		
PROJECT SCHEDULE (See Section 1.4)	<p>Target completion dates:</p> <table border="1" data-bbox="561 804 1391 1262"> <thead> <tr> <th data-bbox="561 804 976 842">Event</th> <th data-bbox="976 804 1391 842">Timeline*</th> </tr> </thead> <tbody> <tr> <td data-bbox="561 842 976 911">Presence project (Mobilization)</td> <td data-bbox="976 842 1391 911">July 2024</td> </tr> <tr> <td data-bbox="561 911 976 963">Phase 1: Excavation</td> <td data-bbox="976 911 1391 963">July 2024</td> </tr> <tr> <td data-bbox="561 963 976 1016">Phase 2: Grading</td> <td data-bbox="976 963 1391 1016">July 2024</td> </tr> <tr> <td data-bbox="561 1016 976 1068">Phase 3: Blending</td> <td data-bbox="976 1016 1391 1068">July 2024</td> </tr> <tr> <td data-bbox="561 1068 976 1121">Phase 4: Resurfacing</td> <td data-bbox="976 1068 1391 1121">July 2024</td> </tr> <tr> <td data-bbox="561 1121 976 1173">Phase 5: Sodding</td> <td data-bbox="976 1121 1391 1173">July 2024</td> </tr> <tr> <td data-bbox="561 1173 976 1226">Phase 6: Establishment</td> <td data-bbox="976 1173 1391 1226">August 2024</td> </tr> <tr> <td data-bbox="561 1226 976 1262">Target End Date</td> <td data-bbox="976 1226 1391 1262">September 1, 2024</td> </tr> </tbody> </table> <p>*The School reserves the right to modify any of the above dates.</p>	Event	Timeline*	Presence project (Mobilization)	July 2024	Phase 1: Excavation	July 2024	Phase 2: Grading	July 2024	Phase 3: Blending	July 2024	Phase 4: Resurfacing	July 2024	Phase 5: Sodding	July 2024	Phase 6: Establishment	August 2024	Target End Date	September 1, 2024
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PROJECT CONTACT	The School Contact for the RFP process is: Darrel Dyvig, Director of Facility Services ddyvig@cesd73.ca , Jason Pick jpick@oldscollege.ca																		
PROJECT SITE	<p>The location to which the project pertains, is as follows: R.R.1 2000 Hwy 581 Carstairs, AB T0M 0N0 Phone: 403-337-3326</p> <ul style="list-style-type: none"> • Reference: Field Investigation Smith Dow & Associates (Bore holes) LINK • Field Dimensions: LINK • Current grade Scale 1:400 LINK • Bore hole soil analysis conducted Dec 2023 LINK 																		

<p>PRE-TENDER/SITE MEETING (Mandatory)</p>	<p>Site Visit conducted June 26, 2024 at 1:00pm (J.Pick)</p>									
<p>RFP TIMETABLE (See Section 2.1)</p>	<table border="1" data-bbox="560 394 1365 722"> <thead> <tr> <th data-bbox="563 394 976 443">Activity</th> <th data-bbox="979 394 1362 443">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 447 976 495">RFP issue date</td> <td data-bbox="979 447 1362 495">June 20, 2024</td> </tr> <tr> <td data-bbox="563 499 976 625">Deadline for Proponent Questions (See Section 4.2.3)</td> <td data-bbox="979 499 1362 625">Prior to 13:00:59 (MST) on June 27, 2024</td> </tr> <tr> <td data-bbox="563 630 976 718">Submission Deadline (See Section 2.4)</td> <td data-bbox="979 630 1362 718">July 2, 2024 13:00:59 (MST)</td> </tr> </tbody> </table> <p data-bbox="560 779 1138 812">Proposals must be submitted by email only to::</p> <p data-bbox="560 858 829 924">Shawn Russell srussell@cesd73.ca</p>		Activity	Timeline	RFP issue date	June 20, 2024	Deadline for Proponent Questions (See Section 4.2.3)	Prior to 13:00:59 (MST) on June 27, 2024	Submission Deadline (See Section 2.4)	July 2, 2024 13:00:59 (MST)
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<p>SUBMISSIONS WITH PROPOSAL (See Section 3.2 and Appendix E)</p>	<table border="1" data-bbox="560 989 1354 1310"> <thead> <tr> <th data-bbox="563 989 1351 1037">SUBMISSION REQUIREMENTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 1041 1351 1077">Submission Form (Appendix E)</td> </tr> <tr> <td data-bbox="563 1081 1351 1117">Evaluation Matrix (Appendix C)</td> </tr> <tr> <td data-bbox="563 1121 1351 1157">Pricing Form (Appendix D)</td> </tr> <tr> <td data-bbox="563 1161 1351 1306"> <p>Additional Submission Requirements Chinooks Edge Contractor Safety Document (Appendix G) Complete with WCB and Insurance Documents</p> </td> </tr> </tbody> </table> <p data-bbox="560 1371 1395 1528">Notice to proponents: All requested items or information that is required to comprise a complete proposal for evaluation must be submitted with the proposal, even if such items are not listed here. Further information about submission requirements is found in Section 3.2.</p>		SUBMISSION REQUIREMENTS	Submission Form (Appendix E)	Evaluation Matrix (Appendix C)	Pricing Form (Appendix D)	<p>Additional Submission Requirements Chinooks Edge Contractor Safety Document (Appendix G) Complete with WCB and Insurance Documents</p>			
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<p>INELIGIBLE PERSONS (See Defined Terms, Section 4.4.1 and Appendix E Section 1)</p>	<p>None known at this time.</p> <p>Any questions regarding a potential Conflict of Interest should be submitted to the School Contact as early as possible and in any event before the Deadline for Proponent Questions noted above.</p>									

DEFINED TERMS

In this RFP the following terms have the meanings set out below:

Agreement means the written contract to be entered into subsequent to negotiations between the selected proponent and The School for the provision of the Requirements, whereupon the selected proponent will become the “Contractor” referenced in the Consulting General Conditions.

Agreement Letter means the letter sent to the Contractor by The School and signed by the Contractor, confirming that the Contractor and The School have reached an agreement for the Contractor to provide the Requirements as set out in the Agreement Letter and attachments referred to therein.

Business Day means any day other than a Saturday, Sunday, statutory holiday, or other day on which The School has elected to be closed for business.

School Contact means the designated individual that is The School’s contact person for all matters during this RFP selection process as identified on the Information Table.

Commercially Confidential Question means a Proponent Question that a proponent considers to be commercially sensitive or confidential to that particular proponent.

Conflict of Interest means any perceived, potential, or actual state of affairs or circumstances where, in relation to the project or The School, a proponent:

- (a) has other commitments, relationships, financial interests, or involvement in pending or ongoing litigation that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of independent judgment by any personnel of The School or its advisors; or
 - (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of the proponent’s obligations under the Agreement if that proponent is selected under the RFP to become the Contractor;
- (b) has contractual or other obligations to The School that could or could be seen to become compromised or otherwise impaired as a result of its participation in the RFP or the Agreement; or
- (c) has knowledge of School Confidential Information (as that term is defined in the Consulting General Conditions) of strategic and/or material relevance to the RFP or to the project that is not available to other proponents and that could give or could be seen to give the proponent an unfair competitive advantage.

Consultant means the proponent with whom The School engages to assist in formulating this agreement, subsequent negotiations, and assists in pursuant of this solicitation.

Contractor means the successfully procured applicant whose company has been hired to provide the following services as outlined in respective phases of the project.

