



Request for Proposal (RFP)

RFP Closing Date:

Monday, January 6, 2025, 4:00 PM

Campground / Recreational Area Supervision & Caretaking Services

From May 1st to November 1st for
Three Years 2025 to 2027



REQUEST FOR PROPOSALS

Smoky Lake County

Campground / Recreational Area Supervision & Caretaking Services



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1.0 PROPOSAL CALL

1.1 INVITATION

Smoky Lake County (hereinafter referred to as “the Municipality”) are soliciting written Proposals from interested parties for the provision of Campground / Recreational Area Supervision & Caretaking Services to the Municipality, as per the level of service and standards outlined in the Municipality’s Agreement under **Appendix “A”**, for each of the following Areas, described below:

- Area #1:** Hanmore Lake West End, Hanmore Lake East End, and Island Lake
- Area #2:** Mons Lake
- Area #3:** Bellis Lake (with the option to include Kaduk Lake)

1.2 GENERAL TERMS AND CONDITIONS

1.2.1 SCOPE

The RFP and the successful Proponent’s Proposal shall form the basis of the Contract created by the acceptance of a Proposal relating to this RFP.

1.2.2 DEFINITIONS

- a. “Agency” means proponents who have submitted a Proposal for Supervision & Caretaking Services for the Municipality.
- b. “Agreement” means the agreement entered by the Municipality with the successful Proponent for the goods, services or goods and services described in the RFP attached as “**Appendix A**”.
- c. “Closing Date” means the closing date of this Request for Proposals specified in the RFP.
- d. “Commencement Date” is the date this Contract was accepted and executed by the Municipality and the successful Proponent, as indicated in this Contract.
- e. “Proponent” means any organization, company, firm or individual that submits a Proposal under this Request for Proposals.
- f. “Proposal” means a Proposal submitted by a Proponent under this Request for Proposals.
- g. “Records” means an intelligible record of information in any form, including notes, books, documents, maps, drawings, schematics, photographs, letters, vouchers, permits, papers and any other information that is written, photographed, recorded or stored in any manner.
- h. “RFP” means this Request for Proposals for Campground / Recreational Area Supervision & Caretaking Services to the Municipality.
- i. “Services” means the functions, duties, tasks and responsibilities as described in this RFP.
- j. “Vendor” means a Proponent to whom a Contract is awarded by the Municipality for any or all the goods and services established in the RFP.

1.2.3 ASSIGNMENT

Neither party may assign the Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void. Furthermore, no work to be performed by the Vendor hereunder shall be subcontracted to or performed on behalf of the Vendor by any third party, except upon prior written permission by the Municipality.

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1.2.4 COMPLIANCE WITH LAWS

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

1.2.5 GOVERNING LAW

Any Agreement resulting from the Request for Proposals is governed by, and interpreted in accordance with, the laws of the Province of Alberta.

1.2.6 JURISDICTION

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

1.2.7 INDEMNIFICATION

The Proponent shall indemnify and hold harmless, the Municipality, representatives of the Municipality, its officers, officials, employees and volunteers, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of or in connection with the performance of the work hereunder by the Proponent, their agents, representatives, employees of sub-consultants. The Proponent, by submitting a Proposal under the RFP, waives any claim for loss of profits if no Contract, regardless of form, is made with the Proponent.

1.2.8 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- a. All documents submitted to the Municipality are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act*. While this Act allows persons a right of access to records in the Municipality's custody or control, it also prohibits the Municipality from disclosing personal or business information where disclosure would be harmful to a business' interests or would be an unreasonable invasion of personal privacy as defined in Section 15 and Section 16 of the Act. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could be reasonably expected from its disclosure.
- b. The purpose for collecting the personal information required to be provided in this RFP is to enable the Municipality to ensure the accuracy and the reliability of the Proposal and to enable the Municipality to evaluate the Proposal.
- c. The records stipulated in this RFP as being required to be maintained by the successful Proponent may be subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act*. Should the Municipality receive a request for any of these records, the Proponent shall provide the records, at the Proponent's sole cost and expense, to the Municipality within fifteen (15) calendar days of official notification from the Municipality.
- d. The Municipality's evaluations of Proposals submitted in response to this RFP will be confidential and the Municipality will not disclose the details contained in the Proposals.

