

# Retail Market & Gap Analysis

for the City of Cold Lake  
Request for Proposal (RFP)



Issue date: Thursday, Sept. 25, 2025  
Due date: Thursday, Oct. 23, 2025 at 3:00 pm  
RFP#: ECDEV-2025-SEPT25





## Summary of Key Information

<b>RFP TITLE</b>	<b>Retail Market &amp; Gap Analysis for the City of Cold Lake</b>  <b>REFERENCE:</b> ECDEV-2025-SEPT25
<b>CONTACT PERSON</b>	The point of contact for this RFP is:  <b>Heather Stromquist</b> <b>Economic Development Advisor</b> <b>City of Cold Lake, AB, Canada</b> <b>E-mail: <a href="mailto:ecdev@coldlake.com">ecdev@coldlake.com</a></b> <b>Phone: 780-594-4494, ext. 7981</b>
<b>INQUIRIES</b>	Please direct all inquiries by email to the contact person. Inquiries received by any other means may not be answered. Deadline for questions is Friday October 17, 2025 at 4:00 p.m., Mountain Standard Time.
<b>SUBMISSION DEADLINE</b>	Submission Time is <b>3:00 p.m., Mountain Standard Time, THURSDAY OCTOBER 23, 2025</b>
<b>SUBMISSION LOCATION</b>	Proposals are to be submitted to: <b>Retail Market &amp; Gap Analysis for the City of Cold Lake</b>  <b>REFERENCE:</b> ECDEV-2025-SEPT25  Heather Stromquist Economic Development Advisor City of Cold Lake, AB 5513 – 48 Avenue Cold Lake, AB T9M 1A1 <b>Via email to: <a href="mailto:ecdev@coldlake.com">ecdev@coldlake.com</a></b>



## TABLE OF CONTENTS

Summary of Key Information .....	2
TABLE OF CONTENTS .....	3
PART 1: THE OPPORTUNITY .....	5
1.1 Invitation To Proponents.....	5
1.2 Background .....	5
1.3 Proposal Submission Instructions .....	6
1.4 Submission Deadline .....	6
1.5 Summary of Key Dates .....	7
1.6 Project Specific Scope of Work & Deliverables .....	7
1.6.1 Overview .....	7
1.6.2 Scope of Work.....	7
1.5.4 Deliverables.....	10
PART 2: PROPOSAL SUBMISSION GUIDELINES.....	11
PART 3: GENERAL CONDITIONS OF PROPOSAL.....	13
3.1 Terms of Payment .....	13
3.2 Mandatory Professional Requirements .....	13
3.3 Term of Agreement .....	13
3.4 Compliance .....	14
3.5 Evaluation Process .....	14
3.5.1 Evaluation Criteria .....	14
3.6 Acceptance or Rejection.....	15
3.7 Communication Between Proponent and City .....	16
3.8 Proposal Prices.....	16
3.9 General .....	16
3.10 Commitment .....	17
3.11 Limitation of Liability .....	17
3.12 Acceptance or Rejection .....	17



<b>3.13</b>	<b>Assignment of Contract.....</b>	<b>18</b>
<b>3.14</b>	<b>Freedom of Information and Privacy Act (FOIP).....</b>	<b>18</b>
<b>3.15</b>	<b>Performance and Excusable Delays .....</b>	<b>18</b>
<b>3.16</b>	<b>Environmental Considerations .....</b>	<b>19</b>
<b>3.17</b>	<b>Clarification .....</b>	<b>19</b>
<b>3.18</b>	<b>Negotiation.....</b>	<b>19</b>
<b>3.19</b>	<b>Right to Terminate .....</b>	<b>19</b>
<b>3.20</b>	<b>No Collusion.....</b>	<b>20</b>
<b>3.21</b>	<b>Conflict of Interest .....</b>	<b>20</b>
<b>3.22</b>	<b>Execution of Formal Agreement.....</b>	<b>20</b>
<b>3.23</b>	<b>Credit Checks.....</b>	<b>21</b>
<b>3.24</b>	<b>Acts &amp; Regulations.....</b>	<b>21</b>
<b>3.25</b>	<b>Performance.....</b>	<b>22</b>
<b>3.26</b>	<b>Insurance Requirements .....</b>	<b>22</b>
<b>3.27</b>	<b>Equipment.....</b>	<b>23</b>
<b>3.28</b>	<b>Use of Premises .....</b>	<b>23</b>
<b>3.29</b>	<b>References .....</b>	<b>23</b>
<b>3.30</b>	<b>Occupational Health and Safety .....</b>	<b>24</b>
<b>3.31</b>	<b>City of Cold Lake Bylaws .....</b>	<b>24</b>
<b>3.32</b>	<b>Copyright .....</b>	<b>24</b>
<b>PART 4:</b>	<b>SIGNATURE FORM .....</b>	<b>25</b>