Consulting General Conditions means The Schools consulting general conditions, of which a copy of the current form is attached as Schedule 1 to Appendix A to this RFP.

Electronic Signature means, for the purpose of submitting a proposal, the printed or typed full legal name of the proponent.

General Questions means Proponent Questions that are of general application and that would apply to other proponents.

Ineligible Persons means any person who has a Conflict of Interest or has had involvement with or assisted The School, directly or indirectly, with the procurement process or the design, planning, or implementation of the project; or who has, or may provide to a proponent, a materially unfair advantage, including as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other proponents, and includes those persons identified by The School and listed in the Information Table.

Negotiations Proponent means the proponent that is invited to enter into negotiations for an Agreement in accordance with Section 4.3 of Part 4 – Rules Governing the RFP Process.

Phase means a discreet portion of The School's Requirements which The School, Contractor and Contractor agree will be undertaken as set out in the Scope and Fee Schedule.

Proponent Contact means the person designated by a proponent that is the primary contact person for The School concerning all matters related to the RFP or RFP process.

Proponent Question means a request for clarification, request for information or other questions relating to this RFP submitted by a proponent.

Rectification Period means the period of time set out in the Information Table as the Rectification Period, during which a proponent is permitted to rectify its proposal to satisfy the submission requirements of this RFP.

Requirements means the services that The School is seeking to procure through this RFP, as described in Appendix B – Requirements.

RFP means this Request for Proposals.

RFP Notice means a notice issued by The School with respect to the RFP process or the Requirements.

RFX means procurement documents issued by The School other than this RFP.

Scope and Fee Schedule means a written outline of the Contractor's engagement under the Agreement (a sample of which is shown in Schedule 3), and includes the scope of services, timelines, Contractor's fees and specified individuals or persons who are to provide the services, as agreed to between the parties and attached to the Agreement Letter.

Submission Deadline means the 'Submission Deadline' set forth in the Information Table.

Supplier Code of Conduct means The School's Code of Conduct which sets out the minimum performance standards for contractors regarding working conditions, labour issues and the environment.

The School means Hugh Sutherland School, a school within Chinook's Edge School Division the Province of Alberta, who have engaged the services of consultant and contractor.

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This RFP is an invitation by The School to prospective proponents to submit proposals for the provision of the Requirements.

1.2 Material Disclosures

Information relevant to this procurement opportunity is summarized in the Information Table at the beginning of the RFP. Proponents should refer to Appendix B – Requirements for information that is material to the desired Requirements, Appendix A, Schedule 2 – Special Conditions for project specific expectations in addition to The School's Consulting General Conditions, which are found at Schedule 1 to Appendix A. Other relevant information or reports may be provided by The School in Appendix F – Other Attachments, or as contemplated in Section 4.2.1.

1.3 Proponent Must be a Single Legal Entity

Each proponent must be a single legal entity that, if selected, will negotiate and enter into an Agreement with The School for the provision of the Requirements. It is The School's intention to enter into an Agreement with only one (1) legal entity. However, The School reserves the right to award to more than one (1) proponent if considered necessary and is in the best interest of The School.

1.4 Contract for Requirements

The term of the Agreement will be (i) for the period of time required to complete the scope of services as set out in the Scope and Fee Schedule, or (ii) for the time frame specified in the Information Table.

If indicated in the Information Table and agreed to by the parties, the Agreement may include a number of project Phases. In such a case, unless expressly stated in the Agreement Letter, the initial award under this RFP will be for all Phases of the Requirements, subject to approval by The School after each Phase. After completion of the first or any subsequent Phase, The School and Contractor will collaboratively negotiate the scope and expected timelines for that subsequent Phase, and document the same in a supplemental Scope and Fee Schedule.

Notwithstanding any agreement as to the number of Phases awarded to the Contractor, in addition to the termination provisions in Article 9 of the General Conditions, The School may elect by written notice, at the completion of any Phase, not to proceed with any or all of the subsequent Phases earlier anticipated, if in its sole discretion The School determines such election to be in The School's best interests based on preliminary results, budgetary constraints, Contractor or Contractor performance, a change in Council direction or lack of any required approval, or any other reason.

The School's form of Agreement Letter is included in Appendix A together with The School's Consulting General Conditions and other terms and conditions, which will form the basis for the Agreement.

Low bid or any bid, may be rejected at the discretion of the school division.

1.5 No Guarantee of Volume of Work or Exclusivity of Contract

The School makes no guarantee as to the value or volume of the Requirements. The Agreement with the Contractor may not be an exclusive contract for the provision of the described Requirements. The School may contract with others for services the same as or similar to the Requirements or may obtain services the same as or similar to the Requirements internally.

1.6 Trade Agreements

Proponents should note that procurements falling within the scope of applicable trade agreements are subject to such trade agreements.

[End of Part 1]

PART 2 – RFP TIMETABLE AND SUBMISSION OF PROPOSALS

2.1 RFP Timetable (see Information Table for specific dates)

The School may, in its sole discretion, amend any date or time in the RFP Timetable, including the Submission Deadline. Any amendment to the Submission Deadline will be communicated to proponents through the issuance of an addendum in accordance with Section 4.2.4. The School may choose to waive or extend the Deadline for Questions and/or the Deadline for Issuing Addenda at any time prior to the Submission Deadline without prior notice to the proponents.

2.2 Proposals Must be Submitted at the Prescribed Location

Proposals must be submitted electronically to: srussell@cesd73.ca

2.3 Proposal Format

Each proposal must be in English and should adhere to the following format:

- (a) single-spaced text, not smaller than 11-point font, except in tables and figures where size 10-point font is acceptable;
- (b) sequentially numbered pages in each section of the proposal;
- (c) table of contents that includes page numbers, exhibits, tables, attachments and appendices;
- (d) drawings, renderings and similar documents readable to 11" x 17" or 22" x 34"; and
- (e) page limits will apply as set out in the Information Table. More detailed page limits for individual components of proposals may be set out in the Evaluation section (Appendix C). For purposes of calculating the page limit, every side of a page with content, as if printed, counts as one page.

The School may, in its sole discretion, exclude pages and/or sections from the proposal that do not meet the above requirements.

2.4 Proposals Must Be Submitted on Time

All proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

2.5 Proposals Must Be Submitted in Prescribed Manner

- (a) Proponents must submit their proposals electronically in MS Word or Adobe PDF format. The electronic copy of a proposal as submitted online will be the "Original Copy" of the proposal.
- (b) An individual who submits a proposal on behalf of the proponent in response to this RFP is deemed, as a result of such submission, to have full legal authority to submit a proposal from the proponent. The School takes no responsibility or liability for a

proposal submitted in response to this RFP without the appropriate approval of the proponent having been obtained for submission of the proposal.

- (c) Proponents should allow sufficient time to upload their proposal and to resolve any issues that may arise regarding the electronic submission prior to the Submission Deadline. Each proponent is solely responsible to ensure that its proposal is submitted prior to the Submission Deadline and that the uploaded proposal is not defective, corrupted, or blank and that the submitted documents can be opened and legibly viewed by The School.
- (d) The School may reject any proposal where any documents contained in the proposal cannot be opened or legibly viewed by The School. Proposals will not be opened publicly.
- (e) Each proposal must include a completed and duly signed Submission Form (Appendix E). For clarity, a “duly signed” Submission Form is either: a Submission Form that is signed with a handwritten signature or, pursuant to the *Electronic Transactions Act* S.A. 2001, c.E-5.5, an Electronic Signature.
- (f) By submitting a Submission Form with an Electronic Signature, the proponent is deemed to consent to the use and acceptance of such Electronic Signature and acknowledges that such Electronic Signature will have the same force and effect as a handwritten signature.