2.0 PROPOSALS

2.1 SUBMISSION OF PROPOSALS

All interested parties are invited to submit **one (1) printed copy** of their Proposal in a sealed envelope, addressed to the following, delivered no later than the Closing Date of **Monday, January 6th, 2025 at 4:00:00 p.m. Mountain Time:**

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Smoky Lake County
Attention: Kevin Lucas CAO
Box 310, 4612 McDougall Drive
Smoky Lake AB T0A 3C0

Proposals received after the Closing Date will not be considered and will be returned to the Proponent unopened. Proposals received by the Municipality are considered final and may not be altered or amended after the Closing Date.

All Proposals must be clearly marked **“Campground / Recreational Area Supervision & Caretaking Services – Request for Proposal”**. Opening of Proposals is closed to the public and to the Proponents. This Request for Proposals does not commit the Municipality to award a Contract or pay any costs or expenses incurred by any Proponent in the preparation or submission of any Proposal, or attendance at any meetings with the Municipality’s staff in relation to this Request for Proposals.

2.2 CONTRACT

The term of the Contract entered between the Municipality and the successful Proponent will be for a period of 6 months starting **May 1st to November 1st of each year starting in Year-2025 to Year-2027.**

2.3 PROPOSAL SUBMISSION CONTENT AND FORMAT

In order to be considered by the Municipality, all Proposals must include the following information:

2.3.1 TRANSMITTAL LETTER

A Letter of Transmittal, dated and signed by an official authorized to negotiate, make commitments and provide clarification with respect to the Proposal on behalf of the Proponent, stating the Proponent’s understanding of the objectives of the RFP and confirming that all items identified in the RFP will be provided by the Proponent.

2.3.2 COVER PAGE

The cover page must include, at minimum, the project name, Proponent’s name and the Proponent’s primary contact information (name, phone number, address and email address).

2.3.3 EXECUTIVE SUMMARY

The executive summary must include a brief profile of the Proponent’s key attributes, strengths, past experiences in campground or recreational area supervision and caretaking, and proof that the Proponent is in good standing with the Worker’s Compensation Board.

2.3.4 SERVICE DELIVERY PROPOSAL

Proposals will be evaluated based on their plan to comply with the Municipality’s standards of care within **Appendix “A”**. Proposals must include details about the Proponent’s ability to satisfy, at minimum, all aspects of the requirements outlined in the following sections under **Appendix “A”**:

- A. Waste Management**
- B. Landscape Maintenance**
- C. Cleaning – Campground, Day-Use, and Common Areas**
- D. Cleaning – Toilet Facilities**
- E. Cleaning – Individual / Group Campsites**

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F. Fire Ban Information Updates

G. Minor Repairs

H. Inventory of Municipal Assets

2.3.5 INSURANCE AND SECURITY

Proponents are required to submit evidence of the following insurance coverage with their Proposal:

- A. Comprehensive of Commercial General Liability in an amount of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence.
- B. Auto Liability insurance for all motor vehicles used by the Proponent hereunder, with limits of not less than **two million dollars (\$2,000,000.00)** per occurrence for bodily injury and/or property damage.

2.3.6 FEE SCHEDULE

Proponent's Proposals must include lump sum for each year based on the total period specified that the Vendor would provide Services.

As per Municipal Bylaw No. 1362-19: the current charge is twenty-five dollars (\$25.00) per night per individual camping accommodation unit to be levied and a non-refundable charge of seventy-five dollars (\$75.00) per night to be levied for exclusive use of a camp kitchen. Only the Municipality reserves the right to change the rates charged per night.

The proponent will retain all camping fees and pay the County a minimum \$5.00 (or greater) per camping accommodation unit.

The Proposal shall also be required to demonstrate how they will remit the Municipality's portion of the registration fees collected.

2.4 EVALUATION

Proposals will be evaluated in two stages. The first stage will consist of a review of each Proposal to ensure that each Proposal was received before the Closing Date and that the Proposal complies with all submission requirements specified in this Request for Proposals.

