



**REQUEST FOR PROPOSALS  
GENERAL CONTRACTOR SERVICES  
TOWN OF CLARESHOLM**

RFP #: RPS00807  
RFP Issue Date: March 29, 2019  
RFP Closing Date: April 30, 2019; 2:00 p.m. MST  
RFP Closing Location: Town of Claresholm  
221 – 45 Ave West, Claresholm, Alberta  
Box 1000, Claresholm, Alberta, T0L 0T0  
Submission Contact: Marian Carlson, CAO  
Email: [marian@claresholm.ca](mailto:marian@claresholm.ca)  
Inquiries Contact: Ryan Rasmussen, Peace Officer  
Email: [bylaws@claresholm.ca](mailto:bylaws@claresholm.ca)  
Telephone: 403-625-3381  
Facsimile: 403-625-3869

## Contents

1.0	Introduction .....	1
1.1	The Town of Claresholm .....	1
1.2	Definitions .....	1
2.0	General Contractor Services.....	2
2.1	Scope of Work .....	2
2.1.1	General Description of Services: .....	2
2.1.2	“On-Demand” Snow Removal.....	3
2.1.3	“On-Demand” Vegetation Removal (grass cutting).....	3
2.1.4	“On-Demand” Property Clean-up.....	4
2.2	General Requirements.....	4
2.2.1	Equipment.....	4
2.2.2	Sale of Recyclable Materials.....	4
2.2.3	Fees & Tipping Fees.....	5
2.2.4	Municipal Fees & Tipping Fees.....	5
2.2.5	Term.....	5
2.2.6	Examination of Site .....	5
2.2.7	Hauling and Disposal Permits:.....	6
2.2.8	Recycling Provision:.....	6
2.2.9	Worksite Conduct:.....	6
3.0	Proposal Format.....	6
3.1	Cover Letter/Proposal Letter .....	6
3.2	Insurance .....	6
3.3	WCB .....	7
3.4	Performance Bond .....	7
3.5	References .....	7

---

4.0	Evaluation Process.....	7
4.1	Mandatory Requirements.....	7
4.2	Evaluation .....	8
4.3	Proposal Submission (Proposal Closing Date) .....	8
4.4	Inquiries .....	9
5.0	General.....	9
5.1	Terms of Agreement .....	9
5.2	Notification .....	9
5.3	Start-up Time .....	9
5.4	Modifications of Terms and RFP Cancellation.....	9
5.5	Irrevocability of Proposals.....	9
5.6	Disclaimer of Liability and Indemnity.....	10
5.7	No Tender and no Contractual Relationship.....	10
5.8	Proposal Return .....	11
5.9	Law and Forum of Proposal.....	11

## 1.0 Introduction

This request for proposal is being solicited for the provision of General Contractor Services;

The services being solicited will be provided to the following municipality;

- The Town of Claresholm

If an acceptable proposal is received the municipality will select one respondent (the “proponent”) with whom the municipality, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the work.

### 1.1 The Town of Claresholm

The Town of Claresholm is a great place to live, and it prides itself on the friendliness of its residents, its retail services and industrial facilities. It is a thriving community of 3,780 people. Claresholm’s traditional roles of an agricultural service center and industrial airport have been diversified in past years by the growth of the health care sector. It offers excellent recreation with an 18-hole golf course, swimming pool, rinks, water spray park, expanded campground and an active Agriplex.

The Town of Claresholm is located in the Municipal District of Willow Creek #26, midway between Calgary and Lethbridge on Highway 2. It is 104 km south of Calgary and 90 km northwest of Lethbridge. Claresholm rests on the fringe of the most spectacular part of Alberta’s foothills, providing easy access to an endless number of mountain vistas and recreational opportunities.

### 1.2 Definitions

Terminology used throughout this RFP is defined in Section 1 Contract and as follows:

“*Contractor*” means the Contractor or the Contractor’s authorized representative as designated to the Owner in writing.

“*Proponent*” is the prospective person or entities competing to be the Contractor.

