



Request for Tender

Project No: 2026-22-2026

Published Date:

September 25 2026

Submission Instructions:

Electronic submissions only, shall be received by the Bidding system, no later than **2:00:59 PM (Alberta Time) on October 22, 2026**

Request for Tender– Snow and Ice Control (SNIC) Services

Proposals must be received by the submission deadline outlined above, electronically, through the Bidding System. The closing time and date shall be determined by the Bidding System's clock. Late submissions are not permitted by the bidding system.

Proponents are cautioned that the timing of the Proposal submission is based on when the proposal is received by the Bidding System, not when a Proposal is submitted by the Proponent, as Proposal transmission can be delayed due to file transfer size, transmission speed etc. For these reasons, it is recommended that Proponents allow sufficient time to upload their Submission and attachment(s) (if applicable) and to resolve any issues that may arise.

The city will not accept Proposals by fax, email or hard copy.

This Request for Tender is issued by the City of Cold Lake (the "City"). This Tender consists of the following sections:

1. Part 1 – INVITATION AND SUBMISSION INSTRUCTIONS
2. Part 2 – GENERAL CONDITIONS OF PROPOSAL
3. Part 3 – Respondent Acknowledgement / SIGNATURE FORM
4. Appendix A
5. Appendix B
6. Appendix C
7. Appendix D
8. Appendix E

Important Notice for this Opportunity

The City of Cold Lake has moved to a fully integrated online eProcurement Tool bids&tenders which allows vendors to view, register and submit bids entirely online in one quick, easy and convenient location.

- The Bid document(s) for this opportunity has been posted on <https://coldlake.bidsandtenders.ca> for viewing and downloading.
- Bid submission will be received online only, through the Bidding System.

There are **no** fees or charges for accessing or downloading City of Cold Lake Opportunities on bids&tenders.

Requirements:

1. Bidding System and Plan Taker

All Proponents shall have a Bidding System **Vendor account** and be registered as a **Plan Taker** for this Bid opportunity. Registering as a Plan Taker will enable the Proponent to download the Bid Call Document (without the watermark “Preview” on them), to receive Addenda/Addendum email notifications, to download Addenda and to submit their bid electronically through the Bidding System.

Proponents interested in this opportunity are invited to create a fee Bidding System Vendor account at <https://coldlake.bidsandtenders.ca> and click on the “Create Account” button. To register as a Plan Taker, click on the “Register for this Bid” button.

The opportunity can however be previewed with a watermark on it (only PDF’s), without creating a account.

The links provided below provide guide on how to create a Vendor account.

- <https://bidsandtenders.zendesk.com/hc/en-us/articles/360001984031-How-do-I-create-an-account-with-%20%20bids-tenders->
- <https://attendee.gotowebinar.com/recording/8673069059479882497>

Please note that any Bid(s) received from a Proponent that is not a registered as a Plan Taker for this particular Bid, will be disqualified from the Competition.

2. Questions

Questions related to this Bid are to be submitted to the City Contact through the Bidding System only, by clicking on the “**Submit a Question**” button for the specific Bid opportunity.

3. Submission Confirmation

After a Bid is submitted, the Bidding System will send a confirmation email to the Proponent advising that their Bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders at support@bidsandtenders.ca Late Bids will not be accepted.

4. Submission Format

Proponent should complete the online form(s) and upload the required documentation **per each rated criteria section** as set out, in PDF format or Excel format (if applicable). Proponents should not merge all documents into a single PDF; the documents should be split out as provided in the system for submission upload. If however, a Proponent needed to upload more than one (1) document per category or criteria, the documents should be combined into a single PDF file.

5. Addenda

Proponent(s) shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System by checking a box for each addenda and any applicable attachment.

If a Proponent submits their bid prior to the Bid closing time and date, and an addenda is issued, the Bidding System shall **WITHDRAW** the Bid submission, and the bid status will change to an **INCOMPLETE STATUS** and **Withdraw** the Bid. An incomplete status mean that the City has not received the Bid. The Bidder can view this status change in the “MY BIDS” section of the Bidding System.

The Proponent is solely responsible to:

- i. make any required adjustments to their Bid; and
- ii. acknowledge the addenda; and
- iii. Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than the stated bid closing time and date.