## **PART 1: THE OPPORTUNITY**

### **1.1 Invitation To Proponents**

This Request for Proposals (the “RFP”) is issued by the City of Cold Lake (the “City”) to invite qualified and experienced firms, to submit proposals for consulting services to conduct a Retail Market & Gap Analysis, to assess current market conditions and identify gaps and opportunities in the business sectors within the city and its surrounding trading area.

### **1.2 Background**

The City of Cold Lake is a dynamic and growing regional hub located in northeastern Alberta, on the shores of Alberta’s deepest lake. With a population of 17,579 in 2024, Cold Lake serves as the commercial, service, and recreational centre for a broader trade area of more than 50,000 people across northeastern Alberta and northwestern Saskatchewan. The City of Cold Lake was formed through the merger of the Town of Grand Centre, the Town of Cold Lake and Medley (CFB Cold Lake) on October 1, 1996. October 1, 2026, will mark the 30<sup>th</sup> anniversary of this merger. The City of Cold Lake is committed to building and maintaining a strong economic climate that is welcoming to new and current entrepreneurs and businesses.

Cold Lake’s economy is strongly influenced by its diverse assets, including the presence of 4 Wing Cold Lake, Canada’s premier and busiest fighter base – as well as a significant oil and gas sector, emerging opportunities in petrochemicals and clean technology, and a strong tourism industry anchored by Kinosoo Beach, Cold Lake Provincial Park, and year-round outdoor recreation. Cold Lake Marina is the largest inland marina in western Canada, attracting boaters to one of the deepest lakes in Western Canada.

The city’s retail trade area extends well beyond municipal boundaries, encompassing nearby communities such as the Town and M.D. of Bonnyville, Pierceland and Cold Lake First Nations. As a regional centre, Cold Lake attracts consumers from rural municipalities and Indigenous communities who rely on the city for major retail, professional services, healthcare, and leisure activities. Its unique mix of a permanent population, a military community, seasonal residents, and visitors creates a diverse and multi-faceted retail demand profile.



Cold Lake is one of the youngest cities in Alberta, with a median age of just 33.2 – well below both the provincial and national averages. Combine this with the Portage College campus, who plays a vital role in training the next generation of workers, the City is extremely attractive to retailers and commercial businesses for this demographic. With this young, skilled, diverse workforce, competitive infrastructure and an exceptional quality of life, the City of Cold Lake will continue to grow and flourish.

### **1.3 Proposal Submission Instructions**

The Proposal shall consist of the following:

- A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.
- Proposals are limited to 25 pages, excluding forms, Pricing, Proposal Submission Form, Declaration of Disclosure Form, resumes, addendums, and appendices.
- The proposal must remain valid and open for acceptance for 90 days following submission.
- All reports must be in MS Word or Excel, and maps or drawings in PDF format.
- Ownership of all hard and digital copies must be transferred to the City upon project completion.
- Final reports must be submitted within two weeks of project completion.
- The City is not responsible for files which do not open, email errors, misplaced or incorrectly delivered proposals.
- The law applicable to the RFP is the law in force in the Province of Alberta.
- All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.
- Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the City be responsible for these costs.
- The Signature Form, Section 5.0, must be signed by an authorized representative of the firm and submitted with the proposal.

### **1.4 Submission Deadline**

Submit an electronic copy of the Proposal, signature form and any other documentation, as specified, to: [ecdev@coldlake.com](mailto:ecdev@coldlake.com).

Proposals will not be considered unless:



- Received by the date and time specified Thursday October 23, at 3 p.m. MST.
- Received at the email address specified above.
- Include a completed Signature Form.