The second stage will consist of an evaluation, conducted by the Chief Administrative Officer or designate of the Municipality, of each Proposal as they relate to the criteria established in this RFP. **Table 1** below indicates how the Proposals will be evaluated.

Table 1 – Request for Proposals Evaluation

Requirement	Agency "A" %	Agency "B" %	Agency "C" %
10% Understanding of the project			
25% Ability to meet the service requirements			
5% RFP submission quality and clarity			
15% Satisfactory references from known sources			
30% Service rates and fees			
15% Insurance coverage			

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At any time during the evaluation process, the County may request written clarification concerning any aspect of a Proponent's Proposal. If the County is not satisfied as to the reliability of any Proposal, the Proposal may be rejected, at the sole discretion of the County.

2.5 RESERVATION

Notwithstanding anything to the contrary herein, the Municipality reserves the right, in its sole and absolute discretion, to exercise any or all the following rights, alone or in combination with each other, to:

1. **Accept a Proposal:**
 - which in the Municipality's sole and absolute discretion fail in any material respect to comply with the requirements of this RFP; or
 - in whole or in part without any negotiations.
2. **Enter negotiations with:**
 - any or all Proponents on any aspects of their proposal, to ensure the Municipality's operational requirements are met and to promote the best value.
 - any or all Proponents or prospective persons or entities capable of delivering the required Services under this RFP, but who may not have submitted a Proposal in response to this RFP in the event, in the Municipality's sole and absolute discretion, no Proposals meet the requirements of this RFP; or
 - tied Proponents in the event of a tie between two or more Proponents.
3. **Conduct a best and final offer process:**
 - with any or all Proponents, in which Proponents are invited to revise their financial offers in circumstances where the Municipality deems it appropriate, at the Municipality's sole and absolute discretion.
4. **Cancel, modify, re-issue or suspend:**
 - any aspect of this RFP, in whole or in part, at any time, for any reason.
 - in whole or in part, at any time, for any reason, the schedule for this RFP, including without limitation, the Closing Date for Proposals, the anticipated award date or any other activity or date stipulated in this RFP.
 - this RFP in its current or modified form and invite Proposals from only the Proponents who submitted Proposals in response to this RFP where to do so, in the Municipality's sole and absolute discretion, to be in the Municipality's best interests.
5. **Seek clarification, validate or consider:**
 - independently or with the assistance of the Proponent, any or all information provided by the Proponent with respect to this RFP and, for this purpose, disclose any or all the information provided by the Proponent to a third party, subject to the Municipality obtaining appropriate assurances of confidentiality from those third parties.
6. **Reject or refuse to consider any Proposal:**
 - if in the Municipality's sole and absolute discretion it fails in any material respect to comply with the requirements of this RFP.
 - that contains false, misleading or misinterpreted information.
 - in the event any matter causes or is likely to cause, in the Municipality's sole and absolute discretion, a conflict of interest in relation to the selection of any Proposal.

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- from a Proponent who colludes with one or more other Proponent(s) in the preparation of any Proposal.
- from a Proponent who fails to cooperate with the Municipality in any attempt by the Municipality to clarify or validate any information provided by the Proponent or who fails to provide accurate or complete documentation as required by the Municipality with respect to this RFP.
- from a Proponent with whom the Municipality has previously terminated a contract for any reason or has had a previous, or currently has a commercial or legal dispute that, in the Municipality's sole and absolute discretion, would impair the Municipality's ability to enter the Contract contemplated by this RFP; or
- from a Proponent failing to have the capacity to enter a Contract contemplated by this RFP with the Municipality.

7. Award

- a Contract in connection with this RFP.

8. Waive

- Irregularities, informalities, omissions, and defects in any Proposal where, in the Municipality's sole and absolute discretion, they do not materially affect the ability of the Proponent to provide the Services required by this RFP.

