

# **REQUEST FOR PROPOSAL**

## **Highway 63 Road Rescue Services RFP NO. APS-2024-02**



### **Protective Services**

**Athabasca County  
3602 48 Ave.  
Athabasca Alberta, T9S 1M8**

**CLOSING: July 15, 2024 AT 4:00 PM (MT)**

**Table of Contents**

SECTION I – INTRODUCTION ..... 3

- 1. SCOPE ..... 3
- 2. DEFINITION OF TERMS ..... 3
- 3. COUNTYS RESPONSIBILITIES ..... 4
- 4. DELIVERABLES..... 5
- 5. INVITATION TO SUBMIT ..... 6
- 6. PROPOSAL SUBMISSION..... 7
- 7. INQUIRIES ..... 7

SECTION II – PROPOSAL REQUIREMENTS..... 8

- 1. PROPOSAL SPECIFICATIONS..... 8
- 2. FIRM PROFILE..... 8
- 3. ADDITIONAL DETAILS ..... 8
- 4. PROPOSAL PRICES..... 8
- 5. EVALUATION CRITERIA ..... 9
- 6. PROPOSAL AWARD..... 9

SECTION III - TERMS AND CONDITIONS ..... 11

- 1. PROCEDURAL TERMS..... 11
- 2. GENERAL CONDITIONS ..... 12

PRICING SUBMISSION ..... 14

CERTIFICATION ..... 15

SCHEDULE A – SUPPLEMENTARY INFORMATION..... 16

## **SECTION I – INTRODUCTION**

### **1. SCOPE**

Athabasca County invites qualified service providers to respond to the following Request for Proposal (RFP) regarding the provision of road rescue services on Highway 63 as detailed in the following RFP.

The County’s objectives with respect to Highway 63 Road Rescue Services are as follows:

- a. Alleviate strain on volunteer first responders by having a full-time (24-hour, 7 day per week) resource available based out of Wandering River.
- b. Provide a consistent and sustainable level of service to the residents and visitors of both Athabasca County and Lac La Biche County.
- c. Ensure the needs (specifically road rescue and medical first response) of the Highway 63 economic corridor and its travelers are satisfied.

The term of Contract shall be one (1) year from September 1, 2024 to August 31, 2025 with the County reserving the right to extend the Contract for an additional one (1) year.

### **2. DEFINITION OF TERMS**

Whenever used in the *Request for Proposal*, including any forms to be included as part of any Proposal, the following words shall be deemed to have meanings as indicated below:

“**Closing Time**” means the deadline specified in the Request for Proposal.

“**Contract**” means the agreement(s) entered into by Athabasca County with the successful Proponent(s) for the goods, services or goods and services described in the Request for Proposal.

“**Contractor**” means a Proponent to whom a Contract is awarded by the Athabasca County for any or all of the goods and services described in the RFP.

“**Control**” means that the Athabasca County has the authority to create, use, disclose, and dispose of any documents pertinent to the Request for Proposal.

“**County**” means Athabasca County.

“**Custody**” means that a party has physical possession of the documents pertinent to the Request for Proposal.

“**FOIP Act**” means the Alberta Freedom of Information and Protection of Privacy Act.

“**Proponent**” means a person, firm, or company submitting a proposal to the Athabasca County pursuant to the Request for Proposal.

“**Proposal**” means the offer of a Proponent to furnish materials, supplies, or services in response to this Request for Proposal.

“**Record**” means information in any form, including, but not limited to, proposals, reports, documents, drawings (computer-generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any 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.

“**RFP**” means this Request for Proposal of the Athabasca County including all forms to be included as part of any Proposal.

“**Site**” means all lands, buildings, and premises where goods are to be delivered or services performed.