Each Proponent, by submitting a signed RFP, acknowledges that the Proponent has read and completely understands, and accepts the terms and conditions of this RFP in full.

## 1.5 Summary of Key Dates

The following is a tentative schedule that will apply to this RFP but may change in accordance with the City's needs or unforeseen circumstances.

Thursday September 25, 2025	City of Cold Lake posts the Request for Proposals
Friday October 17, 2025	Last day for Submission Questions, 4 p.m. MST
Thursday October 23, 2025	Proposal Submission Deadline, 3 p.m. MST
Tuesday October 28, 2025	Evaluation/Selection of Proponents for RFP
Tuesday January 20, 2025	Discussion of Preliminary Findings
Friday February 20, 2026	Draft Report
Within 2 weeks of City approval	Final Report

## 1.6 Project Specific Scope of Work & Deliverables

### 1.6.1 Overview

Understanding the City of Cold Lake's business opportunities and identifying gaps in the market is critical for planning future land use and attracting investment.

This RFP seeks a comprehensive analysis that evaluates the business landscape, identifies gaps, and provides recommendations for future development based on market trends and population forecasts.

### 1.6.2 Scope of Work

The City seeks to engage qualified and experienced firms to conduct a comprehensive assessment of its business landscape, identify market gaps, and evaluate the effects of growth within the surrounding trade area. The selected firm will be responsible for inventorying and analyzing existing and potential sectors and benchmarking the City of Cold Lake's market against comparable communities. The City is open to proposals that suggest a lesser or greater scope of work, provided the firm demonstrates a clear understanding of the project's objectives and justifies any changes. Based on the analysis, the firm will be expected to





provide actionable recommendations with achievable goals for both the short term (2-3 years), medium term (3-5 years) and long term (5-10 years).

The firm selected will be responsible for delivering the following:

***Trade Area Profile and Consumer Behaviour Analysis:***

- Identify the sectors and business categories that you will provide information on.
- Define the characteristics of the trade area and estimate market demand based on consumer behaviour, demographic data and spending patterns by category and service usage, and economic drivers.
- Estimate the dollars that could be spent in the City of Cold Lake for each sector and broken down by each category as well as any identifiable trends in spending.
- This will assist with understanding whether the market in a certain category is oversaturated or if there are opportunities for growth and identify both.
- Evaluate the current retail and commercial market conditions in the City of Cold Lake and its surrounding trading area.
- Analyze key competitors within and outside the trading area that could impact local market dynamics.

The firm will be expected to clearly define, map, and validate these trade areas using accepted market analysis methodologies, incorporating both quantitative (e.g., demographic and economic data) and qualitative (e.g., stakeholder interviews, consumer surveys) inputs. The study area should reflect both permanent and non-permanent populations, cross-border trade influences, and retail leakage to competing centers.

The final trade area delineation must be defensible, data-driven, and provide a foundation for identifying retail gaps, opportunities for business attraction, and strategies to enhance Cold Lake's role as a regional commercial centre.

***Sector Analysis***

**Market Demand:**

- Use an industry targeting system which can combine and interpret the results of leading/lagging and shift/share analysis considering factors such as location quotient, overall provincial growth, and relative local growth.
- This comprehensive system will aid in identifying sectors that warrant targeted focus and investment opportunities.





**Inventory Assessment:**

- The market analysis will inventory the current establishments in the City of Cold Lake, organized by sector and category.
- For each category within the sector, you will assess total inventory based on floor space, compare the size of that inventory to the overall market, and identify the number of establishments and their average store size.
- Additionally, the number of stores in each category will be compared to the total number across all categories.

**Sales Productivity Benchmarking:**

- Using the estimated square footage for each category, the analysis will calculate estimated annual sales based on appropriate sales productivity values.
- These values will serve as benchmarks for expected sales per square foot, which will vary by category.
- The analysis will determine the existing supply in each sector category. Instead of using a single productivity value per category, consider developing a range or adjusting based on specific characteristics of stores (e.g., location, size, or brand). This could yield a more nuanced understanding of potential sales.

**Existing and Competitor Analysis:**

- Assess the performance of existing competitors in the retail, wholesale, service and commercial sectors as part of the analysis.