“*Respondent*” shall mean the individual, partnership, corporation, or other entity responding to this RFP.

## **2.0 General Contractor Services**

### **2.1 Scope of Work**

The Town of Claresholm is seeking proposals for General Contractor Services as follows:

#### **2.1.1 General Description of Services:**

Service requirements include and are not limited to the following:

- In performing all operations in connection with the services, the Contractor shall provide all labor, equipment, tools and materials.
- Site specific circumstances and requirements will be determined by the coordinator and will be communicated to the Contractor at and during the time of deployment.
- The Services will be on an “on-demand” basis. The Contractor is to provide the services and dispatch its equipment and clean-up crew to the identified site within 48 hours from the time of notification.
- The Contractor is to provide a contact person and telephone number for the purpose of this project.
- The site could be on an empty lot or an abandoned property where the Town has served clean-up notices to the owner. The Contractor is to perform the clean-up services expeditiously, and where the property is privately owned, the Town will recover the costs from the property owner.
- The garbage or unwanted materials could be in various forms; such as furniture, mattresses, cardboards, plastics, automotive parts, tires, batteries, electronics equipment, household appliances, chemicals, liquids, construction debris, general garbage, etc. Some of these are recyclables; some could be hazardous or toxic materials. Where they are hazardous or toxic, radio-active or banned materials, the Contractor shall dispose of these according to all Federal and Provincial regulations. Evidence of such disposals shall be attached to the invoices with receipts.
- Upon the pickup of these materials, the Contractor shall separate and sort out all materials to the categories in conformance with the requirements of all the regulations before sending them to the transfer stations or landfill. The separation could be carried out on site or in some occasions at the Contractor’s premises. No extra charges shall be billed to the Town if the collection is separated or sorted out at the Contractor’s premises.
- In some instances, there could be a large amount of garbage or unwanted materials. In such cases, the Town may request the Contractor to submit

a written assessment for the Town's approval prior to the commencement of the work.

- The Contractor, upon completion of the garbage collection at the appointed site shall leave the site free of all debris and unwanted materials.

### **2.1.2 "On-Demand" Snow Removal**

- A Contractor will be engaged to provide snow removal and ice control services. Snow removal and ice control services will typically include pedestrian hard surface areas located within the boulevards of municipal right-of-ways.
- The Contractor will provide all equipment, materials and labor for the provision of snow removal and ice control services. The Contractor to be available as required on a 24 hours per day, 7 days a week basis for the duration of the snow season. The Contractor must give the Town top priority in response to demands for service.
- The Town of Claresholm will appoint a specified coordinator who will be the point of contact for implementation of the snow and ice management program. The coordinators will deploy Contractors and provide direction regarding site priorities.
- Stockpiles of snow must not be placed on top of drainage points, such as catch basins. Depending on the nature and scale of the winter conditions, snow stock piles may need to be relocated or moved off-site.
- Whenever possible snow stockpiles should be located on grass areas to facilitate dissipation of melting snow. If stockpiling within the hard surface areas, the piles shall be located at or near the lowest elevation points to avoid sheeting of melting snow across hard surface areas.

### **2.1.3 "On-Demand" Vegetation Removal (grass cutting)**

- A Contractor will be engaged to provide vegetation removal (grass cutting) services. Vegetation removal (grass cutting) services will typically take place on private property, and will include the boulevard areas between municipal right-of-ways (including alleys) and private property.
- The Contractor is to perform grass-cutting operations in a professional manner that ensures a smooth surface appearance without scalping. The Contractor shall not set mowing heights to be less than  $\frac{3}{4}$ " for all turf areas. Mowing height may be set as high as 3" with 1.5" being considered normal. Grass clippings are allowed to remain on lawn areas. Grass clumps are to be spread out.
- Prior to the commencement of any work the Contractor will be required to pick-up any general litter, paper, beverage containers, small branches and

leaves. Waste material is to be disposed of at an approved waste/compost disposal facility.

- No grass clippings, leaves or waste materials are to be blown onto walkways and/or roadways and must be collected and removed immediately.

#### **2.1.4 “On-Demand” Property Clean-up**

- The Town of Claresholm is soliciting from qualified and experienced Contractors for “on-demand” garbage or unwanted materials collection, separation and disposal from Town owned or privately-owned properties at various sites within the boundaries of the municipality. On a timely basis, the Contractor shall provide its own transportation, equipment, materials and labor for the collection, separation and disposal from each clean-up site.
- The contractor shall be knowledgeable to the manner of garbage and debris collection and disposal in conformance to all the Federal, Provincial and Municipal regulations and by-laws related to this field.
- The contractor shall have the licenses and permits to haul these materials, and where they are transporting dangerous and/or hazardous materials, which may happen in some occasions, they shall conform to all the regulations as defined by the Transportation of Dangerous Goods Regulations.
- The contractor shall be familiar and in full compliance with the Occupation Health and Safety regulations and in conformance with Material Safety Data Sheets (MSDS).

## **2.2 General Requirements**

### **2.2.1 Equipment**

- The Contractor shall have adequate equipment, manpower, materials, etc. to be able to respond to the Town at short notices and to perform the services adequately and efficiently. All equipment shall be kept in good mechanical order. Where possible, the Contractor shall have duplicate equipment which can be put into service and operated in case of any mechanical breakdown.

### **2.2.2 Sale of Recyclable Materials**

- The Contractor shall be responsible for transporting all recyclable materials to a recognized processing facility where all materials will be recycled. All proceeds from the sale of any recycled materials shall be credited back to the Town.

### **2.2.3 Fees & Tipping Fees**

- The Contractor shall invoice the Town of Claresholm for services rendered within 30 days from the date of completion.
- When requested, the Contractor shall provide pricing rates on labor rates, equipment rates and per tonne pickup. The rates shall include all transportation, equipment, labor and materials from the time the Contractor arrives at the appointed site to the time of completion (when the garbage or unwanted materials are being disposed of at the transfer station or landfill. Separation or sorting of the garbage or unwanted materials at the site, or at the Contractor's premises, shall be included in the pricing rates.
- The disposal fee will be the transfer station ticket rates and the Contractor shall not include any mark-ups. The Contractor shall attach a copy of the Transfer station ticket with their invoices for reimbursements.

### **2.2.4 Municipal Fees & Tipping Fees**

- Municipal fees, tipping fees and surcharges shall be added to the total cost. Evidence of such disposals shall be attached to the invoices with receipts.

### **2.2.5 Term**

- The term of an Agreement shall commence through to May 31, 2021. The Agreement may be extended for additional terms upon mutual agreement of both parties. The extended term shall not exceed the additional twelve (12) month time period.

### **2.2.6 Examination of Site**

- The Contractor shall conduct site inspections prior to removing any rubbish materials. The Contractor shall assess rubbish materials for any hazardous materials and recyclable materials.
- The Contractor shall ensure that before and after pictures are taken of the site. The pictures must be attached to the invoices.
- The Contractor shall ensure that employees and sub-contractors are not required, in their performance of duties, to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety.



**2.2.7 Hauling and Disposal Permits:**

- The Contractor shall have and maintain all required permits current, and be in good standing. Any change in status must be reported to the Town in writing within 24 hours. The Contractor is expected to adhere to all federal, provincial and local by-laws and regulations, governing rubbish collection and disposal.

**2.2.8 Recycling Provision:**

- Where possible, the Contractor should recycle as much of the materials as feasible.

**2.2.9 Worksite Conduct:**

- All laborer's and workers (including sub-contractors) shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all laborers and workers (including sub-contractors) on the worksite and is to control, among other things:
  - noise, including music;
  - the use of offensive language;
  - smoking or drinking of alcoholic beverages on the worksite;
  - physical violence;
  - thievery; and
  - the transportation of articles or materials deemed hazardous.
- If the Town determines, in its sole discretion, that any laborer need to be removed due to his or her failure to comply with the terms of this provision, the Contractor will remove such laborers from the worksite immediately. Alcohol and drugs are not tolerated on this site at any time. Anyone deemed to be under the influence shall be escorted off site.

**3.0 Proposal Format****3.1 Cover Letter/Proposal Letter**

Each RFP being submitted must be accompanied by a cover letter dated and signed by an official authorized to sign on behalf of the responding agency. The signatory on this cover letter must also be authorized to provide clarifications and make commitments on behalf of the agency.

**3.2 Insurance**

- The Contractor covenants and agrees that it shall carry comprehensive liability insurance and that the following provisions shall apply to such insurance:

- the Town shall be a named insured in all public liability policies;
- all policies shall provide that an event of default on the part of the Contactor, its servants or agents, shall not be an event of default on the part of the Town;
- none of the policies shall be cancelled unless THIRTY (30) days prior written notice of cancellation is first given to the Town;
- copies of all policies of insurance shall immediately be provided to the Town upon written request by the Town;
- the insurance policies shall have the following minimum limits of coverage:
  - Commercial General Liability - TWO MILLION (\$2,000,000.00) DOLLARS;
  - The Contractor agrees to indemnify and save harmless the Town of Claresholm from any and all claims for death and injury to persons and loss or damage to property of any nature whatsoever that arise in connection with acts and omissions of the Contractor in performance by Contractor of its duties.
- Performance Bond: To ensure full compliance by the Contractor with the terms, covenants and conditions, the Contractor agrees that it shall deposit security with the Town, in the form of an irrevocable letter of credit or cash in the amount of ONE THOUSAND (\$1,000) DOLLARS.

### **3.3 WCB**

The Contractor covenants and agrees that it shall carry applicable Worker Compensation Board insurance / coverage. Proof of this insurance must be submitted to the Town of Claresholm with the submission.

### **3.4 Performance Bond**

Performance Bond: To ensure full compliance by the Contractor with the terms, covenants and conditions, the Contractor agrees that it shall deposit security with the Town, in the form of an irrevocable letter of credit or cash in the amount of ONE THOUSAND (\$1,000) DOLLARS.

### **3.5 References**

The respondent will provide the names and telephone numbers of three current client contacts who would serve as references.

## **4.0 Evaluation Process**

### **4.1 Mandatory Requirements**

- Interested parties are to submit a cover letter / proposal letter to the Town of Claresholm. The letter shall include:

- name and contact information of the interested party,
  - a statement indicating that the full request for proposals has been reviewed,
  - a statement indicating how the interested party intends to comply with the service requirements,
  - two references related to the primary service responsibilities,
  - proof of insurance and WCB coverage,
- The proposal must be received at the closing location before the Closing Time;
  - The proposal must contain a signed proposal Letter;

## 4.2 Evaluation

In evaluating the proposals received, the Town of Claresholm will consider all of the mandatory requirements listed above, and the municipality will have the sole and unfettered discretion to award the contract to any proponent that they feel is qualified. By submitting a proposal, the proponent acknowledges and agrees to this process and that it waives any right to contest in any legal proceedings the decision of the municipality to award points in respect of the criteria noted above in this section of the RFP.

The Town of Claresholm also reserves the right to accept conditions to be offered by and/or negotiated with the successful proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the proposal review process as part of the evaluation.

At all times, the municipality reserves the right to seek written clarification regarding a proposal from a proponent. Such clarification shall be deemed an amendment to such proponent's proposal.

## 4.3 Proposal Submission (Proposal Closing Date)

Five hard copies of the proposal (including one unbounded copy suitable for photocopying) shall be submitted by no later than **2:00 p.m. MST on April 30, 2019** in sealed envelopes or containers marked with the RFP number and addressed to:

Town of Claresholm Administration Office  
Attention: Marian Carlson, CAO  
221- 45 Ave West, Box 1000,  
Claresholm, Alberta,  
T0L 0T0

#### **4.4 Inquiries**

All questions regarding the RFP shall be submitted in writing and directed to the contact person listed below prior to the submission date. No inquiry submitted will be responded to after **2:00 p.m. MST on April 30, 2019**.

Ryan Rasmussen, Peace Officer  
Town of Claresholm  
Box 1000, Claresholm, AB, T0L 0T0  
Fax: 403-625-3869  
Email: [bylaws@claresholm.ca](mailto:bylaws@claresholm.ca)

If the Town of Claresholm, in their sole and unfettered discretion, determine that a written response to an inquiry is warranted, a written response will be prepared and distributed to all proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.

The Town of Claresholm is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

#### **5.0 General**

##### **5.1 Terms of Agreement**

The Town of Claresholm will select one or more parties who submitted a proposal (the "proponents") with whom the Town of Claresholm, in its sole and unfettered discretion, will negotiate regarding the terms of a contract.

##### **5.2 Notification**

The successful respondent will be notified by May 15, 2019.

##### **5.3 Start-up Time**

The proposed start-up time of the services is scheduled for June 1, 2019.

##### **5.4 Modifications of Terms and RFP Cancellation**

The Client reserves the right to modify the terms of the RFP prior to the submission date at its sole discretion. Proponents will be advised of any changes or modifications in writing from the Client. The Client reserves the right to cancel the RFP at any time prior to entering into a contract with the successful proponent.

##### **5.5 Irrevocability of Proposals**

The proposals received shall remain irrevocable for a period of sixty (60) days following the RFP Closing in order to allow for the Town of Claresholm to undertake the evaluation of the proposals received and to undertake the negotiations as provided for herein.

## 5.6 Disclaimer of Liability and Indemnity

By submitting a proposal, a proponent agrees:

- To be responsible for conducting its own due diligence on data and information upon which its proposal is based;
- That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- That it has gathered all information necessary to perform all of its obligations under its proposal;
- That it is solely responsible for ensuring that it has all information necessary to prepare its proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its proposal;
- To hold harmless the municipality, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- That it shall not be entitled to claim against the municipality, their elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the municipality or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- That the municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the proponent as a result of, or arising out of, preparing, submitting, or disseminating a proposal, or for any presentations or interviews related to the proposal, or due to the Town of Claresholm's acceptance or non-acceptance of a proposal; and
- To waive any right to contest in any proceeding, case, action or application, the right of the municipality to negotiate with any proponent for the Contract whom the Town of Claresholm deems, in their sole and unfettered discretion, to have submitted the proposal most beneficial to the municipality and acknowledges that the municipality may negotiate and contract with any proponent it desires.

## 5.7 No Tender and no Contractual Relationship

The proponent acknowledges and agrees that this procurement process is a Request for proposal and is not a tendering process. It is part of an overall procurement process intended to enable the municipality to identify a potential successful proponent. The submission of a proposal does not constitute a legally binding agreement between the

Town of Claresholm and any proponent. For greater certainty, by submission of its proposal, the proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the municipality and the proponent arising from this RFP or the submission of a proposal.

Further, the proponent acknowledges that a proposal may be rescinded by a proponent at any time prior to the execution of the Contract.

### **5.8 Proposal Return**

Proposals and accompanying documentation, upon receipt by the Town of Claresholm, will become the property of and will be retained by the Town of Claresholm should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of the Town of Claresholm upon their being presented, submitted or forwarded to the Town of Claresholm. Notwithstanding anything contained in this RFP as to the purpose for the submission of proposals, the Town of Claresholm may use the concepts, ideas, suggestions, and directions contained within the documents, written descriptions and other materials contained in proposals and in any communication surrounding the proposals provided by the proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other works. For clarity, the confidentiality obligations set out herein applicable to the Town of Claresholm's use of information shall not interfere with the Town of Claresholm's right to use concepts, ideas, suggestions and directions as herein described.

### **5.9 Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a proposal, the proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.