2.6 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline, as set out in Section 2.2 above, withdraw their proposal. Proponents may then submit an amended proposal prior to the Submission Deadline in accordance with this Part 2 of the RFP.

2.7 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw its proposal:

- (a) prior to the Submission Deadline

2.8 Communications

- (a) Any questions and other communications relating to this RFP or the RFP process by the proponents prior to the Submission Deadline must be submitted, via email, only to the School Contact.
- (b) Any questions and other communications relating to this RFP or the RFP process by the proponents after the Submission Deadline must be submitted, via email, only to the School Contact.
- (c) All correspondence from The School to a proponent will be sent to the Proponent Contact identified in Appendix E – Submission Form. Each proponent is solely responsible to ensure that all contact information for the Proponent Contact is accurate and updated at all times during the RFP process. Proponents may update or revise their Proponent Contact information as set out in this Section 2.8.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 EVALUATION MATRIX

Proposals will be evaluated and short-listed or rejected based on the following selection criteria:

Selection Criteria	Point Value	X	Rating	Total Score	Comments
Fee Structure	8				
Experience of Proposed Company and References	4				
Local Resources	2				
Scheduling	4				
Innovation and Value Added Service	2				
Service, Support and Warranty	2				
Total Points	22		110		

The following table provides a brief description and relative weight for each of the criteria.

Rating	Description
5	Exceeds Expectations. Bidder clearly understands the requirements. Excellent probability of success.
4	Somewhat exceeds expectations.
3	Meets expectations. Bidder has a good understanding of requirements. Good probability of success.
2	Somewhat meets expectations. Minor weakness or deficiencies. Fair probability of success.

[Table Continues on next page]

1	Does not meet expectations, or demonstrate understanding of the requirements, low probability of success.
0	Non-compliant. Response indicates complete misunderstanding of the requirements. No probability of success.

3.2 Stage I – Verification of Proposal Compliance

Not Applicable

3.3 Stage II – Evaluation of Rated Criteria

Not Applicable

3.4 Stage III – Evaluation of Pricing

Not Applicable

3.5 Stage IV – Possible Presentations or Interviews

Not Applicable

3.6 Cumulative Score and Selection of Highest Rated Proponent

Not Applicable

3.7 Conditions for Signing the Agreement Letter

The School must receive all documents listed as required documents in Schedule 2 to Appendix A – Special Conditions, from the Contractor, prior to signing the Agreement with the Contractor.

[End of Part 3]

PART 4 – RULES GOVERNING THE RFP PROCESS

4.1 GENERAL INFORMATION AND INSTRUCTIONS

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable Section numbers of this RFP.

4.1.2 No Incorporation by Reference

The entire content of each proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

4.1.3 Intellectual Property

Proponents must not use or incorporate in their proposals any information, concepts, products or processes that are subject to copyright, patents, trademarks or other intellectual property rights of third parties, unless the proponent has permission for the incorporation of any such information, concepts, products or processes and has, or will, obtain the right to use such information, concepts, products or processes without cost to The School in the provision of the Requirements.

4.1.4 References and Past Performance

When stated in the Evaluation criteria section (Appendix C), The School's evaluation of a proposal may include evaluation of information provided by the proponent's references and may also include consideration of the proponent's past performance on previous contracts with The School or other institutions.

4.1.5 Information in RFP Only an Estimate

The School and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

4.1.6 Proponents Will Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.1.7 Proposal to Be Retained by The School

Subject to Sections 2.6 and 2.7 above, proposals will be retained by The School and ultimately disposed of in accordance with its records management policies. At the written request of a proponent and at the proponent's sole cost and expense, The School may return any

accompanying items or samples submitted by a proponent, either at the time of any proposal withdrawal or after The School has entered into an Agreement with the Contractor.

4.2 COMMUNICATION AFTER ISSUANCE OF RFP

4.2.1 Methods of Communication

During the RFP process, email will be the primary method of communication between proponents and The School. The School will use for the following:

- (a) the distribution of RFP documents, amended and restated RFP documents, and RFP addenda;
 - (i) the provision of background reports, reference documents or project information;
 - (ii) the posting of RFP Notices and other information for proponents; and
 - (iii) the receipt of Proponent Questions and the posting of responses to them.
- (b) The School may add, delete, or amend documents at any time.
- (c) Each proponent is solely responsible to ensure that:
 - (i) it has utilized an appropriate software which allows the proponent to access and download documentation
 - (iv) it checks for the addition, deletion, or amendment of RFP documents, project information, RFP Notices, responses to Proponent Questions or other information and, at all time during the RFP process, keeps itself informed of and takes into account the most current RFP documents, project information, RFP Notices and responses to Proponent Questions; and
 - (v) the Proponent Contact email account will accept emails from The School.
- (d) The School will not be responsible for any technical malfunction or other problems with or affecting, any communications network or service, computer systems, servers or providers, or computer equipment. In the event of a confirmed malfunction, The School may, in its sole discretion, extend the Submission Deadline, or re-issue the RFP.

4.2.2 Proponents to Review RFP

Proponents must examine all of the documents comprising this RFP, and

- i. must promptly report any errors, omissions or ambiguities to; and
- ii. may direct questions to or seek additional information from

the School Contact in accordance with Section 4.2.3 of this RFP.

It is the responsibility of the proponent to seek clarification from the School Contact on any matter it considers to be unclear. The School will not be responsible for any misunderstanding on the part of a proponent concerning this RFP or its process.

4.2.3 Proponent Questions and RFP Notices

4.2.3.1 Proponent Questions must be submitted to The School on or before the Deadline for Proponent Questions by using the email specified

A proponent must submit a Proponent Question if the proponent:

- (a) identifies any errors, omissions or ambiguities in this RFP; or
- (a) wishes to submit a question or request additional information with respect to this RFP, including with respect to the RFP process, the Requirements or the Agreement.

4.2.3.2 Proponents are permitted to submit a Proponent Question and categorize the Proponent Question as follows:

- (a) General Question, or
- (b) Commercially Confidential Question.

4.2.3.3 If The School disagrees with the proponent's categorization of a Proponent Question as a Commercially Confidential Question, The School will give the proponent the opportunity to either:

- (a) categorize the question as a General Question; or
- (c) indicate that it is withdrawing the Proponent Question.

If The School determines, in its sole discretion, that a proponent's categorized Commercially Confidential Question, even if it is withdrawn by the proponent, is of general application, or would provide a significant clarification of the RFP documents, or the RFP process to proponents, The School may issue an RFP Notice or an addendum that deals with the same subject matter as the Commercially Confidential Question.

In addition, if The School agrees with the proponent's categorization of a Commercially Confidential Question, then The School will provide a response only to the proponent that submitted the Commercially Confidential Question.

4.2.3.4 The School's response to General Questions will be provided to all prospective proponents using email with all Contacts copied. The identities of the proponents submitting Proponent Questions will not be disclosed.

4.2.3.5 No communications with respect to this RFP are to be directed to anyone other than the School Contact. The School is under no obligation to provide additional information, and The School will not be responsible for any information provided or obtained from any source other than the School Contact.

4.2.3.6 The School's responses to Proponent Questions do not amend the RFP unless subsequently confirmed by way of an addendum to the RFP issued in accordance with Section 4.2.4.

4.2.3.7 The School may also issue an RFP Notice in response to a Proponent Question, or at any time during the RFP process. For clarity, an RFP Notice does not, in any way, form part of the RFP or amend this RFP.

4.2.4 Amendments to the RFP by Way of Addenda

The School may, in its sole discretion, amend or supplement the RFP. The School will issue changes to the RFP only by an addendum in accordance with this Section. No other statement including any interpretation, clarification, or response to either requests for information or inquiries, whether oral or written or made by The School or representative of The School, including the School Contact, will amend the RFP. If The School, for any reason, determines that it is necessary to amend this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP.

The School will issue addenda to all proponents.

Such addenda may contain important information, including significant changes to this RFP. Proponents are solely responsible for obtaining all addenda issued by The School. Proponents may, in writing, seek confirmation of the number of addenda that have been issued under this RFP from the School Contact.

4.2.5 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, The School may at its discretion extend the Submission Deadline for a reasonable period of time.

4.2.6 Verify, Clarify and Supplement

When evaluating proposals, The School may request further information from a proponent or third parties in order to verify or clarify any matters contained in the proponent's proposal, or require a proponent to submit supplementary documentation for verification or clarification of any matters in the proponent's proposal. The School may, but is not obligated to, seek a proponent's acknowledgement of The School's interpretation of the proposal or any part of the proposal. The School may revisit and re-evaluate the proponent's proposal or rating on the basis of any such information.

The School is not obligated to verify or seek clarification of any aspect of a proposal or any statement made by any proponent, including any ambiguity in a proposal or any ambiguity in a statement made by a proponent.

4.3 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING

4.3.1 Selection of Negotiations Proponent

The highest rated proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with The School and become the Negotiations Proponent. Neither the invitation by The School to enter into negotiations, nor the acceptance of such invitation by the proponent, will constitute a legally binding offer to enter into a contract on the part of The School or the proponent.

4.3.2 Timeframe for Negotiations

The School intends to conclude negotiations with the Negotiations Proponent within thirty (30) days commencing from the date The School invites the Negotiations Proponent to enter into direct contract negotiations. The Negotiations Proponent should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Rules Governing the RFP Process, and the Submission Form (Appendix E), and will not constitute a legally binding offer to enter into a contract on the part of The School or the proponent. Negotiations may include requests by The School for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation.

4.3.4 Nature of Negotiations

The School and the Negotiations Proponent will enter into discussions to develop the Scope and Fee Schedule, and finalize any project specific terms and conditions. Through the discussions, the Negotiations Proponent and The School will clarify and confirm expectations and solidify details with respect to the detailed work plan, team members and scheduling. The School does not intend to negotiate changes to the Consulting General Conditions. If an Agreement is reached between the parties, the services, fees and any project specific details agreed to for the project or the initial Phase will be documented in a Scope and Fee Schedule to be attached to the Agreement Letter.

4.3.5 Failure to Enter Into Agreement

Proponents should note that in accordance with the process rules in this Part 4 – Rules Governing the RFP Process and the Submission Form (Appendix E), there will be no legally binding relationship created with any proponent prior to the execution of the written Agreement.

If The School cannot execute an Agreement with the Negotiations Proponent within the allotted thirty (30) days, The School may discontinue further negotiations with the Negotiations Proponent and the next-highest-rated proponent will become the next Negotiations Proponent. This process will continue until the Agreement is formalized, until there are no more proponents remaining that are eligible for negotiations or until The School elects to cancel the RFP process. When The School and the Negotiations Proponent have negotiated the Scope and Fee Schedule and they are prepared to execute the Agreement, that Negotiations Proponent will become The School's Contractor.

4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once the Agreement is executed by The School and a proponent, the outcome of the procurement process will be posted or otherwise communicated in writing to the other proponents by the School Contact.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process as set out in Section 4.3.6. All requests must be in writing to the School Contact.

4.3.8 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the School Contact, and The School will respond in accordance with its procurement protest procedures.

4.4 CONDITIONS OF PARTICIPATION

4.4.1 Disqualification for Prohibited Conduct or Dispute

The School may disqualify a proponent or rescind an Agreement subsequently entered into if, in the sole and absolute determination of The School, the proponent has engaged in any conduct prohibited by this RFP or if The School's "Procurement Policy for a Party with a Dispute with The School" applies to the proponent..

4.4.2.1. Conflict of Interest

The School may disqualify a proponent or terminate an Agreement with such proponent for any conduct, situation or circumstances, determined by The School, in its sole and absolute discretion, to constitute a Conflict of Interest. A proponent must not engage in any Conflict of Interest or communications that could breach its Conflict of Interest obligations, and must declare any actual or potential Conflict of Interest in the Submission Form (Appendix E).

4.4.2.2 Prohibited Proponent Communications

A proponent may not at any time, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) in relation to this RFP or an Agreement entered into pursuant to this RFP without first obtaining the written permission of the School Contact.

Proponents must not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another proponent or proposal, or publicly promote or advertise their own qualifications, interest in or participation in the RFP process without first obtaining the written permission of the School Contact. For clarity, this does not prohibit disclosures necessary to permit the proponent to discuss the Requirements with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation in providing the Requirements.

4.4.2.3 No Lobbying

A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

Without limiting the generality of the above statement, at any time during the RFP process, proponents, their team members or any of their respective employees or representatives are prohibited from contacting, or attempting to contact, either directly or indirectly, any of the

following persons or organizations on matters related to the RFP process, the RFP documents, or the proposals:

- (a) any member of the evaluation committee or any member of any sub-committee of the evaluation committee (if applicable);
- (b) any Contractor, expert or advisor assisting The School or the evaluation committee;
- (c) any person employed or engaged by The School or any person who was previously employed by The School and who would have information relating to the procurement of the Requirements, other than the School Contact;
- (d) any member of the The School or any member of a councillor's staff;
- (e) any other proponent or proponent representative; or
- (f) any directors, officers or Contractors of any entity referenced in this Section 4.4.2.3 (a) through to 4.4.2.3 (f).

4.4.2.4 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents must not engage in any unethical conduct, including engaging in inappropriate communications such as described in Section 4.4.2.2 or 4.4.2.3, or offering gifts to members of Council, employees, officers or other representatives of The School, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.4.3 Other Grounds for Exclusion

The School may prohibit a proponent from participating in a procurement process based on:

- (a) the proponent's inclusion on the list of Ineligible Persons in the Information Table and described further in Section 4.4.4 below;
- (b) bankruptcy or insolvency;
- (c) false declarations;
- (d) significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior contract or contracts;
- (e) final judgment in respect of serious crimes or other serious offences;
- (f) prohibited conduct in a prior procurement process;
- (g) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the proponent, including the failure to honour its pricing or other commitments made; or
- (h) any other conduct, situation or circumstance determined by The School, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.4.4 Ineligible Persons

(a) The Ineligible Persons listed in the Information Table, as well as their employees, former employees who have any information relating to this RFP, affiliates, and any of their subcontractors, advisors, Contractors or representatives engaged in respect of this RFP, are not eligible to participate as a proponent or to advise or assist a proponent in any way in relation to the RFP Process or the RFP.

(b) A proponent may seek The School's permission to allow an Ineligible Person or its affiliate or former employee to participate as an employee of or advisor to the proponent. To request permission or to determine whether or not such affiliate or former employee is an Ineligible Person, a proponent must submit a Proponent Question to the School Contact as early as possible and in any event, prior to the Deadline for Proponent Questions, that includes the following:

- (i) the full legal name of the Ineligible Person, affiliate or former employee that the proponent wishes to include on its team or as an advisor to the proponent;
- (ii) details of any work that the Ineligible Person or its affiliate or former employee has carried out in relation to the RFP or such person's relationship that creates a potential Conflict of Interest; and
- (iii) a description of the policies and procedures that will be put in place to manage or mitigate the impact of any potential Conflict of Interest.

(c) upon receipt of a request pursuant to Section 4.4.4(b)(iii), The School will, in its sole discretion, make a determination as to:

- (i) whether it considers there to be a Conflict of Interest, and if so,
- (ii) whether the Conflict of Interest can be managed, mitigated or minimized.

(d) If The School determines, in its sole discretion, that an affiliate or former employee of an Ineligible Person or of The School has a Conflict of Interest, the impact of which cannot be properly managed, mitigated or minimized, The School will deny the request for a change in status for that Ineligible Person or its employee or affiliate.

(e) If The School determines, in its sole discretion, that a Conflict of Interest can be managed or mitigated using appropriate measures, The School may, in its sole discretion, allow the Ineligible Person, affiliate or former employee to participate in the RFP Process on such terms and conditions as The School, in its sole discretion, may require.

(f) The School may, in its sole discretion, amend the Ineligible Persons list in the Information Table from time to time during the RFP Process, by addendum.

4.5 CONFIDENTIAL INFORMATION

4.5.1 Confidential Information of The School

All information provided by or obtained from The School in any form in connection with this RFP either before or after the issuance of this RFP, including any intellectual property information:

- (a) is the sole property of The School and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract;
- (c) must not be disclosed without prior written authorization from The School; and
- (d) will not be used in any way that is detrimental to The School.

If requested by The School, all confidential School information must be returned by proponents to The School, or destroyed if held in electronic format, within 10 days of such request. In addition, each proponent agrees that it will be responsible for any breach of the provisions of this section by any person to whom it discloses confidential School information including, for greater clarity, the proponent's employees, representatives, team members and their employees, representatives and advisors.

4.5.2 Confidential Information of Proponent

Proponents are advised that The School is governed by Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP") and The School may be required to disclose all or part of a proponent's proposal pursuant to FOIP.

Proponents are also advised that FOIP may provide protection for confidential and proprietary business information. Proponents should identify any confidential or proprietary information in their proposal or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way in which such information should be identified. Subject to the provisions of FOIP, The School will make reasonable efforts to maintain the confidentiality of information identified as confidential or proprietary, except as otherwise required by law or by order of a court or tribunal or by order or decision of the Information and Privacy Commissioner (Alberta).

Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to The School's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the School Contact.

4.6 PROCUREMENT PROCESS NON-BINDING

4.6.1 No “Contract A” and No Claims

The procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. No legal relationship or obligation regarding the procurement of any service or related goods will be created between the proponent and The School by the RFP process until the successful negotiation and execution of the Agreement for the acquisition of such services and related goods. For greater certainty and without limitation:

- (a) this RFP will not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither any unsuccessful proponent nor The School will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

4.6.2 Cancellation

The School may cancel or amend the RFP process without liability at any time.

4.7 GOVERNING LAW AND INTERPRETATION

4.7.1 Governing Law

The terms and conditions in this Part 4 – Rules Governing the RFP Process:

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

Any action or proceeding relating to this RFP process must be brought in any court of competent jurisdiction in the Province of Alberta and for that purpose the proponent irrevocably and unconditionally submits to the jurisdiction of the Alberta courts.

4.8 BUYING GROUP AGREEMENT

4.8.1 Buying Group

From time to time, The School may enter into an agreement with other public entities in the Province of Alberta for procurement purposes (“Buying Group Agreement”). Although the description of the Specifications does not contemplate the requirements of any other public entity that is a party to the Buying Group Agreement, the Contractor, in its sole discretion, may offer similar services (as provided by the Contractor to The School) on the same terms and at

the prices agreed upon between the Contractor and The School to another public entity that is party to the Buying Group Agreement. Agreements between another public entity and the Contractor for services will be made directly between the Contractor and that public entity without any involvement or obligation of The School. The School accepts no liability or obligation in respect of the Contractor's agreement with another public entity or for any potential default of such agreement by that public entity.

[End of Part 4]

APPENDIX A FORM OF AGREEMENT LETTER

Agreements resulting from this RFP process will include the attached form and a completed CCDC 2 Stipulated Price Contract to form the complete contract.

NOTE: CCDC 2 will supersede any other documents.

Date:

Attn:

Address

Attention:

Re: RFP 001 Hugh Sutherland School Sports Field Reconstruction

Dear _____:

Chinooks Edge School Division (“The School”) is very pleased to provide your company (the “Contractor”), with this letter of agreement documenting the terms of engagement to provide the Requirements set out in the Procurement Document and as further described in the Agreement, to The School.

The purpose of this Agreement Letter is to summarize the terms and conditions between The School and the Contractor with respect to the deliverables, and to clarify that the agreement for the deliverables is comprised of the following documents:

- (a) this Agreement Letter;
 - (b) any Special Conditions included in Schedule 2 – Special Conditions;
 - (c) The School’s Consulting General Conditions, attached as Schedule 1;
 - (d) the attached approved Scope and Fee Schedule, as may be modified by any supplemental Scope and Fee Schedule approved as set out in Section 4 herein; and
 - (e) the Procurement Document, including any addenda;
 - (f) the Contractor’s response to the Procurement Document (the “Contractor Submission”)
- (all listed items collectively, the “Agreement”).

In the event of any ambiguity, conflict or inconsistency between or among the documents comprising the Agreement, those documents will be construed, interpreted and applied so as to give effect to their express terms, in the order of precedence set out above so that the first mentioned document above will prevail notwithstanding

Unless defined in this Agreement Letter, capitalized terms are as defined in the Consulting General Conditions attached hereto.

Additional Agreed Terms

1. The Rates for the Agreement are as follows:
*****See attached approved Scope and Fee Schedule.*****
Agreement Rates are subject to Goods and Services Tax (“G.S.T.”), to show separately on all invoices.
2. The payment terms for the Agreement are as follows:
Subject to Article 5 of the general conditions, payments shall be made after achievement of each of the agreed milestones after submission of the contractors invoice in a form acceptable to The School and acceptance of the milestone completion by The School Representative.

Payments of additional services and reimbursable expenses will require pre-approval by school representatives, included with each invoice with supporting documentation.

3. The Effective Date of this Agreement is the date of signing this Agreement Letter by The School and Contractor.
4. The expiry date for the Agreement will be signed by both parties, also specifying any extension terms if applicable, representing the date in which all outstanding fees are to be paid without penalty or surcharge.

The parties intend for this Agreement to encompass the following project Phases:

Phase 1 Excavation/Demo

Phase 2 Grading

Phase 3 Blending

Phase 4 Resurfacing

Phase 5 Sodding

Phase 6 Establishment

After completion of the first or any subsequent Phase, The School and contractor will collaboratively negotiate the scope and expected timelines for that subsequent listed Phase, and document the same in a supplemental Scope and Fee Schedule. When duly signed by both parties, the supplemental Scope and Fee Schedule will become part of the Agreement and subject to the Agreement.

Notwithstanding any agreement as to the number of Phases awarded to the Contractor, in addition to the termination provisions in Article 9 of the General Conditions, The School may elect by written notice, at the completion of any Phase, not to proceed with any or all of the subsequent Phases earlier anticipated, if in its sole discretion The School determines that election to be in The School's best interests based on preliminary results, budgetary constraints, Contractor performance, a change in Council direction or lack of any required approval, or any other reason.

5. Parties designated representatives:
 - a. The School Representative and address for all matters related to this Agreement is **Darrel Dyvig** ddyvig@cesd73.ca, 403-588-8984, Director of Facility Services, Chinook's Edge School Division.

The School Representative is the primary contact for all operational communications with The School on all matters related to this Agreement. Any amendments to this Agreement, however, will require other approvals and will not be binding upon The School unless incorporated into a duly signed supplemental Scope and Fee Schedule.

- b. The Consultant Representative and address for all matters related to this agreement is **Jason Pick, 4500, 50th St, Olds AB, T4H 1R6 403-556-8243, abturfresearch@gmail.com** Either party may notify the other party in writing of any change to their Representative or their contact details.
6. The following items (if any) are expressly deleted from the Contractor's Submission and will not form a part of this Agreement:

Execution

This Agreement Letter may be executed in counterpart and (i) delivered in person or (ii) sent by prepaid courier service or (iii) scanned and sent by electronic transmission, and when so executed and delivered to Chinooks Edge Facility Services, 4404 42 Ave, Innisfail, AB T4G 1P6 each will be deemed an original.

We request that you confirm your receipt of this Agreement Letter and your agreement with all terms and conditions of the Agreement as set out herein by signing where indicated below and returning the executed letter to the School Representative on or prior to 1:00 p.m. MST on **[insert date]** in order to enable The School to issue the purchase order for the Agreement.

Sincerely,

By signing this Agreement Letter in the box below, each party confirms the Agreement Letter is signed by an authorized representative and that the full Agreement is accepted and binding as set out herein.

Agreed to this ___ day of _____, 20__

Agreed to this ___ day of _____, 20__

For the Contractor

For The School

SCHEDULE 1 - CONSULTING GENERAL CONDITIONS

Agreements resulting from this RFP process will be subject to the attached terms and conditions.

Nothing in this clause is intended to create a contractual relationship between the Contractor and such other consulting parties.

The Consultant will routinely provide quality control evaluations of the on-site construction, and provide the School representative updates as each phase is completed. The consultant may accept phone messages, email or text outside normal working hours as required.

Nature of Relationship – This is an agreement for services, and intended by the parties to create an agreement. Subject to this agreement, the Consultant will observe and communicate agreement inconsistencies such as:

- A. The manner, methods, techniques and/or procedures for the Contractor's performance of the Services;
- B. The Contractor's work schedule, days and hours of work, the order in which the Services are performed, and the amount of time spent by the Contractor performing the Services. The consultant shall ensure that the Schools needs can be generally served, normal working hours are expected between 8 a.m. and 5 p.m. Monday to Friday.
- C. The Consultant may retain and hire other employees to assist in the provision of the Services, at cost to the consultant.
- D. Fees for consultant will be acknowledged in a separate agreement on a per hour basis.

SCHEDULE 2 – SPECIAL CONDITIONS

1. Required Documents.

As set out in Section 3.6 of the RFP, the Contractor chosen under this RFP must, at its own expense, provide the items listed below to The School. The School must receive these items prior to signing the Agreement Letter:

- (a) Proof of registration with Alberta Registries under the *Business Corporations Act* (Alberta);
- (b) Policies and Procedures – The Contractor shall comply, at its expense, with all of the Schools policies and procedures, and with all applicable industry standards and laws.
- (c) Conflict of Interest – During the term of this agreement the Contractor shall well and faithfully serve the School and its representatives
- (d) Errors and Omissions – The Contractor shall be not be liable to the School or procured subcontractor for any errors, omissions or deficiencies, for any loss, costs or damage suffered by the School (or employees and officers) arising out of the performance of the Services, provided that the Contractor makes all efforts to to fully cure or remedy sucherror, omission or deficiency within 30 days after receiving written notice from the School specifying the error, omission or deficiency.
- (e) Insurance – The Contractor assumes all risk and liability for personal injury or damage to their personal property in the carrying out of this agreement and for which adequate levels of insurance coverage is deemed to have been obtained by the Contractor.
- (f) Termination of The Contract by the Contractor requires a minimum 30 days written notice of termination (sooner if feasible), for purposes of re-hiring, transition and training.
- (g) If the School provides notice of termination, the School may elect to immediately terminate the agreement by paying the contractor any accrued or unpaid fees of the last completed phase, and dues forecasted of the next phase reflective of the signed fee schedule. This fee will include any outstanding consultant fees payable to the consultant.
- (h) Termination by the School for Breach of Agreement – Notwithstanding any other provision in the agreement, the School may terminate this agreement without notice or payment in lieu of notice if the Contractor fails to perform the Services to the satisfaction of the conditions specified, or having acted unreasonably or breaches any provision of this agreement, or failing to cure or remedy such failure or breach within 30 days after receiving written notice from the School specifying the nature of such failure or breach.

Schedule 3

The scope and fee will be set out in the attached form as indicated in Section 4.3.4 of the RFP.

Scope and Fee Schedule	RFP 001
Project: Athletic Park Sports Field Reconstruction	
Contractor Name:	
<p>The intent of this form is to finalize the scope and fee negotiation from the RFP process. This form is expected to be an iterative process between the Contractor and the School Representative, with the document not complete until fully signed-off in Part D below. The Scope and Fee Schedule is only legally binding after the execution of the Agreement.</p>	
PART A: SCOPE OF WORK	
<ul style="list-style-type: none"> Phase 1 Excavation Phase 2 Grading Phase 3 Blending Phase 4 Resurfacing Phase 5 Sodding Phase 6 Establishment 	
PART B: PROJECT SCHEDULE	
<ul style="list-style-type: none"> Phase 1 Excavation July 7,2024 Phase 2 Grading July 14,2024 Phase 3 Blending July 7-21, 2024 Phase 4 Resurfacing July 21,2024 Phase 5 Sodding July 24,2024 Phase 6 Establishment August 1,2024 	

PART C: KEY PERSONNEL

Empty box for key personnel information.

PART D: FEE BREAKDOWN

Phase 1 Excavation

Phase 2 Grading

Phase 3 Blending

Phase 4 Resurfacing

Phase 5 Sodding

Contractor to provide two price options :

- 1. Contractor providing adequate watering for two week period following sod installation.
- 2. Contractor NOT providing any watering following sod installation.

Phase 6: Establishment

Total cost of all Phases with Contractor providing watering not including GST

Total cost of all Phases without Contractor providing watering not including GST

PART E: ACKNOWLEDGEMENT AND SIGN-OFF

After the School Contractor has agreed to the Scope and Fee Schedule as set out above, the Representatives will sign below to indicate their acknowledgement. This document will be submitted with The Agreement for signatures.

Agreed this day of _____, _____

For the Contractor _____

Authorized Signature

<hr/> Print Name
For the School <hr/>
Authorized Signature
<hr/> Print Name

APPENDIX B – REQUIREMENTS

A. INTRODUCTION

The School requires the services of an experienced sports field specialist team to provide reconstruction of the Class 4 athletic field at Hugh Sutherland School for the purpose of football. Site assessment should consider sports fields that will be able to withstand variable climatic conditions, such as extreme daily temperature differentials (example -40C to +10C in one day) along with the associated pressure differentials. As this work may relate to work of other Contractors, it is expected that the Contractor(s) will coordinate work with all stakeholders and contractors as required.