**Trend Analysis:**

- Examining historical sales data and trends over time can provide insights into seasonality and changing consumer preferences, helping to forecast future sales more accurately.

**Tourist and Visitor Spend:**

- Include and assess the spending from tourists and visitors. Also determine the City vs. the regional including the First Nations/Métis spend, contributions and opportunities.

**Gap and Surplus Analysis:**

- Identify unmet needs and gaps in business offerings within the city using surplus/leakage, and the industry targeting system.
- Analyze underrepresented sectors and industries that present investment opportunities.
- Provide recommendations for industries and services that should be prioritized for development to meet market demand and enhance the local economy.



### **Competitive Benchmarking:**

- Conduct a comparative analysis of peer cities or regions like the City of Cold Lake in terms of population size, geographic proximity, and industry composition.
- Identify successful retail and commercial strategies that can be adapted to the City of Cold Lake to enhance competitiveness and economic growth.

### **Stakeholder Engagement:**

- Engage key stakeholders such as local business owners, commercial developers, and community leaders to gather insights and input.
- Conduct surveys to assess consumer preferences and community needs.

### **Attraction Strategy:**

- A strategy to attract businesses, including targeted recruitment efforts, a prospect list, and an attraction plan.
- Insights into trends and best practices transferable to the City of Cold Lake.
- Include recommendations to make the City more attractive to investments in these sectors.
- A summary of supporting data for marketing purposes.

### **Final Report and Presentation:**

- Provide a comprehensive final report that includes all findings, analyses, and recommendations for the City's retail and commercial future.
- Present findings to city officials and stakeholders in a clear and actionable format, including visual aids such as maps, charts, and development scenarios which may be offered virtually.

## **1.5.4 Deliverables**

The following deliverables are expected from the selected firm:

<b>Key Deliverables</b>	- <b>Market and Gap Analysis Report:</b> Comprehensive report with methodology, data sources, recommendations and benchmarking.
	- <b>Trade area profile:</b> Define the characteristics of the retail and commercial trade area and estimate market demand.
	- <b>Visual Presentation Materials:</b> Maps, charts, and graphs supporting the analysis and recommendations.
	- <b>Concise summary:</b> Brief summary of key findings for public communication.
	- <b>Stakeholder engagement:</b> Communication plan, and key message development.



	- <b>Attraction Strategy:</b> Targeted recruitment plan with a prospect list and attraction strategy.
	- <b>Leakage Analysis:</b> Report on inflow/outflow of sales, identifying consumer and commercial spending loss and determine whether there is an excess/shortfall of inventory.
	- <b>Presentation:</b> Summary of the process, key findings, and recommendations with supporting data for marketing.
	- <b>Bi-weekly updates:</b> Regular check-ins to review progress and provide status updates.
<b>Outcomes and Results</b>	- <b>Spending Analysis:</b> Analysis of consumer behavior and daily spending breakdowns (residents, regional visitors, tourists).
	- <b>Business Inventory:</b> Detailed inventory of existing offerings by type in the City of Cold Lake
	- <b>Gap Identification:</b> Determine gaps in the retail/commercial/service offerings, by type, for the City.
	- <b>Stakeholder Engagement:</b> Engage with businesses and business support organizations to collect data and trends and engage the stakeholders in the study.
	- <b>Recruitment Plan:</b> Develop a plan with target prospects, site developments, and marketing strategies.
	- <b>Final Report and Presentation:</b> Present findings to City officials with a final report and an implementation plan. May be done virtually.
<b>Current Trend Suggestions</b>	- <b>Current Trends:</b> Outline current trends and best practices that may be transferable to the City of Cold Lake. Include suggestions to make the City more attractive to retail and commercial businesses/investment.

## PART 2: PROPOSAL SUBMISSION GUIDELINES

Interested firms must submit a proposal that includes the following sections:

### 1. Title Page

- Include the RFP title, proponent's name, address, phone number, email, and contact representative.
- Provide a one-page letter of introduction signed by an authorized firm representative, binding the proponent to the proposal statements.



## **2. Table of Contents**

- Include a table of contents for easy navigation, with section titles and page numbers.