2.6 INQUIRIES

Questions or inquiries relating to this Request for Proposals shall be directed to:

Kevin Lucas, Chief Administrative Officer

Phone: 780-656-3730 or Email: cao@smokylakecounty.ab.ca

Inquiries must not be directed to any other County employee or elected officials. Directing inquiries to other than those designated may result in a Proposal being rejected or disqualified. The deadline for questions or inquiries related to this RFP is **Friday, January 6, 2025, at 4:00:00 p.m., Mountain Time.**

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3.0 Appendix "A" – Agreement

SMOKY LAKE COUNTY

Campground / Recreational Area Supervision & Caretaking Services

THIS AGREEMENT DATED THIS _____ DAY OF _____, 2025.

B E T W E E N:

Smoky Lake County
(hereinafter referred to as the "Municipality")

- and -

Phone: _____

(hereinafter referred to as the "Vendor")

WHEREAS the Municipality did call for Proposals for the purpose of **Campground / Recreational Area Supervision & Caretaking Services** for each of the following Areas, described below, within the Municipality:

- Area #1: Hanmore Lake West End, Hanmore Lake East End, and Island Lake**
- Area #2: Mons Lake**
- Area #3: Bellis Lake (with the option to include Kaduk Lake)**

AND WHEREAS the Vendor has submitted a Proposal satisfactory to the Municipality to undertake the services described in this agreement.

WITNESS that in consideration of the mutual covenants and conditions herein contained and subject to the terms and conditions hereinafter set out, the Municipality and the Vendor hereto mutually agree as follows:

1. ENGAGEMENT

- 1.1. The Municipality does hereby engage the services of the Vendor to provide Campground / Recreational Area Supervision & Caretaking Services to the Municipality, in the Province of Alberta, in accordance with and pursuant to the specifications described in Request For Proposal for the following Area: _____.
- 1.2. The services of the Vendor shall be performed to the specifications and satisfaction of the Municipality as set out in the Agreement. The Vendor will not engage in any

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contracting services or employment or enter into any agreement in conflict with this Agreement.

- 1.3. The Vendor is an independent Vendor and shall not be deemed a servant, employee or agent of the Municipality.
- 1.4. The Vendor shall not assign or sublet the whole or any part of this Agreement without the prior consent of the Municipality unless the use of sub-Vendors is expressly stated in the Proposal submitted by the Vendor and accepted by the Municipality.
- 1.5. The term of the agreement is for a period of 6 months starting May 1st to November 1st of each year starting in Year-2025 to Year-2027.

2. COMPENSATION

- 2.1. As consideration for performance of Services during the term of this Agreement, the fees for services herein will be in accordance with and as prescribed by the Request For Proposal.
- 2.2. The Municipality shall make reasonable efforts to contact the Vendor if the Municipality requires work to be performed on an emergency basis. The Municipality shall have sole and absolute discretion on what constitutes an emergency basis. The Municipality, however, reserves the right, after making reasonable efforts to contact the Vendor, to engage another Vendor to perform the said emergency work. The cost to the Municipality to engage this additional Vendor to perform the emergency work shall be paid by the Municipality.
- 2.3. The Vendor, at its own expense, shall employ only persons who are competent and trained to perform the duties required of them, and to terminate forthwith any employee whom the Municipality finds to be detrimental to the interests of the operation of the Campground / Recreation Area. The Vendor shall provide the Municipality a list of their employees.

3. RECORDS AND CONFIDENTIALITY

- 3.1. The Vendor shall keep statements, invoices, accounts, receipts and other records of the cost and expenses incurred by it in performing this Agreement including all payroll records and time sheets, and any other documents relating to such costs and expenses.
- 3.2. The Vendor, upon request shall produce to the Municipality every account, record or other document referred to in Clause 3.1 above that may be required by the Municipality and permit the Municipality to examine, audit and take copies and extracts from such accounts, records, and documents.
- 3.3. The Vendor acknowledges that the Municipality is subject to the Freedom of Information Act and Protection Act (FOIP). Confidentiality for any records compiled or created under this Agreement including all personal information collected from a person registering for a campsite is handled and stored safely and securely in accordance with Smoky Lake Municipality – Bylaw No. 1362-19: Municipality Parks. Copies of all original camper registration forms shall be turned over to the Municipality at the end of Term.
- 3.4. If the Municipality receives a request for information under FOIP, the Municipality will give the Vendor notice of such request and the Vendor will respond to such notice. If the Vendor does not respond to the notice from the Municipality, the Municipality will

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proceed to process the request for information with its procedures as set forth with Act. Should the request be appealed to the Office of the Information and Privacy Commissioner, the Vendor shall be responsible for the burden of proof as to exception from disclosure and shall be responsible for all costs.

