

## REQUEST FOR PROPOSAL TOWN OF WESTLOCK TWO YEAR WEED CONTROL SERVICES 2025- 2026

The Town of Westlock (the Town) is requesting proposals from qualified weed control contractors for a 2-year service agreement within the Town

Services include weed control management in the following areas:

- Highways within the Town
- Sewer lagoon area
- Parks and open spaces
- Sidewalks
- Town owned and operated buildings

Proposals shall be submitted in electronic PDF format, via email to [gmurphy@westlock.ca](mailto:gmurphy@westlock.ca) with the following Subject Line:

Proposal - Town of Westlock Two Year Weed Control 2025-2026

Proposals must be received prior to the predetermined time and date set forth or they will not be accepted for this Request for Proposal. Proposals received late will not be considered. Please review the RFP in its entirety prior to directing inquiries to the Town. All inquiries should be submitted in writing via e-mail; and the answers will be distributed to all interested Proponents.

### **Faxed Proposals will NOT be accepted.**

Town of Westlock reserves the right to accept or reject any and/or all proposals and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a proposal other than that with the lowest price or highest evaluated score without stating reasons. By submitting a proposal, the Proponent waives any right to contest, in any proceedings or action, the right of the Town to accept or reject any proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Town may consider any other factor besides price and capability to perform the work in its sole and unfettered discretion. The Town reserves the right to further negotiate with its selected proponent(s).

This request for proposal does not commit the Town to award a contract or pay any costs incurred in the preparation of a proposal or attendance at a meeting with the Town Council or Administration.

RFP closes on **Thursday, March 20, 2025 at 2:00 p.m.** local time at the Town Administration Building at the Town of Westlock. Documents received late will not be opened or considered.

All amounts provided shall be indicated in words and figures, and include other associated costs related to the proposals or alternatives offered. Do not include G.S.T.

**Inquiries:**

Gerry Murphy  
Director of Community Services  
Town of Westlock  
10003-106 Street  
Westlock, Alberta T7P 2K3  
Phone: 780.350.2115  
Email: [gmurphy@westlock.ca](mailto:gmurphy@westlock.ca)

**INTRODUCTION**

The Town of Westlock is responsible to maintain a high level of service to Town residents, which includes the maintenance of green spaces owned by the Town. The Town of Westlock is requesting proposal from qualified weed control service contractors for this service within the Town.

The Town of Westlock invites interested weed control companies which are qualified and experienced in the areas of herbicide and weed control to submit proposals to provide these services. The following section will outline what is required of the Proponent and what is to be supplied in the proposal.

**COMPLETE PROPOSALS**

The Town's requirements that each Proponent must follow and include in its proposal are outlined herein. The Town reserves the right to determine, in its sole discretion, whether any proposal meets the specified requirements. Proposals should address all of the requirements as outlined in the RFP but may also include additional alternatives for consideration.

**REQUESTS FOR INFORMATION / CLARIFICATIONS / INTERPRETATIONS**

Each Proponent 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.

**INQUIRIES:**

Refer all proposal inquiries in writing to Gerry Murphy, Director of Community Services by e-mail at [gmurphy@westlock.ca](mailto:gmurphy@westlock.ca).



Deadline for inquiries is Four (4) days prior to the closing date.

Amendments to this RFP will be made available in the same manner and by the same method used for the distribution of this RFP on Alberta Purchasing Connection.

By participating in the RFP process, the Proponent agrees to hold harmless the Town, its officers, employees, agents, successors and assigns from all claims of liability and costs related to all aspects of the selection process.

The Proponents shall be responsible for conducting their own due diligence on data and information upon which their proposal is based. The Proponents shall be deemed to have gathered all information necessary to perform their obligations under the RFP.

The Town is not bound to negotiate with any Proponent. At any time prior to the execution of the contract, the Town, may in its sole and unfettered discretion, terminate the RFP, cancel the project, or proceed with the project on substantially different terms. All of this may be done without any compensation payable to any Proponent participating in the RFP process.

Information referenced in this RFP, or otherwise made available by the Town as part of this RFP, is provided for the convenience of the Proponent and the Town does not warrant the accuracy or completeness of this information. The Proponent is requested to immediately bring forth to the Town any conflict or error that it may find in the RFP. Proponents who find discrepancies or omissions in the information provided, or who have questions as to the meaning or intent of various aspects of the project, should at once notify the Town, who will, if necessary, provide written instructions, clarifications, or explanations to all Proponents through the same manner in which the RFP was distributed.

Proponents will be advised, during the Proposal by addendum of any changes, additions, or deletions to the intent of the Proposal. All such changes shall be included in the final proposals submitted by Proponents.

