

Lac La Biche County

Request for Quotation

Parks Horticulture Maintenance

RFQ: PS-72-2025-18

A. Introduction

Lac La Biche County is a specialized municipality located in north-east Alberta. In 2007, an amalgamation between Lakeland County and the Town of Lac la Biche brought governance of the two municipalities together. Today, the County covers over 12,500 sq.km. of mostly undeveloped land. Numerous rural developments in the form of county residential subdivisions exist throughout the County, with more dense development in the Hamlets of Plamondon and Lac La Biche.

The County contains several designated parks and maintains a significant area of boulevards, downtown streets, municipal reserve, environmental reserve and other public open space for recreational use and public enjoyment. To date, the County has completed all required maintenance within parks and open spaces including a number of shrub and flower beds in parks, beds in front of municipal buildings, and flower baskets along streetscapes. While the County maintains a fleet of equipment to provide regular maintenance for parks and open space, it lacks the labour capacity and unique expertise needed to properly care for its inventory of plant beds and flower baskets found within the two main hamlets – Plamondon, and Lac La Biche.

This request for quotations is seeking the assistance of a qualified company or individual to Maintain:

Task 1: Water, fertilize and weed hanging baskets in downtown Lac La Biche;

Task 2: Water, fertilize and weed hanging baskets in downtown Plamondon;

Task 3: Water, fertilize and weed flourishing flowers within 15 gal. plastic pots inserted into 24 precast concrete pots; plant, and maintain 20 permanent concrete planters.

Task 4: Water, fertilize and weed the County's existing inventory of at-grade shrub / flower beds;

Task 5: Water, fertilize and weed deciduous shrubs, coniferous shrubs, perennials/annuals for beds and shredded wood chip mulch.

B. General

1. Forward all questions and bid submissions via e-mail to anthony.nowicki@laclabichedcounty.com
No telephone calls will be accepted.
2. Bid submissions will be accepted up to **3:00 PM, Friday, April 25, 2025.**

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.
4. No other County staff may be contacted by Bidders prior to the closing date and time. Any such contact may disqualify quotations.

C. Scope of Work

The following is the proposed scope of work:

Task 1: The County has now completed two of three phases of streetscape development along Main Street. New light poles have proper mounting brackets installed for baskets. This task includes:

- Provide regular maintenance to ensure flowers continue to grow vigorously throughout the growing season to (estimated) 43 hanging baskets and 20 permanent concrete planters.
- The Contractor must inform County Staff of any damaged baskets or planters as a result of vandalism or other third-party damage; so that they can be replaced in a timely manner.

Task 1B: The County has six additional hanging baskets located at various public buildings. This task includes:

- Same scope as Task 1; and
- An estimated 6 baskets are required: (2 – County Centre Entrance, 2- McArthur Place Entrance, 2- McArthur Park Rotary Gazebo).

Task 2: Plamondon's downtown is established along Highway 858. This task includes:

- Provide regular maintenance to ensure flowers continue to grow vigorously throughout the growing season to (estimated) 33 hanging baskets.
- The Contractor must inform County Staff of any damaged baskets or planters as a result of vandalism or other third-party damage; so that they can be replaced in a timely manner.

Task 3: The County has recently acquired 24 precast concrete pots with decorative artwork on the outside. These pots are approximately 150lbs. each and not easily moved. Pots have been built with a single hole in the bottom to allow water release. Each planter will accept a #15 (15 gal.) plastic pot, allowing for planters to be installed by the County then having plastic pots filled with soil and flowers inserted when required. This task includes:

- Precast concrete planters will be placed by the County, spread in various areas throughout both the Hamlet of Lac La Biche and Plamondon.
- Provide regular maintenance to ensure flowers continue to grow vigorously throughout the growing season to 24 pots.
- The Contractor must inform County Staff of any damaged baskets or planters as a result of vandalism or other third-party damage; so that they can be replaced in a timely manner.

Task 3b: There are seven large flowerpots located at the Bold Center in the Hamlet of Lac La Biche, three in the back and four in the front. This task includes:

- Supply and install well-drained, nutrient rich and otherwise suitable topsoil with vermiculite or equivalent material within pots;
- Plant annuals to fill each of the pots;
- Provide regular maintenance to ensure flowers continue to grow vigorously throughout the growing season;

- The Contractor must inform County Staff of any damaged baskets or planters as a result of vandalism or other third-party damage; so that they can be replaced in a timely manner.
- Seven planters need to be planted and maintained.

Task 3c:

- Plant supplied flowers in rich nutrient topsoil into 20 permanent concrete planters along the main street in LLB.

Task 4: Provide maintenance of the County's existing inventory of at-grade shrub / flower beds. This task includes:

- Provide regular watering and fertilization of beds to promote vigorous and healthy growth of all existing plant material;
- Beds are located in front of County buildings and LLB Signs (Protective Services, McArthur Place, County Centre, Both LLB entrance signs and Bold Centre Sign, along Beaverhill road and meridians; and within 1 existing established parks, including:
 - Richard C Devonian Park
 - Mc Arthur Park

Bidders are encouraged to visit these locations to understand the magnitude of plant beds;

- Fluff up and top up shredded wood mulch as required. Contractor to contact County staff for any required mulch;
- Ensure all beds are weed-free, and prune shrubs as necessary to promote uniform and healthy growth; and
- Replace any dead plants as required (see Task 5 for scope for replacements).

Task 5: On an as-needed basis and as directed by the Client, supply and install deciduous shrubs, coniferous shrubs, perennials and shredded wood chip mulch. This task includes:

- Supply and installation of 5 gal. deciduous and coniferous shrubs when requested by the County to supplement existing plant beds;
- Supply and installation of 2 gal. perennials (both flowers and grasses) when requested by the County to supplement existing plant beds; and
- Provide regular watering and fertilization of beds to promote vigorous and healthy growth of all existing plant material until established.

Contract Term - This is a **one-year contract** starting in spring 2025, ending at the end of the 2025 growing season. The County reserves the right to extend this contract for up to three additional years based on the performance of the Contractor.

Additional Work - during the contract period, Lac La Biche County may extend the scope of work to include the supply and installation of shrubs and flowers in various locations throughout the County. Any such work will be negotiated at the time of determining the extents of work. All additional work will be negotiated on an as-needed basis with the successful Bidder.

General Performance: other than trees that at or beyond their expected lifespan, it is expected that less than 10% of the overall inventory of shrubs and perennials are lost each season. The County reserves the right to terminate the contract at its own discretion at any time should plant mortality exceed this value when it is within the control of the Contractor.

Locations: refer to the attached images for general locations of planters and beds throughout Lac La Biche.

- Purple: Proposed areas/locations around LLB/Plamondon where our ground planters would be installed for the season, and where planters already exist (big Bold Centre planters);
- Orange: Locations where the hanging pots are installed for the season; and
- Green: Locations of flower beds that will be taken care of.

D. Logistics

The following considerations will form part of the operations of the plant maintenance program:

1. The Contractor is responsible for all required equipment and personnel to undertake this contract. The Contractor shall not assume that Lac La Biche County will provide any labour or equipment to fulfil tasks under this contract;
2. Watering in parks must be done with properly sized equipment as to not cause any ruts on turf areas, or damage to trails. The Contractor will be responsible for excessive loading on trails and any damaged caused to concrete or asphalt trails and to repair any ruts caused along trails or other grassed areas;
3. Lac La Biche County will not permit water trucks to be filled off municipal hydrants, mostly due to ageing infrastructure and concerns with local capacity. Contractors must use designated water fill stations for obtaining water used for irrigation purposes;
4. Water truck fill stations are located at the Lac La Biche Airport and in Plamondon. Users can pay using coins on-site or contact the office to set up an account. Fees are \$1.10 per cubic metre for residents and commercial accounts and \$8.10 per cubic metre for industrial users, work camps and out-of-County users. There is also a water fill station located along Lakeland Drive / Hwy 881 (Summit Heights Reservoir Truck Fill). This station is exclusively for residential use and the Contractor may not use this location for commercial water filling;
5. The Contractor is responsible for its own staging areas, equipment storage and other property required to fulfil its obligations under this contract. Bidders must not assume they are able to use any County properties for storage or day-to-day use;
6. Contractors may make arrangements with the Province of Alberta to withdraw water from a Provincial waterbody. Lac La Biche County would be willing to provide the letter of endorsement that Alberta Forestry and Parks will require for such application; and
7. Contractors will be responsible for the disposal of any debris such as branches at its own cost. Contractors will be responsible for making any necessary arrangements with the Lac La Biche County landfill as required for the disposal of any materials.

E. Evaluation

Proposals will be evaluated on the following criteria:

Pass / Fail: bidders must meet all the following criteria in order to move into the evaluation phase:

1. Maintain commercial general liability coverage for this type of operation in an amount no less than \$1M. A certificate naming Lac La Biche County as additional insured must be provided prior to the execution of a contract.

2. Maintain coverage in good standing with WCB Alberta. A WCB clearance letter must be provided with your submission.
3. Primary staff qualification must be demonstrated with a resume of the designated lead person responsible for oversight and for pruning activities. This must be the “boots on the ground” individual, not just a person that is employed by the Contractor.

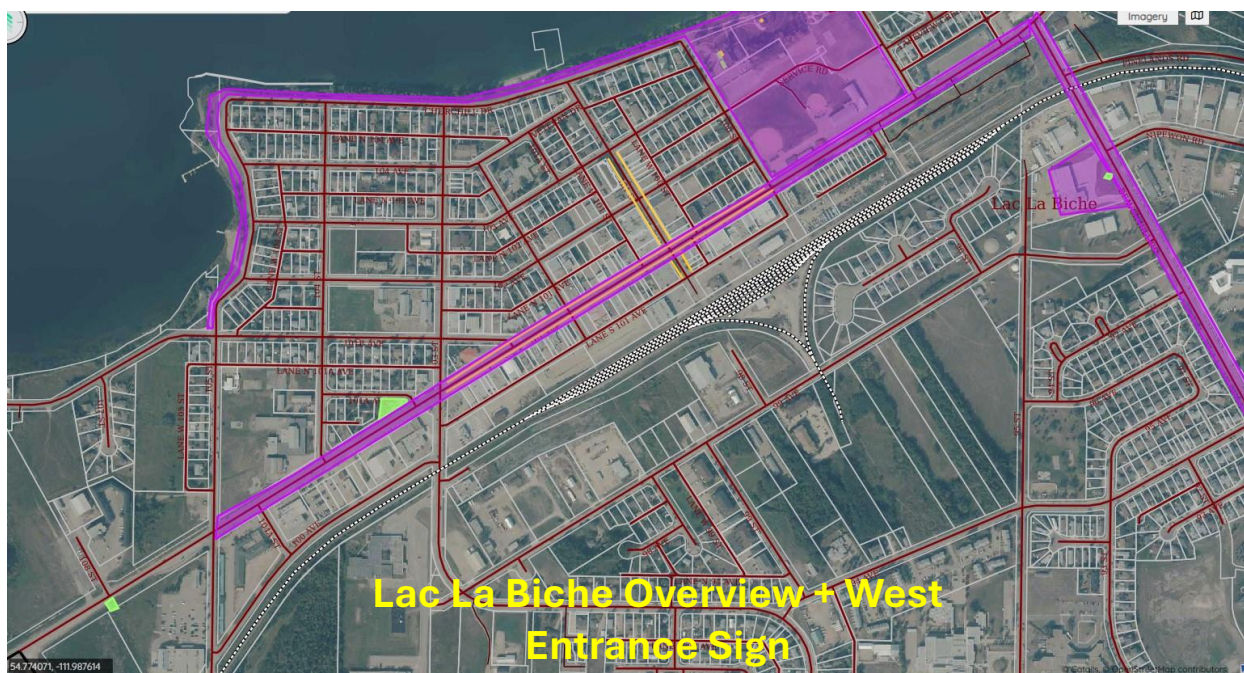
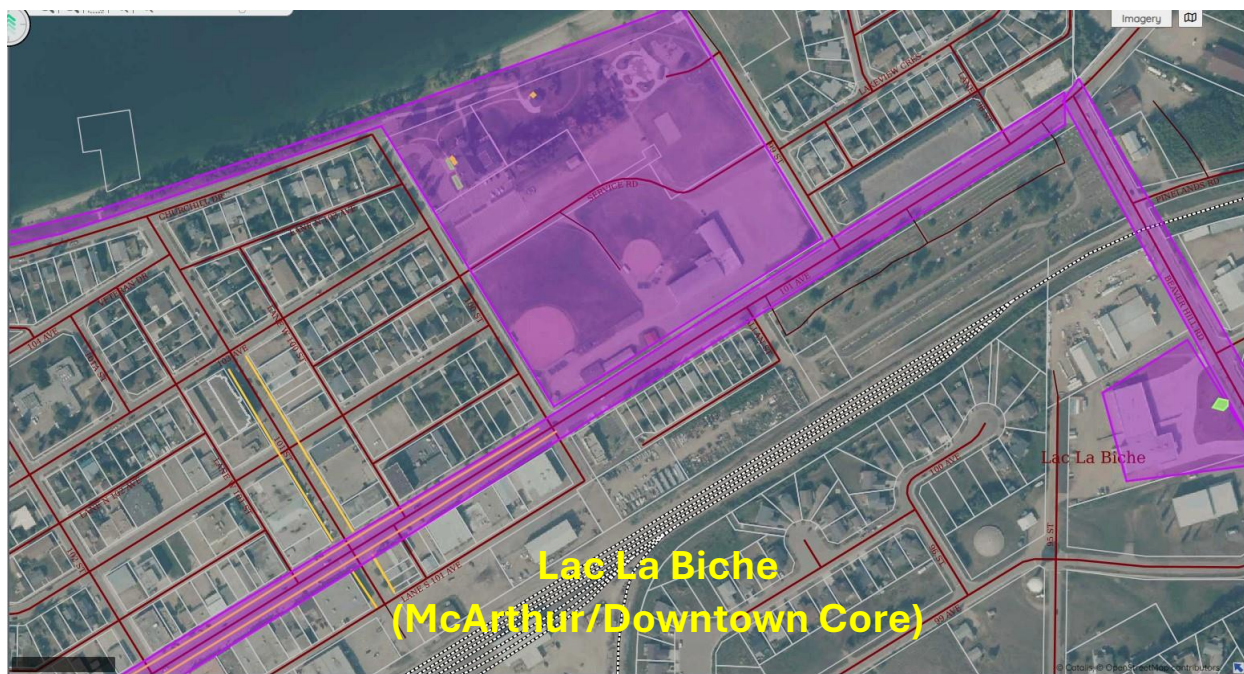
Pass / Fail: Mandatory Requirements	
Commercial General Liability Insurance	Successful bidder must provide a certificate naming the County as additional insured prior to a contract being executed
WCB Coverage	Provide a WCB clearance letter with your submission
Staff Qualification	Provide a resume with your submission outlining the experience, credentials, education and employment history of the individual that is primarily in charge of the tree maintenance program

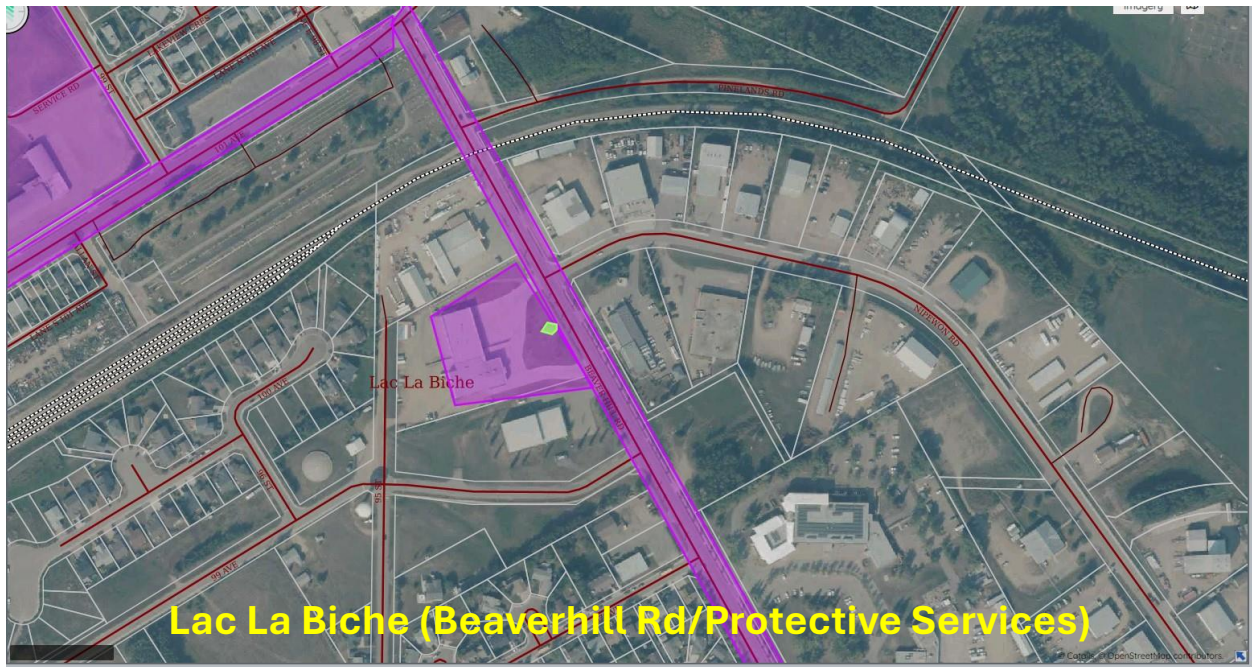
Evaluation Phase:

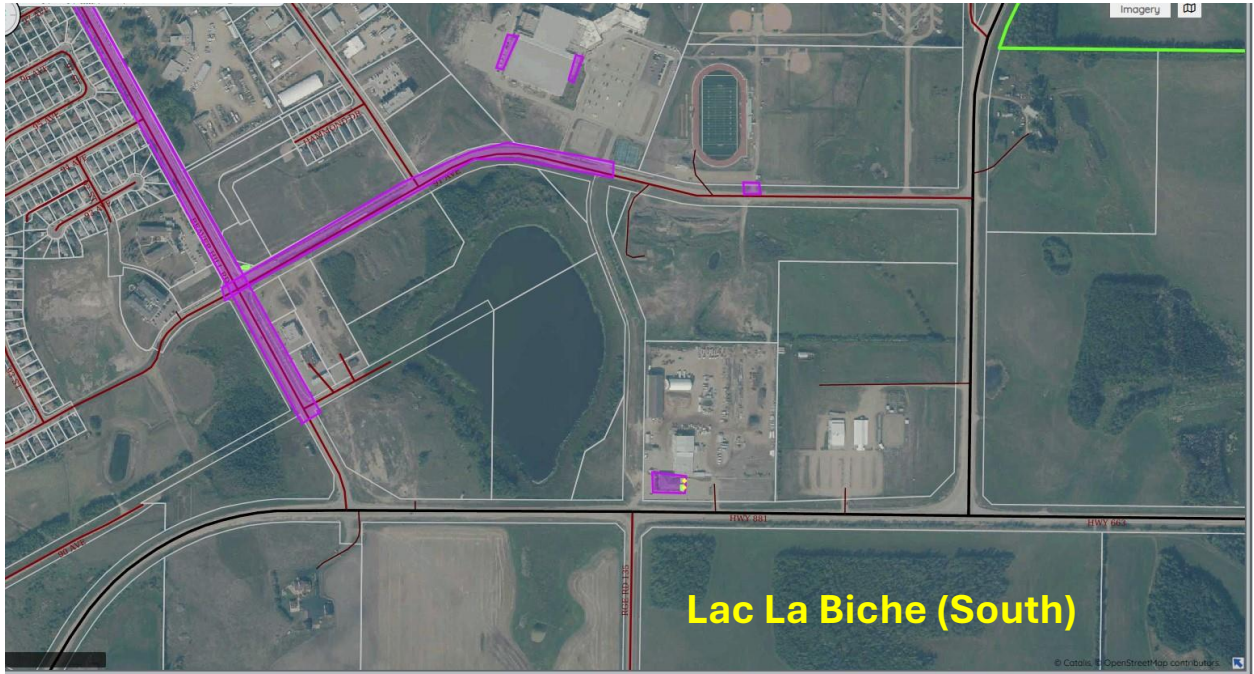
1. Expertise and Past Experience – demonstrated capabilities and experience in plant care. Consideration will be given to those companies with experience in the growing conditions / zone / climate of the Lac La Biche region. (30 / 100 points)
2. Potential Risks and Mitigation Strategies – describe what potential risks may arise during the course of flower/bed maintenance and what maintenance strategies are proposed.

Examples may include the provision of topping up mulch to provide better moisture retention, different fertilization measures, or recommendations for different growing medium etc... (20 / 100 points)

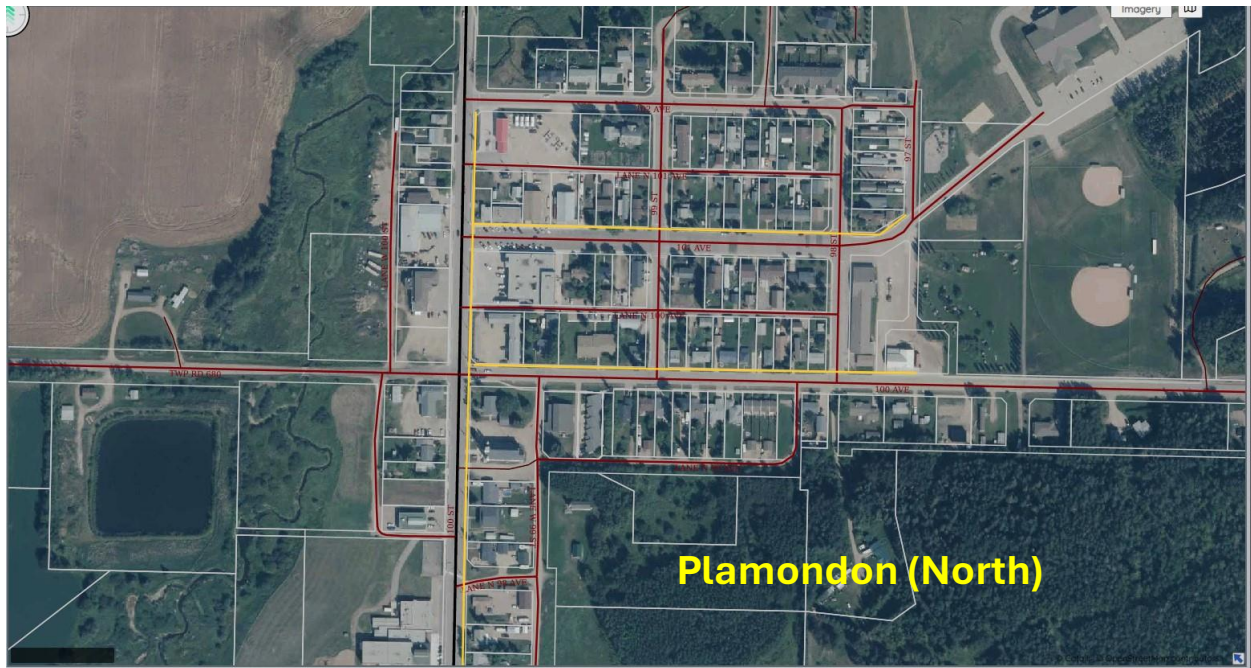
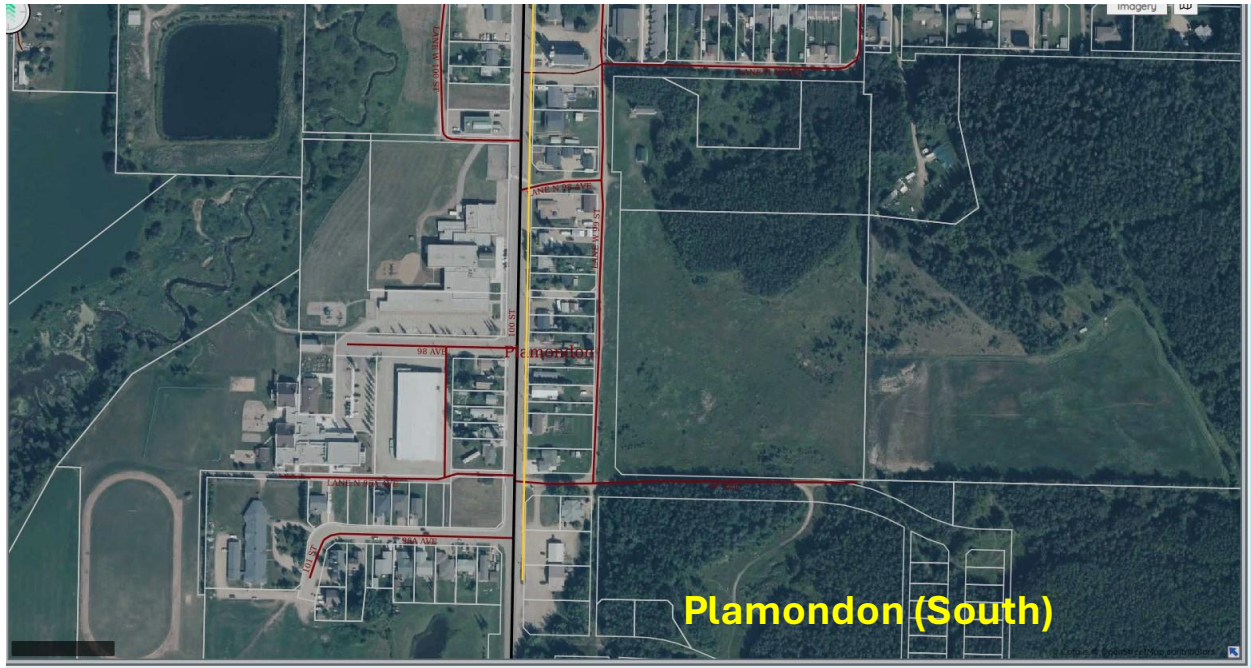
Evaluation Criteria (out of 100)	
Expertise and Past Experience	80 points, as evaluated by the review team
Potential Risks and Mitigation Strategies	20 points, as evaluated by the review team











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 Purchaser 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-72-2025-18

Project Name: Horticultural Maintenance Contract

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