

Lac La Biche County

Request for Quotation

Fork Lake Campground Maintenance

RFQ No. PS-72-2025-17

Lac La Biche County is submitting a Request for Quotation (RFQ) to eligible Proponents to provide Fork Lake Campground Maintenance

1. Scope of Work

The Work consists of but not limited to:

- Pick up litter, rake and tidy up to 40 camp stalls, as well as three day-use stalls as they are vacated daily.
- Pick up litter in beach area daily, and transfer garbage to landfill.
- Assess playground equipment and surrounding area daily for litter.
- Empty approximately 20 garbage cans daily, and transfer garbage to landfill.
- Daily janitorial cleaning in three sets of washrooms.
- Biweekly mowing of minor turf consisting of approximately 1 acre, with a push mower.
- Remove hazards such as broken glass and debris from the beach and shallow water (less than 2') once per week.
- Deliver money from registrations once per week to the designated County office.
- Supply transportation and all other necessary equipment.
- Promptly report any incidents, deficiencies, or information required by the County.
- Contract is from May 1- October 1.

This will be a 1-year commitment, with the option to sign for two more years at the discretion of the County.

2. General

- 2.1. Forward all questions and bid submissions via e-mail to anthony.nowicki@laclabichedcounty.com
No telephone calls will be accepted.
- 2.2. Bid submissions will be accepted up to 2:00 PM, Monday, March 31, 2025.
- 2.3. Estimates must represent the total costs associated with the Work and include all labour, equipment and materials necessary for and incidental to the Work.
- 2.4. The Proponent shall modify their operations if directed by Lac La Biche County.

3. Pre-requisites for Qualification

- 3.1. A valid Certificate of Recognition (COR) is recommended, a Small Employer COR (SECOR) is acceptable. If the Proponent has neither they will follow Lac La Biche County's Health and Safety program.

- 3.2. Provide a valid Workers Compensation Board (WCB) Clearance Letter to verify that their account with WCB in good standing.
- 3.3. Provide evidence of insurability for Comprehensive General Liability in the amount not less than \$2,000,000 per occurrence, and Non-Owned Automobile Liability with a minimum limit of \$2,000,000 (optional).

4. RFQ Terms and Conditions

- 4.1. Lac La Biche County reserves the right to reject any and all bid submissions received in response to this solicitation and is in no way bound to accept any bid submission or to enter into a contract in relation to the bid submission.
- 4.2. All information provided by Lac La Biche County as part of this solicitation must be treated as confidential. If any information is inappropriately released, the County will seek appropriate remedies allowed. Bid submissions, discussions, and all information received in response to this solicitation will be held as strictly confidential, except as otherwise noted.
- 4.3. All communications regarding this solicitation shall be directed to the appropriate parties at Lac La Biche County.
- 4.4. Acceptance of a bid submission does not constitute an agreement. Lac La Biche County reserves the option to negotiate on the final terms and conditions, the right to negotiate the substance of the finalists' bid submissions, as well as the option of accepting partial components of a quotation, if appropriate.
- 4.5. Lac La Biche County reserves the option to negotiate the final costs, scope of work and modified terms and conditions as well as the option to limit or include third parties at Lac La Biche County's sole and full discretion in such negotiations.
- 4.6. Lac La Biche County will have ownership rights to all data generated by the project. Lac La Biche County will collaborate with the contractor on publications of findings. This document, or any portion thereof, may not be used for any purpose other than the submission of a quotation. Bid Submissions will not be returned and become the property of Lac La Biche County.
- 4.7. Only the full execution of a written contract will constitute a contract for the services, and no proponent will acquire any legal or equitable rights or privileges relative to the services until this occurs. Only the full execution of a written contract will constitute a contract for services. No Proponent will acquire any legal or equitable rights or privileges relative to the Project until this occurs, and a purchase order has been provided.
- 4.8. Lac La Biche County reserves the right to accept or reject any or all bid submissions in whole or in part, whether irregular, non-conforming or non-compliant.
- 4.9. If a written contract cannot be negotiated with the successful proponent, Lac La Biche County may, at its sole discretion at any time, thereafter, terminate negotiations with the proponent and either negotiate a contract with the next qualified proponent or choose to terminate the solicitation process and not enter into a contract with any of the proponents.
- 4.10. By submitting a quotation, each proponent agrees that any claim that the proponent may have against Lac La Biche County (and its consultants, employees, agents, and elected officials) for damages, losses, or expenses or for any other legal relief whatsoever, arising, directly or indirectly, in relation to this procurement process (whether in contract, tort, or other legal theory) is limited to payment of the reasonable third party costs in preparing the quotation to a maximum of \$500.00. Further, each proponent specifically waives as against Lac La Biche County (and its consultants, employees, agents, and elected officials) any claim for consequential or indirect damages, loss of profit, loss of business opportunity, judicial review or injunctive relief.
- 4.11. This procurement process is subject to all applicable legislation including the Municipal Government Act, the Freedom of Information and Protection of Privacy Act, the bylaws and policies of Lac La Biche County, and all other relevant governing legislation.