## **PROPOSAL SUBMISSIONS**

Proposals shall be submitted in electronic PDF format, via email to [gmurphy@westlock.ca](mailto:gmurphy@westlock.ca) with the following Subject Line:

Proposal - Town of Westlock Two Year Weed Control Services 2025-2026

Proposals must be received prior to the predetermined time and date set forth or they will not be accepted for this Request for Proposal. Proposals received late will not be considered.



Please review the RFP in its entirety prior to directing inquiries to the Town. All inquiries should be submitted in writing via e-mail; and the answers will be distributed to all interested Proponents.

## **THE RFP PROCESS**

The submission of a proposal does not constitute a legally binding agreement between the Town and any Proponent. All proposals may be withdrawn by the Proponents' at any time prior to the execution of the Contract. The Contract with the successful Proponent will be prepared by the Town. The Town is not bound to negotiate with the lowest or any Proponent and may, in its sole discretion, discontinue the RFP process prior to the execution of the contract.

The objective of the RFP is to identify the basic evaluation criteria and to establish the framework through which proposals will be evaluated. The goal of the RFP process is to identify those Proponents who can offer the best value and provide an effective service that will meet or exceed the Town's expectations for Weed Control Services.

The evaluation process may involve both qualitative and quantitative elements. The selection of the successful Proponent will be at the sole discretion of the Town. As a general guideline, all proposals presented by Proponents will be evaluated in the context of the overall value that they bring to the Town. While cost may be a significant part of the evaluation criteria, it may not be the sole determinant. The selection process assigns points to the measurable criteria. The criteria table is shown as 'Schedule C' herein.

## **ACCEPTANCE OF PROPOSALS**

Participants must provide the following as a component of the proposal package:

- Company history, experience
- Three municipal references complete with their contact information
- Proposed management structure and related experience
- Key operational personnel, including means of providing complaint, emergency and problem resolution as well as back to normal operation.
- Any other information that will assist in supporting the proposals submitted.

The Town of Westlock reserves the right to reject any or all Proposals or to accept the Proposal deemed most favorable to the Town of Westlock. The process involving submission and receipt of proposals in no way constitutes a tendering process or binding contractual arrangement between any of the participating parties.

It is intended that proposals will be evaluated in a timely manner after opening.



## **COMMENCEMENT OF SERVICE DELIVERY**

It is expected that the approved service delivery package will commence on or about May 1, 2025.

## **TERM**

This service is to be provided by the Contractor for a term of two (2) years commencing May 1st, 2025 ending October 31, 2026.

## **SITE INSPECTION**

Those participating are encouraged to visit and inspect the general Town. Arrangements may be made with Carmen Clark, Executive Assistant to the Director of Community Services, at the Town of Westlock, phone 780-350-0710.

## **NEGOTIATION**

The Town reserves the right to negotiate with any or all Proponents, after initial receipt and opening of proposals. The Town may negotiate with any Proponent whose proposal is at variance with material or no-material aspects of the RFP requirements if, in its sole discretion, the Town believes the objectives of the request will be better achieved.

## **DETAILS**

Proposals are required for providing the services below:

The contractor shall supply the required human resources and equipment to apply herbicide on a spot treatment basis as per the attached

- Map shown on Schedule A:
- The lagoon area; noxious and prohibited weeds are the target (one application per year).
- Spray for weeds and grass on the centre meridian on Hwy 18.
- Weed spray a 5 ft width along the back side of curb on the North and South side of Hwy 18 from Esso gas station West to the rail crossing on the South side and Water Pure & Simple on the North side.
- Spray all weed and grass infested sidewalks no sooner than July 15<sup>th</sup>

## **OPERATING AGREEMENT**

It is intended that a section from the service delivery options offered by Proponents will be made by the Town and an agreement will be prepared for execution by both parties for



provision of service to the Town. The initial term will be for a minimum of 2 years with option by the Town to renew for further terms of 1 year to a maximum of 3 years.

Following execution of an agreement for the accepted service delivery option(s) the price to be paid for the service(s) shall be fixed.

## **OPERATIONS**

The Contractor will be responsible to provide all necessary equipment and manpower to ensure continued service delivery throughout the life of the contract. All equipment must be maintained (cleaned) and in good repair or replaced to the satisfaction of the Town. All fuel, environmental fees and all associated operational fees will be included in the contract prices.

The Contractor is responsible for all operational coordination with the Town of Westlock, Director of Community Services, Parks and Open Spaces Coordinator and the general public.

The contractor will display signage on all sprayed areas with contact information for customer comments and complaints as per Alberta regulations.

## **DAMAGE AND WASTE SPILLAGE**

The Contractor shall clean up any substance spilled. The Contractor shall be responsible for all costs associated with the clean up. In the case of a dispute the decision of the Director of Community Services shall be final.