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1. INVITATION TO PROPONENTS

This Request for Tender (“RFT”) is an invitation by the City of Cold Lake (the “City”) to solicit tenders from experienced and qualified companies/contractors with proven ability to provide **Snow and Ice Control Services** at various locations within the City on an “as and where required” basis.

This Tender package includes a standardized “Tenders and Contract” document and specification sheet that must be completed in order to be recognized for the service.

All bid amounts shall be indicated in figures and shall identify any other associated costs and all other taxes etc. but exclude GST.

Tenders will be evaluated based on compliance with the requirements of this RFT and the pricing submitted. The City is not obligated to accept the lowest-priced tender and reserves the right to accept any tender deemed to be in the best interest of the City.

The successful bidder will be required to enter into a formal Agreement with the City for the provision of the Services. The anticipated Contract Date is as set out in Section 1.3, Table 1. The initial term of the Agreement will be one year, extend to October 31, 2027, with the option, at the City’s sole discretion, to renew for up to three (3) additional one-year terms.

1.2. PROJECT OVERVIEW

1.2.1. Introduction

The purpose of this request for tender is to solicit bid for the SNIC services, as described in Appendix A (Scope of Work). The initial term of the contract will be one (1) year, with the option to renew for up to three (3) additional one-year terms, at the City’s discretion.

1.2.2. Brief Description of Work

A brief description of the Goods and Services being requested includes, but is not limited to:

- a) Mobilization & demobilization including, but not limited to, insurance, permits, notifications to public and business, temporary traffic accommodation including signage set up and removal, and site clean up to the City’s satisfaction;
- b) Snow and Ice removal services required to ensure safe operation for pedestrian and vehicle passage along specified roadways within the City of Cold Lake;
- c) Equipment support for other snow removal activities on an as-required basis;

1.3. SUMMARY (Table 1)

Item	Item	Description																		
1.	Tender Name (“the Contract”)	Request For Tender- Snow and Ice Control Services																		
2.	Tender Number	2026-22-3230																		
3.	Deadline to submit Proposals (“Closing”)	Wednesday, October 22, 2026 at 2:00:59 MST																		
4.	Number of Proposals to submit	Electronic Copies: 1																		
5.	Authorized Contact Person (“Authorized Contact Person”)	George Urlacher, Transportation Services Manager																		
6.	Delivery Address (“Delivery Address”)	The City’s electronic bidding system at Bids and Tenders https://coldlake.bidsandtenders.ca/Module/Tenders/en (the “Bidding System”). This will allow the Proponent to submit their proposal electronically through the Bidding System.																		
7.	Contact Information	To contact the City in relation to this Request for Tender, Proponents must initiate the communication electronically through the Questions and Answer function (“Submit a Question”), within the Bidding System.																		
8.	Tender Schedule (subject to change at the City’s sole discretion) <table><tr><td>Issue Date of Tender</td><td>September 25, 2026</td></tr><tr><td>Mandatory Site Meeting</td><td>Not Applicable</td></tr><tr><td>Deadline for Questions</td><td>Monday, October 15, 2026 at 04:00:00 MST</td></tr><tr><td>Deadline for Issuing Addenda</td><td>October 08, 2026</td></tr><tr><td>Submission Deadline</td><td>As per “Closing”</td></tr><tr><td>Anticipated Award</td><td>November 01, 2026</td></tr><tr><td>Contract Commencement Date (“Contract Date”)</td><td>November 12, 2026</td></tr><tr><td>Commencement of the Work</td><td>November 12, 2026</td></tr><tr><td>Contract Completion Date</td><td>October 31, 2029</td></tr></table>		Issue Date of Tender	September 25, 2026	Mandatory Site Meeting	Not Applicable	Deadline for Questions	Monday, October 15, 2026 at 04:00:00 MST	Deadline for Issuing Addenda	October 08, 2026	Submission Deadline	As per “Closing”	Anticipated Award	November 01, 2026	Contract Commencement Date (“Contract Date”)	November 12, 2026	Commencement of the Work	November 12, 2026	Contract Completion Date	October 31, 2029
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Commencement of the Work	November 12, 2026																			
Contract Completion Date	October 31, 2029																			

1.4. MANDATORY SITE MEETING

- 1.4.1. Not applicable.

