



**COUNTY OF NORTHERN LIGHTS**

**Proposal 24.32.SRDREP**

**for**

**ROAD REPAIRS, DITCH IMPROVEMENTS & OTHER WORK**

**LOCATIONS**

- Various locations between Township Road 840 and Township Road 900

**Proposal Closing Date  
and Time:**

**May 14, 2024 at 2:01:00 p.m.**

**Proposal Submission  
And Inquiries Contact**

**Email Address:**

[DPW@countyofnorthernlights.com](mailto:DPW@countyofnorthernlights.com)  
(include Proposal Number in subject line)

**Inquiry Deadline:**

**4:30PM 3 Business Days prior to the Proposal Closing Date**

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## **1. INVITATION TO SUBMIT PROPOSALS**

Vendors are invited to submit proposals for the services detailed in this Request for Proposal (RFP) document. Our goal with this RFP is to optimize benefits for the County of Northern Lights while ensuring a fair opportunity for vendors to participate. Vendors are urged to thoroughly review the languages used throughout this document, as failure to adhere to any terms or conditions may result in the rejection of the proposal. By submitting a proposal, vendors acknowledge acceptance of the General Terms and Conditions outlined in section 5 of this RFP. It's important to note that submission of a proposal does not obligate the County of Northern Lights to award a contract or cover any expenses incurred in proposal preparation or meetings with County staff.

## 2. INSTRUCTIONS TO PROPONENTS

### 2.1 RFP Terminology

Terminology used throughout this RFP is defined in the General Terms and Condition section.

### 2.2 Inquiries

Please direct all inquiries regarding proposal submissions to Charles Schwab, Director of Public Works by email at [dpw@countyofnorthernlights.com](mailto:dpw@countyofnorthernlights.com) .

Indicate the RFP #, and project description on all correspondence.

**RFP #:** 24.32.SRDREP  
**Description:** 2024 South Transportation Road Repairs

### 2.3 Proposal Submission

Proposals must be securely sealed and marked with the Request for Proposal number. Please address submittals to:

**To:** County of Northern Lights  
#600, 7th Avenue, NW  
PO Box 10  
Manning, AB T0H 2M0

**Or VIA Email:** [DPW@countyofnorthernlights.com](mailto:DPW@countyofnorthernlights.com)

**RE:** 24.32.SRDREP  
**2024 South Transportation Road Repair**  
**Attention:** Charles Schwab  
Director of Public Works

Proposals must be received by the predetermined time and date set forth in this RFP. The completed proposal, including all additional required documentation must be received either by email, faxed, or delivered in person either at the main Reception Desk by the predetermined time and date set forth within this document. Proposals received late will not be considered.

The County of Northern Lights does not accept responsibility for the timeliness of documents delivered nor will the County accept any proposal delivered to a location other than the Reception Desk at the above specified address.

### 2.4 Proposal Copies

Only one original RFP is required. No additional copies are necessary.

## **2.5 RFP Schedule of events**

RFP Issue Date:	<b>April 30, 2024</b>
RFP Closing Date:	<b>May 14, 2024</b>
Closing Time:	<b>2:01 P.M. (local time)</b>
Evaluation of Proposals:	<b>May 14-21, 2024</b>
Selection of Preferred Vendor:	<b>May 22, 2024</b>

### 3. SCOPE OF WORK

The County of Northern Lights is seeking contractors with experienced project lead hands, coordinators, operators, and equipment to assist in site specific road repair construction projects between Township Road 840 and Township Road 900. Reporting to the Director of Public Works or his designated personnel.

This project aims to address concerns such as narrow gravel roads, eroded ditches , regrading of drainage. The work will consist mainly of road grading, centerline culvert replacement, and drainage improvements and any other additional work as deemed necessary by the Director of Public Works.

