

REQUEST FOR PROPOSAL

**REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO
Purchase of a Medium Duty Rescue Unit (the “Work”)**

1.0 INTRODUCTION

1.1 Purpose of RFP

- 1.1.1 The Village of Edgerton (the “Village”) seeks innovative proposals from interested parties for the supply of a Medium Duty Rescue Unit (the “Work”). The Unit must meet the attached general requirements sheet (A) & specification sheet (B).
- 1.1.2 If the Village receives a proposal acceptable to it, the Village will select one or more parties who submitted a proposal (the “Proponents”) with whom the Village, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in an envelope marked “Request for Proposal for Supply of a Medium Duty Response Unit” (the “Proposals”) on or before **11:00:00 a.m.** (Mountain Standard Time) on **August 13, 2025** (the “RFP Closing Time”) to:

Village of Edgerton
5037 – 50th Avenue
Edgerton, Alberta
T0B 1K0

Attn: Fire Chief Chris Krushel

No faxed or electronically submitted Proposals will be accepted by the Village.

- 1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 (This space left blank intentionally)
- 1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

Village of Edgerton
5037 – 50th Avenue
Edgerton, Alberta
T0B 1K0

Attn: Nick Frank, admin@edgerton.ca

- 1.2.5 The Village is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.6 If the Village, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.7 No inquiry submitted to the Village will be responded to after **August 6, 2025 at 3:00:00 p.m.** (Mountain Standard Time).

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Village.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the Village, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the Village, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Village or otherwise (including information made available by its elected officials, officers, employees, agents or

advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;

- 1.3.2.7 that the Village will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Village's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the Village to negotiate with any Proponent for the Contract whom the Village deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Village and acknowledges that the Village may negotiate and contract with any Proponent it desires.

1.3.3 No Tender and no Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Village to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Village and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the Village and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 Discretion of Village

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The Village is not bound to accept any Proposal. At any time prior to execution of the Contract, the Village may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Village reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;

- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the Village.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by Village, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The Village makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the Village shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Village, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the Village or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the

convenience of the Proponent only and none of the Village, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Village any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Please see the following attached documents:

Attachment A – General Requirements

Attachment B – Specifications

Attachment C – Price Sheet

3.0 SUBMISSION REQUIREMENTS

The Village reserves the right, but is not required, to reject any Proposal that does not include the submission requirements.

3.1 Description of the Proposal

3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.

3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work.

3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.

3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the Village as set out in this RFP.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

3.2.1 Proposals must be signed by the representative for the Proponent;

3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;

3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the

Proposal shall be signed by a partner or partners who have authority to sign for the partnership;

- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 SUBMISSION REQUIREMENTS

4.1 Evaluation

- 4.1.1 After the RFP Closing Time, the Village will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.1.2 In evaluating the Proposals received, the Village will consider all of the criteria listed below in Section 4.1.3, and the Village will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Village has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.1.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Village to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Price	55
Specifications	25
Warranty	10
Firm Delivery	10

- 4.1.4 The Village also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation. At all times, the Village reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.2 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of ninety (90) days following the RFP Closing Date in order to allow for the Village to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

4.3 Information Disclosure and Confidentiality

All documents submitted to Village will be subject to the protection and disclosure provisions of the *Access to Information Act* ("ATIA"). ATIA allows persons a right of access to records in Village's custody or control. It also prohibits Village from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in section 19 and 20 of ATIA. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Village cannot assure Proponents that any portion of the Proposals can be kept confidential under ATIA.

4.4 Independent Determination

A Proposal will not be considered by the Village if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.5 Documents

All documents submitted by a Proponent shall become the property of Village upon being presented, submitted, or forwarded to Village. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of Village upon their being presented, submitted or forwarded to Village.

4.6 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the Village may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Village works. For clarity, the confidentiality obligations set out herein applicable to the Village's use of

information shall not interfere with the Village's right to use concepts, ideas, suggestions and directions as herein described.

4.7 Agreement on Internal Trade and Trade, Investment and Labour Mobility Agreement

The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (NWPTA) apply to this Proposal.

4.8 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.