### **3. COUNTY RESPONSIBILITIES**

- a. The County shall provide the following, to the extent reasonably required by the Contractor, to perform the services as requested.
  - Consumables, including but not limited to:
    - Fuel for vehicles and tools,
    - Medical supplies,
    - Potable water for household use, and
    - Propane for site BBQ,
  - Communication equipment:
    - 2x Portable AFRRCS Radios, and
    - 1x Mobile Phone
  - Internet access to a maximum of 250GB/month.
  - Basic accommodations at a former forestry base.
    - Including house, heated garage space for response vehicles, and an office space.
    - The Contractor and their staff shall be responsible for their own food, bedding, and other personal items.
  - Other basic requirements, subject to the approval of the Regional Fire Chief.
- b. The County shall be responsible for all site maintenance costs including, but not limited to:
  - The provision and maintenance of equipment required to perform site maintenance as identified in the Contractor Deliverables,
  - Housekeeping and site maintenance consumables, and
  - Basic site repair materials/supplies.
- c. The County shall be responsible for the housing and retention of all response Records.

## 4. DELIVERABLES

The Proponent must provide the following services related to this project:

- a. The contractor must provide labor with a minimum of two (2) crew members on shift at any given time, working twenty-four (24) hours per day and seven (7) days per week.
  - All crew members shall have advanced training in Vehicle Extrication to a NFPA 1006 Operations level, or equivalent.
  - One crew member on shift shall have advanced medical qualifications to the level of Emergency Medical Responder (EMR), or equivalent.
  - The contractor shall be responsible for ensuring scheduling meets Alberta Employment Standards.
- b. The contractor shall provide two (2) response vehicles (with a contingency in the event of a mechanical failure), configured independently with equipment accordingly, to provide:
  - Traffic Control
  - Vehicle Extrication
  - Stabilization of Passenger Vehicles
  - Incident Scene Illumination
  - Fire Protection and Suppression toward Passenger Vehicles
  - Small Fuel Spill Mitigation
  - Medical First Response
  - Patient Protection and Shelter from Elements
- c. The contractor shall provide all tools, personal protective equipment, and other loose equipment to perform the services as noted in subsection b.
  - A full listing of all tools and equipment must be provided as part of the bid package.
- d. The contractor shall provide the services as noted in subsection b to the following locations:
  - Highway 63 from Km 0 to Km 144
  - The Hamlets of Wandering River and Breynat
  - Rural area roads and properties that are adjacent to Highway 63 between Km 14 and Km 144
- e. The contractor shall provide the County with a comprehensive operating manual including Standard Operating Guidelines and Procedures.
  - Communications procedures shall be consistent with the Athabasca County Fire Services protocols.
  - The contractors record retention and reporting procedure shall be consistent with the County's records management requirements.
  - The County shall provide access to systems (i.e. MFR Portal), as required, to enable effective documentation and reporting.

- f. When not involved in response activities, the contractor's personnel shall be responsible for basic maintenance tasks at the forestry base, including:
  - Lawn care, using County provided equipment.
  - Snow removal, using County provided equipment.
  - Routine housekeeping of the House, Garage, and Office Space.
    - Refuse, garbage, or other objectional material shall not be permitted to accumulate onsite.
  - Basic repairs to the House, Garage, and Office Space.
    - All repairs shall be reported to the County.
    - Requests for repairs beyond the basic level shall be submitted in writing to the County following County processes.
  
- g. When not involved in response activities, the contractor's personnel shall provide training to Athabasca County Fire Services.
  - Training activities shall align with the Athabasca County Fire Services training plan.
  - To ensure the contractor remains in a position to respond, training activities shall be limited to the Wandering River and Grassland fire districts but may include members from out of district.
  - Training activities will be subject to approval of the Regional Fire Chief or designate.
  - Training qualifications may be requested from contractor's staff if providing training.
  - The contractor shall provide a listing of potential training as part of the RFP.

## 5. INVITATION TO SUBMIT

Firms are hereby invited to submit a Proposal for the provision of the following Highway 63 Road Rescue services:

### **Highway 63 Road Rescue**

RFP Number: APS-2024-02  
 Date Issued: June 5, 2024  
 Closing Date: July 15, 2024  
 Project Start: September 1, 2024

These dates may be subject to change at the County's discretion. No Proposal shall be altered, amended or withdrawn after the Closing Time.

