

COUNTY OF VERMILION RIVER REQUEST FOR PROPOSAL

INTRODUCTION

Purpose of the RFP

- 1) This Request for Proposal (the "RFP") issued by County of Vermilion River is an invitation to submit non-binding offers for **2025 Gravel Hauling Services** (hereinafter "the Work") to the County of Vermilion River as further described on **Schedule A – Pricing** and **Schedule B – Specifications**, and in accordance with the **Project Schedule**.
- 2) The Project Schedule has been established as follows:

Issue Date of RFP	April 1, 2025
Submission Deadline	April 15, 2025 (1:00 P.M.)
Award RFP	April 30, 2024
Payment for Supply	On receipt of invoice, after service has been supplied

- 3) If the County receives a proposal acceptable to it, the County will select one or more Respondent(s) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract for 2025 Gravel Hauling Services

Submission of RFP

- 4) Bidders shall reply to the specifications on the bid forms supplied. Bidders may provide information sheets, brochures, etc. in addition to the bid forms supplied.
- 5) **Respondents shall submit a Proposal** on or before 1:00:00 P.M. (MST) on April 15, 2025 (hereinafter referred to as the "RFP Closing Time") via email to:

gmpw@county24.com
- 6) The Respondent is responsible for all costs incurred in the preparation and dissemination of the Proposal and for any presentations or interviews related to the Proposal. The County shall not be liable to any Respondent for any costs and expenses in submitting a Proposal in response to this RFP.
- 7) Any enquiries respecting this RFP should be directed in writing to:

Ben McPhee – gmpw@county24.com
- 8) The County is under no obligation to respond to any enquiry submitted to it in respect of this RFP.
- 9) No inquiry submitted to the County will be responded to after April 10, 2025.

GENERAL CONDITIONS**Appendices and Addenda**

10) The Appendices to this RFP and any subsequent Addenda are incorporated into and form part of this RFP. The information and data contained in any Appendices and any subsequent Addenda may form the basis upon which the Contract will be concluded with the County.

Disclaimer of Liability and Indemnity

11) By submitting a Proposal, a Respondent agrees:

- a. to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- b. that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming; and
- c. that it has gathered all information necessary to perform all of its obligations under its Proposal and the Contract;
- d. that 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;
- e. to hold harmless the County, its elected officials, officers, employees, 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;
- f. that it shall not be entitled to claim against the County, its elected officials, officers, employees, agents or advisors on grounds that any information, whether obtained from the County 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;
- g. that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Respondent as a result of or arising out of submitting a Proposal or due to County's acceptance or non-acceptance of its Proposal; and
- h. to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Respondent for the Contract whomever the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County.

No Tender and no Contractual Relationship

12) This procurement process is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential Successful Respondent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Respondent. For greater certainty, by submission of its Proposal, the Respondent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Respondent arising from this RFP or the submission of a Proposal.

Further, the Respondent acknowledges and agrees that this procurement model is not a tender but a Request for Proposal. A Proposal may be rescinded by a Respondent

at any time prior to the execution of the Contract.

- 13) Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work and proceed with the Work on different terms. All of this may be done with no compensation. The County has the right to utilize any designs, ideas or information contained in any of the Proposals in any manner it, in its sole and unfettered discretion, determines.

The County reserves the right to accept or reject any and all Proposals, all without giving reasons, not necessarily accept the lowest priced Proposal, and not accept any Proposal. The County reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the Mandatory Requirements. Selection of the Successful Respondent, if any, is at the sole and unfettered discretion of the County.

The County is not bound to negotiate with the lowest or any Respondent.

The County reserves the right, at its sole and unfettered discretion, to:

- a. utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Respondent or any other party;
- b. negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work;
- c. waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- d. negotiate with any or all Respondents; and
- e. receive, consider, negotiate and/or accept any Proposal, regardless of whether it complies (either in a material or nonmaterial manner) with the Mandatory Requirements or not.

The County reserves the right to accept or reject any and all Proposals, not necessarily accept the lowest priced Proposal, and not accept any Proposal that the County may consider, in its sole and unfettered discretion, to not be in the County's best interest. The County reserves the right to determine, in its sole and unfettered discretion, whether any Proposal meets the mandatory requirement of this RFP. The County reserves the right to waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature.

The County reserves the right to accept any Proposal without stating reasons. By submitting its Proposal, the Respondent waives any right to contest in any legal proceeding, or action, the right of the County to negotiate with any Respondent for the contract for the Work whomever the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County.

The County reserves the right to negotiate with any and all Respondents. The County reserves the right to negotiate with any Respondent that has a Proposal that does not fully comply, either in a material or non-material way with the mandatory RFP requirements or any requirements contained within this RFP.

Disqualification

- 14) The failure to comply with any aspect of this RFP (either in a material way or otherwise), including, but not limited to, the instructions to Respondent, shall render the Respondent subject to such actions as may be determined by County, including disqualification from the procurement process, suspension from the RFP process and imposition of conditions which must be complied with before the Respondent will have its privilege of submitting a Proposal reinstated.

Representations and Warranties

- 15) The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
Respondents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

No implied obligation of any kind by or on behalf of the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.

Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Respondent only and none of the County, its elected officials, employees, agents and advisors warrants the accuracy or completeness of this information. The Respondent is required to immediately bring forth to County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

Evaluation

- 16) The Purchaser may accept substitutes that are not expressly noted in the specifications provided that the substitutes are (1) Expressly noted and described; and (2) In the opinion of the Purchaser, the substitutes meet or exceed the standard identified in the specifications. Proposals that meet or exceed the specification will be awarded based on the following selection criteria (weighting):
- 50% Price
 - 40% Ability to respond within the timeframe required.
 - 10% references (minimum 2 required)

SCHEDULE A – PRICING

Project: 2025 Gravel Hauling Services

Respondent Name: _____

Contact Info: _____

Signature: _____
Name (print)

PRICING

PRICING	
Purchase Price: Tonne mile	\$ _____
Surcharge _____	\$ _____
Load factor _____	\$ _____

SCHEDULE B – Specifications**Description**

The Work generally includes the provision of two contracted trucks and trailers that would be capable of loading, hauling, and unloading of County of Vermilion River supplied gravel aggregates for the purposes of enhancing the road graveling program. The stock piles and haul locations would be within the County of Vermilion River municipal boundary with multiple stockpile and delivery locations.

The expected hours of work are 10 hours per day (typically 6am to 4pm), Monday through Friday. Work is expected to be for approximately one month and is budget and weather dependent. Drivers may be permitted to load their trucks utilizing a County of Vermilion River loader, dependent on the competency of the operator. Otherwise, the loading will be completed by a County of Vermilion River employee.

Start of the work is expected to be in late April or early May dependent on weather conditions.

Contractors are required to adhere to the County of Vermilion River's safety policies and programs.

General Specifications

Place a check next to each specification met or exceeded use space provided below to explain any specifications not met or substantially exceeded.

- ☐ Belly Dump trailer (25 cubic yard capacity)
- ☐ Experience operating a loader to load gravel
- ☐ Experience with load rite scale systems
- ☐ Ability to respond within 2 hours of being notified
- ☐ Ability to complete 10 hour days
- ☐ Number of trucks and trailers able to supply. Please specify _____
- ☐ Ability to invoice weekly
- ☐ WCB Clearance (Mandatory)
- ☐ COR Certification (Mandatory)
- ☐ Certificate of Insurance with County names as an additional insured. Minimum \$2,000,000. (Mandatory)

Notes: _____

Additional Specifications

- 1) Pricing provided shall be held firm for a minimum of thirty (30) calendar days.

- 2) All prices shall be in Canadian Dollars.
- 3) All prices quoted shall be **exclusive of GST**

Terms and Conditions of Payment

The balance of payment for the services shall be paid based on invoice from the supplier upon completion and acceptance of the Work.