## **3. Executive Summary**

- Summarize the proponent's qualifications, relevant experience, and ability to deliver the project, including market gap analysis, budget management, and community engagement.
- Specify any confidential materials.

## **4. Project Approach**

- Outline the methodology for conducting the market and gap analysis, and future land use recommendations.
- Include a project management plan, detailing the stakeholder engagement process, and identify potential risks with mitigation strategies.

## **5. Delivery Schedule**

- Provide a work schedule with start and completion dates for key project activities and deliverables, aligned with the project timeline.

## **6. Team Composition**

- Identify the project manager and key team members, with brief resumes highlighting their qualifications and relevant experience.

## **7. Previous Experience and Case Studies**

- Provide examples of similar projects that demonstrate expertise in market and gap analysis.

## **8. Schedule of Rates and Fees**

- Offer a detailed breakdown of costs, including professional fees, travel, meetings, and other expenses for each task. Include any additional services not specifically itemized but deemed necessary.
- Fees quoted are to be in Canadian (CAD) funds and are to remain firm and irrevocable and open for acceptance by the City for a period of 90 calendar days after the Official Closing Time indicated in this RFP.

## **9. Reference Projects**

- Provide two reference projects from the last five years that demonstrate experience with similar scope, value, and complexity, detailing challenges and solutions.



#### **10. References**

- Include at least two references from previous clients where similar work was completed.

#### **11. Signature Form**

- To be considered complete, proponents must include a completed signature form provided in Part 4 of this RFP.

#### **12. Additional Information**

- Add any supplementary information relevant to the proposal.

## **PART 3: GENERAL CONDITIONS OF PROPOSAL**

### **3.1 Terms of Payment**

Invoices submitted by the successful firm shall include a purchase order number, project title and reference, a description of the work completed and a billing summary.

### **3.2 Mandatory Professional Requirements**

- Experience working within a set budget.
- Experience in community consultation and ability to facilitate the process and discussion.
- Demonstrated ability to work successfully with multiple stakeholders, organizations and committees.
- Experience in developing resource tools and supporting documentation (i.e., reports, models, maps, storyboards, etc.) which can be used as part of presentations.
- Subcontractor use shall be clearly identified in the proposal. The primary bidder submitting the proposal will be considered responsible on behalf of all partners involved for the undertaking and deliverables related to the project.
- Key Members of the project must hold the proper education, licenses, and certifications.
- Two relevant and recent business/municipal references and if possible, include high level project details (including budgets, timelines, constraints, etc.)

### **3.3 Term of Agreement**

The term will commence in October 2025 and end no later than February 28, 2026.



### 3.4 Compliance

Any deviations from this RFP document must be clearly defined and are subject to acceptance or rejection by the City at its sole discretion.

### 3.5 Evaluation Process

The City Administration intends to recommend the appointment of the firm based on best overall value, as determined by the review of the proposals and fees. The firm appointment is subject to approval by the City Council.

#### 3.5.1 Evaluation Criteria

Proposals will be assessed against the following criteria. The City reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. The City reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

- **Successful Project Experience and Qualifications (20%)** – The firm’s experience with similar projects and the qualifications of the team members. The consultant’s ability to showcase their knowledge and insight into how to deliver successful outcomes
- **Project Approach (35%)** – The proposed methodology, approach to the analysis, and overall understanding of the city’s needs.
- **Cost (35%)** – The competitiveness and transparency of the cost proposal.
- **Timeline (10%)** – The proposed timeline and ability to meet the city’s deadlines

Evaluation Criteria		Weight Factor
1	Project Experience and Qualifications <ul style="list-style-type: none"> <li>- Firm background and profile</li> <li>- References</li> <li>- Suitability for the Project</li> <li>- Previous, relevant experience and examples of success</li> <li>- Agency resources and expertise in relation to this study</li> </ul>	20
2	Project Approach and Understanding <ul style="list-style-type: none"> <li>- Creative and innovative approach and examples of success</li> <li>- Knowledge of rural communities</li> </ul>	35



	- Demonstrate knowledge; retail sectors (tourism, downtown, lakeshore and marina, merging communities, military and post-secondary)	
3	Cost - Pricing is competitive and includes all key components of the scope of work and deliverables	35
4	Timeline - Timeline meets City requirements and is well thought out and achievable	10
	Total	100

### 3.6 Acceptance or Rejection

- The City reserves the right to cancel this RFP 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 change.
- A Proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
- As it is the purpose of the City to obtain a Proposal 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 RFP.
- The City reserves exclusive rights 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 RFP; and
- To reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

### **3.7 Communication Between Proponent and City**

- 3.7.1 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.
- 3.7.2 All communications regarding this RFP should be sent to the Authorized Contact Person, the City will assume no responsibility for oral instructions or suggestions.