1.5. TENDER DOCUMENTS

- 1.5.1. The Proponent is responsible for ensuring that it receives all documents identified in the Table of Contents.
- 1.5.2. A submitted Proposal must be in Adobe PDF format, unless otherwise identified in Appendix B.
- 1.5.3. To be considered a Proposal must be:
- received by the Closing date and time, at the address specified in Section 1.1.;
 - duly signed; and
 - submitted via bids&tenders™.
- 1.5.4. Proponents are asked to provide as much information as possible when replying to each point throughout the Tender and the Proponent must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the Tender may result in the Proposal being rejected.
- 1.5.5. A Tender submission must be in enough detail to allow the City to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services to be provided.

END OF PART 1

PART 2 - GENERAL CONDITIONS OF TENDER

2.1. REQUIREMENTS

- 2.1.1. All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply with or fulfill such requirements. Proposals not clearly demonstrating they substantially comply with or fulfill the mandatory requirements may not be considered.
- 2.1.2. All requirements utilizing the word “should” are desired and the Proponent’s response to such requirements may be considered in analyzing Tenders.
- 2.1.3. All statements using the words “may” or “might” are in the City’s discretion.

2.2. SUBMISSION OF PROPOSAL

- 2.2.1. Electronic tender submission only, shall be received by the Bidding System. Hardcopy submissions not permitted.
- 2.2.2. Proponents must submit its Proposal through the Bidding System:
<https://coldlake.bidsandtenders.ca/Module/Tenders/en>
- 2.2.3. In order to submit a tender, the Proponent must have a Bidding System account and be registered as a plan taker for this Tender.
- 2.2.4. In the event of any technical issues, Proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca prior to Closing.
- 2.2.5. Tenders must be fully uploaded, finalized and submitted in the Bidding System on or before Closing.
- 2.2.6. The time of receipt of Tenders shall be determined by the Bidding System web clock.
- 2.2.7. Late Tenders cannot be submitted through the Bidding System after the specific Closing date and time and therefore will not be considered.
- 2.2.8. Proponents are cautioned that the timing of submission is based on when the Tender is received by the Bidding System, not when a Tender is submitted by the Proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, Proponents are advised to allow sufficient time to upload their complete Tender documents and to resolve any issues that may arise.
- 2.2.9. Uploading large documents may take significant time, depending on the size of the (files) and your internet connect speed. Allocate sufficient time for all uploads to complete prior to the official closing time. The dates and times of the submission are governed by the bids&tenders™ web clock.

- 2.2.10. The Bidding System will send a confirmation email to the Proponent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone 1-800-594-4798, or email to support@bidsandtenders.ca.
- 2.2.11. The City is not responsible for files which do not open, errors in uploading, misplaced or incorrectly delivered Tenders.
- 2.2.12. Fax Tender Submissions will not be considered.
- 2.2.13. The conditions herein constitute a part of the Tender and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the City under this Tender by electronically signing the online form through the Bidding System. Responses submitted that do not include an electronically signed Signature Sheet will not be considered.
- 2.2.14. The law applicable to Tender is the law in force in the Province of Alberta.
- 2.2.15. All the terms and conditions of this Tender are assumed to be accepted by the Proponent, and incorporated in the Tender, except those conditions and provisions which are expressly excluded by the Tender.
- 2.2.16. Tenders shall be prepared at the sole cost of the Proponent and under no circumstances will the City be responsible for these costs.
- 2.2.17. Tender submissions should adhere to the format as set out in Appendix B.

2.3. COMMUNICATION, QUESTIONS AND INQUIRIES BETWEEN PROPONENT AND CITY

- 2.3.1. Unless otherwise instructed by the city, only inquiries directed to the Authorized Contact Person at the Delivery Address and Contact Information set out in Part 1, Section 1.1 will be considered.
- 2.3.2. The Proponent cannot rely on any oral advice or representations made by the City.
- 2.3.3. The city will not accept delivery of written communication:
- 2.3.4. The City reserves the discretion to reject, refuse to accept, or otherwise disregard communication sent by a means other than that authorized above.
- 2.3.5. It is the Proponent's responsibility to confirm that the city receives any communication. The City accepts no responsibility for lost, misplaced or undelivered communications.
- 2.3.6. All communications regarding this Tender should be sent to the Authorized Contact Person, the City will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Authorized Contact Person, which may issue written addenda.