## **INSURANCE**

- a) The successful Proponent will be required to provide comprehensive/commercial general liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00), per occurrence;
- b) Automobile Policy to include personal injury and property damage liability coverage of not less than Two Million Dollars (\$2,000,000.00), per occurrence.
- c) Proof of good standing coverage under the *Workers' Compensation Act, of Alberta*.

## **BUSINESS LICENCE**

The successful proponent will be required to obtain and keep current a Town of Westlock business licence.



## **OCCUPATIONAL HEALTH & SAFETY**

For the purpose of all occupational health and safety regulations of the Province of Alberta, the successful Proponent will be considered as the “Prime Contractor”. The proponent shall submit their Certificate of Recognition or evidence of a health and safety program that meets or exceeds the Town of Westlock’s safety program standards and follows Occupational Health & Safety guidelines.

## **WORKERS COMPENSATION INSURANCE**

Prior to commencement of work and prior to receiving payment on work performed the Contractor must provide evidence of compliance with the requirements of the Province and Workers Compensation Insurance including payments due thereunder.

The Town may at any time during the contract request the Contractor provide such evidence of compliance.

Workers Compensation Insurance shall be maintained for the life of this contract and shall comply with statutory limits for all employees, and the Proponent shall provide Workers Compensation Insurance for all employees for any work subcontracted unless such employees are covered by the protection afforded by the subcontractor.

## **INDEMNIFICATION**

Except as provided in the following paragraph, the Contractor shall indemnify and hold harmless the Town, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributed to the Contractor’s performance of the Contract, provided that such claims or expenses are:

- Attributed to bodily injury, sickness, disease, or death, to injury to or destruction of tangible property and
- Caused by negligent act or omission of the Contractor or anyone for whose acts he may be liable.

## **WEATHER**

Weather delays shall be notified to the Parks and Open Spaces Supervisor the same day of service and shall be resumed as quickly as possible or stipulated by the Town.



## **ADDITION OR DELETION OF CONTRACT SCOPE**

During the term of the contract, new areas may be added as a result of growth and new development. The addition or deletion of areas shall be monitored by the Town and properly notify Contractor monthly of any changes.

## **TOWN PROCEDURE**

Service is to be provided in accordance with the Alberta Weed Control Act and Regulations.

## **PHONE LOG**

The Contractor shall supply and maintain a telephone to be attended by a competent representative at all times during the Town's business hours to which all queries and complaints regarding weed control in the contract area may be directed. All complaints must be logged and addressed in a timely fashion to the satisfaction of the Town. The completed log shall include the date, time, name and address of the calling party, nature of the call or complaint and the action taken. The log shall be available to the Town during normal business hours upon request. In the event that justified complaints are not acted upon within twenty four (24) hours, the Town may elect to make the required corrections and the complete cost thereof to the Contractor as a deduction from the Contract payment, charge.

## **SUPERVISION & INSPECTION**

The Contractor shall have a qualified supervisor ensure adequate supervision of work crews and complaint resolution. The supervisor shall be available to meet with the Town as necessary. Periodic inspection of the contract area shall be made by the Town to verify customer service satisfaction. Deviations from accepted Town practice shall be recorded and the Contractor notified in writing of the corrective action required. The Contractor must proceed to take corrective measure in a timely fashion.