### **3.8 Proposal Prices**

- 3.8.1 All prices proposed shall be in Canadian Currency. If not stated otherwise, the City will assume that prices quoted are in Canadian funds.
- 3.8.2 Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated.
- 3.8.3 Goods and Services Tax (GST) shall not be included in quoted prices.
- 3.8.4 Unless specified otherwise by the Proponent, the City will assume the Proposal to be firm for acceptance within **90 days** of Proposal closing.
- 3.8.5 The costs and work description shall be written in common language with descriptions manageable to a lay person.

### **3.9 General**

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- 3.9.4 Any references in the RFP to statutes or regulations or to any City bylaws are deemed to include the most recent amendments thereto or replacements thereof.



- 3.9.5 The successful Proponent hereafter shall be referred to as the “Proponent” as the context requires.
- 3.9.6 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.

### **3.10 Commitment**

- 3.10.1 Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the City of Cold Lake.
- 3.10.2 Further, the City shall remain entitled to obtain services similar or identical to the Services from third parties.

### **3.11 Limitation of Liability**

- 3.11.1 In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.
- 3.11.2 In no circumstances will a Proponent be permitted to limit their liability to an amount less than FIVE MILLION (\$2,000,000.00) dollars.
- 3.11.3 In no circumstances will a Proponent be entitled to special damages.
- 3.11.4 The selected Proponent will carry a comprehensive general liability policy with a minimum limit of FIVE MILLION (\$2,000,000.00) including products and completed operations and non-owned automobile liability to the same limits.

### **3.12 Acceptance or Rejection**

- 3.12.1 The City reserves the right to cancel this RFP 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.
- 3.12.2 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.
- 3.12.3 As it is the purpose of the City to obtain a Proposal 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 RFP.
- 3.12.4 The City reserves the exclusive right in its sole discretion:
  - 3.12.4.1 To accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
  - 3.12.4.2 To accept the Proposal in part or in its entirety;



- 3.12.4.3 To accept a Proposal submitted as a partnership between 1 or more potential Proponents;
- 3.12.4.4 To reject all Proposals and to invite new Proposals for the services required;
- 3.12.4.5 To increase, decrease, delete, or vary any portion of the work;
- 3.12.4.6 To reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
- 3.12.4.7 To reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
- 3.12.4.8 To reject Proposals which have conditions attached, which are not authorized by the RFP; and
- 3.12.4.9 To reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements.

### **3.13 Assignment of Contract**

- 3.13.1 A Proponent 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.

### **3.14 Freedom of Information and Privacy Act (FOIP)**

- 3.14.1 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 RFP are provided in confidence and protected from disclosure to the extent permitted under law. The City is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to the City will be subject to the provisions of this legislation.

### **3.15 Performance and Excusable Delays**

- 3.15.1 The Proponent may be evaluated periodically throughout the course of work or at the end of the project. The City will work with the Proponent to set key performance indicators (KPIs). Any evaluations will be shared with the Proponent with the goal of immediate and permanent resolution of any problems and concerns.
- 3.15.2 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.

### **3.16 Environmental Considerations**

3.16.1 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.

### **3.17 Clarification**

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

### **3.18 Negotiation**

3.18.1 The City reserves the right to negotiate the terms of any Proposal with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, the City and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the City may, in its discretion, contact other Proponents whose Proposals are considered by the City suitable for the project and attempt to conclude a formal agreement with them.

### **3.19 Right to Terminate**

3.19.1 Notwithstanding anything contained herein, the City may, at any time during the term of any Contract arising as a result of this RFP, 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.

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



### **3.20 No Collusion**

3.20.1 Except as otherwise specified or as arising by reason of a provision of the RFP documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or Contract arising out of this RFP. 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 RFP.