- 2.3.7. Only questions and inquiries concerning Tender including questions related to facilities, the Tender Documents or other documents and information, discrepancies, omissions, ambiguities and conflicts directed to the city in the manner set out in Part 1, Table 1, and that are received no later than the date set out in item 8 of Part 1, Section 1.1 may be responded to by the City.
- 2.3.8. To ensure consistency and quality of information, the City may issue via its Bidding System to all Proponents questions and responses to questions relevant to the interpretation of this Tender without revealing the source of the inquiries. All responses will be issued in the form of an addendum. The decision to issue or not issue an addendum is entirely at the discretion of the City. Information obtained from any other source is not official and the Proponent should not rely on it.

2.4. TENDER PRICES

- 2.4.1. All prices proposed shall be in Canadian Currency. If not stated otherwise, the City will assume that prices quoted are in Canadian funds.
- 2.4.2. Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated. When suggesting prescription costs the Proponent will describe the costs as related to present associated industry rates.
- 2.4.3. Goods and Services Tax (GST) shall not be included in quoted prices.
- 2.4.4. Unless specified otherwise by the Proponent, the city will assume the Proposal to be firm for acceptance within 60 days of Proposal closing.
- 2.4.5. The costs and work description shall be written in common language with descriptions manageable to a lay person.

2.5. DELIVERY

- 2.5.1. Time shall be of the essence to complete the package of services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.
- 2.5.2. The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the tender or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party by reason of such delay, unless prior written consent from the Purchaser is given accepting delay.
- 2.5.3. Tender Process Timeline set out in Part 1, Table 1.

2.6. GENERAL

- 2.6.1. The City may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.

- 2.6.2. The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, the City, or any other authority to enable the Proponent to do all things necessary to perform the Contract according to the provisions of the Contract.
- 2.6.3. Each Proponent warrants that the products and services it will supply to the City conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.
- 2.6.4. Headings and titles in the Tender are for convenience only and are not explanatory of the clauses with which they appear.
- 2.6.5. Any references in the Tender to statutes or regulations or to any City bylaws are deemed to include the most recent amendments thereto or replacements thereof.
- 2.6.6. The successful Proponent hereafter shall be referred to as the “Contractor” as the context requires.

2.7. COMMITMENT

- 2.7.1. Proponents are advised that no commitment or contractual obligations arise or are created under this Tender until such time as the successful Proponent receives official written confirmation of acceptance from the City of Cold Lake.
- 2.7.2. It is the purpose of this Tender to identify a proponent to perform the Services on an as-needed basis from time to time. As such, nothing in this Tender or any subsequent contract shall be or be deemed to be any commitment by the City to engage the Contractor to provide the Services or any volume of the Services. Further, the City shall remain entitled to obtain services similar or identical to the Services from third parties.

2.8. LIMITATION OF LIABILITY

- 2.8.1. In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 2.8.2. In no circumstances will a Proponent be permitted to limit their liability to an amount less than FIVE MILLION (\$5,000,000.00) dollars.
- 2.8.3. In no circumstances will a Proponent be entitled to special damages.
- 2.8.4. The selected Proponent will carry a comprehensive general liability policy with a minimum limit of FIVE MILLION (\$5,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

2.9. ACCEPTANCE OR REJECTION

- 2.9.1. The City reserves the right to cancel this tender in its entirety after the advertised closing date, if all qualified bids exceed the City’s allocated budgets or if the scope of the City’s requirements changes.

- 2.9.2. A Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- 2.9.3. As it is the purpose of the City to obtain a Tender most suitable to the interests of the City and what it wishes to accomplish, the City has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the Tender.
- 2.9.4. The City reserves the exclusive right in its sole discretion:
- to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
 - to accept the Proposal in part or in its entirety;
 - to accept a Proposal submitted as a partnership between 1 or more potential Proponents;
 - to reject all Proposals and to invite new Proposals for the services required;
 - to increase, decrease, delete, or vary any portion of the work;
 - to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
 - to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
 - to reject Proposals which have conditions attached, which are not authorized by the Tender; and
 - to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

2.10. ASSIGNMENT OF CONTRACT

- 2.10.1. A Contractor shall not, without the prior written consent of the City, which consent may be withheld at the sole discretion of the City, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations and benefits of the Contract. It shall; however, be a condition of any consent, if given, that the proposed assignee provide the City with evidence satisfactory to the City that the assignee can comply with the provisions of the Contract.