4. SCOPE OF WORK

4.1. The Vendor shall supply everything needed to perform all the requirements of the work under the Agreement - Schedule "A": Campground / Recreation Area Supervision & Caretaking Services. For specific information on the maintenance and cleaning, refer to the Standards of Care and Tasks Required Chart contained within Schedule "A".

5. DELIVERABLES

5.1. Reporting to the Environmental & Parks Manager (or designate), the Vendor will provide the day-to-day supervision, maintenance and booking management as the "Park Supervisor" of the specified site in a timely manner as follows:

- 5.1.1. Hours of Operation: Work seven days per week and at any time necessary to carry out the tasks required within the Term.
- 5.1.2. Prime Vendor: Assume status as "Park Supervisor" and all responsibilities to carry out tasks and maintain standards as per the Standards of Care and Tasks Required Chart attached here within this agreement.
- 5.1.3. Conduct: Maintain an orderly and professional manner while on the premises and employ in the operation persons who are competent and trained to perform the duties required of them and to terminate any employee whom the Municipality finds to be detrimental to the interests of the operation of the Recreation Area. Any damages caused by the Vendor or its employees to manmade structures and/or natural features in the part must be repaired or replaced, cost of which shall be borne by the Vendor. The Vendor and their employees shall wear a uniform or badge by which they may be known and distinguished as the employees of the Vendor.
- 5.1.4. Campsite Reservation Platform: Create and manage an account through CampReservations.ca to manage reservations, provide real-time campsite availability, easy online booking, and secure payments.
- 5.1.5. Equipment and Supplies: Provide all supplies (including toilet paper, hand sanitizer, odour reducing enzyme solutions, cleaning solutions, garbage bags, wasp spray, etc.), maintenance equipment and resources necessary for the operation, management and maintenance for of the specified facility site.
- 5.1.6. Keys: Sign out any access keys from the Municipality and ensure there are no additional copies made, and return all keys upon completion or termination of the Agreement.
- 5.1.7. Risk Management: Provide documentation of the inspection frequency to the Municipality upon request, to verify safety and security, and prevent vandalism, theft, and disorderly conduct, and prove control measures to ensure public enjoyment and safety.

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- 5.1.8. Emergency Procedures: Notify the Municipality, of any nuisance fires, first aid incidents, problem wildlife, or any emergency situation.

6. LAWS AND REGULATIONS

- 6.1. The Vendor shall comply with the provisions of any Act of the Legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted hereafter; any regulations enforced from time to time under any of the Acts; and any bylaw or resolution of the Municipality; that expressly or by implication applies to the Vendor in respect of this Agreement.
- 6.2. The Vendor shall comply with the provisions of the Municipal Government Act and regulations thereunder that relate hereto, both as may be amended, revised or substituted from time to time, including directives issued by the Municipality from time to time.
- 6.3. The Vendor acknowledges that it is an employer as defined in the Occupational Health and Safety Act and that it will, as a condition of this Agreement, comply with the provisions of the Occupational Health and Safety Act, and the regulations made pursuant thereto.
- 6.4. The Vendor shall undergo un-announced performance inspections carried out by the Municipality's representative or their designate on a regular basis, to ensure compliance with laws and regulations as well as to ensure maintenance standards under the Agreement - Schedule "A": Campground / Recreational Area Supervision & Caretaking Services, are being met.

7. LIABILITY AND INSURANCE

- 7.1. The Vendor, wishes to enter into an agreement, shall, at the Vendor's own expense, provide evidence to the Municipality, with the following applicable Certificate of Insurance, with an insurer licensed in Alberta, prior to the commencement of the Agreement resulting from the Request for Proposal:
- 7.1.1. **Commercial General Liability Insurance** for an amount of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per each occurrence.
- 7.1.2. **Automobile Liability Insurance**, for all applicable vehicles, coverage in an amount of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per occurrence.
- 7.1.3. **Professional Liability/Errors and Omissions Insurance**, for an amount of not less than **Two Million Dollars (\$2,000,000.00)** inclusive per occurrence.
- 7.1.4. That Smoky Lake Municipality is to be named as an **Additional Named Insured** to the Vendor's Insurance Policy.
- 7.1.5. Prior to commencing work, a Certificate from the **Workers' Compensation Board** showing to be registered and in good standing with the Board and will be required at completion of each year of the agreement to show being in good standing.
- 7.2. The Vendor will ensure that any policy of insurance required has an endorsement requiring the insurer to give the Municipality 30 days advance notice in writing of any material change, cancellation or termination.

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- 7.3. Indemnify: The Vendor shall indemnify and hold the Smoky Lake Municipality, employees and its agents harmless, from and against all claims, demands, losses, costs, damages, action, suits, or proceedings by third parties ("Third Party Claims"), including all legal fees, costs and expenses incurred by the Municipality in defending such claims, that arise out of or are attributable to the performance of Contract by the Contactor, or the negligence of the Vendor, except any proportion thereof which is attributable to acts or omissions of the Municipality, employees or its agents, which constitute a breach of this Contract and for which the Municipality is liable under the terms of this Contract, or for Third Party Claims that arise out of or the negligence of the Municipality, employees or its agents. Such indemnification shall survive termination of this Agreement
- 7.4. Smoky Lake Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Vendor, its employees or agents, in the performance of the agreement.

8. PREFORMANCE REPORTING

- 8.1. Within ten (10) business days of the preceding month, the Vendor will be required to submit a monthly statistics report to the Municipality summarizing the activities of the site: traffic flow, sites rented; maintenance and any other information deemed necessary by the Vendor, as well as payment for the Municipalities share of camping fees charged.
- 8.2. Within one month following the end of the operating season, the Vendor will be required to submit a detailed annual report summering the activities for the operating season, including discussion on possible improvements, upgrades and suggested capital projects to enhance the lake site, campground, along with other information deemed necessary by the Vendor.
- 8.3. All public inquires and complaints shall be reported and/or referred to the Environmental Operations Manager and the Chief Administrative Officer.
- 8.4. The Vendor shall immediately report to the Environmental Operations Manager or Chief Administrative Officer all damage caused to any building either by the occupants or by its employees, or third parties, and of any incidents or claims during the duration of the Agreement. The Vendor shall immediately report to the Municipality Parks and Recreation Manager all faulty or suspected conditions which may affect the operation and/or safety of the site.

9. MODIFICATION AND TERMINATION

- 9.1. Work Assessment: The Vendor's overall performance and the quality of their work will be determined by the Chief Administrative Officer or designate. At the end of each season a contract review meeting will be held at a date and time specified by the Municipality to discuss contract performance.
- 9.2. Modification. Smoky Lake Municipality reserves the right to order changes in the scope of work, deliverable and resulting agreement. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the Agreement under the authority of this clause result in increased costs to the Vendor. No modification or amendment of a "Change Order" to the Agreement - Schedule "A":

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Campground / Recreational Area Supervision & Caretaking Services, will bind either party unless in writing, signed by both parties, signifying consent as mutual agreement.

- 9.3. Remedies and Default. Municipality may exercise any of the following remedies for Vendor's failure to perform the scope of work or failure to meet established performance standards: require Vendor to perform, at Vendor's expense; additional work (Order Change) necessary to perform the work and the schedule of services to meet the established performance standards; or declare a default, terminating the Agreement and seeking damages.
- 9.4. Termination. The parties may jointly agree to terminate the Contract at any time by written agreement. Municipality may terminate the Contract for its convenience at any time with no liability on its part, by giving Vendor not less than 30 days' advance written notice. Municipality may terminate the contract by written order or upon request of Vendor, if the work cannot be completed.

10. NOTICE

- 10.1. The Municipality hereby designates and appoints Mr. Kevin Lucas, Chief Administrative Officer as the representative for the purposes of this Agreement.
- 10.2. All notices, invoices and payments referred to herein shall be given in writing and may be personally delivered or mailed by prepaid, registered mail and addressed as follows:

The Municipality: Smoky Lake Municipality
 4612 McDougall Drive, P.O. Box 310
 Smoky Lake, Alberta T0A 3C0
 ATTENTION: Chief Administrative Officer
 Phone: 780-656-3730

The Vendor: _____

Phone: _____ or Cellular: _____

The address of either party may be changed from time to time to any other address in Alberta by notice in writing to the other party. All notices and payments sent by prepaid, registered mail shall be deemed to be received by the addressee on the fourth business day following the mailing thereof in any post office in Alberta, except in the case of a postal strike, in which event any notices shall be given by telegram or by personal delivery. In this paragraph, business day means any day except Saturday, Sunday or a Statutory Holiday.

- 10.3. The Municipality may in their sole discretion delegate any duties, powers and functions, relating to the provisions of this Agreement to any employee or employees of the Smoky Lake Municipality provided; however, that any changes involving an

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adjustment of the contract price, or an extension of the completion date will require the specific prior written approval of the Municipality.

10.4. Notwithstanding anything contained herein to the contrary, this Agreement shall not be binding and shall not obligate the parties to perform work and make payments of any kind until this Agreement has been duly executed by the Municipality.

10.5. It is agreed that this written instrument embodies the entire Agreement of the parties hereto regarding the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

IN WITNESS WHEREOF the parties hereto have executed this document on the date first above written.

SIGNED AND DELIVERED }
in the presence of: }

SMOKY LAKE MUNICIPALITY

Witness

Kevin Lucas, CAO

SIGNED AND DELIVERED }
in the presence of: }

THE VENDOR

Witness

Vendor's Signature

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Campground / Recreational Area Supervision & Caretaking Services



STANDARDS OF CARE AND TASKS REQUIRED CHART

A. Waste Management

Standard of Care	Task
Garbage bags / liners will be utilized in garbage receptacles and lids must be snug fitting.	Ensure plastic garbage bags / liners are utilized and are an adequate size, and ensure that lids are able to securely close.
Garbage receptacles will not be overfilled with waste or spilling over.	Empty garbage receptacles twice a week, at minimum, and transport and dispose of the garbage in accordance with any environmental regulations.
Garbage receptacles shall be kept clean and reasonably free from objectionable orders and stinging insect swarms or nests.	Clean garbage receptacles with disinfectant and/or pressure wash them as needed and spray/remove any insect swarms or nests.

B. Landscape Maintenance

Standard of Care	Task
All lawn areas will have a mowed height of maximum 2" and tall grass shall not be present, around trees, stoves, posts, buildings, bollards, and other obstructions.	Mow and/or weed whack grass as required to maintain a height not more than 2".
Playground area sand will be free from vegetation.	Hand pull or rototill vegetation out of the sand contained by a boarder next to, and underneath, any playground equipment.
Fallen or leaning trees that may pose a safety/damage risk or cause a hinderance to access, shall be removed as soon as possible, upon sight.	Trim tree branches that are hinder access and remove/dispose of fallen branches. Report fallen or leaning trees that are, or may, pose a safety/damage risk, upon sight to the Municipality for removal.

C. Cleaning Campground, Day-Use, and Common Areas

Standard of Care	Task
The campground, day-use, and common areas, including grassed areas, parking lots, and roadsides will be free of litter.	Remove and dispose of all litter, upon sight.
The non-potable water well hand pump and the area surrounding it shall be free of food particles, grease accumulations or any other waste.	Inspect the water well hand pump and surrounding area at minimum twice per week and clean it as needed.
All signs shall be free from mud, dust, bird droppings, cocoons, graffiti and spider webs, and clear of vegetation.	Clean all signs, and clear vegetation as needed.
Camp Kitchen / Shelter floors and walls shall be free of broken glass, litter, bark, partially burned wood, ashes, cobwebs, nests, cocoons, graffiti, dirt and other debris.	Sweep floors to remove litter and debris. Wash floors as required to remove food scraps, grease or mud accumulations. Clean out cobwebs, cocoons and wasp nests.

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D. Cleaning Toilet Facilities / Outhouses

Standard of Care	Task
Floors, doors, and ALL interior surfaces shall remain free of dirt, dust, litter, marks, graffiti, mop strings, caked on material (i.e. gum, mud, bodily fluids, etc.)	Sweep and wash the floors, walls, and doors as required (including all steps and walkways into the facilities).
All toilet surfaces, including the underside of seat, lid, safety bars and toilet bowl, shall be free of dust, dirt, spots, stains, mold and all other materials, and the toilet seat shall be kept dry and closed.	Clean all toilet surfaces and toilet bowl interiors, daily and close the lid to minimize odor on the building.
Exterior surfaces on Toilet Facilities / Outhouses buildings will present a clean appearance, with no accumulation of dirt, mud, cocoons or cobwebs.	Clean exterior surfaces on toilet buildings as needed.
All toilet paper dispensers shall remain adequately filled.	Check and replenish toilet paper daily.
Toilet Facilities / Outhouses shall not have excessive sewage odors.	Pour odor controlling / solid reducing formula into all outhouse underground holding vaults after each pump out and as needed.

E. Cleaning Individual/Group Campsites

Standard of Care	Task
Campsite tabletops, bench seats, and their structures underneath will be free of grease, food remnants, dust, bird droppings, insect nests, cobwebs, etc. and must appear as clean as the surface condition will permit.	Sweep and wash tabletops, bench seats, and their structures underneath, as needed.
Wires, clotheslines, tarps, or any other items left behind by campsite attendees shall not remain.	Remove and dispose (or recycle) all non-valued items left behind upon sight and report any lost and found items to the Environmental & Parks Manager (or designate).
Campsite ground surfaces shall appear clean and tidy.	Rake campsite ground surfaces when required to display a clean, tidy esthetic.

F. Fire Ban Information

Standard of Care	Task
Fire Ban signs, supplied by the Municipality shall be posted when a fire ban is in effect.	Upon notice from the Municipality's Fire Chief (or designate) fire ban signs (supplied by the Municipality) shall be secured to a post for maximum visibility entering the campgrounds and day-use areas. And provide verbal or written notice to visitors on site.

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G. Minor Repairs

Standard of Care	Task
<p>Door handles, locks, latches, and hinges will be maintained in working order and securely attached.</p>	<p>Tighten loose screws on door handles, locks, latches, and hinges and reposition them if the screws are stripped.</p>
<p>Toilet seats, toilet paper holders, and hand sanitizer dispensers, must be firmly attached and in working order.</p>	<p>Tighten loose screws on toilet seats, toilet paper holders, and hand sanitizer dispensers, noting: if any items are damaged beyond minor repair, contact the Municipality for replacement units/parts and install the replacement unit/part.</p>
<p>Toilet bowl/tube shall be connected securely and sealed to the floor.</p>	<p>While cleaning toilet facilities / outhouses, check to ensure the toilet bowl/tube is secured and sealed to the floor and if it is not, notify the Municipality.</p>

H. Inventory of Assets

Standard of Care	Task
<p>All Municipality assets shall be accounted for and any missing or damaged assets shall be reported to the Municipality's Environment and Parks Manager (or designate) upon discovery.</p>	<p>Count all items listed below at least once a month to ensure nothing is missing or damaged, and report any missing or damaged assets to the Municipality's Environment and Parks Manager (or designate) upon discovery:</p> <ul style="list-style-type: none"> • Toilet Facilities / Outhouses • Camp Kitchens / Shelters • Change Room if applicable (Hanmore) • Non-potable Well Water Hand Pumps • Garbage Receptacles • Cement Picnic Tables • Wood Picnic Tables • Fire Rings • Signs (traffic signs & notice signs) • Reservation Tag Posts at each campsite • Boat Dock • Fish Cleaning Station • Playground Equipment