## **SUBCONTRACTING**

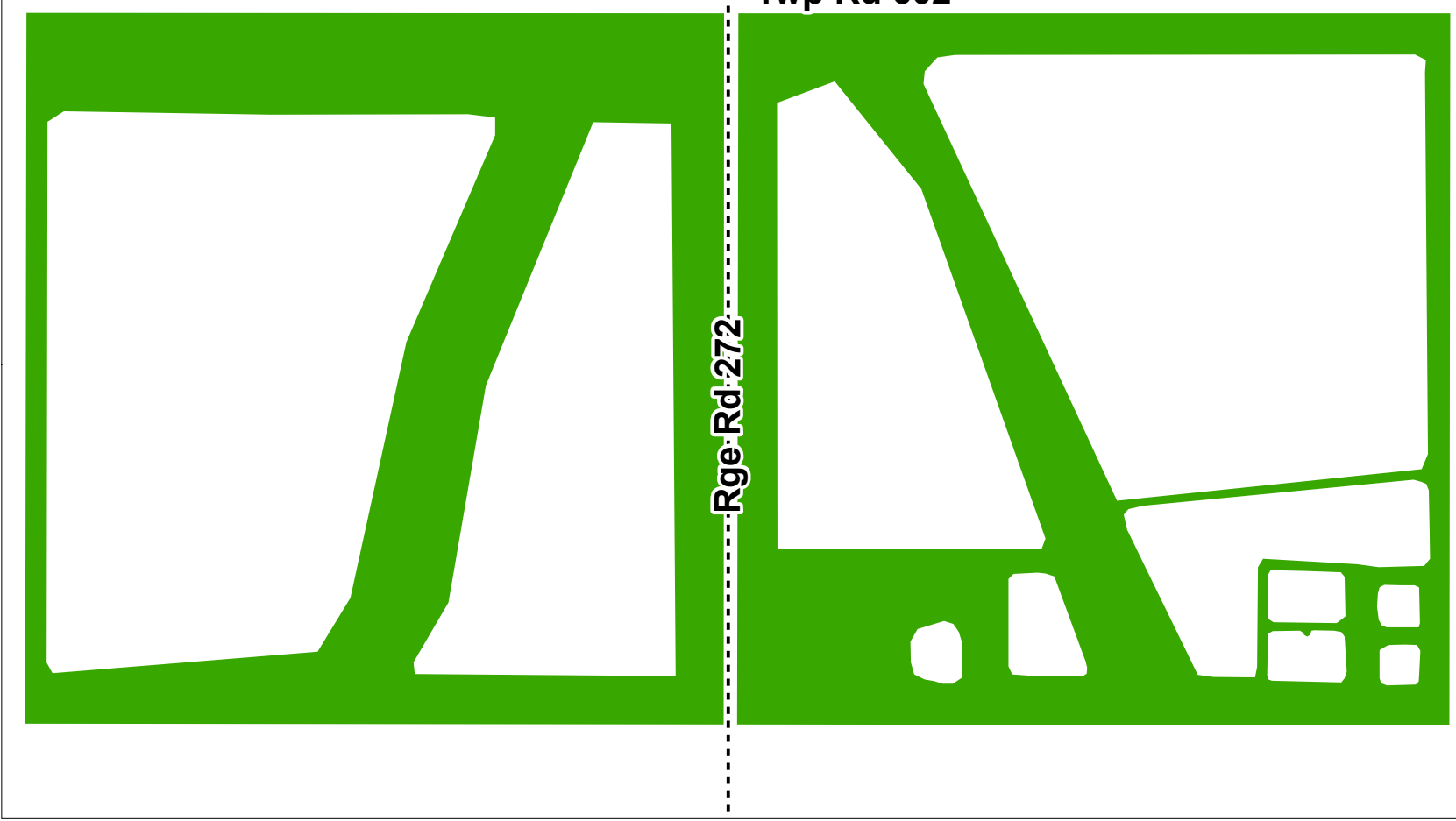
The Contractor shall not subcontract any portion of the work scope without express written permission from the Town. Unauthorized use of subcontractors shall void the contract.

## **RECORDS**

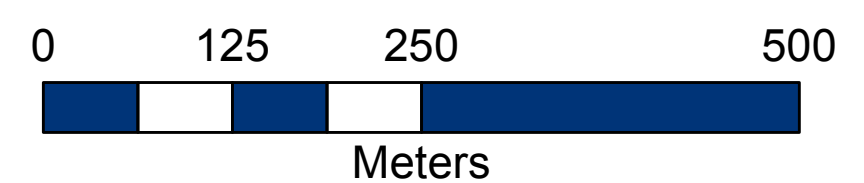
The Contractor shall make available upon request any records which the Town deems pertinent to the execution of the contract.







7.314735 ha



Base Map compiled from the Provincial Title Mapping Digital Base 10TM AEP Resource Projection, Nad 83 Datum Spatial Data Warehouse Ltd. January 2018

Herbicide Application

- ★ Entrance Signs (4)
- Linear (both sides of roadway or trail)
- General
- Highway
- School (Restrictions)

Land Marks

- Campground
- Fire Hall
- Library
- Park
- RCMP Station
- Spirit Centre
- Municipal Boundary
- Cemetery
- Health
- Municipal
- Playground
- Sani-Dump
- Railway
- Community Hall
- Hospital
- Museum
- Pool
- School
- Rotary Trail

DRAWING DISCLAIMER: TOWN OF WESTLOCK MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE REUSE OF THE DATA PROVIDED HEREWITH...

Herbicide Area Application +/- 152.24 ha (includes School property) School Area Application +/- 7.3 ha Herbicide Linear Application +/- 77.7 km

## Schedule "B"

This page to be used for pricing and returned with proposal.

### Municipal weed control services 2025 - 2026

	2025 Rate	2026 Rate
Total Lump Sum Amount for the year. Including Lagoon Area(\$)		
Lagoon Area Lump Sum for the year. (\$)		



### Schedule "C"

The Town of Westlock criteria for evaluating the proposals from qualified weed control service contractors are outlined below:

<b>Criteria</b>	<b>Weighting</b>
Cost of Services	70%
Past Service Quality (based on references**)	15%
Experience	15%