2.11. PROTECTION OF PRIVACY Requirements (ATI)

- 2.11.1. The City acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or

about a Proponent. The City acknowledges and agrees that responses to this Tender are provided in confidence and protected from disclosure to the extent permitted under law. The City is, however, bound by the Protection of Privacy Act (Alberta) and all documents submitted to the City will be subject to the provisions of this legislation.

2.12. PERFORMANCE AND EXCUSABLE DELAYS

- 2.12.1. The Contractor may be evaluated periodically throughout the course of work or at the end of the project as the case may be.
- 2.12.2. The City and the Proponent will acknowledge that delays in performance under the understanding such may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

2.13. ENVIRONMENTAL CONSIDERATIONS

- 2.13.1. Proponents are advised that the City has a policy to support the purchase of products and services that will minimize any negative impact on the environment. The City recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance. The City will purchase environmentally preferred products or services whenever it is practical and can be obtained at a reasonable cost.

2.14. CLARIFICATION

- 2.14.1. The City reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

2.15. RIGHT TO TERMINATE

- 2.15.1. Any of the following occurrences or acts will constitute an event of default by the Proponent under the Tender and any resulting contractual agreement:
- 2.15.2. Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the City has given the Proponent notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the City in its discretion may extend the time period for rectification or terminate the agreement;
- 2.15.3. an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or
- 2.15.4. the appointment of a Receiver for the Proponent. In the event either 14.1.2. or 14.1.3 occurs, the City will have the right to terminate the Contract immediately.
- 2.15.5. Notwithstanding anything contained herein, the City may, at any time during the term of any Contract arising as a result of this Tender, upon giving 30 days' notice to the Proponent, terminate the Contract if the City is of the opinion that the services supplied by the Proponent are not of a standard satisfactory to the City or that the Proponent no

longer has the financial capability to perform its obligations under the subsequent contract.

- 2.15.6. The City in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days notice to the Contractor.

2.16. NO COLLUSION

- 2.16.1. Except as otherwise specified or as arising by reason of a provision of the Tender documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Tender or in any award or Contract arising out of this Tender submission. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this Tender.
- 2.16.2. Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Tender.

2.17. CONFLICT OF INTEREST

- 2.17.1. By submitting a Tender submission, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.
- 2.17.2. Any issues which may be perceived as conflicts of interest must be identified. If the Proponent declares an actual or potential Conflict of, the Proponent must provide details of the actual or potential conflict of interest when submitting the tender.
- 2.17.3. If the Proponent does not identify an actual or potential conflict of interest when submitting their Tender, they will be deemed to declare that there was no conflict of interest in preparing their tender, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the Tender.

2.18. EXECUTION OF FORMAL AGREEMENT

- 2.18.1. This Tender submission represents a definition of specific requirements only. It is not intended to be, nor should it be construed as, an offer to contract. The City will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the City. Only the execution of a written contract will obligate the City in accordance with the terms and conditions of that contract.
- 2.18.2. If the Proponent's document is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 60 days.

- 2.18.3. The complete Request for Tender together with and subject to all the provisions contained therein, along with the City's form of Contract, shall, when accepted and executed on behalf of the Owner, constitute a binding Contract between the Proponent and the Owner.

2.19. CREDIT CHECKS

- 2.19.1. The City reserves the right to request and receive financial information, credit checks, and performance securities from a Proponent or Contractor that will, in the City's opinion, protect the City's interests and/or demonstrate that the Proponent's or Contractor's business is financially sound. Failure to comply with such requests may result in a Tender being rejected.

2.20. ACTS & REGULATIONS

- 2.20.1. The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Contractor's obligations under a Contract, including, without limitation the following:
- City of Cold Lake applicable bylaws
 - Workers' Compensation Act
 - Labour Relations Code
 - Occupational Health and Safety Act
 - Public Health Act
 - Environment Protection and Enhancement Act
 - Employment Standards Act
 - Safety Codes Act
 - Alberta Traffic Safety Act
- 2.20.2. The Proponent as the Contractor shall abide by all rules and regulations adopted by the City and communicated from time to time in writing to the Contractor during the term of Contract.
- 2.20.3. If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect to terminate the contract in accordance with terms of Section 4, "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

2.21. PERFORMANCE

2.21.1. The City requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of the City;
- Confirmation that the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- Confirmation of the City's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of the City to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify the City for any losses, including fines or legal expenses, arising from health and safety liability.