B. ADDITIONAL DEFINED TERMS

Turf: refers to a living, grassed sports field surface.

Class A, B, and C/D: Class A, B, and C are natural sports fields surface classifications. The class refers to the quality, maintenance and amenities related to the amenity. The higher the classification, the better the amenities and maintenance provided. Unlike class A and B fields, class C/D fields are located in athletic parks with no staff on site. The Hugh Sutherland Field renovation project specifies to be constructed to Class C/D classification per Sports Turf Canada Field Construction Specification, modified which will NOT include subsurface drainage lines beyond subsurface grading. Future improvement allows potential installation of irrigation lines, slit drainage, and sand topdressing/profile modification. Additional clarity around sportsfield classification may be found pg 2 in the Sportsfield construction manual [LINK](#)

Community sites: refers to playfields surrounded by primarily residential and commercial uses. If correctly constructed and maintained, the School provides a safe community site for sporting activities and like events.

Natural Turf: refers to natural grass sports field surface.

Sport Field Strategy The School has undertaken the development of a sport field strategy to ensure that a consistent, agreed upon construction category will achieve current needs and immediate future field requirements. (Category C/D) The purposed Sports Field Strategy aligns to The School's role in providing sport fields with current needs, best practices, available infrastructure.

C. BACKGROUND

The Hugh Sutherland School has Committed to a high school athletics program. Upon discussion with the School representative, the Class C/D field will adequately meet the needs of its students and sports program for the indefinite future.

D. THE REQUIREMENTS

1. Overview

1.1 This project is to provide a safe and effective School Sports Field for Hugh Sutherland School intent on forming a school sports teams. The decision to construct a class C/D field (vs class A) was concluded due to the early stages of team caliber and subsequent needs, reflective of the modest investment by comparison to sand profile of Class A/B fields. The Contractor will supplement the final report with a best maintenance practices program for maintaining the field based on its soil texture, estimated usage and available resources.

1.2 The overall goals and deliverables of the project include:

Deliverables: Contractor

Phase 1. Excavation

Stripping the existing field into piles will be made on-site, appropriate for blending and mixing with imported sand/sandy loam. Sufficiently excavated to 300mm (+-10mm), stock piling useable topsoil will be staged appropriately to facilitate blending.

Phase 2 Grading

Excavated field cavity will be subgraded to ensure 1% grade from centerline to side line to facilitate subsurface & surface drainage. The subgrade will mimic the grades rootzone, allowing consistent 300mm depth of topsoil adequate for healthy turfgrass rooting.

Phase 3: Blending

Existing insitu topsoil varies in quality and depth, therefore clay separated from the excavated loam will be disposed of. All remaining quality loam will be amended as necessary with imported sand to reach the 26-35% silt + clay texture, consistent with Class C/D profiles. The modified soil will have greatly improved water infiltration and holding capacity, compaction resistance, and sufficient porespace to give sod adequate strength and density for aggressive play. It is estimated that approx 1500t will be required to be mix with existing topsoil. Estimate may vary

Phase 4: Resurfacing

Following sufficient blending of the insitu topsoil and imported sand, the rootzone will be spread evenly to 300mm depth across the clay subgrade and graded to 1% from centerline to side line matching the graded clay subgrade..

Phase 5: Sodding

Following the completion of the topsoil resurfacing, big roll, kentucky bluegrass/ryegrass mix will be laid to the entire rootzone, in accordance with sound agronomic practices.

Phase 6: Establishment

Following sod installation, the surface will require routine irrigation with the absence of adequate rainfall. Contractor to provide two price options :

3. Contractor providing adequate watering for two week period following sod installation.
4. Contractor NOT providing any watering following sod installation.

- a. The scope of the Contractor includes but may not be limited to quality control of the aforementioned phased requirements.

2. Quality control - Consultant

- 2.1 Phase 1: Excavation** - The Consultant assists in quality control ensuring rootzone quality is consistent and adequate separation of clay to loam is appropriate for mixing, reflective of 36-45% silt + clay through texturing/ribbon test, and periodic sieve testing.
- 2.2 Phase 2: Grading:** The Consultant will ensure subgrade of clay is graded to 1% centerline to side lines. While standard category 3 fields require subsurface drainage spaced at 3 meters (STA sportsturf manual [pg3](#)), the arid climate in Alberta will forego these drainage requirements.
- 2.3 Phase 3 - Blending :** The Consultant will ensure adequate blending of sand/loam will create a consistent sand loamy rootzone consistent
- 2.4 Phase 4 - Resurfacing:** The consultant will ensure replaced and amended topsoil to 300mm spec consistently across the surface of the excavated area, matching grade as closely as possible to 1% subgrade as possible.
- 2.5 Phase 5: Sodding:** Proceeding to the next phase will depend on budget approval, requiring management approval. Alternatives by seeding vs sodding may be evaluated with budget review after phase 4. Irrigation will be required immediately after Phase 5 is complete (same day)
- 2.6 Phase 6: Establishment:** Proceeding to the establishment phase includes regular irrigation, applying starter fertilizer, and traffic control until established. This phase may be negotiated to be completed by School representative/technician(s).

3. Process and Reporting

The Contractor will be reporting directly to The School's representative (composed of The School's subject matter experts).

.1 Approval process:

- .a Owner: The Owner will work collaboratively with the Contractor on each phase of work. Direction and approval to be agreed upon prior to each phase of work, dependent on the satisfactory completion/quality control of the prior phase.
- .b Once all six phases of work are complete, the Contractor will present the draft report to the Owner for approval.

.2 Expectation:

- .a Provide regular updates on work to Owner.
- .b Organize a kick off meeting prior to mobilization to site.
- .c Communicate frequently with the School.

.d Provide recommendations where efficiencies on deliverables or schedule can be found.

4. Construction Resources

- Category C/D Field. This category of field has a 300 mm
 - Deep root zone of in situ or imported soil allows 25-35% silt plus clay. For this category of field the in situ soil is removed to a depth of 300 mm to permit adequate clay grading and offsite blending
 - The field will be designed without an irrigation system.

- **Sports turf Association - Athletic Field Construction Manual** [LINK](#)

5. Ideal Contractor Experience and Qualifications

The Contractor should exhibit strong research, analysis, and field management experience as a large proportion of the work will be on providing recommendations based on best practice given the soil texture achieved in the field. The preferred sport field construction team is also multi-disciplinary and may include individuals from the following disciplines: professional planner, a registered landscape architect, an individual with experience operating and/or constructing sports fields, golf course construction and renovation, and/or a turf specialist.

With a tight timeline, the Contractor will be working closely with The School's internal working group and consultant. The Contractor should also have previous experience or knowledge with the development of natural surfaces in northern climates, especially climates with large negative to positive temperature swings and the associated pressure swings.

APPENDIX C – EVALUATION

A. SUMMARY: EVALUATION MATRIX

Proposals will be evaluated and short-listed or rejected based on the following selection criteria:

Selection Criteria	Point Value	X	Rating	Total Score	Comments
Fee Structure	8				
Experience of Proposed Company and References	4				
Local Resources	2				
Scheduling	4				
Innovation and Value Added Service	2				
Service, Support and Warranty	2				
Total Points	22		110		

The following table provides a brief description and relative weight for each of the criteria.