The successful proponent will collaborate with the Director of Public works or his designate to locate borrow sources and disposal locations close to the repair locations if required. The County may at their discretion provide certain equipment (loader, backhoe, skid steer) and materials (Gravel, geotextile, rip-rap), and the proponent will be responsible for administration, safety protocols, temporary signage and reporting. All safety documentation is to be reported by email directly to the County Safety Coordinator, Karly Blanton at [blantonk@countyofnorthernlights.com](mailto:blantonk@countyofnorthernlights.com) with reference to agreement or RFP number.

#### 3.1 Background

The County of Northern Lights is a rural municipality located in the Northwest Quadrant of Alberta with approximately 3,655 residents based on the 2016 Canadian Census. The regions main economic centers include the Town of Manning, Peace River and Grimshaw. Industries such as forestry, agriculture and oil & gas drive our local economy.

#### 3.2 Project Deliverables

- 3.2.1 Administrative Duties including first calls, weekly reporting of safety documents, equipment hours and other submittals as required.
- 3.2.2 Installation of temporary project construction signage, road closure and or detours related to each site (signs, barricades may be supplied by the owner). If a full road closure is required, the County must be notified with a minimum of 48hrs notice prior to closure and notification must include the planned detour route.
- 3.2.3 Equipment must be suitable for the scope of work and in a reasonable working order. Potential equipment required:
  - i. Lowboy and Jeep equipment transport (jeep as required by transportation laws)
  - ii. Track-hoe, comes with twist wrist, digging and cleanout bucket.
  - iii. Crawler tractor Dozer 650, c/w a 6-way blade (or similar size)
  - iv. Sheep foot packer, can be pull behind, or with similar capabilities e.g., Cat 815 type (site dependent)
  - v. Padfoot vibratory packer (84-inch drum size)

- vi. Hundred-Barrel Water Truck or similar, when required based on material condition and soil type.
- vii. Grader, (Cat 160 or of similar size) must come with ripper.
- viii. Tandem gravel tuck as needed, hauling of borrow, hauling of road top gravel (gravel product and loader will be provided by owner)

**3.2.4** Proponents must provide proof of insurance as detailed later in the RFP.

**3.2.5** Proponents must have proof of current WCB Clearance for the above-mentioned at the time of Tender closing and during the course of the project.

**3.2.6** Only travel between sites shall be included with the hourly rate for trucking for each piece of equipment identified.

### **3.3 Project Timelines**

Projects are to be completed between May 29th – October 31, 2024 unless otherwise determined by the Director of Public Works.

A Pre-Construction meeting shall be held at the County office or VIA Teams prior to work commencing. The successful proponent shall provide availability dates and times.

An Agreement, similar to the one attached in Schedule “A”, will be drafted by the County of Northern Lights and presented to the successful proponent for signing once all proposals have been reviewed and scored.

### **3.4 Proposal Format**

Proposals should adhere to the following:

#### **3.4.1. Letter of Transmittal**

A Letter of Transmittal or covering letter, dated, and signed by an official authorized to negotiate or, commitments, and provide any clarification with respect to the proposal on behalf of the vendor.

#### **3.4.2. Executive Summary**

An Executive Summary, touching on the pertinent points in the proposal that you wish to highlight, including an overview of the project schedule and costs.

#### **3.4.3. Corporate Profile**

Include a brief corporate profile that covers the company’s history, office

location, and available equipment.

#### **3.4.4. Scope of Work**

Proponents are required to detail their company's ability to satisfy, at minimum, all aspects as outlined in the "Scope of Work". The Proponent should describe how they would manage and execute the project.

#### **3.4.5. Related Experience and Expertise**

The Proponent will provide a comprehensive list of related experience and expertise starting with the most recent. This experience should demonstrate that the proponent has experience completing similar work.

#### **3.4.6. References**

The proponent shall include a list of three (3) references, of which two (2) will be municipal experience, within their proposal package. Each of the references shall include the complete company name, contact person, complete with title and phone number. The references should reflect municipalities/owners to whom similar work has been.