- 4.12. By submission of a clear and detailed written notice, the Proponent may amend or withdraw its bid submission prior to the closing date and time. Upon closing time, all submissions become irrevocable.
- 4.13. By submission of a quotation, the Proponent agrees that, should its submission be successful, the Proponent will enter into a contract with Lac La Biche County.

1. General Terms and Conditions

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where the Supplier’s other commitments, relationships, or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Contract.

“Contract” means the purchase order for the Deliverables issued by the Purchaser to the Supplier (the **“Purchase Order”**), including these Purchase Order Terms and Conditions.

“Deliverables” means the goods and/or services as described in the Purchaser Order.

“Indemnified Parties” means the Purchaser, its elected officials, directors, officers, agents, employees, and volunteers.

“Industry Standards” include, but are not limited to: (a) the provision of all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by parties providing goods or services similar to the Deliverables in similar situations in Alberta and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Purchaser;

“Purchaser” means Lac La Biche County.

“Rates” means the price, in Canadian funds, to be charged for the Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; (b) all labour and material costs; (c) all travel costs; (d) all costs associated with insuring, transporting and delivering the Deliverables to the Purchaser at its address specified on the Purchase Order; (e) all

insurance costs; and (f) all other overhead, including any fees or other charges required by law.

“Related Entities” include directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors.

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them; and

“Supplier” means the supplier identified on the face of the Purchase Order.

ARTICLE 2– GENERAL TERMS

2.01 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

2.02 Entire Contract

The Contract, together with any additional documentation referenced in the Purchase Order, sets forth the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties. In the event of any ambiguity, conflict or inconsistency between these Purchase Order Terms and Conditions and any terms and conditions contained in any acknowledgement, order or any other form issued by the Supplier, these Purchase Order Terms and Conditions shall prevail. Changes to the Contract shall only be made by the issuance of an amended Purchase Order by the Purchaser to the Supplier.

2.03 Notices

Notices shall be in writing and shall be delivered by mail, personal delivery or email and shall be addressed to the contact identified on the face of the Purchase Order.

2.04 Severability

If any term or condition of the Contract, or the application thereof, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition

(except to the extent to which it is held invalid or unenforceable), shall not be affected.

2.05 No Indemnities from Purchaser

Nothing in the Contract, whether express or implied, will directly or indirectly increase the indebtedness or contingent liabilities of the Purchaser beyond the obligation to pay the Rates in respect of Deliverables accepted by the Purchaser.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control, such as natural disasters, acts of war, insurrection and terrorism. If a party seeks to rely on a force majeure event, that party shall immediately notify the other party of the reason for and anticipated period of any delay.

2.07 Survival

This paragraph and paragraphs 2.01, 2.04, 2.05, 3.02, 3.04, 4.01, 6.02 shall survive the termination or expiry of the Contract, as shall any other provision which by its nature ought to reasonably survive such termination or expiry.

ARTICLE 3 – RELATIONSHIP BETWEEN PURCHASER AND SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other party that would in any way interfere with the rights of the Purchaser under this Contract.

3.02 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Purchaser or to assume or create any obligation or responsibility, express or implied, on behalf of the Purchaser. The Supplier shall not hold itself out as an agent, partner or employee of the Purchaser. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Purchaser and the Supplier or any of the Supplier's Related Entities.

3.03 Non-Exclusive Contract, Work Volumes

The Purchaser makes no representation regarding the volume of goods and services required under the Contract and reserves the right to contract with other parties for goods and services the same as or similar to the Deliverables.

3.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its Related Entities. The Supplier shall advise its Related Entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract.

3.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract without the prior written consent of the Purchaser. Such consent shall be in the sole discretion of the Purchaser and subject to the terms and conditions that may be imposed by the Purchaser. Nothing in the Contract, or in such consent, creates a contractual relationship between any subcontractor and the Purchaser.

3.06 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) give notice to the Purchaser without delay of any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest.

3.07 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Deliverables Warranty

The Supplier represents and warrants that the Deliverables (i) shall be provided diligently in a professional and competent manner by persons qualified and skilled in their occupation in accordance with: (a) the Contract; (b) Industry Standards; and (c) the Requirements of Law; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title. The Supplier represents and warrants that the use or sale of the Deliverables purchased under this Contract will not infringe any patent, copyright or trademark.