Rating	Description
5	Exceeds Expectations. Bidder clearly understands the requirements. Excellent probability of success.
4	Somewhat exceeds expectations.
3	Meets expectations. Bidder has a good understanding of requirements. Good probability of success.
2	Somewhat meets expectations. Minor weakness or deficiencies. Fair probability of success.

[Table Continues on next page]

<p>1</p>	<p>Does not meet expectations, or demonstrate understanding of the requirements, low probability of success.</p>
<p>0</p>	<p>Non-compliant. Response indicates complete misunderstanding of the requirements. No probability of success.</p>

*Note: A score of ZERO (0) on ANY of the Rated Criteria items MAY result in the disqualification of a Submission.

APPENDIX D – PRICING FORM

Instructions:

1. Complete the table below by providing your proposed hourly rate.
2. All prices must be flat rate only as ranges (i.e. \$40 - \$60) will not be considered.
3. The proposed hourly rate must be inclusive of all labour costs, all insurance costs, equipment costs, and all material costs. Any additional costs unavoidably incurred must be communicated and pre-approved in writing by The School representative prior to submission of any invoices for payment of them. (email will suffice for confirmation)
4. All unit prices will be honored for a period of three (3 months) after official award.. Thereafter, a yearly price adjustment for inflation is to be no more than that indicated in Statistics Canada Monthly Consumer Price Index, and are subject to negotiation to reflect local and national economic conditions, or re quoting will be necessary at the discretion of the contractor.
5. The Hourly Rate will be used for evaluation purposes in the formula to calculate each proponent's Pricing Score.
6. All proposed pricing must be in Canadian currency and **exclusive** of GST.

A. Table of Proposed Prices

Item	Description	Hourly Rate* (May be a blended rate)	
	Required services as outlined in Appendix B	\$	Total Price Firm
1	Phase 1: Excavation		
2	Phase 2: Grading		
3	Phase 3: Blending		
4	Phase 4: Resurfacing		
5	Phase 5: Sodding		
6	Phase 6: Establishment		

* Pricing may be a blended rate that is an average of an hourly rate for one or more experienced and senior level persons providing required services and an hourly rate for one or more moderately experienced and/or more junior level persons providing services.

A senior level person is expected to carry out all services listed in Appendix B - Requirements. However, a junior level person may write drafts of reports, or gather or organize information for review, or carry out similar tasks that support the work of the senior level person.

**** Quoted price to be firm bid/price ****

APPENDIX E – SUBMISSION FORM

TO:	Hugh Sutherland School Sports Field
School CONTACT:	Darrel Dyvig
RFP NUMBER:	001
PROJECT TITLE:	SPORTS FIELD RECONSTRUCTION
DATE:	
Full legal name of proponent:	
Any other name by which the proponent carries on business:	
Address (including School, province/state, country, postal code):	
Proponent website (if any):	
Name and title of Proponent Representative:	
Proponent Representative phone and email address:	<i>The proponent is solely responsible for ensuring that the proponent contact email account will accept all emails from The School.</i>

1. Information and Communication

By submitting a proposal, the proponent confirms all of the following:

- (a) If we are invited to become the Contractor, we will provide to The School all documentation noted in this RFP as being required.
- (b) We have not discussed or communicated, directly or indirectly, with any other proponent or any Ineligible Person, any information whatsoever regarding the preparation of our proposal or the proposal of the other proponents in a way that would compromise the competitive RFP process;

- (c) We have prepared and submitted our proposal independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other proponent or Ineligible Person;
- (d) To the best of our knowledge after reasonable inquiry, we, our employees, team members and representatives, have:
 - (i) conducted ourselves with integrity and propriety;
 - (ii) not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFP selection process;
 - (iii) not engaged in any inappropriate bidding practices or unethical behaviour in the course of this RFP; and
 - (iv) complied fully with the rules set out in the RFP and the provisions of any confidentiality agreement entered into in connection with the RFP.
- (e) If any background reports, reference documents or project information were provided to us by The School in the course of the RFP process, we confirm our proposal is based on and relies solely upon our own examinations, interpretations, and judgment of such information and not upon any statement, interpretation, or representation made by The School in any way whatsoever.

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until The School and the Contractor have executed the Agreement.

3. Ability to Provide Requirements

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the type of Requirements required under this RFP. The proponent accurately represents its ability to provide the Requirements required under this RFP in accordance with the requirements of this RFP and has provided a list of key staff members and any subcontractors proposed to be relied upon to perform the proposed Agreement. By submitting a proposal, the proponent confirms that it is available to commence within one week following execution of the Agreement, or within the time agreed to by The School.

4. Mandatory Submission Requirements

The proponent encloses as part of the proposal all mandatory items listed in the Information Table.

Notice to proponents: All requested items or information that is required to comprise a complete proposal for evaluation must be submitted with the proposal, even if such items are not listed here. Further information about submission requirements is found in Section 3.2.

5. Addenda

The proponent confirms that it has read and accepted all addenda issued by The School. The proponent acknowledges that it is solely responsible for making any necessary amendments to its proposal based on the addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this Section, the term “Conflict of Interest” is defined in the “Defined Terms” section at the beginning of this RFP.

If the box below is left blank, the proponent is deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the Agreement contemplated in this RFP.

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

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the Agreement contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Name of Individual:
Job Classification at School:
Department at School:
Dates of Employment with The School (past or current):
Name of Last or Current Supervisor at The School:
Brief Description of Individual’s Job Functions at The School:
Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:

(Repeat above for each identified individual, inserting extra pages if required)

The proponent agrees that, upon request, the proponent will provide The School with additional information about each individual identified above in the form prescribed by The School.

8. Supplier Code of Conduct Compliance

Where applicable, the proponent acknowledges that it is a requirement that all suppliers of The School, and their subcontractors and suppliers to School projects, comply with the Supplier Code of Conduct.

The proponent declares that it is in full compliance with any provided Supplier Code of Conduct and agrees to maintain said compliance throughout the duration of any Agreement, so far as it is within its control to do so.

9. 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 School to The School's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

10. Proponent Authorized Signature

On behalf of the proponent, I ACKNOWLEDGE AND AGREE that:

- (a) By signing this form, I confirm I have the full authority of the School to represent the proponent in all matters relating to the proposal and I confirm that the proponent agrees to be bound by all of the terms and conditions of this RFP and waives any and all rights to claim or argue that it was not aware of any provision of this RFP.
- (b) I may sign this Submission Form by handwritten signature or by Electronic Signature and either of them will be considered sufficient to bind the proponent named in the proposal; and
- (c) By submitting this Submission Form with an Electronic Signature, the proponent is deemed to have consented to the use and acceptance of such Electronic Signature and acknowledges that such Electronic Signature has the same force and effect as a handwritten signature.

NOTE TO PROPONENTS: The proponent must sign the Submission Form in a manner which legally binds the proponent. For handwritten signature, you may adjust the number of signing lines as required or submit multiple signature pages as needed.

Signature of Authorized representative

Printed Name/Title of Authorized Representative Signing Proposal bid

APPENDIX F – OTHER ATTACHMENTS

A: Project Specific Attachments

None for this RFP.

B: RFP Specific Attachments

B1: REFERENCE FORM

Utilize this template for your submission if requested.

Reference (state section number referenced)	
Company Name:	
Company Address:	
Contact Name and Position:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Work:	

APPENDIX G – CONTRACTORS SAFETY DOCUMENT

Attached as a separate document

APPENDIX H – STIPULATED PRICE CONTRACT CCDC2

Attached as a separate document