*Indicate the Project Name and RFP Number on all correspondence.*

## 6. PROPOSAL SUBMISSION

Proponents must submit the entire document of this RFP, along with all other noted requirements. RFP submissions shall be sealed and enclosed in envelope(s) marked with the project name and the RFP number. The Proponent must provide two (2) hard copy of the proposal document. Electronic submissions will not be accepted.

**Envelopes must be addressed to:**

Athabasca County  
3602 48 Ave.  
Athabasca Alberta, T8S 1M8  
**Attention: Travis Shalapay, Manager of Protective Services**

**RFP APS-2024-02 – Highway 63 Road Rescue Services**

Proposals must be received prior to the closing time set forth in Section I Item 5, or they will not be accepted. Proponents are cautioned that the Closing Time is based on when the Proposal is received by the County and NOT when a Proposal is submitted by the Proponent. The County shall not be responsible for any failure to receive submissions sent by the Proponent, and Proponents are encouraged to take steps to ensure their Proposal has been received in advance of the deadline. 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.

## 7. INQUIRIES

Refer all inquiries to the Manager of Protective Services, Travis Shalapay. Inquiries can be submitted by email to [fireservices@athabascacounty.com](mailto:fireservices@athabascacounty.com) or by phone 780 675-2273. All inquiries and the replies thereto will be copied to all Proponents, and no other form of response shall be binding upon the County.

A site tour of the Wandering River forestry base may be conducted should sufficient interest be received. If interested, please advise the above no later than June 19<sup>th</sup>.

## **SECTION II – PROPOSAL REQUIREMENTS**

### **1. PROPOSAL SPECIFICATIONS**

Each Proposal submitted to the County shall explicitly state the project name and RFP number, as below.

**Name:** Highway 63 Road Rescue Services  
**RFP No.:** APS-2024-02

### **2. FIRM PROFILE**

As part of the proposal submission, a firm profile will be required. In the profile, please include the following information:

- a. Legal firm name;
- b. Legal business address;
- c. Contact name(s), position(s), address and phone number(s);
- d. List of sub-contractors available to this proposal if the firm is selected;
- e. Number of years in local municipal service; and
- f. Annual volume of work, in dollars, the firm is currently capable of handling.

### **3. ADDITIONAL DETAILS**

In addition to the proposal submission, please provide the following information:

- a. Details regarding the firms' understanding and experience with the type of work required by the County in this RFP.
- b. Proposed project schedule for full operation.
- c. The ability of the vendor to meet the contractor's requirements.
- d. Pricing – Provide a detailed breakdown of your proposed pricing.
- e. A certificate of insurance including a comprehensive general liability for an amount of not less than five million dollars (\$5,000,000.00) and automotive coverage of not less than two million dollars (\$2,000,000). These certificates must be provided prior to the commencement of any contract.
- f. Details of the firm's Safety Program, including a signed copy of the firms Occupational Health & Safety Manual.
- g. Proof of Worker's Compensation (W.C.B) Clearance; and
- h. Three (3) related references.

### **4. PROPOSAL PRICES**

Contractors are required to submit pricing as requested below in either a table or excel format. The pricing shall be quoted in Canadian Dollars. RFP's must include pricing of the deliverables outlined in the scope of work section.

#### **4.1 GOODS AND SERVICES TAX**

The County is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item as part of individual unit price and the total bid.



## 4.2 SUBSTITUTIONS

Proponents are encouraged to quote substitutions unless specifically identified as no substitution (no sub). The responsibility of obtaining a substitution “equal to or exceeding” quality lies solely with the Proponents. Each alternate submission should include brochures, performance and test dates, and other informative materials, that will confirm “equal to or exceeding” quality specifications requested. The County reserves the right to have the Proponent provide samples of substitution items for evaluation without any cost incurred by the County.

The County reserves the right to accept or reject any substitutions.

## 5. EVALUATION CRITERIA

The Athabasca County intends to evaluate the submitted proposals, based on the criteria listed below.

The County shall have the sole and unfettered discretion to award up to the maximum number of points for each of the criteria listed.

