



**Request for Proposal (RFP)**  
**For the**  
**Hauling and Disposal of Solid Waste at**  
**Smoky Lake County Rural Waste Transfer Stations and Bin Sites**

**Issued May 12, 2025**

**Submission Deadline June 27, 2025 at 1:00 p.m.**

Posted to:

Smoky Lake County Website at [www.smokylakecounty.ab.ca](http://www.smokylakecounty.ab.ca)

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## PART 1 – INTRODUCTION

### 1.1 Invitation

This Request for Proposals (RFP) issued by Smoky Lake County (the County) is an invitation to submit non-binding offers for the provision of services for the hauling and disposal of solid waste from Smoky Lake County Rural Transfer Stations and Bin Sites as further described in Part 4: Deliverables, for the rates established in **Appendix B**.

The respondent selected pursuant to this RFP process will be informed in writing and Respondents not selected will also be informed in writing.

Smoky Lake County is a rural municipality located approximately 120 km North East of Edmonton which covers an area of 274,595 hectares (678,775 acres), and has a population of 2461. For more information about Smoky Lake County, please visit our website at [www.smokylakecounty.ab.ca](http://www.smokylakecounty.ab.ca)

For the purpose of this procurement process the Contact person shall be:

**Dave Franchuk, Environmental Operations Manager, Smoky Lake County**

Office: 780-656-3730

Cellular: 780-650-1800

Email: [dfranchuk@smokylakecounty.ab.ca](mailto:dfranchuk@smokylakecounty.ab.ca)

### 1.2 RFP Timetable

RFP Issued:	June 2, 2025
Deadline for Questions:	June 13, 2025 at 1:00 p.m.
Deadline for Issuing Addenda:	June 16, 2025
<b>Submission Deadline:</b>	<b>June 27, 2025 at 1:00 p.m.</b>
Rectification Period:	3 Business Days from notification of Rectification

The RFP timetable is subject to change at any time prior to the Submission Deadline.

For the purpose of this section, “Business Day” means any working day between 8:00 am. and 4:00 pm., Monday to Friday inclusive, but excluding statutory and other holidays that the County has elected to be closed for business.

### 1.3 No GUARANTEE of VOLUME of Work or Exclusively of Contract

Smoky Lake County makes no guarantee of the value or volume of work to be assigned to the successful respondent. The Agreement with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. Smoky Lake County may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

#### **1.4 Submission of instructions**

Respondents are requested to submit one (1) original and (3) copies of their submission in the form prescribed herein by the Submission Deadline.

All Submissions must be clearly marked with the full legal name and return address of the respondent and, whether delivered in person, sent by mail, or sent by courier will be directed to:

**Smoky Lake County – RFP: Hauling and Disposal of Solid Waste  
Attn: Environmental Operations Manager  
4612 McDougall Drive  
Smoky Lake Alberta T0A 3C0**

Submissions sent by email or facsimile will **not** be accepted and submissions received after the Submission Deadline, will be rejected.

#### **1.5 Respondents to review RFP**

Respondents shall promptly examine all of the documents comprising this RFP and:

- a) shall report any errors, omissions or ambiguities and,
- b) may direct questions to seek additional information in writing by e-mail to the Smoky Lake County Contact on or before the Deadline for Questions.

Smoky Lake County is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the County Contact on any matter it considers to be unclear. Smoky Lake County shall not be responsible for any misunderstanding on the part of the respondent concerning this RFP or its' process.

Respondents and their representatives may not contact individuals employed or engaged by any member of Smoky Lake County, other than the Smoky Lake County Contact, concerning matters regarding this RFP.

Only information received by the Smoky Lake County Contact will be considered in the RFP process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

#### **1.6 All new information to Respondents by way of addenda**

This RFP may be amended only by an addendum in accordance with this section. If Smoky Lake County, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by Smoky Lake County.

### **1.7 Amendment of Responses**

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package promptly marked with the RFP title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

### **1.8 Withdrawing Submissions**

At any time throughout the RFP process, a respondent may withdraw a submission. To affect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed by an authorized representative. The County is under no obligation to return withdrawn submissions.

### **1.9 Debriefing**

Respondents may request a debriefing after a receipt of a notification of award. All requests must be made in writing to Smoky Lake Contact and must be made within sixty (60) days of notification of award.

### **1.10 Litigation**

Pursuant to Smoky Lake County policy suppliers who have initiated legal proceedings against Smoky Lake County are ineligible to submit a proposal in response to this RFP, for further information, please contact the Smoky Lake County Contact

[End of Part 1]

## Part 2 – EVALUATION OF QUOTATIONS

### 2.1 Stages of Evaluation

The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Quotations failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Quotations failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that Smoky Lake County issues its rectification notice to the respondent.
- Stage II will consist of a scoring on the basis of the Rated Criteria as set out in part 4.
- The highest scoring respondent(s) from stage II may be invited to participate in an interview at Smoky Lake County office. The proposed key contact or representative who will be overseeing operational matters shall be in attendance at this interview.

Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in disqualification of the respondent and the selection of another respondent, or the cancellation of the RFP.

### 2.2 Mandatory Requirements

#### 2.2.1 Mandatory Forms

Each quotation must include:

- **Appendix B** – Quotation form completed and signed by an authorized representative of the respondent
- **Appendix C** – Contractor Questionnaire Form completed by the respondent.
- Schedule 1 – Rate Bid Form (individual tabs in spreadsheet for each location shall be completed)

#### 2.2.2 Other Mandatory Requirements

##### a) Safety Prequalification

Contracts will be awarded to respondents who, prior to the Submission Deadline, possess a Certificate of Recognition (“COR”) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Respondents are advised that a small employer’s certificate of recognition (for employers with less than ten employees) is not considered acceptable.

For respondents who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (“TLC”) issued by the Alberta Construction Safety Association (“ACSA”) will be considered. Smoky Lake County will confirm that the respondent possesses a COR or a valid TLC through the Alberta Construction Safety Association.

It is the respondent’s responsibility to ensure his registration in the program is properly documented with the Alberta Construction Safety Association and the County will assume no liability of errors or omissions by the Alberta Construction Safety Association in this regard.

Prospective respondents who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

Alberta Construction Safety Association

[www.acsa-safety.org](http://www.acsa-safety.org)

#### **b) Proof of Bonding Ability**

The respondent must demonstrate its ability to obtain performance security in the form of a bond, irrevocable Letter of Credit, or Certified Cheque in favor of Smoky Lake County for the amount set out in Part 4, Section B, item 6.

Respondents must submit proof of bonding ability in one of the following forms:

- an original signed and sealed Consent of Surety issued by a licenced company, firm or agency authorized to transact business of a Surety in the province of Alberta, or
- an original letter signed and sealed letter from a Canadian Financial Institution indicating a Letter of Credit will be provided should the respondent be successful

### **2.3 Rated Criteria**

In addition to submitting the Quotation Form, noted above and applicable, respondents should respond to the non-price factors described in Part 4 – with reference to the applicable rated criteria categories as set out in Section C of Part 4- RFP Particulars.

### **2.4 Tie Score**

In the event of a tie score, the Favored respondent will be the respondent with the most competitive price.

[End of Part 2]

## **Part 3 – TERMS OF REFERENCE AND GOVERNING LAW**

### **3.1 Terms**

In responding to this RFP and to be eligible for consideration, each respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFP Terms of Reference and Governing Law as contained hereunder.

- a)** This RFP process is not intended to create a formally legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- b)** Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of the contract, the failure to award a contract or the failure to honour a quotation;
- c)** The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations;
- d)** No legal obligation regarding the procurement of any good or service shall be created between the respondent and Smoky Lake County until Smoky Lake County accepts the respondents offering in writing;
- e)** When evaluating quotations, Smoky Lake County may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and Smoky Lake County may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- f)** Smoky Lake County may consider the respondents past performance on previous contracts or any other relevant information taken into account by Smoky Lake County when determining the acceptability of the respondent;
- g)** Smoky Lake County may disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by Smoky Lake County, "Conflict of Interest" shall have the meaning ascribed to it in the Quotation Form (**Appendix B**);
- h)** The respondent consents to Smoky Lake County's collection of the information as contemplated under this RFP for the uses contemplated under this RFP;
- i)** Smoky Lake County will not return the submission or any accompanying documentation submitted by the respondent;
- j)** Smoky Lake County may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- k)** Smoky Lake County may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct and such inappropriate conduct shall include but not limited to (I) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (II) the refusal of the respondent to honour its pricing or other commitments made in its



quotation, or (III) any other conduct, situation or circumstance, as solely determined by Smoky Lake County, that constitutes a Conflict of Interest; and

I) Smoky Lake County may cancel this RFP process at any time.