4.02 Delivery and Risk

Unless otherwise stated on the face of the Purchase Order, all Deliverables shall be delivered F.O.B. Destination, Freight Prepaid.

No transportation or delivery charges of any

kind, including, without limitation, packing, storage, cartage or customs brokerage charges, shall be paid by the Purchaser, unless specifically provided for on the face of the Purchaser Order. The Deliverables remain at the risk of the Supplier until the Deliverables are received by the Purchaser.

4.03 Inspection and Acceptance

Receipt of the Deliverables at the Purchaser's location does not constitute acceptance of the Deliverables by the Purchaser. The Deliverables are subject to the Purchaser's inspection and acceptance within a reasonable period of time after delivery or completion of services. If any of the Deliverables, in the opinion of the Purchaser, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the Purchaser in a rectification notice.

4.04 Time

Time is of the essence of this Contract.

ARTICLE 5 – PAYMENT FOR DELIVERABLES

5.01 Payment According to Contract

Rates The Purchaser shall pay the Supplier for the Deliverables in accordance with the Rates within thirty (30) days of receipt by the Purchaser of a satisfactory invoice from the Supplier requesting payment for Deliverables that have been received and accepted by the Purchaser. Payment shall be subject to any holdbacks or requirements of any applicable laws in relation to the Deliverables.

All invoices submitted by the Supplier must include the amount invoiced, exclusive of GST, and the amount of GST shown separately.

The Purchase Order number must appear on all documentation relating to the Contract, including, but not limited to, invoices and delivery/packing slips to be processed by the Purchaser.

5.02 No Expenses or Additional

Charges the Supplier shall pay all applicable taxes and duties, including excise taxes, incurred by or on the Supplier's behalf with respect to the Contract. There shall be no charges payable by the Purchaser to the Supplier other than the Rates.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.01 Insurance

The Supplier shall put into effect commercial general liability insurance, in a form acceptable to the Purchaser, in an amount not less than \$5,000,000, with the Purchaser named as an additional insured. The Supplier will also put into effect such other additional insurances as required by the Purchaser. The Supplier shall provide the Purchaser with evidence of insurance upon request.

6.02 Supplier Indemnity

The Supplier agrees to indemnify and save harmless the Indemnified Parties from all losses, claims, damages, actions, causes of action, costs (including legal costs on a solicitor and his own client basis) and expenses that the Indemnified Parties may sustain, incur, suffer or be put to at any time, either before or after this Contract ends, including for infringement of third-party intellectual property rights or for third party bodily injury (including death), personal injury and property damage, arising or occurring, directly or indirectly, by reason of any act or omission of the Supplier or its Related Entities, except to the extent that such liability arises out of the independent acts or omissions of the Indemnified Parties.

ARTICLE 7 – TERMINATION

7.01 Default and Termination

In the event the Purchaser is in default of the Contract, the Purchaser may at its option take any steps necessary to remedy such default at the expense of the Supplier, and/or may terminate this Contract without in any way limiting the liability of the Supplier or any rights of remedies of the Purchaser under the Contract, at law or in equity.

7.02 Termination for Convenience

Notwithstanding section 7.01, the Purchaser may also terminate the Contract at any time without cause by providing written notice to the Supplier. In the event of a termination pursuant to his section 7.02, the Purchaser shall be liable to the Supplier only for payment of the Rates in respect of Deliverables accepted by the Purchaser up to the date of termination, plus any prepaid expenses or costs incurred by the Supplier directly arising from such early termination. The Purchaser shall have no liability for any other amounts, including for any loss of profit by the Supplier, and such termination shall not limit any liability of the Supplier for any obligations under the Contract arising prior to such termination.

Lac La Biche County
Request for Quotation
Submittal Form
RFQ No.: PS-72-2025-17

Project Name: Fork Lake Campground Maintenance

Required Documentation to be submitted as part of all RFQ Bid Submissions:

- RFQ Submittal Form
- WCB Clearance Letter
- Current COR or SECOR Safety Certificate (if applicable)
- Insurance (\$2,000,000 Commercial General Liability)

I _____ of _____ have
(NAME) (PROPONENT)
reviewed, understand and have provided all necessary noted documentation as part of my Request for Quotation Package.

Based on the completed review, our submitted, stipulated fixed price to complete the noted project will be \$ _____ + GST.

The price provided above includes addendum/s _____.
(Please indicate 'N/A' if Addendums were NOT issued.)

The Proponent agrees to provide services or goods, as requested for each Work Site in accordance with the Unit Rates quoted above.

Printed Name of Duly Authorized
Company Representative

Signature

Date