CRITERIA	POINT WEIGHTING
Cost of the services and associated value for money	30
Demonstrated ability to enhance community safety	20
Value Added/Company Profile/Experience	20
Demonstrated ability to meet or exceed the scope of work requirements	30
<b>TOTAL</b>	<b>100</b>

The County may elect at its sole discretion to accept or reject any Proposal and to waive any defect, irregularity, or mistake in any Proposal and to accept or reject any Proposal or alternative Proposal, in whole or in part, which it deems to be most advantageous to its interests. The County also reserves the right to seek clarification or additional information from one or more Proponents, provided that the County shall have no obligation to do so and no decision by the County to exercise or decline such rights shall relieve any Proponent from its obligation to comply with the requirements of this RFP.

## 6. PROPOSAL AWARD

A Proposal award decision may be made after the County has had an opportunity to examine and evaluate all Proposals in detail. The County reserves the right to cancel this RFP at any time, or to reject any or all Proposals and to accept any part of one or more Proposals. The decision of the County is final.

The County intends to evaluate the submitted proposals based on the criteria listed in Section II Item 5. The County shall have the sole and unfettered discretion to award up to the maximum number of points for each of the criteria listed.

This RFP does not commit the County to award a contract or to pay any cost incurred in the preparation of a Proposal, provision of samples, or attendance at a pre or post-award site meeting.

The County may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or one or more of the Proponents without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal Compensation as a result of such changes and the County shall have no liability to any other Proponent as a result of such negotiations or modifications.

## **SECTION III - TERMS AND CONDITIONS**

### **1. PROCEDURAL TERMS**

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 the work must be carried out and its nature and location.

The submission of a Proposal by a Proponent shall be construed by the County to mean that the Proponent agrees to abide by and carry out all conditions set forth in the Proposal documents. The County reserves the right to conduct discussions with any Proponent to assure full understanding of the Proposal submitted.

#### **1.1 PROPOSAL CLARIFICATION**

Should the Proponent find, during 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 the person noted via email, no less than three days before the Proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, the County will issue some addenda, which will become part of the Proposal documents.

#### **1.2 AMENDMENTS**

The County reserves the right to amend or revise the RFP documents by written addenda up to the Proposal closing time. It is the responsibility of the Proponent to ascertain and verify, prior to the closing time, that it has received any and all addenda issued in relation to a proposal package.

#### **1.3 PROPOSAL SUBMISSION**

By submitting a proposal, the proponent unconditionally acknowledges and agrees to the following:

- a. The Proponent irrevocably and unconditionally waives the right to contest, in any legal proceeding or otherwise, any of the foregoing decisions of the County.
- b. The Proponent will be solely responsible for any and all costs and expenses incurred by it in preparing and submitting its proposal, including any costs incurred by the firm in any subsequent negotiations/discussions with the County prior to entering into a contract or agreement.
- c. The County is entitled to exercise its sole and unfettered discretion to award the points for the evaluation of the criteria listed.
- d. The County is entitled to exercise its sole and unfettered discretion to select a contractor to provide the requested services, in part or in whole, or not at all and may also, at its sole and unfettered discretion, reject any or all proposals and waive irregularities and informalities.

## **1.4 CONTRACT**

The signing of a formal written agreement constitutes the contract agreement between the County and the successful Proponent. No Proponent shall acquire any legal or equitable rights until the signing of a written agreement by the County. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

## **1.5 LITIGATION, ARBITRATION, AND DEBT**

The County reserves the right to reject a proposal from any party that is or has been engaged in litigation or arbitration with the County, or has any outstanding debt owed to the County. This shall include any contract where the party is acting as a prime contractor or as a sub-contractor.

## **2. GENERAL CONDITIONS**

### **2.1 TERMS OF SERVICE**

By submitting a proposal, the Proponent unconditionally acknowledges and agrees that Athabasca County is entitled to exercise its sole and unfettered discretion to cancel the services at any time, in writing with 30 days' notice. Likewise, the successful Proponent may withdraw their services in writing with 30 days' notice. If either party cancels the delivery of services, all monies owing, including current and outstanding projects will be mutually reviewed and settled as necessary, within the 30-day notice period.