The parties also acknowledge that these terms (a) are included for greater certainty, and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

## Part 4 – RFP Particulars

### 4.1 Deliverables

Smoky Lake County is seeking submissions from qualified Contractors to provide services for the hauling and disposal of solid waste for the following sites:

#1 Waskatenau Transfer Station	8	8-yard bins <b>Thursday</b>
#2 Smoky Lake Class 3 Landfill & Transfer Station	4	8-yard bins <b>Monday</b>
#3 Bellis Transfer Station	5	8-yard bins <b>Tuesday</b>
#4 Vilna Transfer station	8	8-yard bins <b>Monday</b>
#5 Spedden class 3 Landfill & Transfer Station	4	8-yard bins <b>Tuesday</b>
#6 Hamlet of Spedden bin site	3	6-yard bins <b>Monday, Thursday &amp; Long Weekends</b>
#7 Vilna Agricultural Society bin site	1	6-yard bin <b>Monday</b>
#8 Vilna Lodge bin site	1	6-yard bin <b>Monday</b>
#9 Bellis Hall bin site	1	6-yard bin <b>Tuesday</b>
#10 Hamlet of Bellis bin site	3	6-yard bins <b>Monday</b>
#11 Bellis Beach lake bin site	3	6-yard bins <b>Tuesday</b>
#12 Bonnie Lake resort bin site	2	6-yard bins <b>Monday</b>
#13 Mons Lake resort bin site	3	6-yard bins <b>Monday</b>
#14 Mons Lake camp bin site	1	6-yard bin <b>Monday</b>
#15 Hanmore Lake East bin site	2	6-yard bins <b>Tuesday</b>
#16 Hanmore Lake West bin site	2	6-yard bins <b>Tuesday</b>
#17 Pioneer Bible Camp bin site	2	6-yard bins (summer only) <b>Tuesday</b>
#18 Hanmore lake camp bin site	3	6-yard bins (summer only) <b>Tuesday</b>
#19 Kaduik Lake Camp bin site	1	6-yard bin (summer only) <b>Tuesday</b>
#20 The Hamlet of Warspite bin site	5	6-yard bins <b>Thursday</b>
#21 Victoria historic bin site	1	6-yard bin <b>Monday</b>
#22 The Hamlet of Edwand bin site	2	6-yard bins <b>Monday</b>
#23 Hill side Acres resort bin site	3	6-yard bins <b>Tuesday</b>
#24 Paradise Cove resort bin site	5	6-yard bins <b>Tuesday</b>
#25 White Fish Lake properties bin site	2	6-yard bins <b>Tuesday</b>
#26 The Hamlet of Hamlin Bin site	3	6-yard bins <b>Monday and Thursday</b>
#27 Smoky Lake Rodeo grounds	2	6-yard bins <b>Once a year</b>

The provision of the Deliverables will be governed by the terms and conditions set out in **Appendix A**.

### 4.2 Service Requirements

The Contractor will undertake the following scope of work:

- Hauling of waste from the rural Smoky Lake County transfer stations/landfills and waste bin sites, and disposal at Evergreen Regional Waste Management Services 56331 Range Road 104 St. Paul County.
- maximum 24-hour response to County service requests and maximum 48 hours for service delivery;
- Assure all sites drive-through gates are locked when the site is not open on the day of waste removal.

Hauling and disposal services for the rural locations may include the following materials;

- Household Waste;
- Large items Household Waste;
- Cardboard;
- Mixed Paper

Waste materials that are not accepted at Smoky Lake County rural transfer station bins and bin sites include:

- Automobile and machinery hulks;
- Manures;
- Liquid waste;
- Hazardous material;
- Oversized items (greater than 2cubic meters or 3 meters in length);
- Burning (hot) waste; and
- Explosive or flammable materials.

Respondents are to indicate in their submission accepted and unaccepted waste materials for solid waste bins to assist with preventing contaminated loads.

The Contractor will be required to provide weekly tipping receipts for each rural location to Smoky Lake County's Environmental Operations Manager. Tipping receipts must include the date, location of landfill, weight and tipping fee (with GST identified separately).

#### **4.3 Equipment Requirements - Waste Hauling Trucks**

All proposed vehicles to be used for the performance of the services must have sufficient capacity and strength, capable of loading and unloading mechanically (all waste) mounted on an adequate chassis with a front-end loading system. All vehicles must comply with Alberta Transportation commercial vehicle requirements. Any changes in equipment will be subject to approval by the County.

In addition, the Contractor shall provide back-up vehicles to carry out services in the event of an equipment failure or breakdown. Respondents are to provide a contingency plan to address abnormal operating conditions (i.e. fire, equipment breakdown, etc.) as indicated in **Appendix C- Contractor Questionnaire Form**.

#### **4.4 Solid Waste Bin Replacement**

The existing solid waste bins listed under Section 4.1 are the property of Smoky Lake County. Solid waste bins that require replacement due to damage or deterioration caused by normal use or depreciation during the life of the contract, shall be replaced by the Contractor at their own cost. Any solid waste bins replaced by the Contractor shall be the property of the Contractor.

#### **4.5 Material Disclosure - Environmental Regulation Compliance**

All operations must comply with the Waste Control Regulations under the Alberta Environmental Protection Act and any regulation that may replace it, as well as all other legislation that may apply.

In addition to any regulatory reporting requirements, any spills or leaks from the containers or transfer vehicles must be reported in accordance with the Safety Reporting Requirements identified in **Appendix A** – Form of Agreement.

#### **4.6 Materials and Equipment**

Unless otherwise specified, the Contractor shall provide, maintain, and pay for all materials, tools, machinery, equipment, temporary facilities, controls, and conveniences necessary for performance of the Contract.

#### **4.7 Contract Term.**

Its Smoky Lake County's intent to enter into a one (1) or Three (3) year agreement on discretion of the County with services commencing on or before January 1, 2020. Contract extension is at the discretion of Smoky Lake County and is subject to satisfactory performance from the Contractor, and Smoky Lake County's acceptance of pricing.

#### **4.8 Worker's Compensation Board (WCB)**

The Contractor is required to provide proof of compliance with all the requirements of the Worker's Compensation Act of Alberta. A WCB clearance letter shall be provided with the respondent's submission as evidence of such compliance as indicated in **Appendix C** – Contractor Questionnaire Form.

#### **4.9 Insurance Coverage**

The Contractor is required to carry insurance policies in accordance with the minimum requirements and limits set out in **Appendix A**. Proof of insurance should be provided to Smoky Lake County with the respondent's submission indicating such coverage is in place as indicated in **Appendix C** – Contractor Questionnaire Form.

#### **4.10 Performance Security**

The Contractor shall be required to furnish, at its own expense, a Surety Association of Canada (SAC) Multi-Year Renewable Bond or Irrevocable letter of Credit in the amount of fifty percent (50) of the first years' contract value in favor of Smoky Lake County.

The SAC Multi-Year Renewal Bond or Irrevocable Letter of Credit shall guarantee the faithful performance of the work in accordance with any drawings, specifications and conditions of the RFP, and in default thereof, to protect Smoky Lake County against any losses or damage arising by reason of failure of the Contractor to faithfully perform the said work.

The bond is to be in the Form hereinafter set forth or such other Form acceptable to Smoky Lake County issued by a Canadian surety company licenced in the Province of Alberta, or an irrevocable

Letter of Credit to be issued by a Canadian Bank operation in the Province of Alberta, or a Certified Cheque.

#### 4.11 Site Locations and Hours of Operation

##### **Landfills with Transfer Stations:**

Smoky Lake	SE-36-59-17-W4M	Open Tuesday, Thursday & Saturday 9am to 5pm
Spedden	NW-8-60-12-W4M	Open Wednesday & Sunday 9am to 5pm

##### **Transfer Stations:**

Waskatenau	NE-10-59-19-W4M	Open Saturday 9am to 5pm
Bellis	NW-36-59-15-W4M	Open Wednesday & Saturday 9am to 5pm
Vilna	SE-30-59-13-W4M	Open Tuesday & Saturday 9am to 5pm

##### **Waste Bin Sites: (All Open 24 hours/day and 7 days/week)**

Warspite	N½ 10 SW 15 59 18 W4
Spedden	SE 33, SW 34 59 12 W4
Edwand	SW 36 59 16 W4
Hill Side Acres Subdivision	PT. SW 9 62 13 W4
Paradise Cove Subdivision	SW 10 62 13 W4
Hanmore Lake Campgrounds	NW 20 61 17 W4
Bonnie Lake Campgrounds	SW 10 62 13 W4
Bellis Beach Campgrounds	NE 15 59 15 W4
Bellis Hall	Hamlet of Bellis
Mons Lake	SE 17 60 16 W4
Mons Lake Campgrounds	SW 16 60 16 W4
Hanmore Lake East Campgrounds	NW 20 61 17 W4
Hanmore Lake West Campgrounds	NW 20 61 17 W4
Hamlet of Bellis	SE 34 59 15 W4
Hamlin	SW 4 58 13 W4
Whitefish Lake Properties	NE 4 62 13 W4
Kaduik Lake Campgrounds	NW 25 60 15 W4
Victoria Trail	NW 28 58 17 W4
Vilna Lodge	Village of Vilna
Vilna Agricultural Society	Village of Vilna
Pioneer Bible Camp	NW 20 61 17 W4
Smoky Lake Rodeo <b>Grounds</b>	SE 28 61 17 W4

The Contractor shall be prepared to conduct hauling activities Monday through Friday, or upon request. Locations and Hours of Operation are subject to change based on the County's operational requirements.

#### 4.12 Estimated Service Frequency and Annual Volumes

Frequency of service and estimated annual volumes for the rural locations on Schedule I – Rate Bid Form. It should be noted that these figures are provided as information only to assist respondents for preparing their submission. Future volumes may fluctuate depending on usage and County operations.

#### 4.13 Disposal and Processing Locations

The Contractor shall notify and obtain approval from Smoky Lake County for any change in a disposal location. Respondents shall identify provincially approved tipping locations for all materials and the cost per metric tonne for tipping on **Schedule I** Rate Bid Form.

#### 4.14 Prime Contractor

In accordance with Article 21 of **Appendix A** – Form of Agreement, the Contractor will be designated as the “Prime Contractor” for the purposes for Occupational Health and Safety (OH&S) Legislation in providing the services described in this RFP.

#### 4.15 Contractor Personnel

The Contractor agrees and shall ensure that wages, hours of work and other conditions of employment of all persons employed by the Contractor and any subcontractor(s) in the performance of any required part of the Contract shall be in compliance with the requirements of the Alberta Employment Standards Code, the Alberta Labor Relations Code and any other applicable law, rule, regulation or order of either the provincial or federal government.

#### 4.16 Waste Management

The Contractor will be responsible for the waste once it enters the bins and for any costs associated with loads by receiving disposal facility.

#### 4.17 Rated Criteria

Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

Rated Criteria Category	Point Scale	Weighting	Total Points Available
<b>Stage II</b>			
Corporate Profile, Relevant Experience & References	0 to 5	X 3	15
Understanding of Deliverables Proposed Personnel & Equipment	0 to 5	X 5	25
Contingency Plan	0 to 5	X 3	15
Health and Safety Program	0 to 5	X 3	15

Pricing, Year-1, Year-2 & Year-3	n/a	n/a	30
<b>Total Points</b>			<b>100</b>

Scoring shall be awarded on a scale of 1 to 5 as outlined below. Partial scores or scores not defined below will not be used. Points will be assigned for each applicable criterion based on the information provided in the submission response. Points could be modified, depending upon reference checks, and other independent information subsequently received and confirmed.

<b>Score</b>	<b>Criteria</b>
5	Fully exceeds expectations, Respondent clearly understands the requirement, excellent Probability of success.
4	Somewhat exceeds expectations; high probability of success.
3	Fully meets expectations; Respondent has good understanding of requirement, no Weakness or deficiencies good probability of success.
2	Partially meets expectations; minor weakness or deficiencies, fair probability of success.
1	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

**Respondents should ensure their submission includes the following information in regard to the Rated Criteria Categories to facilitate the evaluation process so that their submission receives full consideration:**

1. Corporate Profile, Relevant Experience and References
  - Company contact information (name, address, email and telephone number) and a brief company history including prior company names, as well as the identification of any parties in a joint venture and any subcontractors.
  - Completion of the Contractor Questionnaire Form in accordance with the instructions set out in the form attached as **Appendix C** to the RFP.
2. Understanding of Deliverables, Proposed personnel and Equipment
  - Understanding the deliverables for this RFP.
  - Proposed equipment to carry out the scope of work and provide Deliverables.
  - Scheduled and preventative maintenance programs to ensure well maintained fleet.
  - Identification of all key personnel and their respective roles and qualifications in providing Deliverables.
  - Details of staff training programs.
  - Specialized expertise directly related to the work, such as waste and recycling management through the use of frontload bins etc.
3. Contingency Plan
  - Provide a plan to ensure that operations will continue in case of employee no show, equipment failure, or other unforeseen circumstances.

- Identification of challenges or risks and provide details of strategies for managing or mitigating.
  - Identification of other preventative controls in place to ensure uninterrupted service.
  - Description and details of back-up equipment/trucks.
4. Health and Safety Program
- Completion of the Contractor Questionnaire Form in accordance with the instructions set out in the Form attached as **Appendix C** to the RFP.
  - Environmental policies and corporate initiatives that demonstrate the respondent is environmentally friendly.
5. Evaluation of Pricing
- Each Respondent will receive a percentage of the total possible point allocated to price for the particular category it has bid on by dividing that respondent's price for that category into the lowest bid price in that category. For example, if a respondent bids \$120.00 for a particular category and that is the lowest bid price in that category, the respondent receives 100% of the possible points for that category ( $120/120 \times 100 = 100\%$ ). A respondent who bids \$150.00 receives 80% of the possible points for that category ( $120/150 \times 100 = 80\%$ ) and a respondent who bids \$240.00 receives 50% of the possible points for that category ( $120/240 \times 100 = 50\%$ )

Lowest rate

----- X Total available points = Score for proposal with second lowest rate

Second-lowest rate

Lowest rate

----- X Total available points = Score for proposal with third lowest rate

Third-lowest rate

And so on, for each submission

[End of Part 4]



## APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Services covered in this RFP, and to be executed between Smoky Lake County and the successful Contractor, is attached hereto as Appendix “A” to this PRF and is subject to changes from time to time.

### FIELD SERVICE AGREEMENT

<b><u>SMOKY LAKE COUNTY</u></b> a municipal corporation formed pursuant to the Municipal Government Act, R.S.A. 2000 c. M- 26.1, of the province of Alberta (the, “ <b>County</b> ”)	_____ a corporation formed pursuant to the laws of the Province of Alberta (the “ <b>Contractor</b> ”)	<b>Contract No.:</b>  <b>Contract Date:</b>
Box 310, 4612 McDougall Drive Smoky Lake County, Alberta Canada T0A 3C0  (“ <b>Contractor’s Representative</b> ”)	Address: E-mail: Phone:  (“ <b>the County’s Representative</b> ”)	<b>Term:</b> <u>3-year term</u> Scheduled Start Date: _____ Scheduled Completion Date/Delivery Date: _____
The Contractor and the County agree as follows: The Contractor shall, in accordance with the terms and conditions as set out in this Contract, perform all work and provide all services, supervision, equipment and materials required for the successful and safe completion of the work described in the Work Specification section set out below (the “Work”), at or to: (the “Work Site”).		
“Contract” means this agreement which includes this page, any documents or schedules referenced in the Work Specification or Contract Price sections set out below in the Field Service Contract Terms and Conditions attached hereto. In the event of a conflict between the terms and conditions on this page or the Contract Terms and Conditions and any documents referenced in the Work Specification or Contract Price sections set out below, the terms and conditions on this page and the Field Service Contract Terms and Conditions shall govern.		
<b>WORK SPECIFICATION:</b>		<b>CONTRACT PRICE:</b>
The scope of Work shall be:  As set out and attached hereto in Schedule "A".		The Contract Price shall be: As set out and attached hereto in Schedule "A".
Authorized County Signature:	Authorized Contractor Signature:	<ol style="list-style-type: none"> <li>1. Contract Price shall not exceed \$ without prior written authorization of the County’s Representative.</li> <li>2. The Contractor shall invoice for the completed Work on a monthly basis; or as otherwise agreed. <b>Invoices shall (a) reference the Field Service Contract No., (b) Purchase Order Number, (c) be accompanied by any original supporting documentation for the County, (d) be sent to the County via e-mail to <a href="mailto:accountspayable@smokylakecounty.ab.ca">accountspayable@smokylakecounty.ab.ca</a> and marked “Attention: Accounts Payable”, and (e) separately set out any applicable goods and services tax or sales tax amounts.</b> Invoices submitted each month will be paid on a net thirty-day basis (after receipt of invoice together with supporting documentation and Purchase Order Number) at the Contractor’s address shown above, subject to retaining any minimum holdback required by law or pursuant to the terms of this Contract. This Contract is in Canadian dollars (“Cdn”).</li> <li>3. The Contractor will provide a detailed monthly invoice that includes tipping receipts for solid waste and/or recycling material (including reference number for scale ticket) for services delivered during the billing period. Tipping receipts must include the hauling date, weight, location of landfill/facility and tipping fee. Respondents shall note that Smoky Lake County will not pay any additional fees during the term of the Contract, unless such additional fees have been legislatively imposed.</li> </ol>
Name & Title:	Name & Title:	
Date:	Date:	
_____	_____	

## **FIELD SERVICE CONTRACT TERMS AND CONDITIONS**

### **ARTICLE 1 SUBCONTRACTS**

- 1.1 The Contractor shall not subcontract any part of the Work except as provided for under the terms of the Contract or as the County, in its sole discretion, agrees to in writing.
- 1.2 The Contractor shall include a clause in all subcontracts giving the Contractor the right to audit in accordance with Article 5.

### **ARTICLE 2 CHANGES AND COUNTERPART EXECUTION**

- 2.1 To be effective, any change to this Contract must be by way of written amendment signed by both parties.
- 2.2 This Contract, and any amendment hereto, may be executed in one or more counterparts, each of which shall be deemed an original, and shall become a binding agreement when each of the parties hereto shall have executed and delivered a counterpart of this Contract or amendment, as the case may be, to the other party. Each party further agrees that the delivery of any such executed counterpart by way of facsimile or e-mail transmission to the other party at the applicable facsimile number or e-mail set out on page one of this Contract, shall be deemed acceptable delivery.

### **ARTICLE 3 LIENS**

- 3.1 If at any time there should be evidence of any lien or claim for which the County might become liable and which is attributable to the Contractor, the County shall have the right to retain out of any payment to the Contractor an amount sufficient to completely indemnify the County against (i) such lien or claim, and (ii) any costs incurred by the County, including legal fees on a solicitor and client basis, in relation to any such lien or claim. To the extent that retained amounts are insufficient to indemnify the County, the Contractor will indemnify, defend and hold the County harmless from and against any liens, claims, security interests or encumbrances related to the Work.
- 3.2 If requested by the County, prior to payment of any invoice submitted by the Contractor to the County, the Contractor shall submit to the County such information, documents or other materials as may be required by the laws or customs of the jurisdiction(s) in which the Work is located in order to protect the County from mechanic's or similar liens or claims.

## **ARTICLE 4**

### **TAXES, DUTIES AND WITHHOLDING**

- 4.1 The Contractor shall be solely liable for and pay at its own expense when due, all taxes and duties whatsoever imposed by reason of the Work to be performed by the Contractor, except for sales taxes (including Provincial sales tax and goods and services tax) required by law to be collected by the Contractor from the County. The Contractor must state on each invoice the Contractor's goods and services tax registration number and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable for the purpose of the goods and services tax.
- 4.2 Where the Contractor is a non-resident of Canada, the County may be obligated by law to withhold an amount on the value of the Work rendered in Canada. Where it has such an obligation, the County will withhold the required amount from the Contract Price to be paid to the Contractor and remit it to the Canada Customs and Revenue Agency as required, unless the Contractor provides to the County a valid exemption certificate or waiver from withholding prior to performing the Work in Canada.

## **ARTICLE 5**

### **AUDIT ACCESS**

- 5.1 The Contractor shall keep and cause its subcontractors to keep, in accordance with generally accepted accounting practices, books, records and accounts pertaining to performance of the Work, necessary for an accurate audit.
- 5.2 For the purpose of verifying that service or materials were delivered to the County and that charges were properly made in accordance with the terms of this Contract or for verifying the Contractor's compliance with this Contract, including matters relating to Article 9, the County shall have access at all reasonable times to files, data, correspondence, computer files, books and accounting records relating in any manner to the Work rendered by the Contractor under the Contract for a period of two (2) years following completion of the Work. In any permitted subcontract, the Contractor shall include terms allowing the County the same audit access with respect to any permitted subcontractors. The Contractor and subcontractor will allow the County to make copies of all documentation set out in this Section 5.2.
- 5.3 If an audit indicates errors in the Contractor's invoices, the Contractor shall make appropriate invoice adjustments and promptly refund overpayments to the County.

## **ARTICLE 6**

### **INSPECTION OF WORK**

- 6.1 The County or its representatives shall be entitled to inspect the Work at all reasonable times during regular business hours, or at a mutually agreeable time after regular business hours. The Contractor shall provide the County with access and sufficient, safe and proper facilities for inspection of the Work by the County.

## **ARTICLE 7**

## **COMPLIANCE WITH LAW AND WORKER'S COMPENSATION**

- 7.1 The Contractor and its subcontractors shall comply with and observe all applicable laws, regulations and orders of any proper authority having jurisdiction over the Work.
- 7.2 The Contractor shall maintain accounts as an independent contractor and shall at all times pay or cause to be paid any assessment or contribution required to be paid pursuant to the Workers' Compensation Act or Ordinance of the Province in which Work is performed. If the Contractor fails to do so, the County, in addition to any other rights available under contract or by law, may retain the amount of any assessment from any payment due, or that may become due, to the Contractor. Before the Scheduled Start Date of the Contract, and thereafter upon request by the County's Representative, the Contractor shall provide the County's Representative with evidence that the Contractor is in good standing under the Worker's Compensation legislation of the Province in which Work has been or will be performed.

## **ARTICLE 8**

### **INDEMNIFICATION**

- 8.1 The Contractor shall be liable for and indemnify and save harmless the County, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Contract or by reason of any matter or thing being done, permitted or omitted to be done, by the Contractor, its subcontractors, agents or employees and whether occasioned by negligence. The County shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, or by any employee, agent or servant of the Contractor in the performance of this Contract. Such indemnification shall survive this Contract.

## **ARTICLE 9**

### **DEFICIENT WORK**

- 9.1 If any services, equipment, materials or workmanship furnished by the Contractor is defective or any aspect of performance of the Work is deficient, the County may in its sole discretion by notice:
- 9.1.1 Require the Contractor to promptly remedy the defect or deficiency;
  - 9.1.2 Suspend or terminate any part of the Work;
  - 9.1.3 Do both of the foregoing; or
  - 9.1.4 Terminate the Contract.

The cost to remedy such defects or deficiencies and any additional costs resulting therefrom shall be paid by the Contractor and may be retained by the County from any amount payable to the Contractor.

## **ARTICLE 10**

## **SUSPENSION, DELAY AND TERMINATION**

- 10.1 The County, may, at any time, suspend or terminate any part of the Work or terminate the Contract, for any reason whatsoever immediately upon giving notice to the Contractor. Contractor shall not suspend the Work without the authority of the County's Representative.
- 10.2 The County shall have the authority to delay the Work, in whole or on part, for such period as the County may deem necessary, due to such conditions as are considered unfavorable for the prosecution of the Work or due to the failure of the of the Contractor to carry out orders given or to perform any provisions of the Contract. No such delay shall vitiate or void this Contract, or any part thereof, or any security or obligation for the performance thereof, nor shall the Contactor be entitled to make any claim for damages by reason thereof, or upon the Contractor receiving notice from the County's Representative requiring Contractor to resume the Work.
- 10.3 In the event of early termination of either a part of the Work or the entire Contract, except where such early termination is pursuant to Article 9 or as a result of the Contractor's breach of the Contract, the Contractor shall be entitled to full payment for any Work done by the Contractor up to the effective date of such early termination. Except as provided herein, the Contractor shall not be entitled to any further payment of any sort or nature including any payment on account of loss of anticipated profit as a result of the suspension or early termination of any part of the Work or early termination of the Contract.

## **ARTICLE 11**

### **TERMINATION OF CONTRACT**

- 11.1 This Contract may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:
  - 11.1.1 should the Contractor be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Contractor may have, terminate the Contract by giving the Contractor or their receiver or their trustee in bankruptcy, written notice;
  - 11.1.2 at any time upon notice for a breach of the terms and conditions of this Contract by either party;
  - 11.1.3 at any time following the failure of the Contractor to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
  - 11.1.4 Contractor is in material breach of this Contract and such breach has not been cured within five (5) days of written notice thereof from the County, or such other period of time as the County may agree to in writing;
  - 11.1.5 upon thirty (30) consecutive day's written notice to the Contractor from the County during the term of this Contract, whereupon the County shall pay to the Contractor any fees and expenses due to the effective date of cancellation but not thereafter;
  - 11.1.6 as otherwise provided in the Contract.
- 11.2 The County's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Contract.

## **ARTICLE 12**

## **WARRANTIES AND GUARANTEES**

- 12.1 The Contractor warrants and guarantees that all Work will be free from defects in workmanship and materials. The Contractor shall remedy, at the Contractor's sole cost, any defects in the Work, provided the Contractor is notified by the County of such defect within two (2) years from the later of the date of acceptance or termination of the Work. For apparatus, material, and accessories not manufactured by the Contractor, the Contractor shall obtain such warranties and guarantees as are available from the manufacturers. These shall extend over the longest possible period but shall not be less than one (1) year after the later of acceptance or termination of the Work.
- 12.2 The Contractor shall perform the Work as required in this Contract:
- 12.2.1 Using the care, skill, and diligence normally applied by licensed contractors in the performance of work similar to that contemplated hereunder, and in accordance with sound construction practices and generally accepted professional standards, and all applicable requirements of the County;
- 12.2.2 In accordance with all applicable industry standards and construction standards and codes;
- 12.2.3 In accordance with the provisions of this Contract, and in conformity with the Work Specification; and
- 12.2.4 By providing materials and equipment which are new, of good and merchantable quality suitable for their intended use, and free of defects in design, engineering, materials, construction and workmanship and which are in conformity with the requirements of the above clauses of this Section.

## **ARTICLE 13**

### **TITLE**

- 13.1 The title to all Work completed or in the course of being provided and the title to all material and supplies (except tools, equipment and vehicles owned by or rented to the Contractor or its subcontractors) covered by the Contract shall belong to the County upon delivery to the County or upon payment by the County, whichever occurs first.

## **ARTICLE 14**

### **NOTICES**

- 14.1 Any notices given pursuant to the terms and conditions of this Contract shall be required or permitted to be given to a party under this Contract shall be in writing and either delivered personally served by way of ordinary pre-paid first class mail, courier, e-mail or by way of facsimile transmission, addressed as follows:

Smoky Lake County

Box 310, 4612 McDougall Drive  
Smoky Lake County, Alberta, T0A 3C0  
Dave Franchuk, Environmental Operations Manager  
Email: [dfranchuk@smokylakecounty.ab.ca](mailto:dfranchuk@smokylakecounty.ab.ca)  
Telephone: (780) 656-3730  
Facsimile: (780) 656-3768

(Company) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

or to such other address as to which any party may from time to time notify the other.

- 14.2 Any notice addressed by registered mail to the County or to the Contractor pursuant to this Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is effected by facsimile or e-mail, then the notice will be deemed to be effected on the first (1st) business day following the date of which the facsimile or email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.
- 14.3 All notices required or permitted to be given to a party under this Contract shall be in writing and either delivered personally, mailed by registered mail, or sent by facsimile transmission to its respective address or fax number, as the case may be, listed on the first page of this Contract. Either party may change the particulars of its address for service, telephone and fax numbers listed on the first page of this Contract by notice to the other party.

## **ARTICLE 15**

### **INSURANCE AND INDEMNITY**

- 15.1 Before commencing or performing the Work, the Contractor shall obtain and provide to the County a letter or similar document, confirming that the Contractor has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Work will be performed, and that the Contractor has not opted out of workers compensation, where allowed.
- 15.2 The Contractor must, at the Contractor's own expense, provide the County with the following insurance coverage on or before full-execution of this Contract and before commencement of any work, whichever is the earlier, resulting from this Contract:

- 15.3 The Contractor hereby agrees to indemnify and hold harmless, the County from and against all losses and expenses suffered or incurred by the County arising from or connected with any personal injury, disability or death, however caused, to any of the Contractor's employees to the extent not covered by workers compensation for any reason.
- 15.3.1 Commercial General Liability Insurance covering the legal liability of the Contractor providing at least five (5) million dollars (Cdn. \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Contractor agrees to reimburse the County for any and all damage(s) to County's property caused by the Contractor, or its permitted subcontractors, in performing the work. The Contractor shall provide the County with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage.
- 15.3.2 Where any automobile is used for the performance of the work for the County in this Contract, Contractor will provide Automobile liability insurance covering all automobiles licensed in the name of the Contractor that are used in connection with the Work, and providing at least five (5) million dollars (Cdn. \$5,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident; and Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two (2) million dollars (Cdn. \$2,000,000.00) inclusive, per occurrence.
- 15.3.3 Sudden and Accidental Pollution liability insurance having a limit of not less than one (1) million dollars (Cdn. \$1,000,000.00) for claims arising out of operations of the Contractor, including but not limited to bodily injury & property damage All potential claims will be reported to the County within seventy-two (72) hours of the event, per occurrence.
- 15.3.4 Certificates of Insurance, naming Smoky Lake County as an "additional insured", shall be supplied to the County evidencing that the above insurance is in force, and the Contractor will endeavor to provide the County with thirty (30) days' written notice prior to any cancellation or material change to the policies.
- 15.3.5 Before the start date of the Contract or upon full-execution of the Contract, whichever is earlier, and thereafter upon request by the County's Representative, the Contractor shall provide the County's Representative with insurance certificates describing the insurance policies required pursuant to paragraph 15.3.1, 15.3.2, and 15.3.3 above. The Contractor shall provide the County with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of the property damage. These insurance policies shall not be canceled or changed in any manner which could negatively affect the County's interests unless the County has been given thirty (30) consecutive days' prior written notice of any such cancellation or change.
- 15.4 The Contractor shall be responsible for the payment of all deductibles on insurance policies that the Contractor is required to maintain under the Contract. Further, the Contractor shall immediately advise the County's Representative of any loss or potential loss that has or may have occurred in conjunction with the Contractor performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Contractor, the



Contractor shall provide written notice of such loss or potential loss to the County's Representative, including full particulars thereof.

- 15.5 Each party (the "Indemnifying Party") shall be liable for and indemnify and save harmless the other party (the "Indemnified Party") from any and all actions, suits, claims and costs in respect of injury or sickness, disease or death of any person or loss of or damages to any property, which may be brought against the Indemnified Party by third parties including employees of said third parties and employees of the Indemnifying Party, which are directly related to or arise from (a) the breach or non-compliance with any term or provision of this Contract by the Indemnifying Party, or (b) any negligent act, omission, default or representation, reckless misconduct or willful misconduct of the Indemnifying Party that in any way relates to the Indemnifying Party's performance of its obligations under this Contract.

## **ARTICLE 16**

### **PATENTS**

- 16.1 The Contractor shall indemnify and save the County harmless from and against all claims and demands of every nature and kind relating to any infringement of copyright, trademark, or letters patent of invention by the Contractor.

## **ARTICLE 17**

### **INDEPENDENT CONTRACTOR**

- 17.1 The Contractor is an independent contractor, and all persons employed by the Contractor in connection with the Contract shall be its employees and not employees of the County in any respect.

## **ARTICLE 18**

### **CONTRACTOR'S PERSONNEL**

- 18.1 Upon request of the County, the Contractor shall furnish a list showing the names of all persons who will perform Work under the Contract. The County may refuse, in its sole discretion, a particular person admission to its Work Site. The Contractor shall require every person entering the Work Site to be identified by badges satisfactory to the County.
- 18.2 The Contractor agrees that it shall provide adequate and competent supervision and that it is fully qualified, staffed and equipped to perform the Work. The Contractor also acknowledges that the County, or other contractors, may carry out additional construction or operations not covered by the Contract at the Work Site and agrees it shall cooperate fully with the County or such other contractor in order to coordinate the performance of the Work with such additional construction or operations.
- 18.3 The Contractor acknowledges that the performance of the Work may involve a disturbance of the environment and the Contractor agrees, to the extent possible, to carry out the Work with as little

disturbance of the environment as is reasonable and possible in the circumstances. The Contractor shall be fully responsible for any damage to the environment directly or indirectly resulting from the Contractor's operations in performing the Work and shall assume full responsibility for all costs associated with the restoration, re-vegetation and monitoring to ensure successful restoration and all other measures necessary to repair and compensate for any damage to the environment caused by the Contractor's operations in performing the Work. The Contractor hereby agrees to be liable for and shall indemnify and save the County harmless with respect to any claims, actions, losses, costs, penalties or expenses suffered or incurred by the County in respect of any hazardous or toxic materials found at the Work Site which are attributable to the Contractor in its performance of the Work.

## **ARTICLE 19**

### **PERFORMANCE SECURITY**

- 19.1 The Contractor will be required to furnish security in the form of a Surety Association of Canada (SAC) Multi-Year Renewable Bond or Irrevocable Letter of Credit in the amount of fifty percent (50%) of the first years' contract value in favour of Smoky Lake County.
- 19.2 In the event of non-performance, the County reserves the right to draw on the Performance Security to acquire the Services from alternative sources, and the Contractor shall be responsible for any costs, beyond what has already been paid to the Contractor, required to complete the Work satisfactorily and will pay the amount thereof to the County on demand.
- 19.3 If the Contractor defaults or fails to perform in accordance to or does not comply with this Contract as it affects the Contractor's obligations, the County will advise the Contractor in writing. If the default or deficiencies in performance are not resolved to the County's satisfaction within ten (10) Business Days the County may, at its sole discretion, terminate any remaining portion of the Contract with the Contractor upon five (5) business days' written notice delivered to the Contractor, free of any claim of the Contractor of every nature and kind.
- 19.4 The Performance Security set out above shall be provided to the County within seven (7) days of written notification by the County.

## **ARTICLE 20**

### **FOIP POLICY**

- 20.1 In the event that the County provides any personal information to the Contractor for the completion of the Work identified above, or the Contractor gathers personal information from any employee/resident/customer under this Contract in order to complete the Work as stated in this Contract, the Contractor acknowledges that the legislation known as the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIP") applies to that personal information (has same meaning as in FOIP), and agrees that the Contractor will handle that personal information in accordance with the obligations of the County under FOIP:

- 20.1.1 The Contractor agrees that they will not collect personal information from any employee/resident/customer of the County except in connection with and for the purpose of providing the Work as identified in this Contract.
- 20.1.2 The Contractor shall maintain records of all information collected while providing the Work as identified in this Contract. Any and all records collected, created, maintained or prepared in the performance of this Work are hereby deemed to be under the control of the County irrespective of custody and shall be maintained by the Contractor in accordance with FOIP.
- 20.1.3 The Contractor shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Contractor under this Section, including without limitation, the protection of privacy of employees/residents/customers of the County.

## **ARTICLE 21**

### **OCCUPATIONAL HEALTH AND SAFETY**

- 21.1 The Contractor shall be responsible for the safety of workers on the Work Site in accordance with all Applicable Laws. "The Contractor shall be the general representative and agent to the County for the purposes of ensuring compliance with Applicable Laws relating to safety for both itself and subcontractors. The Contractor shall bring to the attention of subcontractors the provisions of the Occupational Health and Safety Act, R.S.A. 2000, c. O-2 (herein defined as "OH&S"). The Contractor acknowledges that it is the Prime Contractor for the purposes of OH&S Legislation and is aware of and accepts the added responsibilities that comes with that designation. "Prime Contractor" shall have the same meaning as in the Occupational Health and Safety Act, R.S.A. 2000, c. O-2 for the purposes of OH&S Legislation in the Province of Alberta.
- 21.2 The Contractor shall adhere to all applicable OH&S and Work Site safety standards. "Sites" shall have the same meaning as "Work Sites) in the RFQ as set out and attached hereto in Schedule "A". The County will require the Contractor to comply with the following OH&S requirements at minimum:
  - 21.2.1 The Contractor shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of the Contractor's Personnel and that all of the Contractor's Personnel are aware of and comply with the OH&S Legislation, County Safety Policies and industry standards.
  - 21.2.2 The Contractor shall ensure that all personnel working for the Contractor complete an appropriate safety orientation and safety meeting prior to starting work and the Contractor is responsible for providing all other training that may be required.
  - 21.2.3 The County shall have the right to monitor the Contractor's work processes and procedures to ensure compliance with safety standards and procedures.
  - 21.2.4 The Contractor is required to take immediate action to correct unsafe practices or conditions when reported or observed.

- 21.2.5 Upon the occurrence of any incident arising from or during the performance of the Contract, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Contractor shall immediately investigate the matter in accordance with Exhibit "A" to a County Representative and to any government authorities as required by law.
- 21.2.6 The Contractor is responsible for paying and maintaining a certificate of recognition ("COR"), for the duration of this Contract.
- 21.3 Failure of the Contractor to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Contract.

## **ARTICLE 22**

### **CLEANING**

- 22.1 The Contractor shall keep free from unsightly or hazardous accumulations of waste material during the Work and shall leave the Work Site in a neat and tidy condition at completion of Work.

## **ARTICLE 23**

### **ENVIRONMENTAL PROTECTION**

- 23.1 The Contractor's activities shall be conducted in compliance with all standards and all applicable statutes, regulations, bylaws, rules, declarations, directives and orders concerned with environmental assessment and protection as they may be amended, revised, consolidated or substituted from time to time.

## **ARTICLE 24**

### **GOVERNING LAW**

- 24.1 This Contract shall be construed in accordance with and be subject to the laws of the Province of Alberta, and the laws of Canada having application therein, without recourse to any laws governing conflict of laws.

## **ARTICLE 25**

### **ARBITRATION**

- 25.1 The Contractor and the County agree that any dispute arising out of, or connected in any way with this Contract shall be resolved and determined by a single arbitrator pursuant to the Arbitration Act (Alberta):
- a) in accordance with the Arbitration Rules of the Alberta Arbitration and Mediation Society; and
  - b) at Edmonton, Alberta.
- To the extent possible all disputes between the parties hereto will be consolidated and dealt within in a single arbitration proceeding. The parties hereto further agree that, unless this Contract is terminated in accordance with the provisions herein, they will continue to perform their respective duties and obligations under this Contract notwithstanding a dispute in respect of it has arisen or proceedings have been commenced to resolve the dispute under this provision.

## **ARTICLE 26**

### **CONFIDENTIAL INFORMATION**

- 26.1 During the term of this Contract, it is acknowledged that the Contractor will have access to information ("Confidential Information") confidential to the business of the County and its affiliated or related entities. "Confidential Information" shall include, but is not limited to, financial and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used by or concerning the County and its affiliated or related entities, which is not publicly known (including the terms of the Contractor's retainer under this Contract and any information developed in conjunction with such retainer) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the County and its affiliated or related entities, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Contract, whether or not specifically described or marked as "confidential" and whether provided by the County or an authorized agent of the County.
- 26.2 The Contractor covenants and agrees that all Confidential Information disclosed to the Contractor shall (a) be kept in strict confidence by the Contractor, (b) not be used, dealt with or exploited for any purpose or purposes other than performing the Work, and (c) not be disclosed to any person or persons (other than the professional advisors of the Contractor, as required) for a period of five (5) years from the termination, expiration or cancellation of this Contract unless otherwise required by law.
- 26.3 The obligations of confidentiality set out above shall not apply to any Confidential Information which (a) is at the time of disclosure, or thereafter, becomes a part of the public domain through no violation of this Contract or any act or omission on the part of the Contractor (b) as confirmed by the written records of the Contractor, was in the Contractor's lawful possession prior to its disclosure to the Contractor by the County (c) was lawfully acquired by the Contractor through a third party which, to the best of the Contractor's knowledge, was not under an obligation of confidence to the County, and which third party was not in a contractual or fiduciary relationship with the County (d) is disclosed following the express written consent of the County to such disclosure, or (e) the Contractor is by law compelled to disclose.
- 26.4 The Contractor acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the County shall be entitled to injunctive relief in addition to any other remedy available at law or in equity in respect of any such breach.

## **ARTICLE 27**

### **PERMITS**

- 27.1 The Contractor shall obtain and pay for all permits required for the performance of the Work which are usual and necessary and agrees to observe and comply with any and all terms and conditions imposed upon it by any such permit.

## **ARTICLE 28**

### **SURVIVAL**

- 28.1 Sections 8, 15.5, 20 and 26 shall survive upon termination or expiry of this Contract.

## EXHIBIT A

### REPORTING REQUIREMENTS

In addition to Paragraph 21 of the Agreement, Contractor shall be responsible to comply with the following requirements with respect to any safety and environmental incident(s):

Class A Incidents (refer to ANNEX 1 for Incident Classification): In case of a Class A Incident, Contractor shall perform the following tasks:

- a) Immediate voice notification to County Representative followed by an incident “Flash Report<sup>1</sup>” completed within 2 hours of incident occurrence.
- b) Submit a detailed “Incident Investigation Report including Corrective Measures” completed within 3 days of incident
- c) Participate (face- to face) in a “Lessons Learned Meeting<sup>2</sup>” as required by the County.

Class B Incident (refer to ANNEX 1 for Incident Classification): In case of a Class B Incident, Contractor shall perform the following tasks:

- a) Voice notification to County Representative followed by an incident “Flash Report<sup>1</sup>” completed within 4 hours of incident occurrence.
- b) Submit a detailed “Incident Investigation Report including Corrective Measures” completed within 5 days of incident

Class C Incident (refer to ANNEX 1 for Incident Classification): In case of a Class C Incident, Contractor shall perform the following tasks:

- a) Incident “Flash Report<sup>1</sup>” completed within 6 hours of incident occurrence.
- b) Submit a detailed “Incident Investigation Report including Corrective Measures” completed within 5 days of incident

<sup>1</sup> A Flash Report is a notification email sent by the Contractor to County Representative providing relevant details of the incident (i.e. description of incident, location, people involved, original outcome, current status, and next steps) and any treatment afterwards.

<sup>2</sup> The purpose of the lessons learned meeting are meant to be a discovery process to ensure that all that could have been done to mitigate the initial risk to the worker was followed and what can be done in the future to ensure that does not occur.

## ANNEX 1 - INCIDENT CLASSIFICATION

<b>Type of Incident</b>	Classification - <b>Class A (High)</b>
<b>Serious incident</b>	As defined by Section 18 of AB OHS Act
<b>Medical Aid</b>	Includes medical and other services provided by a person licensed to practice The healing arts in Alberta, and nursing, hospitalization and x-ray treatment [AB WCB Act Section 1(1p)]
<b>Severe Near Miss</b>	An unsafe conditions or unsafe acts with the potential for permanent Disability, loss of life or body part, and/or extensive loss of structure, Equipment, material or environmental damage.
<b>Property damage</b>	Damage to equipment, vehicle or building which results in = \$26 K of damage.
<b>Vehicle</b>	Any charge laid by provincial/federal law enforcement which results in a court Appearance EG. Reckless driving/excessive speeding charges greater than 50 Km/hr. Any charges in regards to heavy vehicle usage registered under Provincial carrier agreement. Any vehicle accident that involved a 3 <sup>rd</sup> party Claimant.
<b>Environmental</b>	A breach in environmental consents/authorizations – requiring a report to the Appropriate environment agency. Incidents resulting in significant public or Media concerns and/or permanent environmental damage.
<b>Type of Incident</b>	Classification - <b>Class B (moderate)</b>
<b>First Aid</b>	Means the immediate and temporary care given to an injured or ill person at Work site using available equipment, supplies, facilities or services, including Treatment to sustain life, to prevent a condition from becoming worst or to Promote recovery, [AB OHS Code Part 1 definitions]
<b>Moderate Near Miss</b>	Unsafe conditions or unsafe acts with the potential for serious injury or property damage that is disruptive to production, process, or environmental damage but less severe than Class A hazards
<b>Property damage</b>	Damage to equipment, vehicle or building which results in \$5k-\$25-K of damage
<b>Vehicle</b>	Any charge laid by provincial/federal law enforcement due to speeding in construction zone/school zone/distracted driving etc.
<b>Environmental</b>	Incident causing a release of material greater than 25L which is contained within the site boundary, or having only limited effect in the environment.
<b>Type of Incident</b>	Classification - <b>Class C (low)</b>
<b>Near Miss</b>	Unsafe conditions or unsafe acts with minor injury, occupational illness, nondisruptive property or environmental damage, but less severe than class 'B' hazard.
<b>Property damage</b>	Damage to equipment, vehicle or building which results in less than \$5k of damage
<b>Environmental</b>	Incident causing a release of material .25L which is contained within the site boundary or having only limited effect in the environment

## Appendix B

### Quotation Form

#### 1. Respondent Information

Please fill out the Following form, and name one person to be the contact for this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Under Which the Respondent Carries Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

#### 2. Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFP process will be governed by the specific Terms of Reference and Governing Law set out in this RFP, and that, among other things, the terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Smoky Lake County accepts the respondents offer in writing.

#### 3. Ability to provide Deliverables

The respondent has carefully examined this RFP and has a clear and comprehensive knowledge of the deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

#### 4. Non-binding price estimates

Respondents should provide pricing for the Deliverables described hereunder:

##### Schedule 1 – Rate Bid Form (spreadsheet with individual tabs according to location)

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing is provided in Canadian dollars and includes all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately, all labor and material costs of delivery to Smoky Lake County, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.



## 5. Addenda

The respondent is deemed to have read and accepted all addenda issued by Smoky Lake County prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their quotations based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:\_\_\_\_\_. Respondents who fail to complete this section will be deemed to have received all posted addenda.

## 6. Conflict of Interest

Prior to completing this portion of the Quotation Form, respondents should refer to the following definition of Conflict of Interest:

**"Conflict of interest"** includes, but is not limited to, any situation or circumstance where

- (a) In relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent'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 judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the Preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest, and must explain why the respondent believes that the Conflict of Interest should not result in disqualification from the RFP process:

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The following individuals, as employees, advisers, or any other capacity (a) participated in the preparation of our quotation; **AND** (b) were employees of Smoky Lake County and have ceased that employment within twelve (12) months prior to the submission deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with Smoky Lake County:
Name of Last Supervisor with Smoky Lake County:
Brief Description of individual's Job Functions:
Brief Description of Nature of Individual's Participation in the preparation of the Submission:

**(Repeat above for each identified individual)**

The respondent agrees that, upon request, the respondent shall provide Smoky Lake County with additional information from each individual identified above in the form prescribed by Smoky Lake County.

## **7. Confidential Information of Respondent**

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentially is to be maintained by Smoky Lake County, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis, to Smoky Lake County's advisors retained for the purpose of evaluating or participating in the evaluation of their quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to Smoky Lake County Contract

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Respondents Representative Name and Title

Date: \_\_\_\_\_

I have authority to bind the respondent

## APPENDIX C – CONTRACTOR QUESTIONNAIRE FORM

### 1. Registered Name

Provide the registered name of the respondent

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### 2. Date and Location Company Established

Provide the date and location company established

Date: \_\_\_\_\_

Location: \_\_\_\_\_

### 3. Parent Company

Provide the following information for the respondent's parent company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

Subsidiaries: \_\_\_\_\_

### 4. Parent Company Relationship

Provide details of the authoritative and fiscal relationship between the respondent company, and the parent company and affiliated companies:

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Is the parent company willing to provide a letter of guarantee of financial responsibility for any work awarded to the respondent?

Yes ☐ No ☐

### 5. Ownership

Check whether respondents' company is publicly or privately owned

Publicly owned ☐ Privately owned ☐

### 6. Type of Company

Check the appropriate type of company

Proprietorship ☐ Limited Company ☐

Partnership ☐ Corporation ☐

Other ☐

If other provide details:

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**7. Goods and Services Tax (GST) Registration Number**

Provide company's GST registration number

GST Registration Number: \_\_\_\_\_

**8. Company Officers**

Provide the following information for all company officers

Title	Name	Years with company
-------	------	--------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**9. Core Businesses**

If applicable, list the other core businesses that the respondent is involved in, in descending priority. Attach additional sheets if required.

Other Core Business	No. of Years in the Business
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_____	_____
_____	_____
_____	_____

**10. Years of Experience**

State the number of years' experience providing services similar to those described in this RFP.

Years of Experience \_\_\_\_\_

**11. Relevant Experience and References**

List relevant experience and client references that demonstrate the respondents experience in the last (3) years. Attach additional sheets as required.

**Reference One**

Client/Company Name: \_\_\_\_\_

Representative for client: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Location of Work: \_\_\_\_\_

Nature/ Scope of Work: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date and Length of Contract: \_\_\_\_\_

Provide the name of Key Staff or Personnel: \_\_\_\_\_

#### Reference Two

Client/Company Name: \_\_\_\_\_  
Representative for client: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Nature/ Scope of Work: \_\_\_\_\_  
Contract Dollar Value: \_\_\_\_\_  
Date and Length of Contract: \_\_\_\_\_  
Provide the name of Key Staff or Personnel: \_\_\_\_\_

#### Reference Three

Client/Company Name: \_\_\_\_\_  
Representative for client: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Nature/ Scope of Work: \_\_\_\_\_  
Contract Dollar Value: \_\_\_\_\_  
Date and Length of Contract: \_\_\_\_\_  
Provide the name of Key Staff or Personnel: \_\_\_\_\_

### 12. Management structure

Provide an organizational chart of key staff that would be assigned to the contract. This organizational chart is to indicate the on and off-site personnel and their roles and areas or levels of responsibility.

### 13. Key Personnel

Identify all key personnel, their alternates, and their proposed position for providing the services under this RFP. Additionally, the representative who will be assigned to the County as a single point of contact for operational matters shall be identified.

Personnel	Position Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### 14. Staff Training/Certification

Attach resumes or a brief staff profile for all key personnel, and their alternates, that are listed in the organizational chart requested above.

☐ Resumes or brief staff profiles attached

### 15. Subcontractors

If the respondent is utilizing subcontractors, provide a breakdown of roles and responsibilities to be assigned to subcontractors. Include past experience with identified contractors.

Subcontractor Name: \_\_\_\_\_

Roles and responsibilities to be assigned: \_\_\_\_\_

Past project experience with Subcontractor: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Roles and responsibilities to be assigned: \_\_\_\_\_

Past project experience with Subcontractor: \_\_\_\_\_

### 16. Proposed Equipment

Please provide photographs and a brief description including the make, model and year of the equipment you will be using to complete the work within this RFP. Attach documentation separately if needed.

#### FLEET VEHICLES

Type of Vehicle	Make	Model	Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Number of Vehicles in Fleet \_\_\_\_\_

### 17. Proposed Back-up Equipment

Please provide a brief description including the make, model and year of the back-up equipment that is available to complete the work within this RFP.

Type of Vehicle	Make	Model	Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## 18. Understanding the Deliverables

Respondents must attach the proposed approach to carrying out the deliverables described under this RFP. Additionally, key issues/Challenges and overall approach to deal with hauling of waste for the rural locations as well as risk mitigation measures are to be identified. Respondents should describe approach to:

- Process for managing service requests and anticipated response times;
- Communication with Smoky Lake County Staff to confirm in advance when pick-ups and service will occur so that staff can reset bins/and or clean bin locations during the service turnaround;
- Process for recording weights and statistics for loads and providing this information to the County on a monthly basis;
- Process for managing contaminated loads;
- Provide details of which landfills and transfer stations to be utilized;
- Suggest any efficiency or cost saving measures if new technologies become available;

## 19. Contingency Plan

Respondents shall describe their contingency Plan that addresses abnormal operating conditions (i.e., staffing issues, vehicle malfunctions etc.) to avoid disruption of service that includes, but is not limited to:

- Preventative maintenance plan details for fleet vehicles to be used to provide the services; and
- Method for communicating issues (i.e. spills/breakdowns/site issues) to Smoky Lake County solid waste staff and in accordance with the Safety Reporting Requirements identified in **Appendix A** – Form of Agreement.

## 20. Regulatory Warnings, Stop-work Orders or Citations

Provide incident and resolution details of any health, safety or environment-related regulatory warnings, stop-work orders or citations issued to the respondent within the last (3) years. Attach additional sheets as required.

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## 21. WCB Clearance Letter and WCB Employer Report Card

Attach a copy of the WCB Clearance Letter and WCB Employer Report Card. For companies based outside of Alberta or Canada, provide details of equivalent Workers' Compensation Authority that addresses worker safety and formula/rating used for home office location.

- ☐ WCB Clearance Letter Attached
- ☐ WCB Employer Report Card attached

## 22. Safety Certification

Respondents shall attach a copy of their Certificate of Recognition (COR) in accordance with Section 2.2.2

- ☐ COR attached

**23. Health and Safety Program**

Provide details of respondents' health and safety program including staff training programs. Attach additional sheets as required. Smoky Lake County may request supplementary information or obtain additional information from other public sources.

- ☐ Respondents are to attach their Safety Policy and Table of Contents of their safety manual only

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**24. Carrier Profile**

Respondents shall attach a copy of their Carrier Profile. These documents must be dated within 30 days of request and cover a one-year period, as per Commercial Vehicle Certificate and insurance Regulation (AR 314/2002).

**25. Insurance Certificate**

Respondents shall attach a copy of their Insurance Certificate with coverage as described in Article 15 of **Appendix A** – Form of Agreement.

- ☐ Insurance Certificate attached





# **ADDENDUM TRANSMITTAL**

**Request for Proposal (RFP)**

**For the**

**Hauling and Disposal of Solid Waste at**

**Smoky Lake County Rural Waste Transfer Stations and Bin Sites**

**Issued May 21, 2025**

**Submission Deadline June 27, 2025 at 1:00 p.m.**

Posted to:

Smoky Lake County Website at [www.smokylakecounty.ab.ca](http://www.smokylakecounty.ab.ca)

The following Sections have been edited to provide further clarification.

## **Part 2 – EVALUATION OF QUOTATIONS**

### **2.2.2 Other Mandatory Requirements**

#### **a) Safety Prequalification**

Contracts will be awarded to respondents who, prior to the Submission Deadline, possess a Certificate of Recognition (“COR”) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Respondents are advised that a small employer’s certificate of recognition (for employers with less than ten employees) is considered acceptable.

For respondents who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (“TLC”) issued by the Alberta Construction Safety Association (“ACSA”) will be considered. Smoky Lake County will confirm that the respondent possesses a COR or a valid TLC through the Alberta Construction Safety Association.

It is the respondent’s responsibility to ensure his registration in the program is properly documented with the Alberta Construction Safety Association and the County will assume no liability of errors or omissions by the Alberta Construction Safety Association in this regard.

Prospective respondents who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact:

Alberta Construction Safety Association

[www.acsa-safety.org](http://www.acsa-safety.org)

### **4.7 Contract Term.**

Its Smoky Lake County’s intent to enter into a Three (3) year agreement on discretion of the County with services commencing on or before October 1, 2025. Contract extension is at the discretion of Smoky Lake County and is subject to satisfactory performance from the Contractor, and Smoky Lake County’s acceptance of pricing.

### **4.10 Performance Security**

The Contractor shall be required to furnish, at its own expense, a Surety Association of Canada (SAC) Multi-Year Renewable Bond or Irrevocable letter of Credit in the amount of ten percent (10) of the first years’ contract value in favor of Smoky Lake County.

The SAC Multi-Year Renewal Bond or Irrevocable Letter of Credit shall guarantee the faithful performance of the work in accordance with any specifications and conditions of the RFP, and in default thereof, to protect Smoky Lake County against any losses or damage arising by reason of failure of the Contractor to faithfully perform the said work.

The bond is to be in the Form hereinafter set forth or such other Form acceptable to Smoky Lake County issued by a Canadian surety company licenced in the Province of Alberta, or an irrevocable Letter of Credit to be issued by a Canadian Bank operation in the Province of Alberta, or a Certified Cheque.

#### **4.13 Disposal and Processing Locations**

The Contractor shall obtain approval from Smoky Lake County for any change in a disposal location from Evergreen Regional Waste Management Services, 56331 Range Road 104 St Paul County..