#### **3.4.7. Pricing**

The pricing for this RFP should be based on hourly rates for each piece of equipment. These rates should encompass all expenses, including fuel, maintenance, operator costs, etc. The County will cover the costs of mobilization of equipment during the transportation between construction sites but will not compensate for standby time. Payment will be made solely for the actual working hours of the equipment, with no reimbursement for standby time. Additionally, the County will not reimburse for crew travel time to and from sites, nor will it cover expenses for refueling/servicing of equipment, or equipment service trucks.

#### **3.4.8. Certification**

All proponents responding to this Request for Proposal are required to sign the Certification in Section 7.0. Failure to complete, sign and submit the certification may disqualify the proposal as described under "Section 5 – General Terms and Conditions Item 13".

#### 4. EVALUATION

Each proposal will be evaluated solely on its content according to the following:  
 Proposals will be evaluated in two stages. The first stage will consist of a review of all proposals to ensure that each proposal was received on time and the certification is signed. The First stage, proposals not considered to be compliant will be rejected; and,  
 The second stage will consist of an evaluation of the written proposal, with criteria points being distributed within the following rating matrix:

<u>Evaluation Criteria</u>	<u>Evaluation Weighting</u>
Letter of Transmittal	5
Executive Summary	5
Corporate Profile	5
Scope of Work	20
Related Experience	15
References	15
Pricing	30
Insurance	5
<b><u>Score out of percentage</u></b>	<b><u>100</u></b>

## 5. GENERAL TERMS & CONDITIONS

### 5.1 Scope

These Terms and Conditions form a part of each RFP of County of Northern Lights, or any group associated with the County of Northern Lights, which is stated to be subject to County of Northern Lights Terms and Conditions: Materials and Supplies. Accordingly, such Terms and Conditions shall form a part of each Contract created by the acceptance of a Proposal relating to such RFP.

### 5.2 Definition of Terms

Whenever used in the Request for Proposal, including any forms to be included as part of any proposal, the following words shall be deemed to have meanings as indicated below:

<b>“Closing Time”</b>	<b>means the “Closing Time” specified in the RFP.</b>
<b>“Contract”</b>	means the agreement(s) entered into by the County of Northern Lights with the successful Proponent(s) for the goods, services or goods and services described in the RFP.
<b>“Control”</b>	means that the County of Northern Lights has the authority to manage the Record, including its creation, use, disclosure, and disposal.
<b>“Municipal District”</b>	means the County of Northern Lights in the province of Alberta as represented by the Council of the Municipal District
<b>“Custody”</b>	means that a party has physical possession of the Record.
<b>“FOIP Act”</b>	means the Alberta Freedom of Information and Protection of Privacy Act.
<b>“Owner”</b>	means County of Northern Lights.
<b>“Proponent”</b>	means a person, firm or company submitting a proposal to the County of Northern Lights pursuant to the RFP.
<b>“Record”</b>	means information in any form, including proposals, reports, documents, drawings (computer generated or otherwise) specifications, photographs, letters, meeting minutes, vouchers, and all other correspondence, papers and any other information that is written, photographed, recorded, or stored in any manner, but does not include the software or any mechanism that processes such Records.
<b>“RFP”</b>	means this Request for Proposal of County of Northern Lights including all forms to be included as part of any proposal.

**“Sites”** means all lands, buildings, and premises where goods are to be delivered or services performed.

**“Transitory Record”** is one that:

- has only temporary usefulness.
- is not subject to legislated retention.
- is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records are:

- a. Temporary information that can be destroyed once acted upon, (i.e., phone messages, routing slips, diaries, opened envelopes and informal notes of little consequence)
- b. Duplicate documents when nothing substantive has been added, changed or deleted ; the copy was created for convenience of reference purpose; and the master Record is kept on file for the retention period, ( i.e., copies of minutes, correspondence, publications, prints of a microfilmed Record.
- c. Draft documents and working materials are those Records used to prepare the master Record that is on file (i.e., rough notes, preliminary drafts, dictating tapes, etc.)

Exceptions to **a)**, **b)**, and **c)** above are respectively:

- when substantive information is recorded, (i.e., when a date stamped envelope is proof of receipt)
- when substantive information is recorded as a copy; where copies of documents go to different units for different uses, i.e., a multi-part form); or when the master Record is not on file.
- When draft documents have value in substantiating or providing background material for the master Record, such as audit working papers.

**“Vendor”** means a Proponent to whom a Contract is awarded by the County of Northern Lights for any or all of the goods and services described in the RFP.

### **5.3 Proposal Conditions**

Proponents shall carefully read the Request for Proposal documentation and submit proposals subject to all conditions contained in the proposal documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of as proposal by a Proponent shall be construed by the Owner to mean that the Proponent agrees to abide by and carry out all conditions set forth in the proposal documents.

## **5.4 Proposal Clarification**

Should the Proponent find, during examination of the proposal documents any discrepancies, omissions, ambiguities, or conflicts on or between the proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via facsimile only, not less than three days before the proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, the Owner will issue addenda, which will become part of the proposal documents. Should the proponent fail to bring the discrepancy, omission, ambiguity of conflict to the attention of the Owner within the aforesaid time, the Proponent shall accept the decision of the Owner as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Proponent has included the costliest alternative in its proposal.

## **5.5 Error in Proposal**

No proposal shall be altered, amended, or withdrawn after the time specified for opening proposals. Negligence on the part of the Proponent in preparing the proposal documents confers no right for the withdrawal of proposal after it has been opened.

## **5.6 Accepting of Proposal**

The Owner reserves the right, in the Owner's sole and unfretted discretion to:

- accept any Proposal submitted prior to the RFP Closing Time, as specified in the RFP; or
- accept the withdrawal of such Proposal as permitted hereunder or by the RFP; or,
- to reject any or all Proposals, at any time without further explanation; or,
- disqualify or reject any Proposals which contain qualifying conditions or otherwise fail to conform to these tender documents; or,
- to waive any non-compliance with the proposal documents, specifications, or any conditions; or,
- if the Proponent fails to state the time within which a proposal must be accepted, it is understood and agreed that the Owner shall have sixty (60) days to accept.
- the lowest or any Proposal will not necessarily be accepted.

## **5.7 Submission of Proposal**

- 5.7.1 References: The Proponent shall include evidence, satisfactory to the Owner, of ability to perform.
- 5.7.2 Proponents shall accept collect calls or provide toll-free telephone numbers for inquiries from the County of Northern Lights.
- 5.7.3 Proponents shall provide and include with their proposal submissions an address, telephone number and/or facsimile number to which any purchase orders or agreements are to be directed.
- 5.7.4 The Owner reserves the right to amend or revise the proposal documents by addenda up to two (2) business days prior to the proposal closing time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the closing time that it has received any and all addenda issued in relation to a proposal package.
- 5.7.5 No proposal shall be altered or amended after the Closing Time without the agreement of the County of Northern Lights.
- 5.7.6 Prices included in the proposal shall be FOB the Owner's site specified in the RFP unless clearly stated otherwise.
- 5.7.7 Proponents are specifically advised to note that where the RFP includes Sites of Users, it is intended that the Users will have the same rights relative to goods or services provided to their Sites that the County of Northern Lights under the Contract, whether or not the User's become a party to the Contract. Where the User is not a party, the County of Northern Lights will be deemed to be an agent of the User for all purposes other than payment.
- 5.7.8 No proposal award decision will be made until the County of Northern Lights has had an opportunity to examine and evaluate all Proposals.
- 5.7.9 Nothing in this Request for Proposal shall be constructed as authority for the selected Vendor to make commitments, which shall bind the Owner to otherwise act on behalf of the Owner, except as the Owner may expressly authorize in writing.

## **5.8 Proposal Withdrawal**

- 5.8.1 The proposal may be withdrawn at any time up to one (1) hour prior to the RFP Closing Time but only on the submission of a request in writing signed by the Proponent at the office at which the Proposal was originally submitted. The proposal withdrawal request may be submitted by fax.
- 5.8.2 No proposal shall be withdrawn following the RFP Closing Time unless some other person has been awarded the Contract or unless a period of time as stated in the RFP document has expired from the RFP Closing Time. A Proposal, which has not been accepted at the expiration of such time, shall be deemed to be automatically withdrawn at that time.
- 5.8.3 Negligence or errors on the part of the Proponent in preparing the Proposal documents confers no right for the withdrawal of Proposal after it has been opened.

## **5.9 Substitutions**

Proponents are encouraged to quote substitutions or alternate item unless specifically identified as no substitution (no sub), but the responsibility of obtaining “equal or exceeding” quality lies solely with the Proponents. Each alternate submission should include brochures, performance, and test dates, etc., that will confirm “equal or exceeds” quality specifications requested. The Owner reserves the right to have the Proponent provide samples of alternative/ substitution items for evaluation without any cost incurred by the Owner. The Owner will be the sole judge as to the acceptability of the substituted items.

## **5.10 Discussion**

The Owner reserves the right to conduct discussions with any Proponent that submitted a proposal to assure full understanding of the proposal submitted.

## **5.11 Proposal Award**

A proposal award decision may be made after the Owner has had an opportunity to examine and evaluate all proposals in detail. The Owner reserves the right to reject any or all proposals and to accept any part of one or more proposals. The decision of the Owner is final. This proposal does not commit the County of Northern Lights to award the contract or to pay any costs incurred in the preparation of a proposal, provision of samples or attendance at pre- or post-award site meeting.

## **5.12 Proposal Requirements**

Requirements are as listed and detailed throughout this document.

## **5.13 Certification**

County of Northern Lights will not evaluate any proposal until such time that the signed certification is received. If the signed certification is not enclosed at the time of the proposal submission, the County of Northern Lights will make an effort to contact the proponent for the certification at which time the proponent will have two (2) business days to forward the signed certification. If no signed certification is received within the two business days, the proposal will be disqualified and returned via mail to the proponent.

- Order of contact will be as; follows,
- Telephone call
- Fax
- Email

Contact will be considered to have been made through any and all of these means. The proponent will then have two (2) business days in which to provide the signed certification and faxing will be acceptable in this instance. Proponents must date and sign their submission in Section 6. Failure to complete and sign will disqualify a proposal.

**Note:** A signed covering letter will not replace the requirement for signing the certification document.

## **5.14 Alberta Freedom of Information and Protection of Privacy Act**

**Intent:** This section provides general information regarding the responder's obligations in relation to the Alberta Freedom of Information and Protection of Privacy Act for the handling of information and records related to both the responses to this Request for Proposal and any subsequent contract. Responders may wish to seek their own legal advice on specific aspects of these obligations.

## **5.15 Amendments**

The Owner reserves the right to amend or revise the proposal documents by addenda up to 48 hours prior to the proposal closing time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponent's responsibility to ascertain and verify, prior to the closing time, which it has received any and all addenda issued in relation to this proposal package.

## **5.16 Contract**

The signing of a formal written agreement shall constitute the making of a contract between the County of Northern Lights and a successful Proponent. No Proponent shall acquire any legal or equitable rights in relation to the County of Northern Lights until the signing of a written agreement by County of Northern Lights. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

## **5.17 New Technology**

In the event that new technology is introduced during the term of any Contract relating to materials, supplies, and services provided under the Contract, and if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Vendor will be notified of such findings. Discussions, regarding suitability of the new technology in relation to the existing stated requirements, will be held with the awarded supplier.

## **5.18 Time**

All Time, except time of payment, is of the essence.

## **5.19 Assignment**

This contract shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign this contract, or any or its rights or obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work can be performed by the contractor hereunder shall be subcontracted to or performed on behalf of the contractor by any third party, except upon prior written permission by the Owner.

## **5.20 Compliance with Laws**

The Proponent shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

## **5.21 Financial**

The Owner reserves the right to investigate Proponents financial position.

## **5.22 References**

The Proponent shall include evidence, satisfactory to the Owner, of ability to perform.

## **5.23 Method and Order**

Proponents shall provide and include with their proposal submission an address, telephone number, and/or facsimile number to which any purchase orders are to be directed.

## **5.24 Proposal Prices**

Proponents must specify pricing structure as identified in the appropriate section of this document:

- Pricing shall be quoted in Canadian dollars
- Proponents are to quote prices based on the F.O.B. the Owner's site specified
- The Owner reserves the right to request satisfactory evidence of any price amendment
- Proponent must specify down payment expectations

## **5.25 Sole Bid**

In the event that only one bid is received, County of Northern Lights may request from that sole Proponent the following information:

- a) Current published public sector pricing
- b) Paid invoices for like items (like quality and quantity)
- c) Price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related to the product the Owner feels justifies the cost of the product.

## **5.26 Vendor and Performance/ Default**

Vendors aware of potential or pending supply difficulties must notify the Owner immediately of such difficulties before lack of supply or contracted products endangers the Owners ability supply products to user areas.

In the event of non-performance, the Owner reserves the right to acquire the items from alternative sources, and the vendor shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Owner on demand. If the Vendor defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not

comply with this agreement as it affects the Vendor's obligations, the Owner may, at its sole discretion, terminate any remaining portion of this contract with the Vendor upon five (5) days written notice delivered to the vendor, free of any claim of the Vendor of every nature and kind.

### **5.27 Force Majeure**

- 5.27.1 Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God, or any other course beyond its control, except labour disruption.
- 5.27.2 In the event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 5.27.3 Should the Force Majeure event last longer than thirty (30) days, the Owner may terminate the Agreement by notice to the Contractor without further liability, expense or cost of any kind.

### **5.28 Goods and Services Tax**

The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

### **5.29 Indemnification**

The Vendor shall indemnify and hold the Owner harmless with respects to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Owner with respect to this Agreement.

The Vendor shall indemnify and hold harmless the Owner, its employees, and agents, from any and all claims, demands, actions and costs what-so-ever that may arise, directly or indirectly, out of any acts or omissions of the Vendor in this Agreement.

Such indemnification shall survive this agreement.

### **5.30 Commitments**

Nothing in this Request for Proposal shall be constructed as authority for the selected Vendor to make commitments, which shall bind the Owner to otherwise act on behalf of the Owner, except as the Owner may expressly authorize in writing.

### **5.31 Personal Injury/ Property Damage**

The Owner shall not be liable or responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Vendor, its employees or agents, in the performance of any agreement.

### **5.32 Insurance**

The Vendor with whom the Owner wish to enter into an agreement, shall provide the Owner with the following certificate of insurance, prior to the commencement of any contract resulting from the Request for Proposal:

1. Comprehensive general liability for an amount not less than two million dollars, (\$5,000,000.00)
2. Professional liability insurance for an amount not less than one million dollars (\$5,000,000.00)
3. Standard automobile insurance for all vehicles owned, licensed, or leased by the successful proponent for an amount not less than two million dollars (\$2,000,000.00)
4. Errors and Omissions insurance for an amount of not less than one million dollars (\$2,000,000.00)

### **5.33 Governing Law**

Any agreement resulting from the Request for Proposal is governed and interpreted in accordance with the laws of the Province of Alberta.

### **5.34 Jurisdiction**

The parties agree that the laws of the Alberta shall govern the contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

### **5.35 Confidentiality**

All documents submitted to the Owner are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act**. While this *Act* allows persons a right to access to records in the Owner's custody or control it also prohibits the Owner from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in sections 15 and 16 of the *Act*. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in this Request for Proposal is to enable County of Northern Lights to ensure the accuracy and reliability of the proposal, and to evaluate the submission in response to the Request for Proposal. This information is required by County of Northern Lights to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to County of Northern Lights under this Request for Proposal that the privacy of the personal information as well as its possible disclosure by County of Northern Lights to third parties, upon request, will be governed by the FOIP Act.

## **6. PROPOSAL DOCUMENTS**

### **Have you included:**

- Letter of Transmittal
- Executive Summary
- Corporate Profile
- Scope of Work
- Related Experience
- References
- Pricing
- Insurance
- Certification Page

**Letter of Transmittal**

(Refer to 3.4.1)

-Insert a Transmittal Letter Here

Include date, any clarifications, and signed by a Corporate Officer.

## **Executive Summary**

(Refer to 3.5.2)

-Insert Executive Summary here

This is where you tell us how you are different or better than your competitors. Highlight any key concepts or ideas of your proposal

## **Corporate Profile**

(Refer to 3.5.3)

-Insert a Corporate Profile here

This is where you tell us about how long you have been in business, the types of equipment and services you have to offer, and most importantly an organizational chart of the people who will be involved in the work.

## **Scope of Work**

(Refer to 3.5.4)

-Insert a Scope of Work here

This is where you show us you understand the work. How are you going to organize the work? How are you going to communicate with the County? What will be your construction methodology? How will you keep the public safe? Do you have any ideas to save the County money?

**Related Experience and Expertise**

(Refer to 3.5.5)

-Insert related experience and expertise here

This is where you include the resumes of all the people that will be involved with the project. Show us that you have done similar projects.

**References**

(Refer to 3.5.6)

-Insert References here

Provide us the contact information of at least two references. Include the work you did for them.

**Pricing**

(Refer to 3.5.7)

-Insert Pricing here

This is where you tell us at the costs for the services you provide. You may use the page attached or your own. Please note that Administrative Rates are for first calls, safety, sign setup, reporting etc. Please also note that the County will only pay for actual operating hours. Trucking Equipment will only be paid for while being used.



**Insurance**

(Refer to 3.3.6 & 5.33.0)

-Insert Insurance here

Show us proof of your WCB coverage, Comprehensive General Liability coverage and Automobile insurance and COR.

**Certification**

*(Failure to complete, sign and submit this certification with the RFP package may disqualify a Proposal.)*

We, \_\_\_\_\_  
*(Legal Company Name)*

Of \_\_\_\_\_  
*(Business Address)*

\_\_\_\_\_

\_\_\_\_\_ *(Telephone Number)*      \_\_\_\_\_ *(Fax Number)*

Name of Contact: \_\_\_\_\_

Having examined and read the Request for Proposal documents for **RFP #: 32.PULL** as issued by the County of Northern Lights, do hereby bid and agree to provide the services/products in accordance with the Proposal /RFP documents, and do hereby agree to accept the terms and conditions set out in this Request for Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
*(Signature of Authorized Representative)*

\_\_\_\_\_  
*(Position Held)*

The personal information provided to you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that Act. The personal information that you provide may be made public, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

**Schedule “A”**  
(Example Agreement for Successful Proponent)

# MEMORANDUM OF AGREEMENT

BETWEEN:

COUNTY OF NORTHERN LIGHTS

**OF THE FIRST PART**

AND

Click or tap here to enter text.

**OF THE SECOND PART**

**RE:** Click or tap here to enter text.

County of Northern Lights  
PO Box 10, 7<sup>th</sup> Avenue NW  
Manning AB T0H 2M0

THIS AGREEMENT made Click or tap to enter a date.

BETWEEN:

COUNTY OF NORTHERN LIGHTS  
(HEREINAFTER REFERRED TO AS “THE COUNTY”)

**OF THE FIRST PART**

AND

Click or tap here to enter text.

(HEREINAFTER REFERRED TO AS “THE CONTRACTOR”)

**OF THE SECOND PART**

WHEREAS the County requires the services of the Contractor for:

Click or tap here to enter text.