2.22. INSURANCE REQUIREMENTS

2.22.1. The Proponent as the Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the

2.22.2. Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the City the following insurance policies:

2.22.2.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy shall:

- Include the City of Cold Lake as an additional insured
- Include a cross liability clause;
- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence.
- Contractors Equipment Floater Endorsement for full replacement costs.

- 2.22.3. The said insurance policies shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.
- 2.22.4. The Proponent as the Contractor shall provide documentary evidence in a form satisfactory to the City of the above-mentioned insurance policy at inception of the Contract and at each renewal date there after or when requested by the City.
- 2.22.5. The Proponent as the Contractor and not the City shall be responsible for any deductible that may apply in any of the said insurance policies.
- 2.22.6. The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the City.
- 2.22.7. All policies of insurance shall include as additional insured the City of Cold Lake, its Officers, administrators, assigns, employees, agents and contractors. Such liability insurance shall contain a cross-liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the City of Cold Lake being added as an additional insured on their policy with 30 days notice of change or cancellation of insurance.
- 2.22.8. The Proponent covenants and agrees to indemnify and hold harmless the City, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the Request for Tender or in the performance of the Contract.

2.23. EQUIPMENT

- 2.23.1. All vehicles shall conform to licensing under the Motor Vehicles Act in the Province of Alberta.
- 2.23.2. Any piece of equipment provided by the Contractor that exhibits a frequency of breakdowns that impact the delivery of service under the Contract will be suitably replaced.

2.24. USE OF PREMISES

- 2.24.1. The Contractor shall be responsible for any and all damage to any lands or premises (i.e. garages, fences, downspouts, sidewalks, roads) caused during the provision of services under the Contract.
- 2.24.2. The Contractor shall not jeopardize the security of any premises and shall conform to any security procedures established by the City.

2.25. REFERENCES

- 2.25.1. Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from

clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the following information, should be included with the Proposal:

- Name, location and brief description of the project; and
- Name of client, their telephone number.

2.25.2. The City reserves the right to check the references of any and all Proponents at any time during the Tender review process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this Tender.

2.25.3. The City will not enter into a contract with any Proponent whose references, in the opinion of the City, are found to be unsatisfactory.

2.26. LENGTH OF CONTRACT

2.26.1. The successful Proponent will be invited to enter into contract negotiations with the City for the provision of the Service until October 31, 2027, with the potential for additional years of service provision at the City's sole discretion, to renew for up to three (3) additional one-year terms.

2.27. FUNDING

2.27.1. The Proponents acknowledge that the City cannot make financial commitments beyond the City's current fiscal year or, to the extent that the Services are associated with grant funding, beyond such grant. The Proponents therefore agree that the City may terminate the Contract for the provision of Services on thirty (30) days' notice to the Contractor if the City's approved annual budget does not provide sufficient funding or, if applicable, sufficient grant funding is not maintained, and such termination shall not constitute an event of default on the part of the City.

2.28. OCCUPATION HEALTH & SAFETY

2.28.1. For the purposes of the Occupational Health and Safety Act, the Contractor is considered to be the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that;

- "A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor constructor that, the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected."

2.29. CITY PROVIDED INFORMATION

All information provided to the Proponent including quantities or any other figures are accurate to the best of the City's knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures may vary, and the City will not guarantee that this information is correct. Reliance on this information shall be at the Proponent's own risk.

2.30. FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

2.31. CITY OF COLD LAKE BYLAWS

Copies of the applicable Bylaws are available online via City of Cold Lake website www.coldlake.com for the information of the Proponents. Proponents acknowledge and agree that the City may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

END OF PART 2

PART 3 - SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for tender and Contract awarded pursuant to the Request for Tender.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Tender, which may include, Instructions for Submitting a Tender, General Conditions of Tender, Special Conditions of Tender, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the CITY OF COLD LAKE to contact any of the listed references submitted in their Tender response.

If the Request for Tender is being conducted through bids&tenders the Proponent will only need to acknowledge and agree to the Terms and Conditions through the Bidding System. Physical signature form will not be required.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION