



**Clear Hills County
313 Alberta Ave
Box 240
Worsley, AB
T0H 3W0**

REQUEST FOR PROPOSAL

DESCRIPTION:

Operation & Maintenance of Transfer Stations

REFERENCE #: 2024-P06

Proposal Closing Time:
June 7, 2024
4:00 p.m. Local Time

Contents:

1.0 Invitation to Tender

2.0 Instructions to Proponents

- 2.1 RFP Terminology
- 2.2 Inquiries
- 2.3 Proposal Return
- 2.4 RFP Schedule of Events

3.0 Scope of Work

- 3.1 Project Overview
- 3.2 Project Deliverables
- 3.3 Location of Work and Hours of Operation
- 3.4 Equipment
- 3.5 Independent Contractor
- 3.6 Contractors Duty and Indemnification
- 3.7 County Responsibility
- 3.8 Pricing
- 3.9 Period Covering
- 3.10 Reporting Structure
- 3.11 Proposal Format

4.0 Evaluation

5.0 General Terms and Conditions

- 5.1 Scope
- 5.2 Definition of Terms
- 5.3 Proposal Conditions
- 5.4 Proposal Clarification
- 5.5 Error in Proposal
- 5.6 Accepting of RFP
- 5.7 Submission of RFP
- 5.8 Proposal Withdrawal
- 5.9 Substitutions
- 5.10 Discussion
- 5.11 Proposal Award
- 5.12 Proposal Requirements
- 5.13 Alberta Freedom of Information and Protection of Privacy
- 5.14 Amendments
- 5.15 Contract
- 5.16 New Technology
- 5.17 Time
- 5.18 Assignment
- 5.19 Compliance with Laws
- 5.20 Financial
- 5.21 Proposal Price
- 5.22 Sole Bid
- 5.23 Vendor and Performance/Default
- 5.24 Good and Services Tax
- 5.25 Indemnification
- 5.26 Person Injury/Property Damage
- 5.27 Insurance
- 5.28 Governing Law
- 5.29 Jurisdiction

6.0 Proposal Form

7.0 Certification

8.0 Policy 3239 Transfer Station Operations

1.0 Invitation to submit Proposals

Vendors are invited to submit a proposal for the provision of services as set out in this Request for Proposal (RFP) document.

This RFP will be conducted with the objective of maximizing the benefit to Clear Hills County while offering vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording used throughout the RFP. Failure to satisfy any term or condition may result in an unacceptable Proposal.

Vendors submitting a Proposal are deemed to have accepted the General Terms and Conditions indicated in Section 5 of this RFP.

This RFP does not commit Clear Hills County to award a contract or to pay any costs incurred in the preparation of a proposal, or to attend a meeting with Clear Hills County staff.

2.0 Instructions to Proponents

2.1 RFP Terminology

- 2.1.1 Terminology used throughout the RFP is defined in the General Terms and Conditions section.

2.2 Inquiries

- 2.2.1 Refer all proposal inquiries to Terry Shewchuk, Public Works Manager, by fax 780-685-3960 or email to terry@clearhillscounty.ab.ca
- 2.2.2 Indicate RFP# and project description on all correspondence.
 - 2.2.2.1 **Request for Proposal #: 2024-P06**
 - 2.2.2.2 **Description: Operation and Maintenance of Transfer Stations**

2.3 Proposal Return

- 2.3.1 RFP will be received at Clear Hills County office no later than 4:00 p.m., local time, on June 7, 2024. RFP submissions must be sealed and enclosed in envelopes marked with the RFP number and addressed to:
 - Clear Hills County
 - 313 Alberta Ave
 - PO Box 240
 - Worsley, Alberta
 - T0H 3W0
 - Attn: Terry Shewchuk
- 2.3.2 Faxed or electronic Proposals will not be accepted. Clear Hills County does not recommend sending RFP by Courier due to limited Courier Services. Proposal number must be clearly marked in the subject line or on coversheet.
- 2.3.3 Each Proposal must be addressed to Clear Hills County in a sealed envelope clearly marked with Organization's name, address and Proposal number.
- 2.3.4 Clear Hills County is not responsible for the timeliness of documents delivered to the County.

2.4 RFP Schedule of Events

2.4.1	RFP Issue Date:	April 10, 2024
2.4.2	RFP Closing Date:	June 7, 2024
2.4.3	Closing Time:	4:00 p.m. local time
2.4.4	Evaluation of Proposal:	June 25, 2024

3.0 Scope of Work

3.1 Project Overview

- 3.1.1 Clear Hills County is inviting vendors to submit a proposal for the Operation and Maintenance of the Transfer Stations in Clear Hills County. This will include all aspects outlined in the Scope of Work.

3.2 Project Deliverables

- 3.2.1 Work performed under this agreement shall take place within limits of working hours set in Federal and Provincial legislation or regulations.
- 3.2.2 The Contractor shall provide the service of operation and maintenance of the Transfer Stations in Clear Hills County.

3.2.2.1 SNOW REMOVAL: Snow must be removed from the gates inward and including all areas that must be accessed by the public and transfer vehicles. The initial snow piles must be placed in such a manner as to accommodate all continuing snow accumulation.

3.2.2.2 VEGETATION CONTROL: All areas that are accessible must be mowed with vegetation kept to an acceptable height. Burn pile must be sprayed with non-selective herbicide, kept weed free to an area of 15 meters out from the burn pile. All spraying must be conducted by a licensed applicator.

3.2.2.3 TRANSFER BINS: Minor maintenance is to be carried out by the Contractor on bins located at Cleardale, Worsley, Eureka River and Hines Creek. Contracting the company responsible for the emptying or exchanging of the bins will be the responsibility of the contractor.

3.2.2.4 TOILETS AND TOILET MAINTENANCE: The contractor will be responsible for all maintenance of the onsite toilets.

3.2.2.5 BURNING – It is the responsibility of the contractor to burn wood piles. Burning permits will be obtained by the Contractor and is the responsibility of the Contractor to inform Sustainable Resource Development (SRD) at 780-624-6190 prior to lighting. In the Burn Free Zones where no permit is required, the County must be informed, and caution must be exercised, and SRD is to be informed prior to the burn. Ash piles must be cleaned free of nails and metal and ash piled to the backside of the burn pile.

3.2.2.6 BURN BARRELS: Burn barrel dumping cells must be cleaned as needed and cold ash moved to the burn pile.

3.2.2.7 FREON BASED GOODS: Freon based goods must be lined up neatly with 3 feet spacing between rows to accommodate Freon removal

equipment. The Contractor will be responsible for the removal of the Freon from these goods.

3.2.2.8 PAINT AND ELECTRONICS: Paint and electronics collected at Bear Canyon, Clear Prairie, David Thompson, and Whitelaw must be transported to the larger sites (Cleardale, Worsley and Hines Creek) by the Contractor.

3.2.2.9 FLUORESCENT LIGHT TUBES: Fluorescent light tubes collected at Bear Canyon, Clear Prairie, David Thompson, and Whitelaw must be transported to the larger sites (Cleardale, Worsley and Hines Creek) by the Contractor.

3.2.2.10 DAILY LOG SHEETS: It will be the responsibility of the Contractor to ensure that daily log sheets are completed for all Transfer Stations. The County is responsible for supplying the forms.

3.2.3 The Contractor is required to collect and transport the garbage from the following locations within the Hamlet of Worsley to a Transfer Station site on a weekly basis.

- The public containers.
- Containers at the truck turnout West of Worsley
- Clear Hills County administrative office
- Worsley Firehall and Community Centre

3.2.4 The Contractor is required to be available, including weekends and statutory holidays with the exception of Christmas Day and in the event that Remembrance Day (November 11th) falls on a Transfer Station operating day the station will be closed until noon. When the temperature is below -40 the Contractor will be informed of the decision; it will be the responsibility of the Contractor to notify his employees. **Section 8.0: Transfer Station Operations Policy No. 3239.**

3.2.5 The County, at its sole and unfettered discretion retains the right to change the number of hours of operation and will pay at a rate per hour as stated in the contract by the Contractor.

3.2.6 Public after-hours access requests are at the discretion of the Contractor who retains the right to deny requests and granted access by the Contractor will not be considered additional hours of work. The County maintains the right to access all Transfer Stations after hours for its own use as well as for inspection purposes.

3.2.7 The Contractor will not be allowed to sublet any work without prior written approval of the Public Works Manager or his representative.

3.3 Location of Work and Hours of Operation

Bear Canyon NW-15-84-12-W6M

May 1 – September 30

Monday 12:00 p.m. to 8:00 p.m.

October 1 – April 30

Monday 10:00 a.m. to 5:00 p.m.

Clear Prairie NE-24-87-10-W6M

May 1 – September 30

Thursday 4:00 p.m. to 8:00 p.m.

October 1 – April 30

Thursday 1:00 p.m. to 5:00 p.m.

Cleardale SE-13-85-10-W6M

May 1 – September 30

Tuesday 11:00 a.m. to 3:00 p.m.

Saturday 12:00 p.m. – 8:00 p.m.

October 1 – April 30

Saturday 10:00 a.m. to 5:00 p.m.

David Thompson/Deerhill SW-12-84-3-W6M

May 1 – September 30

Friday 12:00 p.m. – 8:00 p.m.

October 1 to April 30

Thursday 10:00 a.m. to 5:00 p.m.

Eureka River SW-17-86-5-W6M

May 1 – September 30

Wednesday 12:00 p.m. to 5:00 p.m.

October 1 – April 30

Wednesday 10:00 a.m. to 5:00 p.m.

Hines Creek SE-12-84-5-W6M

May 1 – September 30

Saturday 8:00 a.m. to 5:00 p.m.

October 1 – April 30

Saturday 10:00 a.m. to 5:00 p.m.

Royce SE-11-83-6-W6M

May 1 – September 30

Thursday 12:00 p.m. to 8:00 p.m.

October 1 to April 30

Thursday 10:00 a.m. to 5:00 p.m.

Whitelaw SW-12-84-2-W6M

May 1 – September 30

Saturday 12:00 p.m. to 8:00 p.m.

October 1 – April 30

Saturday 10:00 a.m. to 5:00 p.m.

Worsley SE-25-87-8-W6M

May 1 – September 30

Tuesday 4:00 p.m. to 8:00 p.m.

Friday 12:00 p.m. to 8:00 p.m.

October 1 – April 30

Friday 10:00 a.m. to 5:00 p.m.

3.4 Equipment

3.4.1 The Contractor's equipment must meet the following minimum requirements:

3.4.1.1 All safety regulations under the Workers Compensation and Occupational Health and Safety Act.

3.4.1.2 Be equipped with adequate headlights.

3.4.1.3 Be equipped with a rotating amber light on top of the canopy.

3.4.1.4 Equipment must be suitable for plowing and piling snow, spreading gravel, mowing grass, and moving burnt material, wood piles, tires, metals, electronics, and miscellaneous material.

3.5 Independent Contractor

- 3.5.1 It is the responsibility of the Contractor to comply with all licensing of the local authorities (Clear Hills County).
- 3.5.2 The Contractor will be considered an independent contractor and shall provide the equipment identified and maintain said equipment in good condition for the duration of the agreement.
- 3.5.3 The Contractor shall provide skilled operators and trained labourers.
- 3.5.4 The Contractor will be responsible for installing identification signage within the Transfer Station site.
- 3.5.5 The Contractor is responsible for removal of Freon and all Transfer Station Material.

3.6 Contractors Duty and Indemnification

- 3.6.1 The Contractor shall indemnify and hold harmless Clear Hills County, County employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly and indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance by the requirements of this agreement.
- 3.6.2 Such indemnification shall survive termination of this agreement.
- 3.6.3 Clear Hills County shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents in the performance agreement.

3.7 County Responsibility

- 3.7.1 The County is responsible to supply all necessary gravel.
- 3.7.2 The County is responsible for fence and gate replacement and repair.
- 3.7.3 The County is responsible for supplying gate locks and keys.
- 3.7.4 The County is responsible for notifying the Contractor when accessing Transfer Stations for disposal purposes.
- 3.7.5 The County is responsible for all signage outside the Transfer Station compound.
- 3.7.6 The County is responsible for supplying daily log sheets forms to the Contractor.

3.8 Pricing

- 3.8.1 The cost of the RFP should be broken out per year. Proponents are to provide a lump sum per hour along with an hourly rate for additional hours worked. Provide this information on the Proposal Form.
- 3.8.2 Invoices must be forwarded to the County office within a minimum of 30 days of work being performed and the Contractor must submit the proper paperwork.
 - 3.8.2.1 Numbered and dated invoice that included the following:
 - Dates worked
 - Brief description of work conducted
 - Signature of the Contractor
 - GST Number

**Invoices will be processed, and payment mailed within 30 days of receipt.

**Invoices received without all required information may be returned to the Contractor for completion. This may result in payment delays.

3.9 Period Covered

3.9.1 The term of this agreement shall be for a period of five (5) years from the commencement date, January 1, 2024 – December 31, 2029.

3.10 Reporting Structure

3.10.1 The successful Proponent will be required to submit a comprehensive written report detailing the required deliverables.

3.11 Proposal Format

Proposals shall adhere to the following:

3.11.1 Letter of Transmittal

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

3.11.2 Executive Summary

An Executive Summary, touching on the pertinent points in the Proposal that the proponent wishes to highlight, including an overview of project costs.

3.11.3 Corporate Profile

Include a brief Corporate Profile that covers the company's history, office location, and individual(s) who will be assigned to the project team.

3.11.4 Response Requirements

Proponents are required to detail their firm's ability to satisfy the terms in 3.2 Project Deliverables.

3.11.5 Certification

All proponents responding to this RFP are required to sign the Certification in Section 7. Failure to complete, sign and submit the Certification may disqualify the Proposal.

4.0 Evaluation

Each RFP will be evaluated solely on its content according to the following:

- Will consist of an evaluation of the written proposals, with criteria points being distributed with the following rating matrix:

Evaluation Criteria	Evaluation Weighting (1-30)
Location Location of contractor in proximity to work area	40 Points
Experience Proponent has experience in operating Transfer Stations or other Related experience	20 Points
Budget Cost considerations, resource allocation, daily rates and/or hourly rates and overall value for the County	20 Points
Equipment Proponent equipment list	20 Points
Score of Percentage	100 Points

5.0 General Terms and Conditions

5.1 Scope

- 5.1.1 The Terms and Conditions part of the RFP of Clear Hills County, or any group associated with Clear Hills County, which is stated to be subject to Clear Hills County Terms and Conditions: Materials, and supplies. Accordingly, such Terms and Conditions shall form part of each Contracted created by the acceptance of the RFP.

5.2 Definition of Terms

Whenever used in the RFP, including any forms included as part of any Proposal, the following works shall be deemed to have meanings as located below:

- 5.2.1 "Closing Time means the "Closing Time" specified in the RFP.
- 5.2.2 "Contract" means the agreement(s) entered into by Clear Hills County with the successful proponent for the Maintenance and Operation of Transfer Stations.
- 5.2.3 "Control" means Clear Hills County has the authority to manage the Record, including its creation use, disclosure and disposal.
- 5.2.4 "Custody" means that a party has physical possession of the record.

- 5.2.5 “FOIP Act” means the Alberta Freedom of Information and Protection of Privacy Act.
- 5.2.6 “Owner” means Clear Hills County
- 5.2.7 “Proponent” means the person, firm or company submitting a proposal to Clear Hills County
- 5.2.8 “Record” means information in any form, including proposals, reports, documents, drawings (computer generated or otherwise) specifications, photographs, letters, meeting minutes, vouchers, and all other correspondence, papers and other information that is written photographed, recorded, or stored in any manner, but does not include the software or any mechanism that processes such records.
- 5.2.9 “RFP” means this Request for Proposal of Clear Hills County including all forms to be included as part of the Proposal.
- 5.2.10 “Transitory Record” is one that:
- Has only temporary usefulness
 - Is not subject to legislated retention
 - Is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records:

- Temporary information that can be destroyed once acted upon, (i.e. phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence)
- Duplicate documents when nothing substantive has been added, changed or deleted; the copy was created for convenience of reference purpose; and the master record is kept on file for retention period, (i.e. copies of minutes, correspondence, publications, prints of microfilmed record)

Exceptions above are respectively:

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

5.3 Proposal Conditions

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

5.4 Proposal Clarification

5.4.1 Should the Proponent find, during the examination of the Proposal documents any discrepancies, omissions, ambiguities or conflicts on or

between the Proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of Ron Jensen, Public Works Manager, not less than three days before the Proposal closing date. The questions will be reviewed, and where information sought is not clearly indicated, the Owner will issue an addendum, which will become part of the RFP documents. Should the Proponent fail to bring the discrepancy, omission, ambiguity or conflict to the attention of the owner as to the resolution of such discrepancy, omission ambiguity or conflict and it will be deemed that the Proponent has included the most costly alternative in its RFP.

5.5 Error in Proposal

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

5.6 Accepting of RFP

- 5.6.1 The County reserves the right, in the County's sole and unfettered discretion to:
 - 5.6.1.1 Accept any proposal submitted prior to the RFP Closing Time, as specified in the RFP;
 - 5.6.1.2 Accept the withdrawal of such Proposal as permitted hereunder or by the RFP;
 - 5.6.1.3 To reject any or all Proposals, at any time without prior explanation;
 - 5.6.1.4 Disqualify or reject any Proposals which contain qualifying conditions to otherwise fail to conform to these RFP documents;
 - 5.6.1.5 To waive any non-compliance with the Proposal documents, specifications or any conditions;
 - 5.6.1.6 The lowest or any proposal will not necessarily be accepted.

5.7 Submission of RFP

- 5.7.1 References: the Proponent shall include evidence, satisfactory to the Owner, of ability to perform.
- 5.7.2 Proponents shall accept collect call or provide toll-free telephone numbers for inquiries from Clear Hills County.
- 5.7.3 Proponent shall provide and include their Proposal submissions an address telephone number and/or facsimile number.
- 5.7.4 The County reserves the right to amend or revise the Proposal documents by addenda. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda(s) by the Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the Closing Time that it has received any and all addenda issued in relation to a Proposal package.
- 5.7.5 Prices included in the Proposal shall be FOB by the County's site specified in the RFP unless clearly stated otherwise.
- 5.7.6 No Proposal award decision will be made until Clear Hills County has had an opportunity to examine and evaluate all proposals.

5.8 Proposal Withdrawal

5.8.1 The Proposal may be withdrawn at any time up to one (1) hour prior to the RFP Closing Time but only on the submission of a request in writing signed by the Proponent at the office at which the Proposal was originally submitted. The Proposal withdrawal may be submitted by fax.

5.8.2 No Proposal shall be withdrawn following the RFP Closing Time unless some other person has been awarded the contract or unless a period of time as stated in the RFP documents has expired from the RFP Closing Time. A Proposal, which has not been accepted at the expiration of such time, shall be deemed to be automatically withdrawn at that time.

5.9 Substitutions

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

5.10 Discussion

5.10.1 The County reserves the right to conduct discussions with any Proponent that submitted a Proposal to assure full understanding of the Proposal submitted.

5.11 Proposal Award

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

5.12 Proposal Requirements

5.12.1 Requirements are as listed and detailed throughout the RFP.

5.13 Alberta Freedom of Information and Protection of Privacy

5.13.1 All documents submitted to Clear Hills County will be subject to the protection and disclosure provisions of Alberta’s Freedom of Information and Protection of Privacy Act (FOIP). FOIP allows persons a right of access to records in the County’s custody and control. It also prohibits the County from disclosing Vendor’s personal or business information where disclosure would be harmful to the Vendor’s business interests or would be unreasonable invasion of personal privacy as defined relevant sections of FOIP. Vendors are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, Clear Hills County cannot assure the Vendors that any portion of the Vendor’s documents can be kept confidential under FOIP.

5.14 Amendments

5.14.1 The County reserves the right to amend or revise the Proposal documents by Addenda up to 48 hours prior to Proposal Closing Time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda(s) by Proponents shall be acknowledged. It is the Proponent's responsibility to ascertain and verify, prior to the Closing Time, it has received any and all addenda issued in relation to the RFP.

5.15 Contract

5.15.1 The signing of a formal written agreement shall constitute the making of a contract between Clear Hills County and the successful Proponent.

5.16 New Technology

5.16.1 In the event that new technology is introduced during the term of the Contract relating to materials, supplies and services provided under the Contract, and if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Vendor will be notified of such findings.

5.17 Time

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

5.18 Assignment

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

5.19 Compliance with Laws

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

5.20 Financial

5.20.1 The County reserves the right to investigate the Proponents financial position.

5.21 Proposal Price

5.21.1 Pricing shall be in Canadian dollars.

5.21.2 The County reserves the right to request satisfactory evidence of any price amendment.

5.22 Sole Bid

5.22.1 In the event that only one Proposal is received, Clear Hills County may request from the sole Proponent the following information:

5.22.1.1 Current published public sector pricing

5.22.1.2 Price breakdowns showing, if applicable, the cost of direct labour, direct materials, purchased items, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related.

5.23 Vendor and Performance/Default

5.23.1 In the event of non-performance, the County reserves the right to acquire the items from alternative sources, and the Vendor shall be responsible for any excess cost occasioned thereby and will pay the amount thereof to the Owner on demand. If the Vendor defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with this agreement it affects the Vendor's obligations, the County may, at its sole discretion, terminate any remaining portion of this contract with the Vendor upon five (5) days written notice delivered to the Vendor, free of any claim of the Vendor of every nature and kind.

5.24 Good and Services Tax

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

5.25 Indemnification

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

5.26 Personal Injury/Property Damage

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

5.27 Insurance

5.27.1 The Provision of all required insurance including WCB shall be at the expense of the Contractor and shall not limit the obligations under this agreement.

5.27.2 The insurance required herein shall be with an insurer licensed to do business in Alberta and shall be maintained in full force effect for the duration of the agreement and any extension thereof.

5.27.3 No work shall be performed until the agreement has been executed by both parties thereto, and the liability insurance has been accepted and filed with Clear Hills County.

5.27.4 The Vendor with whom the County wishes to enter into an agreement, shall provide the County with the following certificate of insurance, prior to the commencement of any contract resulting from this RFP:

5.27.4.1 Comprehensive General Liability Insurance in an amount not less than \$2,000,000.00 (two million dollars) inclusive per occurrence, insuring against bodily injury and property damage and property damage including loss of use thereof. Such insurance shall extend to include blanket written contractual liability and employees as additional insured's.

5.27.4.2 The successful Proponent shall be responsible for providing insurance against loss or damage of his/her equipment. Clear Hills County, unless they are negligent, shall not be responsible for any loss or damage to the equipment.

5.27.5 Workers' Compensation Coverage for all employees, if any, engaged by the Vendor in accordance with the laws of the Province of Alberta.

5.27.6 The Vendor shall ensure that all insurance covered is maintained by the Vendor in accordance with the Agreement. The company shall name Clear Hills County and any other party designated by the County as an additional insured contain a severability of interested or cross liability clause.

5.28 Governing Law

5.28.1 Any agreement resulting from the RFP is governed and interpreted in accordance with the laws of the Province of Alberta.

5.29 Jurisdiction

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

6.0 Proposal Form

Bidders Name: _____
Company Name: _____
Operator Name: _____
Address: _____
Telephone: _____ Fax: _____
Cell Number: _____ Email: _____
Insurance Company: _____
Insurance Policy #: _____
Insurance Policy Expiry: _____
WCB #: _____
GST #: _____

I/we understand that the complete Contract Provisions attached hereto form part of this agreement, for a contracted price of:

January 1, 2024 – December 31, 2024

Price: _____

AND a rate of _____ per hour for additional hours of operation and will include use of all equipment currently available for this Contract under the General Terms and Conditions.

January 1, 2025 – December 31, 2025

Price: _____

AND a rate of _____ per hour for additional hours of operation and will include use of all equipment currently available for this Contract under the General Terms and Conditions.

January 1, 2026 – December 31, 2026

Price: _____

AND a rate of _____ per hour for additional hours of operation and will include use of all equipment currently available for this Contract under the General Terms and Conditions.

January 1, 2027 – December 31, 2027

Price: _____

AND a rate of _____ per hour for additional hours of operation and will include use of all equipment currently available for this Contract under the General Terms and Conditions.

January 1, 2027 – December 31, 2027

Price: _____

AND a rate of _____ per hour for additional hours of operation and will include use of all equipment currently available for this Contract under the General Terms and Conditions.

Signature of Owner

Signature of Witness

Printed Name of Owner

Printed Name of Witness

Date

Date

7.0 Certification

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

We, _____
(Legal Company Name)

Of, _____
(Business Address)

(Telephone number)

(Fax number)

Name of Contact: _____

Having examined and read the Request for Proposal documents for RFP 2024-P06 as issued by Clear Hills County, do hereby bid, and agree to provide the services/products in accordance with the Proposal/RFP documents, and do hereby agree to accept the Terms and Conditions set out in this RFP.

Executed this _____ day of _____, 2024.

(Signature of Authorized Representative)

(Position held)

8.0 Policy 3239 Transfer Station Operations



Clear Hills County

Effective Date: October 11, 2022	Policy Number: 3239
Title: TRANSFER STATION OPERATIONS POLICY	

1. Policy Statement

Clear Hills County will implement a cold weather policy for all Transfer Stations operated by the County when the temperature is -40 or below.

2. Guidelines

- 2.1. Transfer Stations will be closed Remembrance Day until noon if Remembrance Day (November 11th.) falls on an operating day.
- 2.2. Transfer Stations will be closed Christmas Day (December 25).
- 2.3. When the temperature is -40 or below, Transfer Stations will be closed.
- 2.4. Closure of the Transfer Station will be determined by coordination between the Landfill Attendant and the Public Works Manager or the representative on each operating day in which the temperature is -40 or below.
- 2.5. In the event the temperature is -40 or below, a decision will be made by 9:30 a.m. to keep the sites closed for that day and office staff will be notified.

3. End of Policy

ADOPTED

Resolution #C078

Date: January 26, 2010

Resolution #C379-12

Date: June 26, 2012

Resolution #C493-22

Date: October 11, 2022