

Request for Proposals

2023 Wildfire Reclamation –
Grazing Lease #37410

RFP No. ADM-01-25

M.D. of Fairview No. 136
Box 189, 10957 – 91 Avenue,
Fairview, AB, T0H 1L0

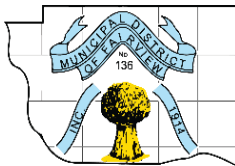


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OVERVIEW

1.0 INTRODUCTION AND BACKGROUND

- 1.1 The Municipal District of Fairview No. 136 (the “Municipality”) is located 420 km north-west of Edmonton, and 115 km north of Grande Prairie. Spanning approximately 1387 square kilometres, the Municipality is among the smallest rural municipalities in Alberta. It is bordered by the mighty Peace River on the west and south sides and boasts one of the most picturesque welcomes in the province across the Dunvegan Bridge (colloquially known as the “Golden Gateway to the North”). As of 2021, the Municipality has a population of 1580 residents. It surrounds the Town of Fairview, the regional hub, and includes the Hamlets of Bluesky and Whitelaw within its boundaries. For more information, visit us online at: www.mdfairview.ca.
- 1.2 The Municipality is seeking to reclaim disturbed forest land caused by wildfire suppression operations during the 2023 Spring Wildfire Event.

2.0 DEFINITIONS

- 2.1 Whenever used in this Request for Proposals, including any forms to be included as part of any Proposal, the following words shall be deemed to have meanings as indicated below:
 - “**Alberta Purchasing Connection**” or “**APC**” means Alberta’s dedicated platform for public sector procurement.
 - “**Closing Date and Time**” means the deadline specified in this Request for Proposals prior to which Proposals must be received by the Municipality from interested Proponents.
 - “**Contract**” means the written agreement entered into by the Municipality with the Successful Proponent for the provision of the Services described in this Request for Proposals.
 - “**Contractor**” means the legal entity entering into the Contract with the Municipality to provide the Services as detailed in this Request for Proposals and as set out in the Contract.
 - “**Control**” means that the Municipality has the authority to create, use, disclose, and dispose of any documents pertinent to the Request for Proposals.
 - “**Custody**” means that a party has physical possession of the documents pertinent to the Request for Proposals.
 - “**FOIP Act**” means the *Alberta Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, C. F-25.
 - “**Municipality**” means the Municipal District of Fairview No. 136.

“**Proponent**” means a person, firm, or company submitting a Proposal to the Municipality pursuant to this Request for Proposal.

“**Proposal**” means the offer of a Proponent to provide the Services in response to this Request for Proposals.

“**Proposal Documents**” means all documents issued by the Municipality in relation to this Request for Proposals including, but not limited to, the Overview, Instructions to Proponents, the Proposal Form, Service Area, sample Contract, and any addenda.

“**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.

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

“**Services**” means the Services to be provided by a Contractor as set out in this Request for Proposals and pursuant to the Contract.

“**Service Area**” means Grazing Lease #37410 as depicted by the map attached hereto.

“**Successful Proponent**” means the Proponent to whom a Contract is awarded by the Municipality for any or all of the Services described in this RFP.

3.0 INVITATION TO SUBMIT

3.1 Vendors are hereby invited to submit a Proposal for the provision of Services as set out below and throughout this Request for Proposals.

2023 Wildfire Reclamation – Grazing Lease #37410	
RFP No.	ADM-01-25
Date Issued:	April 4, 2025
Closing Date and Time:	April 25, 2025 at 4:00:00 p.m. local time
Opening Date and Time:	April 28, 2024 at 10:00:00 a.m. local time
Inquiry Deadline:	April 22, 2024, at 4:00:00 p.m. local time
RFP Contact:	Lyndsey Lawrence, Director of Legislative Services Email: Lyndsey.Lawrence@mdfairview.ab.ca Phone: 780-835-4903

**Proposal Submission
Address:**

Municipal District of Fairview No. 136
Box 189, 10957 91st Avenue
Fairview, Alberta
T0H 1L0

Attention: Tim Schindel, Chief Administrative Officer
Email: Tim.Schindel@mdfairview.ab.ca

- 3.2 This Request for Proposals will be conducted with the objective of maximizing the benefit to the Municipality, while offering a fair and equitable opportunity to participate.
- 3.3 This Request for Proposals does not commit the Municipality to award a Contract. This RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Municipality and the Successful Proponent have executed a written Contract.
- 3.4 The Proponent acknowledges and agrees that this procurement process is a Request for Proposals 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 Municipality 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.

INSTRUCTIONS TO PROPONENTS

4.0 SCOPE OF SERVICES

- 4.1 The Municipality is seeking Proposals from qualified entities to complete reclamation of disturbed forest land caused by wildfire suppression operations during the 2023 Spring Wildfire Event, as set out in in this RFP.
- 4.2 The Services provided shall meet or exceed the specifications established in the Scope of Services and throughout this Request for Proposals.

Important: The Municipality will consider Proposals which propose alternative methods of Service(s) provision including, but not limited to: substitutions or modifications to the equipment used, alternative payment structures or schedules, differing terms (length) of Contract, alternative Contract commencement dates and so forth, provided that the Proposals will meet or exceed mandated standards of service delivery.

TIMELINE FOR COMPLETION

- 4.3 The **anticipated** duration of the provision of Services will occur at some time between May 15th, 2025 to October 31st, 2025. The Municipality, in its discretion, will confirm the actual start and end dates for the Services upon finalizing the Contract.

MONITORING OF SERVICES

- 4.4 To determine if the Services to be supplied are in conformity with the specifications detailed herein, and with other contractual requirements, monitoring of such Services will be performed by the Municipality, or its designate representative, at a frequency to be determined by the Municipality in its sole and unfettered discretion. The monitoring by the Municipality shall in no way relieve the Successful Proponent from its obligations to meet the requirements set out throughout the Request for Proposals and other contractual requirements.

5.0 PROPONENT'S INVESTIGATION AND REPRESENTATION

- 5.1 Each Proponent shall review the Proposal Documents provided by the Municipality and confirm that it is in the possession of a full set of Proposal Documents when preparing its Proposal. The Proponent is responsible for obtaining all information required for the preparation of its Proposal and for the provision of Services in accordance with the Scope of Services detailed herein.
- 5.2 The Municipality is not responsible for undertaking any investigations to assist the Proponent. Any information, or other documents which are not included or referred to in the Proposal Documents (the "Non-Proposal Information"), form no part of this Proposal. The Municipality assumes no responsibility, of any kind whatsoever arising from or relating to its failure to

include or refer to such Non-Proposal Information. Proponents, who obtain or rely upon such Non-Proposal Information or other documents, do so entirely at their own risk.

- 5.3 The Proponent is responsible for inspecting the Service Area, performing all necessary investigations and making whatever inquiries or arrangements necessary for it to become fully informed of the location of the Service Area, the Services to be performed, the conditions existent at the Service Area and all matters which may, in any way, affect the provision of the Services.
- 5.4 The Proponent is responsible for ensuring that required consents and/or approvals are obtained prior to inspecting the Service Area, as the Service Area is owned by the Province of Alberta and is an active Grazing Lease. No Proponent shall enter onto the Service Area without having obtained the required consents and/or approval. Further, no Proponent shall, for any reason whatsoever, open (or cause to open) any gates or fences which may result in grazing livestock to become at large.
- 5.5 The Proponent shall not rely upon any oral information provided to it by the Municipality, the Municipality's representatives, the Municipality's consultants (if any), or their representatives.
- 5.6 By submitting a Proposal, the Proponent represents that:
 - (a) the Proponent has complied with all RFP requirements;
 - (b) the Proponent is qualified and experienced to provide the Services in accordance with the Proposal Documents;
 - (c) the Proposal is based upon the provision of the Services in accordance with the Proposal Documents; and
 - (d) the price or prices stated in the Proposal cover all the Proponent's obligations under the Contract and all matters and things necessary for the provision of the Services in accordance with the Proposal Documents.
- 5.7 By submitting a Proposal, a Proponent 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;
 - (c) that it has gathered all information necessary to perform all of its obligations under its Proposal;
 - (d) 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;
 - (e) to hold harmless the Municipality, 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 Municipality, its 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;
- (g) 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 Municipality's acceptance or non-acceptance of a Proposal; and
 - (h) 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 Municipality deems, in its 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.

5.8 By submitting a Proposal, the Proponent acknowledges that:

- (a) The Municipality is not bound to accept any Proposal. At any time prior to execution of the Contract, the Municipality may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the RFP or proceed with the Services on different terms. All of this may be done with no compensation to the Proponents or any other party.
- (b) The Municipality reserves the right, in its sole and unfettered discretion, to:
 - 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 Proponent or any other party;
 - negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Services, and the scope of the Services;
 - waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
 - receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
 - determine whether any Proposal meets the submission requirements of this RFP;
 - negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
 - negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

6.0 INQUIRIES

6.1 Proponents shall refer all inquiries including, but not limited to, those relating to the interpretation, intent or meaning of the RFP, to the RFP Contact, Lyndsey Lawrence, by e-mail at: Lyndsey.Lawrence@mdfairview.ab.ca or by telephone at 780-835-4903.

6.2 All correspondence to the Municipality regarding the RFP shall explicitly state the Project Name and RFP number, as below, in the email subject line:

Project Name: 2023 Wildfire Reclamation – Grazing Lease #37410

RFP Number: ADM-01-2025

- 6.3 The Proponent shall notify the RFP Contact, in writing, of any ambiguity, divergence, error, or omission, oversight, contradiction, or item subject to more than one interpretation in the Proposal Documents, as it is discovered, and shall request any instruction, decision, or direction required for the Proponent to submit a Proposal.
- 6.4 All inquiries and notifications contemplated in sections 6.1 and 6.3 herein shall be submitted no later than 4:00:00 p.m., local time, three (3) business days prior to the Closing Date and Time; failure to do so may result in the Municipality not issuing a response thereto.
- 6.5 Responses to inquiries and notifications contemplated in sections 6.1 and 6.3 herein, including any revisions to the Proposal Documents, may be issued by the Municipality in writing in the form of addenda, as deemed necessary by the Municipality. Proponents shall not rely upon any responses, interpretations or revisions made in a manner other than by written addenda.
- 6.6 The Proposal Documents supersede all communication, negotiations, agreements, and representations and warranties either written or oral relating to the subject matter of the Request for Proposals prior to the Closing Date and Time, and no changes shall be made to the Proposal Documents except by written addenda.
- 6.7 No implied obligation of any kind by or on behalf of the Municipality shall arise from anything in the Proposal Documents.

7.0 ADDENDA

- 7.1 The Municipality reserves the right to amend or revise the Proposal Documents by written addenda during the period in which Proposals can be submitted. All addenda issued by the Municipality will be posted and available for download from the Alberta Purchasing Connection Website (www.purchasingconnection.ca). Addenda, when issued by the Municipality, become part of the Proposal Documents.
- 7.2 It is the responsibility of Proponents to ascertain and verify, prior to the Closing Date and Time, that they have received any and all addenda issued by the Municipality.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

- 8.1 A Proposal shall include:
- (a) Duly completed and executed Proposal Form (with required attachments);
 - (b) Worker's Compensation Board Clearance Letter; and,
 - (c) Certificate of Insurance, Letter of Insurability or Undertaking of Insurance.

PROPOSAL FORM

- 8.2 Each Proponent shall complete and submit a Proposal Form, which is included herein and which forms part of the Proposal Documents.

- 8.3 The pricing for the performance of the Services described in this RFP are on a Fixed Price basis, including all expenses to perform the Services as set out in this RFP. The Goods and Services Tax (GST) shall be shown as a separate amount and included in the Total Fixed Price (hereinafter referred to as the “Proposal Price”). All pricing must be in Canadian Dollars.
- 8.4 If the Proponent’s Proposal Price is miscalculated, then the Municipality will use the individual Fixed Price components comprising the Total Fixed Price to calculate the correct Total Fixed Price.
- 8.5 Proposals shall be properly executed in full compliance with the following requirements:
- The signatures of persons executing the Proposal must be in their respective handwriting.
 - If the Proposal is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed.
 - If the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership.
 - If the Proposal is made by an individual carrying on business under the name other than its own, its business name, together with its name shall be printed immediately above its signature.
 - If the Proposal is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
 - Proposals received from agents representing the Proponent must be accompanied by a Power of Attorney signed by the said Proponent showing that the agents are duly authorized to sign and submit the Proposal and have full power to execute the Contract. The execution of the Contract will be binding and have the same effect as if it were duly signed by the Owners.

WORKER’S COMPENSATION BOARD

- 8.6 Each Proponent is to submit with its Proposal, a Clearance Letter from the Workers’ Compensation Board of Alberta as evidence of coverage and confirmation that the Proponent’s account is in good standing. This letter is to be current and not dated more than fourteen (14) days prior to the Proposal Closing Date and Time. Proponents who do not have such coverage in place will be required to provide evidence that Worker’s Compensation Board coverage is in effect within ten (10) working days after the Contract is presented to the Successful Proponent for signature.

INSURANCE

- 8.7 As a condition of any Contract, the Contractor will, without limiting its obligations or liabilities and at its own expense, be required to maintain the following insurances:
- Commercial general liability insurance that a prudent service provider would maintain for the purposes carrying out services similar to the Services, but not less than five

- million (\$5,000,000.00) dollars per occurrence;
- Where such further risks exist, such commercial general liability insurance shall also include coverage for fire-fighting expenses, sudden and accidental pollution; and
- Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Service Provider in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to Service Location.

8.8 The Proposal shall be accompanied by:

- Certificate of Insurance; or,
- Letter of Insurability or Undertaking of Insurance in standard form from the Proponent's Insurance Broker certifying that the insurance required by the Contract will be issued to the Proponent, if successful.

8.9 Within ten (10) working days after the Contract is presented to the Successful Proponent for signature, the Successful Proponent shall provide to the Municipality a Letter of Insurability or Undertaking of Insurance in standard form certifying that the required insurance will be issued to the Proponent and be in place for the commencement of the Contract.

8.10 The Successful Proponent shall provide to the Municipality a Certificate of Insurance, certifying that the insurance as required by the Contract is in place no later than the date of the commencement of the Contract.

8.11 The Successful Proponent shall be required to secure and maintain at its own expense the insurance provided for in the Contract.

9.0 PROPOSAL SUBMISSION

9.1 Proposals will be accepted by email **OR** by delivery in sealed envelopes to the Municipal office:

- (a) Proposals shall be received at the Municipal office located at 10957 91st Avenue in Fairview, Alberta, no later than 4:00:00 p.m., local time, on April 25, 2025.

Proposals shall be in sealed envelopes addressed to:

Municipal District of Fairview No. 136
10957 91st Avenue,
Box 189
Fairview, Alberta
T0H 1L0

Attention: Tim Schindel, Chief Administrative Officer

Proposals shall explicitly state the project name and RFP number, as below:

Project Name: 2023 Wildfire Reclamation – Grazing Lease #37410
RFP Number: ADM-01-2025

(b) Proposals shall be received by email to:

Email: tim.schindel@mdfairview.ab.ca

Submissions by email to shall explicitly state the Project Name and RFP number, as below, in the email subject line:

Project Name: 2023 Wildfire Reclamation – Grazing Lease #37410
RFP Number: ADM-01-2025

- 9.2 While Proposal submissions will be received by courier, the Municipality recommends against use of courier services due to limited availability of courier services in the area and the possibility of delay.
- 9.3 All sealed Proposal submissions will be time stamped and initialed upon receipt by the Municipality.
- 9.4 Proposal submissions must be received prior to the Closing Date and Time set forth herein, or they will not be accepted. It is the sole responsibility of Proponents to ensure that its Proposal submission is received, in its entirety, prior to the Closing Date and Time. The Municipality shall not be responsible for any failure to receive Proposal submissions prior to the Closing Date and Time. Proponents are encouraged to take steps to ensure their Proposal submission has been received in advance of Closing Date and Time.

10.0 COSTS TO PREPARE/SUBMIT

- 10.1 The Municipality will not be liable for any costs incurred by Proponents in the preparation and submission of Proposals or in the performance of any activities in relation to the creation of Proposals.

11.0 PERFORMANCE BOND

- 11.1 At the instance of the execution of the Contract, the Successful Proponent shall deliver to the Municipality a Performance Bond (Certified Cheque) in the amount of fifteen Thousand Dollars (\$15,000.00), or such other form of security acceptable to the Municipality in its sole and unfettered discretion, to guarantee the faithful performance of the Contract, and in default thereof, shall protect the Municipality against any losses or damage arising by reason of failure of the Successful Proponent to faithfully perform the Contract.

12.0 PROPOSALS TO REMAIN OPEN

- 12.1 The Proposals received shall remain open for the Municipality's consideration for a period of sixty (60) days following the RFP Closing Date and Time in order to allow for the Municipality

to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

13.0 DISQUALIFICATION OF PROPONENTS

- 13.1 Only one Proposal per Proponent will be considered. By submitting its Proposal, the Proponent acknowledges and agrees that if the Municipality has reasonable grounds for believing that any Proponent is interested in more than one Proposal for Services, the Municipality may, in its sole and unfettered discretion, reject all Proposals in which such Proponent is interested.
- 13.2 Any and all Proposals will be rejected if the Municipality has reasonable grounds for believing that collusion exists among the Proponents; none of the participants in such collusion will be considered in future procurement processes.

14.0 OCCUPATIONAL HEALTH AND SAFETY

- 14.1 The Proponent shall inform and familiarize itself, its employees and subcontractors as to their legal responsibilities pursuant to *Occupational Health and Safety Act, Regulations and Code*. The Proponent acknowledges and agrees that it, its employees and its subcontractors will, as a condition of any Contract, be required to comply with the provisions of the *Occupational Health and Safety Act, Regulations and Code*. Further, the Proponent acknowledges and agrees that as a condition of any Contract and with respect to any worksites where Services are provided, the Contractor shall be the "prime contractor", as the term is defined in the *Occupational Health and Safety Act*, for the Services and as such, shall be required to fulfill its responsibilities as the "prime contractor".

15.0 STATUTORY COMPLIANCE

- 15.1 The Proponent acknowledges and agrees that as a condition of any Contract, it will be required to comply with the provisions of:
- (a) any municipal, provincial or federal legislation, regulations or codes now in force or enacted hereafter;
 - (b) any bylaw or resolution of the Municipality;
 - (c) any applicable permits, licenses, and approvals;
 - (d) any policies, practices or standards that expressly or by implication, apply to the provision of Services contemplated in the Scope of Services.
- 15.2 Prior to commencement of the provision of the Services pursuant to the Contract, the Successful Proponent shall obtain all municipal, provincial or federal authorizations required enabling it to carry on business to provide the Services pursuant to the Contract. Failure to do so shall entitle the Municipality to forthwith terminate the Contract without compensation.

16.0 CONFIDENTIALITY

- 16.1 All documents submitted to the Municipality are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. The *FOIP Act* allows persons the right to access Records in the Municipality's Custody or Control, subject to the specific exceptions therein. It also prohibits the Municipality from disclosing the Proponent's personal or business information, where disclosure would harm business interests or would be an unreasonable invasion of personal privacy as defined by the *FOIP Act*.
- 16.2 Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from disclosure of these sections. However, the Municipality cannot assure Proponents of the confidentiality of any portion of the Proponent's Proposal.
- 16.3 The purpose of collecting personal information required for this Request for Proposals is to enable the Municipality to ensure the accuracy and reliability of the information and to evaluate the Proposals. It is recommended that prior to disclosing to the Municipality any personal information about any individual, the Proponent obtain consent of the affected individual. Such consent must be in writing, must specify to whom the personal information may be disclosed and how the personal information will be used. The Proponent shall provide such consents to the Municipality for confirmation and review upon the Municipality's request. The privacy of the personal information, as well as disclosure by the Municipality to third parties, will be governed by the *FOIP Act*.
- 16.4 Questions about the collection of personal information pursuant to this RFP shall be submitted to the FOIP Coordinator of the Municipality, Lyndsey Lawrence at:
Lyndsey.lawrence@mdfairview.ab.ca.

17.0 CONFLICTS OF INTEREST

- 17.1 Proponents must fully disclose, in writing to the Municipality, prior to Closing Date and Time, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP process.
- 17.2 The Municipality shall review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of the Municipality, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP process.

18.0 GOVERNING LAW

- 18.1 This RFP process will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Proponent irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta.
- 18.2 The provisions of the Canadian Free Trade Agreement (“CFTA”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this RFP.

19.0 LANGUAGE

- 19.1 All Proposals, including attachments and other information, must be in English.

20.0 PROPOSAL EVALUATION

- 20.1 The first stage of evaluation will consist of a review of all submissions to ensure that each submission was received prior to the Closing Date and Time, that the Proposal Form is properly completed and signed, and that the submission is sufficiently responsive to the RFP.
- 20.2 Following the initial evaluation of the Proposals, the second stage will consist of an evaluation of the Proposals based on the criteria listed below and the Municipality will have the sole and unfettered discretion to award up to the maximum number of points for each criterion.

Evaluation Criteria	Weighting
Proposed Pricing	80
Proposed Schedule	10
Past performance with the Municipality and/or the results of any reference check conducted by the Municipality	10
Total Score:	100

- 20.3 It is the objective of the Municipality to obtain the Proposal most suitable and most advantageous to the interests of the Municipality. Each Proponent acknowledges and agrees that the Municipality has the sole and unfettered discretion to employ any criteria to determine the Proposal most advantageous to the interests of the Municipality and that the Municipality has no obligation to neither disclose such criteria nor employ the criteria listed in the Proposal Evaluation Criteria.
- 20.4 The Municipality reserves the right to seek clarification or additional information from one or more Proponents, provided that the Municipality shall have no obligation to do so and no decision by the Municipality to exercise or decline such rights shall relieve any Proponent from its obligation to comply with the requirements of this RFP.

21.0 ACCEPTANCE OR REJECTION OF PROPOSALS

- 21.1 The Municipality reserves the right to accept, in whole or in part, any and all of the Proposals received. The lowest or any Proposal will not necessarily be accepted, as various criteria are used in the evaluation process. Further, the Municipality has the right, in its own interests, to waive any informality, insufficiency, error or irregularity in any Proposal received, and to accept the Proposal that is deemed most favourable to the interests of the Municipality.
- 21.2 The Municipality shall not be obligated to accept Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or mathematical or calculation errors of any kind. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in the favor of the correct sum. Any discrepancies between the Proposal Form and a post Proposal closing submission required by the Proposal Documents will be resolved in favour of the post Proposal closing submission.
- 21.3 Notwithstanding anything contained herein, the Municipality reserves the right, in its sole and unfettered discretion, to reject or accept any Proposal or portion thereof, for any reason whatsoever (without stating reasons) including the right to reject all Proposals. This includes, without limiting the generality of the foregoing, any Proposal which:
- Incomplete, obscure, irregular, or unrealistic;
 - Is non-compliant in a trivial or substantial manner;
 - Is not submitted prior to Closing Date and Time;
 - Has erasures or corrections;
 - Omits a price on any one or more items in the Proposal.
- 21.4 A Proposal may be rejected or accepted on the basis of the Municipality's unfettered assessment of its best interests, which includes the Municipality's unfettered assessment as to:
- A Proponent's past work performance for the Municipality (or for anyone else);
 - A Proponent's financial capabilities;
 - A Proponent's proposed completion schedule, or ability to provide the Services;
 - A Proponent being engaged in litigation or arbitration with the Municipality or having an outstanding debt owed to the Municipality;
 - A Proponent's history of non-compliance with federal, provincial, municipal legislation, regulations or codes.
- 21.5 If the Proposal Price of every Proponent exceeds the amount the Municipality has budgeted for the provision of the Services, the Municipality may reject all Proposals and attempt to negotiate a lower price with the Proponent who, in the sole and unfettered discretion of the Municipality, has submitted the most advantageous Proposal. In such an instance:
- All statements made by the Municipality or the Proponent during negotiation are without prejudice and confidential;
 - The Municipality's attempt to negotiate with such Proponent does not constitute a rejection of its Proposal;
 - The Municipality will not attempt to obtain a lower price for the provision of the same

Services for which the Proponent originally submitted a Proposal, but may attempt to obtain a lower price for a revised Scope of Services; and,

- The Municipality will not be obliged to disclose the amount budgeted for the provision of the Services.

21.6 The Municipality reserves the right to negotiate after Closing Date and Time with the Proponent that the Municipality deems has provided the most advantageous Proposal. In no event will the Municipality be required to offer any modified terms to any other Proponent prior to entering into a Contract with the Successful Proponent and the Municipality shall incur no liability to any other Proponents as a result of such negotiation or modification.

22.0 PROPOSAL AWARD

22.1 This RFP is a procurement process intended to enable the Municipality to identify a **potential** Successful Proponent. An award decision **may** be made after the Municipality has had an opportunity to evaluate all Proposals in detail, based on the criteria and method established in section 20 herein.

22.2 Following evaluation of Proposals, the Chief Administrative Officer, in consultation with the Director of Public Works, will make a recommendation to Council whether to award the RFP and may identify a potential Successful Proponent.

22.3 In the event that Council decides to award the RFP, the Chief Administrative Officer will advise the Successful Proponent of the award and will commence negotiation of the Contract with the Successful Proponent.

22.4 The Municipality reserves the right to terminate Contract negotiations with the Successful Proponent and to enter into contract negotiations with any other Proponent if, in the opinion of the Municipality, at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily concluded in the best interests of the Municipality.

22.5 Following the receipt of the Contract for signature, the Successful Proponent shall provide the Performance Bond as required by section 11 herein and evidence of Insurance and Worker's Compensation Board coverage as required by section 8 herein. Failure to do so will result in the forfeiture of the Proposal deposit as compensation for the damages that the Municipality may suffer.

22.6 Within ten (10) working days of receipt of the Contract from the Municipality, the Successful Proponent shall duly execute the Contract and return to the Municipality, as required.

22.7 Proposal results and award information will be made available on the Alberta Purchasing Connection website (www.purchasingconnection.ca), following execution of a Contract or a decision to not award the Contract.

22.8 The Municipality reserves the right to cancel this RFP at any time without awarding the Contract.

Scope of Services

PROPONENT RESOURCES

The following resources are to be construed as a recommendation; the Municipality will consider propose alternative methods of Service(s) provision including substitutions or modifications to such resources, provided that the Proposals will meet or exceed mandated standards of service delivery.

Equipment:

- One 20 tonne or greater Excavators c/w hydraulic thumb, and
- One dozer, D6 with winch or equivalent in specifications (dozer may be substituted by second equivalent excavator as above).

Human Resources:

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in this RFP, however, it is recommended that the Proponent resource team, at a minimum, consist of the following categories:

- One heavy equipment operator resource per piece of heavy equipment
- One company supervisor in the field to oversee project.

FIREGUARD RECLAMATION

The following fireguards are required to be claimed:

- 3-5 metres wide along the west fence in the NE-24-82-3-6 for a length of 460 metres.
- 10-12 metres wide along the north fence for 180 metres in the NE-30-82-2-6 (photo #4).



- 50-60 metres wide for the guards in the northeast part of the lease as well as the majority of the east-west guard that bisects the lease (approximate length of 4.3 kilometres).
- 25-35 metres wide for the portion of the fireguard that follows the east and north shore of the

lake in the NW-19-82-2-6 and the NE-24-82-3-6 for a length of approximately 870 metres.

Total fireguard length is approximately 5.8 kilometres, and shall be reclaimed to the following standard:

- Topsoil shall be rolled back over the entire cleared area as evenly as possible.
- Woody debris should be mechanically broken up and spread out to lay as flat as possible for maximum contact with the soil over the cleared area.
- Where fireguards are along a perimeter fence, no piling or spreading of woody debris shall be placed within 15 metres of the fence, or within the original fenceline clearing width (if less than 15 metres is available), to allow for access along the fence.
- For the east-west fireguard that bisects the lease, a 15 metres wide path (maximum) is to remain clear of woody debris to allow for a trail and possible installation of future cross fence.
- Where soil and debris rollback needs to be completed near the lake on the west side of the lease (photo #38), care should be taken to limit further disturbance to the bed/shore of the waterbody.



There were two blocks cleared along the east fence in the NE-24-82-3-6 (approximately 1.5-2 acres total), in which most of the soil and woody material has been spread out over the site. However, additional clean-up of woody debris shall be conducted to ensure it is knocked down on the ground and any smaller windrows/piles spread to help cover bare mineral soil that remains (photos #14-16).



Existing trails that spur off the fireguards shall not be blocked by woody debris (refer to sketch for these locations).

ROAD/TRAIL RECLAMATION

The following road/trails are required to be claimed:

- Roads/trails (generally 3-5 metres wide, some 7-10 metres wide) that were stripped of their topsoil for a total length of approximately 4.6 kilometres (refer to “Trail – D” (for disturbed) on the sketch).
- A single dozer blade width that was disturbed along the west fenceline for 1.5 kilometres (photo #18).

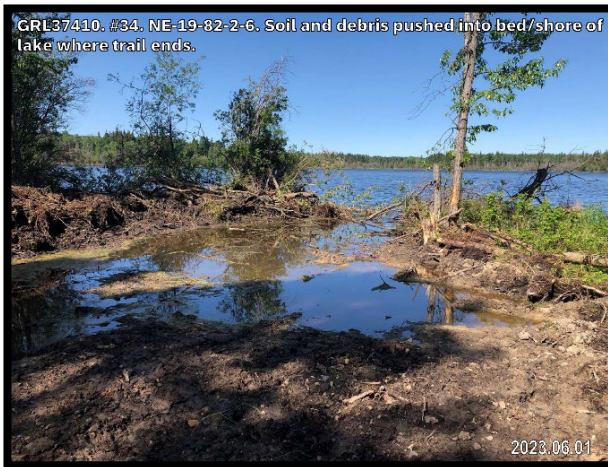


These areas shall be reclaimed to the following standard:

- Knock down leaning trees so they lay as flat as possible on the ground, off the trail.
- Where possible, rollback topsoil to spread it evenly over the disturbed trail area.
- These trails do not need to have woody debris spread across their surface as they will be used by the lessee and livestock for range management purposes.
- The log-fill crossing will need to be removed and recontoured to take the original shape of the watercourse as much as possible (photo #1).



- The piled debris on the east end of the lake in the NE-19-82-2-6 (photo #34) and south end of the wetland in the SE-30-82-2-6 (photo # 43) shall be left in place as to avoid further damage to the bed/shore of the waterbodies.



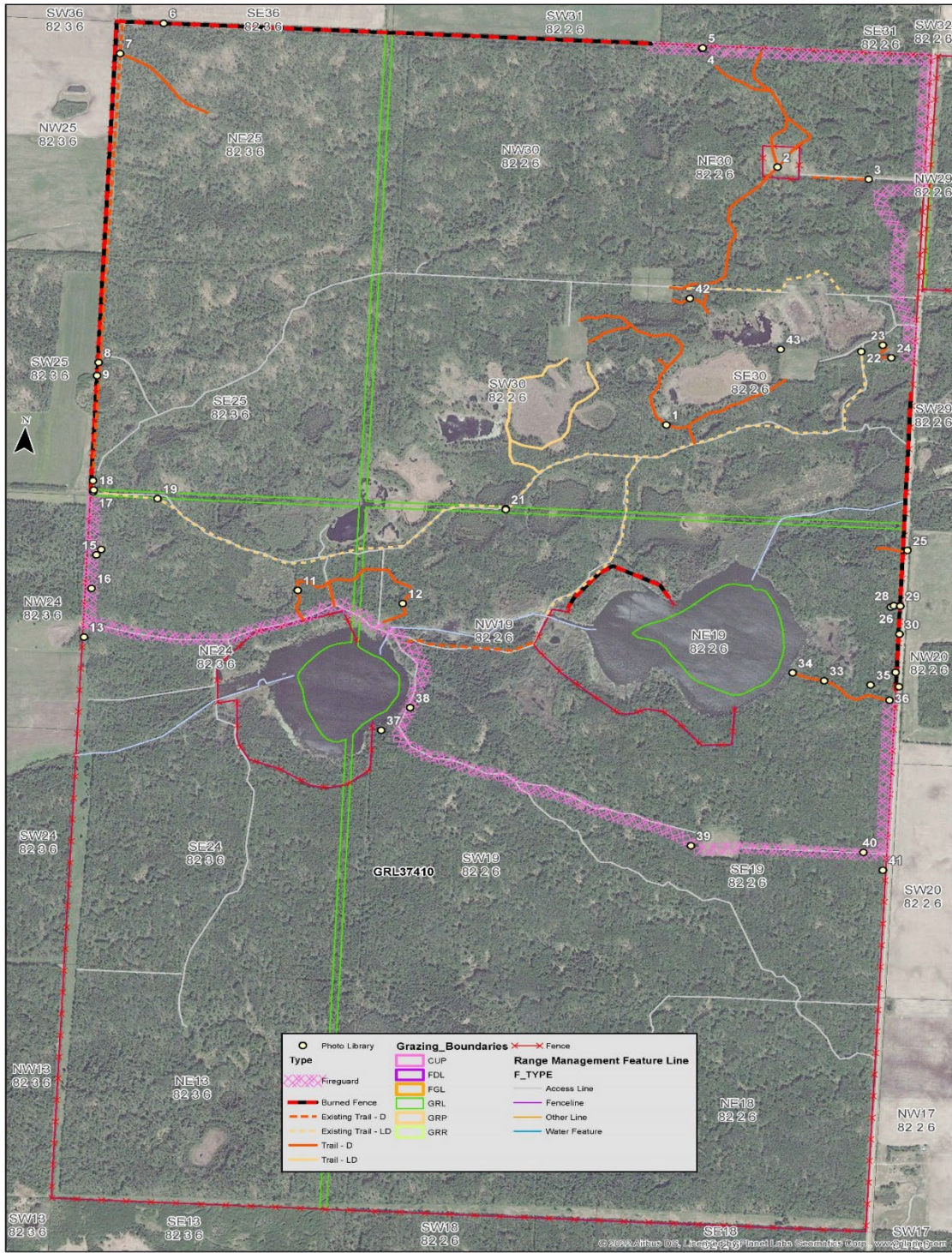
Trails marked as “Existing Trail – LD” or “Trail – LD” on the sketch were walked over by dozer, but disturbance was relatively light and will be allowed to regenerate as is. The only exception, is the 190 metres stretch of the existing trail west from the gate in the road allowance between the SE-25-82-3-6 and the NE-24-82-3-6 (photo #19), as well as the approximately 100 metres stretch of the trail that is found south from photo #22 in the SE-30-82-2-6 as marked on the sketch, which will need to have topsoil rolled back.



STANDARD OF CARE

The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this RFP.

SERVICE AREA



0 115 230 460 690 Meters
Date: 6/8/2023

GRL 37410 - ADAMS
Fireguard/Trail Reclamation 2023

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PROPOSAL FORM

1. PROPONENT INFORMATION

Proponent Information	
Legal Name:	
Any other relevant name under which the Proponent carries on business:	
Mailing Address:	
Phone Number:	
Facsimile Number:	
Email:	
Proponent RFP Contact Information	
Name:	
Title:	
Phone:	
Email:	

Having examined the Proposal Documents (including any addenda) for the Request for Proposals No. ADM-01-25 and understanding that this Proposal is governed by the terms and conditions of the Proposal Documents, the undersigned Proponent (the "Proponent") proposes as follows:

Proposal Pricing	
<p>The Proponent acknowledges and agrees that pricing for the performance of the Services are on a Fixed Price basis, and includes all expenses; as such, the Municipality will not be obliged to pay any additional expenses incurred by the Proponent in the performance of the Services.</p> <p>The total Fixed Price for the provision of the Services is as follows:</p>	
Service or Deliverable:	2023 Wildfire Reclamation – Grazing Lease #37410
Pricing:	Fixed Price:
	GST:
	Total Fixed Price:
<p>The Proponent acknowledges and agrees that a detailed breakdown of the Fixed Price shall be attached and submitted with the Proposal Form. Such detailed breakdown shall include, but not be limited to, the following:</p>	

Description	Occurrence/Hours	Cost	Pricing Strategy
Mobilization/ Demobilization	2	Cost Per Occurrence	Lump Sum/Fixed Cost
Fireguard Reclamation	Estimated Duration and Resources	Estimated Cost (Labour, Equipment, Materials etc.)	Lump Sum/Fixed Cost
Road/Trail Reclamation	Estimated Duration and Resources	Estimated Cost (Labour, Equipment, Materials etc.)	Lump Sum/Fixed Cost

The Proponent acknowledges and agree that a separate rate sheet, to be used for providing quotations for the provision of services **in addition to** the Scope of Services shall be attached and submitted with the Proposal Form.

Equipment

Proponents are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in this RFP.

Equipment (including subcontracted):

Human Resources (including subcontractors):

Alternative Methods Of Services Provision

**Indicate alternate methods of Services Provision, which may deviate from the Scope of Services, but will meet or exceed mandated standards of service delivery.*

References

References of Past Work:

**Three references, with contact information*

Proposed Schedule

**If space provided is not sufficient, Proponent may attach additional pages which must be signed and sealed in the same manner as the Proposal Form. Failure to do so may result in the additional pages being rejected by the Municipality.*

**If proposing pricing structure other than the requested fixed price, the Proponent shall indicate the same in "Alternative Methods of Services Provision."*

2. ACKNOWLEDGEMENT OF NON-BINDING PROCUREMENT PROCESS

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Municipal District of Fairview No. 136 (the "Municipality") and the Successful Proponent have executed a written Contract.

3. ABILITY TO PROVIDE SERVICES

The Proponent agrees that they have carefully examined the Proposal Documents and have a clear and comprehensive knowledge of the Scope of Services required. Further, the Proponent declares that they have conducted all necessary site inspections and investigations and have sought clarification from the Municipality, where necessary. The Proponent represents and warrants its ability to perform the Scope of Services in accordance with the requirements of the Proposal Documents for prices set out in its Proposal.

4. PRICING

The Proponent has prepared and submitted its pricing in accordance with the instructions in the Proposal Documents and confirms that the pricing information provided is accurate. The Proponent agrees that its Proposal shall be open for acceptance by the Municipality for sixty (60) days following Closing Date and Time. The 60-day acceptance period shall commence at 11:59:00 p.m. on the Closing Date and will terminate at 11:59:00 p.m. on the sixtieth (60th) day thereafter.

5. ADDENDA

The Proponent confirms that they have read and accepted all addenda issued by the Municipality prior to the deadline for issuing addenda set out in the Proposal Documents. The onus remains on the Proponent to make any necessary amendments to their Proposal based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:

_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. CONFLICT OF INTEREST

For the purposes of this section, the term "Conflict of Interest" means:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - i. having, or having access to, confidential information of the Municipality in the preparation of its Proposal that is not available to other Proponents,
 - ii. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

- (b) in relation to the performance of its contractual obligations contemplated in the Contract that is the subject of this RFP process, the Proponent's other commitments, relationships or financial interests
 - i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

7. DISCLOSURE OF INFORMATION

The Proponent acknowledges and agrees that any information provided in its Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Municipality to its advisers, for the purpose of evaluating or participating in the evaluation of this Proposal.

8. DIQUALIFICATION OF PROPONENTS

The Proponent acknowledges and agrees that only one Proposal per Proponent will be considered. Further, that if the Municipality has reasonable grounds for believing that any Proponent is interested in more than one Proposal for the Services, the Municipality may, in its sole and unfettered discretion, reject all Proposals in which such Proponent is interested. Lastly, that any and all Proposals will be rejected if the Municipality has reasonable grounds for believing that collusion exists among the Proponents; none of the participants in such collusion will be considered in future Proposals.

8. ATTACHMENTS

The Proponent has attached the following to the Proposal Form, which shall form part of the Proposal Form and the Proposal to be submitted to the Municipality:

- Worker's Compensation Board Clearance Letter;
- Certificate of Insurance, Letter of Insurability or Undertaking of Insurance;
- Detailed breakdown of Fixed Price;
- Rate sheet to be used for quotations for the provision of services in addition to the Scope of Services.
- Other: _____

Signed, sealed and submitted for and on behalf of:

Proponent Name: _____

Proponent Address: _____ (Affix Seal)

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title of Proponent Representative

Date

Date

**As representative of the Proponent, by affixing my signature hereto, I am certifying that I have the authority to bind the Proponent*

SAMPLE CONTRACT



RECLAMATION SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 20_(the "Effective Date").

BETWEEN:

MUNICIPAL DISTRICT OF FAIRVIEW NO. 136
(the "Municipal District")

- and -

SERVICE PROVIDER NAME: _____
(the "Service Provider")

SERVICE PROVIDER INFORMATION:

Address:

Phone/Email:

TERMS AND CONDITIONS OF SERVICE

The Municipal District hereby requests certain services from the Service Provider, in accordance with the following:

- 1. Services:** The Service Provider agrees to provide those services as further described within **Schedule "A"** attached to this Agreement (collectively, the "**Services**").
- 2. Term:** The term of this Agreement shall be from the date of this Agreement until such time as:
 - (a) the Municipal District, in its sole and unfettered discretion, has deemed the provision of Services complete and in compliance with the Terms and Conditions of this Agreement.
 - (b) The Municipal District provides written notice to the other party of termination of this Agreement.(the "**Term**").
- 3. Fees for Services:** The Municipal District shall pay the Service Provider for providing the Services in accordance with the provisions of this Agreement, and at the rates and charges provided within **Schedule "B"** attached to this Agreement (the "**Fees**").
- 4. Terms and Conditions:** The Services shall be performed by the Service Provider in accordance with the additional standard service terms and conditions, as outlined within **Schedule "C"** attached to this Agreement and, if applicable, any special terms outlined within **Schedule "B"** (the "**Terms and Conditions**").
- 5. Obligations of the Service Provider:** The Service Provider shall:
 - (c) perform the Services in a good and workmanlike manner, to the sole satisfaction of the Municipal District and in accordance with and subject to the Terms and Conditions contained in this Agreement;

MUNICIPAL DISTRICT OF FAIRVIEW NO. 136
10957 – 91st Avenue | Fairview, Alberta | T0H 1L0

- (d) perform all of its obligations contemplated hereunder in strict compliance with all Municipal District bylaws, policies and procedures;
- (e) provide qualified staff to provide the Services;
- (f) provide all materials, equipment, supplies, tool, implements and transportation necessary to perform the Services, unless otherwise expressly stated in this Agreement;
- (g) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Occupational Health and Safety Act* (Alberta) and the *Environmental Protection and Enhancement Act* (Alberta), all as amended from time to time, and the Service Provider shall cause all of its employees and approved subcontractors to be so bound;
- (h) obtain and maintain at its sole expense, all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Service Provider's obligations under this Agreement;
- (i) pay all fees and all other costs incidental to the performance of the Service Provider's obligations under this Agreement; and
- (j) provide all such written and verbal reports as required by the Municipal District on the progress of the Services.

6. Warranties and Representations: The Service Provider hereby represents and warrants with and to the Municipal District, and acknowledges that the Municipal District is relying upon such representations and warranties, that:

- (a) the Service Provider is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations; and
- (b) the Service Provider is experienced in the performance of all aspects of the Services and is capable of performing the Services in accordance with the terms, covenants and conditions contained in this Agreement.

7. Goods and Services Tax: Where applicable, Goods and Services Tax, and any other value added tax, shall be payable in addition to any other amounts payable by the Municipal District to the Service Provider in respect of the Services. The Service Provider's G.S.T. registration number is _____.

8. Privacy and FOIPP: The information on this form is collected and received pursuant to the terms and provisions of the Municipal District of Fairview No. 136's privacy and/or confidentiality policies or bylaws established or amended and replaced from time to time, and may be held and utilized in accordance with such policies/bylaws and the Alberta *Freedom of Information and Protection of Privacy Act*.

9. Compliance with Laws: Each party shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to each respective party and to the Services.

10. Notices: Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other ("**Notice**"), such Notice may be given by delivery by hand to, or by registered mail, or e-mail sent to the respective addresses of the parties being:

(a) **If to the Service Provider:** At the addresses provided above.

(b) **If to the Municipal District:**

Address: _____
Email: _____

- 11. **Assignment:** This Agreement shall not be assignable without the written agreement of the other party.
- 12. **Entire Agreement:** This Agreement constitutes the entire agreement between the Service Provider and the Municipal District pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Service Provider and the Municipal District and there exists no other agreements, obligations or understandings outside of this Agreement.
- 13. **Execution:** This Agreement may be executed in counterpart and conveyed to the other party by fax or other electronic means.

AGREED as above effective as of the Effective Date:

MUNICIPAL DISTRICT OF FAIRVIEW NO. 136	_____
Per: _____	Per: _____
Per: _____	Per: _____

Schedule "A"

Services

A. Scope of Services

The Service Provider shall perform and deliver the Services in accordance with the terms of this Agreement, the Schedules and according to the following description, conditions, standards, requirements and provisions:

Resources (Equipment and Human Resources):

- (i) _____;
- (ii) _____;
- (iii) _____;
- (iv) _____.

Fireguard Reclamation:

The following fireguards are required to be claimed:

- 3-5 metres wide along the west fence in the NE-24-82-3-6 for a length of 460 metres.
- 10-12 metres wide along the north fence for 180 metres in the NE-30-82-2-6 (photo #4).



- 50-60 metres wide for the guards in the northeast part of the lease as well as the majority of the east-west guard that bisects the lease (approximate length of 4.3 km).
- 25-35 metres wide for the portion of the fireguard that follows the east and north shore of the lake in the NW-19-82-2-6 and the NE-24-82-3-6 for a length of approximately 870 m.

Total fireguard length is approximately 5.8 kilometres, and shall be reclaimed to the following standard:

- Topsoil shall be rolled back over the entire cleared area as evenly as possible.
- Woody debris should be mechanically broken up and spread out to lay as flat as possible for maximum contact with the soil over the cleared area.
- Where fireguards are along a perimeter fence, no piling or spreading of woody debris shall be placed within 15 metres of the fence, or within the original fenceline clearing width (if less than 15 metres is available), to allow for access along the fence.
- For the east-west fireguard that bisects the lease, a 15 metres wide path (maximum) is to remain clear of woody

- debris to allow for a trail and possible installation of future cross fence.
- Where soil and debris rollback needs to be completed near the lake on the west side of the lease (photo #38), care should be taken to limit further disturbance to the bed/shore of the waterbody.



There were two blocks cleared along the east fence in the NE-24-82-3-6 (approximately 1.5-2 acres total), in which most of the soil and woody material has been spread out over the site. However, additional clean-up of woody debris shall be conducted to ensure it is knocked down on the ground and any smaller windrows/piles spread to help cover bare mineral soil that remains (photos #14-16).



Existing trails that spur off the fireguards shall not be blocked by woody debris (refer to sketch for these locations)

Road/Trail Reclamation:

The following road/trails are required to be claimed:

- Roads/trails (generally 3-5 metres wide, some 7-10 metres wide) that were stripped of their topsoil for a total length of approximately 4.6 kilometres (refer to “Trail – D” (for disturbed) on the sketch).
- A single dozer blade width that was disturbed along the west fenceline for 1.5 kilometres (photo #18).

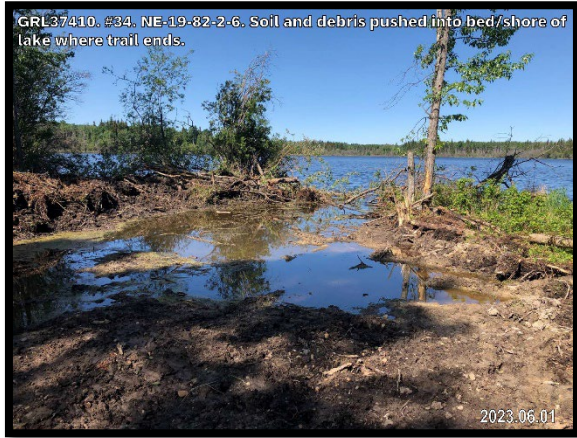


These areas shall be reclaimed to the following standard:

- Knock down leaning trees so they lay as flat as possible on the ground, off the trail.
- Where possible, rollback topsoil to spread it evenly over the disturbed trail area.
- These trails do not need to have woody debris spread across their surface as they will be used by the lessee and livestock for range management purposes.
- The log-fill crossing will need to be removed and recontoured to take the original shape of the watercourse as much as possible (photo #1).



- The piled debris on the east end of the lake in the NE-19-82-2-6 (photo #34) and south end of the wetland in the SE-30-82-2-6 (photo # 43) shall be left in place as to avoid further damage to the bed/shore of the waterbodies.



Trails marked as “Existing Trail – LD” or “Trail – LD” on the sketch were walked over by dozer, but disturbance was relatively light and will be allowed to regenerate as is. The only exception, is the 190 metres stretch of the existing trail west from the gate in the road allowance between the SE-25-82-3-6 and the NE-24-82-3-6 (photo #19), as well as the approximately 100 metres stretch of the trail that is found south from photo #22 in the SE-30-82-2-6 as marked on the sketch, which will need to have topsoil rolled back.

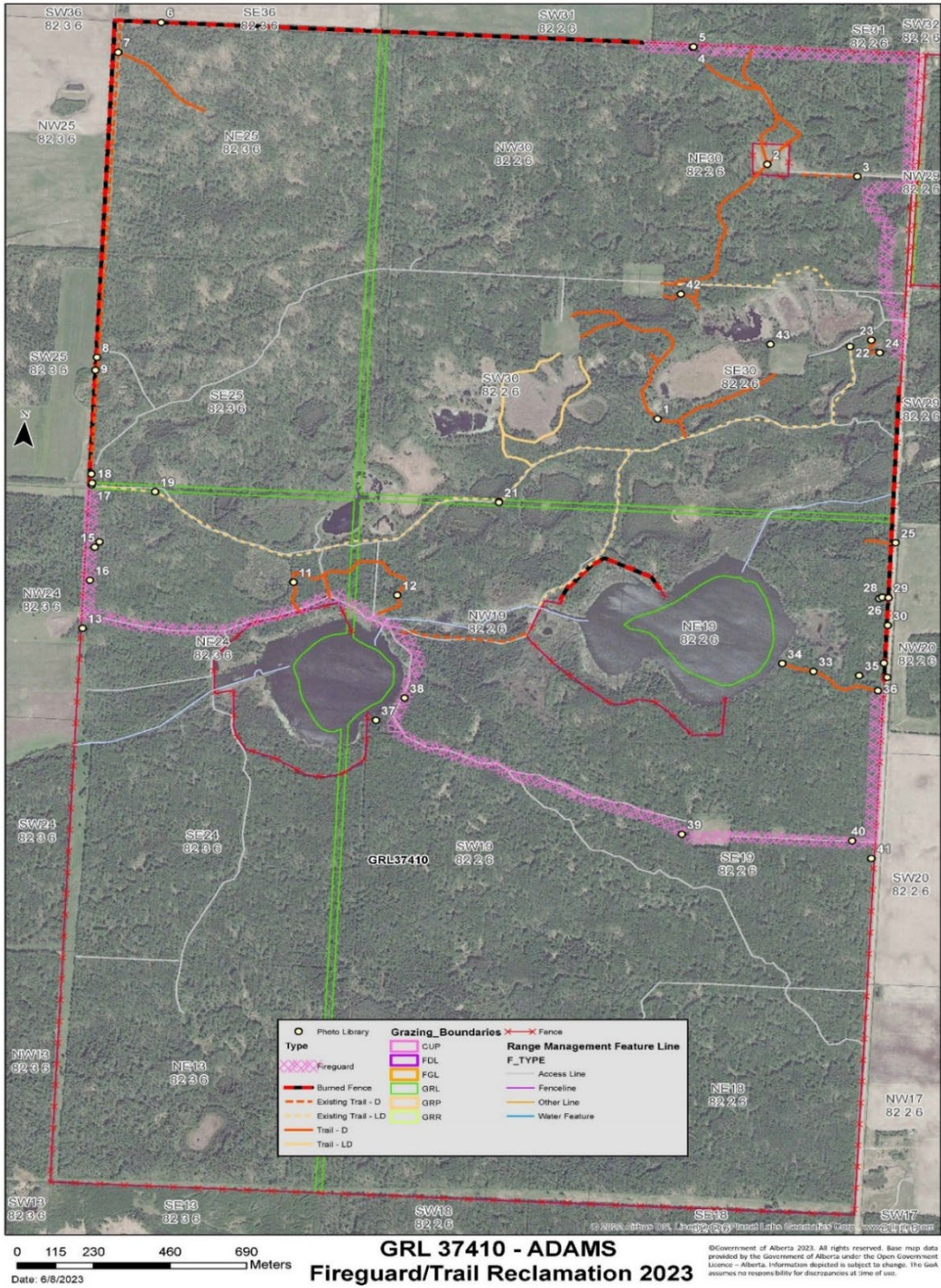


Standard of Care

The Service Provider shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described herein.

B. Designated Sites

The Services will provide the Services at Grazing Lease No. 37410 at the following sites:



(the "Designated Sites"). The Municipal District shall ensure that the Service Provider shall have reasonable access to the Designated Sites at all times throughout the Term to perform the Services, subject to any rules, conditions and requirements established and imposed by the operator of such sites, from time to time.

Schedule "B"

Rates, Charges, and Special Terms & Conditions

- 1. Payments – payment to the Service Provider for the delivery of the Services shall be in accordance with the invoices issued by the Service Provider in accordance with the Terms and Conditions, the Special Terms and Conditions noted below, where applicable, and the rates provided within this Schedule, and at all times in Canadian funds.
2. Service Provider Contact – the following personnel of the Service Provider shall be contacted for requests to perform the Services, where applicable, and for any other day to day inquiries regarding the Services:

CONTACT
Name/Title:
Phone:
E-mail:

- 3. Rates and Charges – The Municipal District agrees to pay the Service Provider a fixed price of \$ (Canadian funds), including expenses, to perform the Services. The Service Provider shall be paid:

Table with 2 columns: SERVICE, RATES/CHARGES

plus any Goods and Services Tax, where applicable.

- 4. Change in Rates - The Service Provider will provide sixty (60) calendar days' notice of any changes to the above rates.
5. Invoices - Subject to any contrary provisions set out in this Agreement, and on satisfactory performance of the Services, and strictly in accordance with the provisions of the Agreement, the Service Provider will be paid as follows:
(a) Invoices (and other supporting documents requested by the Municipal District) shall be submitted to the Municipal District by the Service Provider in respect of Services provided. Each invoice shall accurately set out the Fees for the Services provided, the dates and times that the Services were provided and any other reasonable document as may be reasonably requested.
(b) Subject to the verification of each invoice by the Municipal District and all other terms and conditions of the Agreement including, without limitation, the Services being satisfactory to the Municipal District, the Municipal District shall pay the Service Provider the amount of each invoice within thirty (30) calendar days of receipt of same. Invoices that have been deemed by the Municipal District to have not met the above requirements are not to be paid until the requirements are met by the Service Provider and are not subject to late payment interest.
6. Special Terms and Conditions:
(a) The Municipal District will retain a 10 % holdback until the Service Provider provides a statutory declaration, or other evidence satisfactory to and in a form required by the Municipal District , certifying that all debts, claims, or liabilities for labour, equipment, materials, services, Workers' Compensation Board contributions, and other obligations arising from or related to the performance of the Services have been paid in full. The Municipal

District , acting reasonably, may retain such holdback until it is satisfied with evidence provided to the Municipal District by the Service Provider.

- (b) Release of the holdback or any part of it or the making of any payment by the Municipal District shall not be construed as an acknowledgement or admission by the Municipal District that no default or deficiency exists in the Service Provider's performance of the Services and shall not prevent the Municipal District from later claiming for any default or deficiency.
- (c) In addition to any sum withheld pursuant to any holdback provisions, the Municipal District may order the re-execution of any Services which are not performed in accordance with the provisions of this Agreement, in which case the Service Provider shall re-execute the Services at the Service Provider's expense in accordance with this Agreement.

Schedule "C"

Terms and Conditions**1. AUTHORITY AND RESPONSIBILITY**

1.1 Qualified Personnel. The Service Provider will provide and utilize only personnel or subcontractors who have the qualifications, experience and capabilities to perform the Services.

1.2 Independent Contractor. The Service Provider is an independent Service Provider. The Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

1.3 Service Provider Responsibility. The Service Provider will be solely liable for the wages, benefits, compensation, work schedules and work conditions of any employees or subcontractors and will be responsible for acts and omissions of sub-contractors and of persons employed by them for acts and omissions of persons directly employed by the Service Provider.

1.4 Health and Safety. The Service Provider will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services and shall be responsible for compliance with all *Occupational Health and Safety Act* and regulations, relating to activities for the delivery of the Services.

1.5 Reports. The Service Provider shall make available such information, including data and documents, to the Municipal District as reasonably required by the Municipal District to allow the Municipal District to evaluate the quality and progress of the Services.

1.6 Municipal District Roads. The Service Provider shall comply with the Municipal District's reasonable requirements respecting the use of any and all roads under the care, control and management for the Municipal District including, without restriction:

- (a) complying with road use guidelines;
- (b) complying with formal or informal road bans communicated to the Service Provider by the Municipal District;

and in each case, as necessary for the safe and orderly use and operation of such roads, to preserve the condition of the roads and to comply with any regulatory requirements of the Municipal District. The Municipal District shall have no liability of any nature whatsoever with respect to use of, condition of, or access to any roads under the care, control and management of the Municipal District and the Service Provider shall agree to indemnify and save harmless the Municipal District in connection with any losses, costs or claims of any nature with respect thereto.

1.7 Prime Contractor. With respect to any worksites where the Services are provided, the Service Provider shall be the "prime contractor", as the term is defined in the *Occupational Health and Safety Act*, for the Services and as such, the Service Provider acknowledges its responsibilities as

the "prime contractor" for coordinating safety for the Services, including its own workers as well as those of subcontractors, and all other parties performing work in connection with the Services and:

- (d) as the "prime contractor", shall implement a system or process to ensure compliance with the *Occupational Health and Safety Act* and Regulations; and
- (e) in the event that the worksites of two (2) or more "prime contractors" coincide, they shall jointly develop, agree and submit a safety plan for the affected worksite. If the "prime contractors" cannot agree upon the safety plan, work at the affected worksite shall cease and the Municipal District shall decide which "prime contractor" shall be responsible for resolving the disputed issue. The Municipal District's decision is final and binding upon the "prime contractor".

2. INDEMNITY AND INSURANCE

2.1 Indemnity. The Service Provider shall indemnify and hold harmless the Municipal District and the Municipal District's elected or appointed officials, officers, employees, servants, agents and contractors from any and all actions, causes of action, proceedings, penalties, suits, losses, claims and demands which may be paid by, incurred by or asserted against the Municipal District relating to or arising out of or in connection with any of the following events:

- (a) any breach, violation or non-performance of any covenant, agreement or obligation set forth and contained herein on the part of the Service Provider herein to be fulfilled, kept or performed;
- (b) the inaccuracy of any warranty and representation of the Service Provider hereunder;
- (c) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, pursuant to or under any applicable law or any regulatory authority regarding the Services;
- (d) any violation of any applicable laws, or requirement or directive of any regulatory authority, by the Service Provider, a subcontractor or any other person for whom any of them is responsible for at law regarding the Services;
- (e) any negligent, act or omission by the Service Provider, a subcontractor or any other person for whom any of them is responsible for at law regarding the Services;
- (f) the Service Provider or the Municipal District becoming bankrupt or insolvent or shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors; and
- (g) the Service Provider ceases or threatens to cease or carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act

of bankruptcy;
with such indemnity including legal costs on a solicitor-client basis, excepting thereout such claim, liability, action, suit, proceeding or demand results directly from the negligence or wilful misconduct of any person for whom the Municipal District is responsible at law.

2.2 Service Provider's Insurance. The Service Provider will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the Service Provider from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance that a prudent Service Provider would maintain for the purposes carrying out services similar to the Services, but not less than five million (\$5,000,000.00) dollars per occurrence;
- (b) Where such further risks exist, such commercial general liability insurance in section 2.2(a) shall also include coverage for fire-fighting expenses, sudden and accidental pollution; and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Service Provider in an amount not less than two million (\$2,000,000) dollars per occurrence for bodily injury, death and damage to Service Location.

3. CHANGES IN THE SERVICES

3.1 The Municipal District may, at any time during the Term, deliver to the Service Provider a change directive, in accordance with the terms of this Section (a "Change Directive"), without invalidating the Agreement. Within five (5) business days following receipt of a Change Directive, the Service Provider shall deliver a written quotation to the Municipal District that represents the total adjustment to the Fees if the Services are modified pursuant to the Change Directive. Within five (5) Business Days following receipt of the quotation from the Service Provider, the Municipal District may deliver written notice to the Service Provider to implement the changes contemplated in the Change Directive and the relevant written quotation, failing which no changes shall be implemented. If the Municipal District delivers such written notice to the Service Provider a change to the Services and the Fees shall be made accordingly, and the parties agree to perform their respective obligations in accordance with the terms, conditions and intent of this Agreement, as amended hereunder.

4. GENERAL PROVISIONS

4.1 No Waiver. Any failure to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions.

4.2 Merger and Survival. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the performance, payment and/or termination of this Agreement.

4.3 Set-off. If the Service Provider fails to make any payment to any third party for which the Municipal District may be liable, without limiting or waiving any right or remedy against the Service Provider hereunder, the Municipal District may pay such third party on behalf of the Service Provider.

4.4 Municipal District May Perform. If the Municipal District determines that the performance of the obligations of the Service Provider is not in accordance with this Agreement, the Municipal District may require the Service Provider by written notice to remedy such deficiency at the Service Provider's sole expense and within a time stipulated by the Municipal District. If the deficiency is not remedied to the satisfaction of the Municipal District within the time stipulated the Municipal District may take such action as it deems necessary to perform the obligation. Any amount paid in accordance with this Section shall constitute a debt due and owing to the Municipal District and such amount may be set-off against any sum of money owed by the Municipal District to the Service Provider until all amounts owing to the Municipal District have been completely set off.

4.5 Termination of Agreement. The Municipal District may at any time immediately terminate this Contract, without cause, upon written notice to the Service Provider. If this Agreement is terminated, the Municipal District shall only have to pay the Service Provider for the Services completed in accordance with this Agreement up to the effective date of termination.

4.6 Performance Guarantee. If requested by the Municipal District the Service Provider shall, at its own expense, provide a money order, bank draft, a certified cheque, performance bond or irrevocable letter of credit in a form and with carriers satisfactory to the Municipal District, in the amount of \$ _____ as a guarantee and security for the due and faithful performance of the Agreement by the Service Provider and to protect the Service Provider against any loss or damage arising by reason of the acts and omissions of the Service Provider. The Municipal District shall not pay interest on any such guarantee and security. As an alternative to a certified cheque the Service Provider may consider a performance bond or letter of credit in the appropriate form. Upon any default or failure of the Service Provider to perform this Agreement, the Municipal District shall be entitled to realize, enforce, and call upon the guarantee and security in such amount or amounts as the Municipal District determines appropriate, in the manner appropriate to the form of guarantee and security, and such amount shall be forfeit to the Municipal District. Such realization shall be in addition to any other remedies available to the Municipal District.