### **2.2 COMPLIANCE WITH LAWS**

The Contractor shall be responsible for complying with all Federal, Provincial, and Municipal laws, rules, regulations, and guidelines that apply.

### **2.3 CONTRACTOR PERFORMANCE OR DEFAULT**

Contractors aware of potential or pending supply difficulties must notify the County immediately before supply disruption endangers the County ability to provide products to user areas.

In the event of non-performance, the County reserves the right to acquire the items from alternative sources and the Contractor shall be responsible for any excess cost occasioned thereby. The Contractor will pay the amount thereof to the County on demand. If the Contractor defaults or fails to perform in accordance with the Terms and Conditions of the RFP, the County may terminate any remaining portion of the Contract. Termination of the Contract with the Contractor is at the sole discretion of the County and requires five (5) days written notice delivered to the Contractor, free of any claim of the Contractor of every nature and kind.

### **2.4 CLAIMS FOR DAMAGE, SHORTAGE OR LOSS IN TRANSIT**

Risk of loss and/or damage to all merchandise transfer to the County upon authorized signature of receipt, subject to other provisions contained within the Terms and Conditions of this RFP. The County agrees to examine goods to ensure that they are in satisfactory condition. Evidence of damage and short shipments will be noted on shipping documents.

The County will notify the carrier and Contractor of loss or damage to goods within twenty-four (24) hours of receipt of shipment. The Contractor, upon notification, will claim damages, trace missing shipments, and replace items as requested. The Contractor will be responsible for further action on claims against the carrier, solely at their cost.

In case of concealed damage, the County will notify the carrier and Contractor upon discovery and request an inspection. Whenever practical, the goods should not be removed from the package until the carrier has either inspected the goods or waived the right to inspection in writing. Typographical errors, failure to follow specifications, and sub-standard print quality will constitute concealed damage.

## **2.5 INDEMNIFICATION**

The Contractor shall indemnify and hold the County not liable with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the County with respect to this agreement.

The Contractor shall indemnify and hold the County, its employees, and agents not liable, from any and all claims, demands, actions, and costs (including legal costs on a solicitor and his own client basis) whatsoever that may arise, directly or indirectly, out of any acts or omissions of the Contractor in this agreement.

Such indemnification shall survive this agreement.

## **2.6 PERSONAL INJURY/PROPERTY DAMAGE**

The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor and its employees or agents in the performance of any agreement.

## **2.7 CONFIDENTIALITY**

All documents submitted to the County are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act**. While the FOIP Act allows persons a right to access Records in the County's Custody or Control, it also prohibits the County from disclosing the Contractor's personal or business information, where disclosure would harm business interests or would be an unreasonable invasion of the Contractor's personal privacy as defined in sections 16 and 17 of the FOIP Act. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from disclosure of these sections.

The purpose of collecting personal information required for the RFP is to enable the County to ensure the accuracy and reliability of the Proposal, and to evaluate the submission in response to the RFP. The information is required by the County to provide services and continue operations. It is recommended that Proponents advise persons whose personal information is released to the County under this RFP. The privacy of personal information, as well as disclosure by the County to third parties, will be governed by the FOIP Act.

Questions about the collection of personal information pursuant to this RFP shall be submitted to the agent outlined in Section I Item 6.

# ***PRICING SUBMISSION***

**Project – Highway 63 Road Rescue**

# **CERTIFICATION**

We

\_\_\_\_\_

(Company name)

Of

\_\_\_\_\_

(Business address)

\_\_\_\_\_

(Telephone number)

\_\_\_\_\_

(Email or Fax Number)

Having examined and read the Proposal documents for **RFP No. APS-2024-02** as issued by Athabasca County do hereby bid and agree to provide the services/products in accordance with the Proposal/RFP documents.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

(Print or Type) Name of Authorized Representative

\_\_\_\_\_

(Print or Type) Title of Authorized Representative

***SCHEDULE A – SUPPLEMENTARY INFORMATION***

INCLUDE ANY SUPPORTING INFORMATION, AS REQUIRED