(HEREINAFTER REFFERED TO AS “THE PROJECT”)

AND WHEREAS the Contractor has the necessary resources and expertise required to complete the project,

NOW THEREFORE the parties to this agreement, in consideration of the mutual terms, covenants and conditions hereinafter contained, agree as follows:

**SERVICES TO BE PROVIDED**

01. The Contractor shall provide and supply the necessary expertise and/or equipment as required for the project as requested by the County and contained within the Contractor’s Proposal attached in Schedule A.
02. The Contractor shall have completed this work by October 15, 2024

### **SERVICES TO BE PROVIDED**

03. The County will pay the Contractor for provision of services, upon receipt of invoices, prepared in accordance with rates & fees for services identified in Schedule A.

### **MAXIMUM**

04. The Maximum amount payable to the Contractor shall not exceed the sum of [Click or tap here to enter text.](#) ([Click or tap here to enter text.](#)), excluding Goods and Services Tax.

### **SECURITY, INDEMNITY AND SAFETY**

05. The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of either comprehensive or commercial general liability, with an insurer licensed in Alberta, in an amount not less than \$2,000,000.00 inclusive per occurrence, (annual general aggregate, if any, not less \$4,000,000.00) insuring against bodily injury, personal injury and property damage, including loss of use thereof. Such insurance shall include blanket contractual liability, products and completed operations liability, and shall include employees as additional insureds.
06. The Contractor shall maintain automobile liability coverage on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of this Agreement in an amount not less than \$1,000,000.00.
07. The Contractor shall provide the County with an acceptable certificate of insurance as evidence of all required insurance.
08. The Contractor shall indemnify and hold harmless the County, its employees and agents from all claims, demands, actions, causes of action and costs, directly caused by the negligent acts or omission of the Contractor its employees or agents, in the performance by the Contractor of this Agreement. Such indemnification shall survive the termination of this Agreement.
09. The County shall not be liable nor responsible in any way for any bodily or personal injury to the Contractor's employees or any damage to the Contractor's property in the performance of this Agreement.
10. The Contractor will, at its own expense, provide and maintain Workers' Compensation coverage for its employees during the term of this Agreement.
11. The Contractor must provide proof of satisfactory Workers' Compensation coverage to the County prior to commencement of work.
12. The Contractor shall familiarize itself, its staff and sub contractors with the terms of the Occupational Health & Safety Act and the regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that it is an "employer" as defined in the Occupational Health & Safety Act and that it will, as a condition of this Agreement, comply with the Occupational Health & Safety Act and the regulations thereunder.

13. The Contractor agrees to ensure that when using County premises it will comply with all security regulations in effect from time to time at such premises.

### **TERMINATION**

14. This Agreement may be terminated by either of the parties hereto giving to the other not less than five (5) days notice in writing of its intention to do so, mailed to:

CAO

County of Northern Lights  
PO Box 10, 7<sup>th</sup> Avenue NW  
Manning AB T0H 2M0

Click or tap here to enter text.

### **GENERAL**

15. This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as hereinafter otherwise provided, upon their executors, administrators, successors and approved assigns, if any.
16. The County may delegate any duties, powers or functions relating to the provisions of this Agreement to any employee or employees of the County.
17. This Agreement may not be assigned by either party hereto without the express written consent of the other.
18. This Agreement and the Schedules attached hereto shall constitute the entire Agreement between the parties hereto and may be amended only by mutual consent of the parties. Any such amendments shall be reduced to writing and signed by the parties hereto.
19. In accordance with FOIPP Act requirements the Contractor shall ensure that no use or disclosure may be made of the personal information obtained by or provided to the Contractor for any purpose other than what is needed to carry out this contract unless the Contractor has received the prior express written authorization for doing so from the County.

**IN WITNESS WHEREOF** the parties here to have executed this document on the dates written below:

ACCEPTED this  Click or tap to enter a date.

COUNTY OF NORTHERN LIGHTS

SEAL

Per: \_\_\_\_\_

Click or tap here to enter text.

CONTRACTOR

Per: \_\_\_\_\_

Click or tap here to enter text.