3.20.2 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 Proposal.

### **3.21 Conflict of Interest**

3.21.1 By submitting a Proposal, 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.

3.21.2 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 Proposal.

3.21.3 If the Proponent does not identify an actual or potential conflict of interest when submitting their Proposal, they will be deemed to declare that there was no conflict of interest in preparing its Proposal, and there is no foreseeable conflict of interest in performing the contractual obligations contemplated in the RFP.

### **3.22 Execution of Formal Agreement**

3.22.1 This RFP 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.



3.22.2 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 **14 business days**.

3.22.3 The complete RFP 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.

### 3.23 Credit Checks

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

### 3.24 Acts & Regulations

3.24.1 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 Proponent'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

3.24.2 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 Proponent during the term of Contract.

3.24.3 If the Proponent is of the opinion that the associated costs to the Proponent to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Proponent is responsible, the Proponent may elect to terminate the contract in accordance with terms of contract 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 Proponent should bear.

### **3.25 Performance**

3.25.1 The successful proponent by entering into contract with the City, confirm their commitment and ability to comply with legislative requirements and industry standards and specifically to the following:

- That the Proponent will follow all policies and procedures of the City;
- 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.

### **3.26 Insurance Requirements**

3.26.1 The Proponent shall, during the entire term of the Agreement, and any renewal or extension thereof, at its own expense maintain insurance for Commercial General Liability Insurance including bodily injury including death, property damage, personal injury, contingency employers liability and cross liability in which the limits of liability shall be no less than \$2,000,000.00 per occurrence, and no less than \$2,000,000.00 per claim and Motor Vehicle Liability Insurance including Non-Owned Automobile of not less than \$2,000,000.00 per occurrence.

3.26.2 The Proponent will be required to furnish the City of Cold Lake with a Worker's Compensation Board Certificate of Clearance. The proponent shall, at all times, comply with the provisions of the WCB Act. The Proponent shall at all relevant times carry Worker's Compensation Board of Alberta (WCB) coverage or Employers Liability Insurance in the amount of not less than \$2,000,000.00.

3.26.3 All policies of insurance shall include as additional insured the City of Cold Lake, its Officers, administrators, assigns, employees, agents and Proponents.





3.26.4 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.

3.26.5 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.

3.26.6 The insurance requirements detailed here are considered to be the minimum required by the Proponent. These limits may be exceeded by the Proponent without consultation with the City.

3.26.7 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 RFP or in the performance of the Contract.

### **3.27 Equipment**

3.27.1 All vehicles shall conform to licensing under the Motor Vehicles Act in the Province of Alberta.

### **3.28 Use of Premises**

3.28.1 The Proponent shall be responsible for any and all damage to any lands or premises (i.e. garages, fences, downspouts, sidewalks, roads etc.) caused during the provision of services under the Contract.

3.28.2 The Proponent shall not jeopardize the security of any premises and shall conform to any security procedures established by the City.

### **3.29 References**

3.29.1 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 work; and
- Name of client, their telephone number.



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

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

### **3.30 Occupational Health and Safety**

3.30.1 For the purposes of the Occupational Health and Safety Act, the Proponent 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 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.”

### **3.31 City of Cold Lake Bylaws**

Copies of the applicable Bylaws are available online via City of Cold Lake website [www.coldlake.com](http://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.

### **3.32 Copyright**

The Proponent represents, warrants and covenants that the goods do not infringe any patent, copyright, trademark or other intellectual or industry property right. All plans, reports and final documentation produced by the Proponent will be the sole and exclusive property of the City of Cold Lake.



## PART 4: SIGNATURE FORM

The Bidder hereby acknowledges and agrees:

1. To provide all goods and services set out and in accordance with the Owner's Bid Document, including but not limited to the scope of work specifications, the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Proponent herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Proponent for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.
6. I/WE agree to be bound by the terms and conditions and have authority to submit this bid on behalf of the Proponent.
7. The Undersigned also authorizes the CITY OF COLD LAKE to contact any of the listed references submitted in their Proposal response.

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**Company Name**

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**Date**

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**Name and Title**

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**Authorized Signature**

**THIS FORM MUST BE RETURNED WITH ANY SUBMISSION**