



VENDOR & EQUIPMENT REGISTRATION

The Municipal District of Lesser Slave River (MD) is accepting submissions from contractors for its Vendor & Equipment Registry. The intent of this registry is to provide the MD with a listing of approved contractors and tradespeople that can be called periodically to work on smaller road construction projects, the annual gravel haul, fixing breaks in the utility infrastructure, building maintenance, and landscaping, as well as providing assistance in the event of a local emergency.

Please note that completion of a registration package for the Vendor & Equipment Registry is not a guarantee of work. Vendor selection for hiring will utilize price as a primary factor, however the MD may apply the following considerations when hiring a vendor in order to determine best overall value:

- Past work history with the MD, along with the cooperative record of the vendor, making the vendor available to the MD in times of need or difficult situations
- The experience of the vendor, the suitability, productivity and condition of the equipment
- The location of the vendor in relation to the worksite

The annual list will be used for *hourly work* in the Municipal District of Lesser Slave River. The pricing laid out in Schedule "C" will be considered all inclusive and hereafter referred to as the "rate". The MD in its sole discretion reserves the right to tender any projects as a lump sum contract.

The Vendor & Equipment Registry is a confidential document to be kept within the MD office only. The MD will not under any circumstances disclose vendor rates to another vendor. Registrants may withdraw or amend their rates at any time. Until written notification is received by the MD, the current rates will be adhered to for present or past work.

INSTRUCTIONS

The Vendor & Equipment Registry process will remain open throughout the year. Rates contained within the submission will remain in effect until November 15th of the following year. A renewal will be sent out to all vendors on the list annually, at which time updated pricing may be submitted.

Vendors wishing to make a submission must be in good standing with the Municipal District of Lesser Slave River. Completed packages can be submitted via email at operations@mdlsr.ca, by mail or in person to the address below.

SECTION A: GENERAL BUSINESS INFORMATION

Legal name of Business: _____

Operating name of Business: _____

Street address: _____

City: _____ Province: _____ Postal code: _____

Tel: _____ Cel: _____ Email: _____

WCB no.: _____ Insurance provider/Certificate no.: _____

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlsr.ca www.MDLSR.ca



CONTACT INFORMATION

Full name of Primary Contact: _____

Tel: _____ Cel: _____ Email: _____

Full name of Health and Safety Contact: _____

Tel: _____ Cel: _____ Email: _____

ORGANIZATION INFORMATION

Check the types of work that your organization offers and complete the applicable sections of this package. All vendors must complete sections A and B.

Section C	<input type="checkbox"/> Equipment for hire	<input type="checkbox"/> Hydrovac services
	<input type="checkbox"/> Heavy trucking	<input type="checkbox"/> Excavation
	<input type="checkbox"/> Road maintenance	
Section D	<input type="checkbox"/> Equipment rental	
Section E	<input type="checkbox"/> Heavy construction	<input type="checkbox"/> Heavy equipment repair
	<input type="checkbox"/> Carpentry and light construction	<input type="checkbox"/> Welding and fabrication
	<input type="checkbox"/> Automotive repair	<input type="checkbox"/> Electrical
	<input type="checkbox"/> Small engine repair	<input type="checkbox"/> Plumbing
Section F	<input type="checkbox"/> Doors/overhead doors	<input type="checkbox"/> Janitorial
	<input type="checkbox"/> Roofing and eavestroughing	<input type="checkbox"/> Pest control/beaver control
	<input type="checkbox"/> Painting	<input type="checkbox"/> Vegetation management
	<input type="checkbox"/> Windows/glass repair	<input type="checkbox"/> Landscaping
	<input type="checkbox"/> HVAC and ventilation	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Computer and IT support	<input type="checkbox"/> Specialized services (please specify)
	<input type="checkbox"/> Waste management	<input type="checkbox"/> Other (please specify)

Please select the geographical areas you would be willing to attend at the provided rates:

- Assineau Flatbush Slave Lake
- Canyon Creek Lawrence Lake Smith
- Chisholm Marten Beach Widewater

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlslr.ca www.MDLSR.ca



SECTION B: TERMS AND CONDITIONS

Please initial the following to signify your agreement with the terms and conditions:

1	Registrants of the Vendor & Equipment Registry can withdraw or amend their rates for future work in writing at any time during the year by providing notification to the Chief Administrative Officer. Current or past work shall be engaged at the rate on the registry preceding the engagement until the work is completed.	
2	Hourly rate means the proposed fully loaded maximum hourly rates that include overtime, travel, per diem, fringe benefits, fuel, and any other overhead costs for registrant personnel, as well as subcontractor personnel if appropriate.	
3	No charges will be made for travel or delivery to and from the registrant’s principal place of business to the worksite.	
4	Mobilization, demobilization and any moving costs from one MD of Lesser Slave River (MD) project to another MD project will be paid for by the MD, if applicable.	
5	MD staff who engage registrants shall engage registrants on the basis of value. Value (economy) means the lowest cost to the engagement (i.e. hourly rates and mobilization/demobilization costs), time factors (i.e. availability or the history of whether past performance on site was efficient), and quality of work (i.e. safety issues, people issues, workmanship issues, etc.).	
6	Trades services, capable equipment vendors and/or equipment contractors seeking to be registrants shall provide proof of Workers Compensation Board (WCB) coverage, insurance, and safety certification.	
7	Following each engagement, the registrant providing services will be rated upon their performance with respect to time, quality, cost, health, and safety elements. This affects future prioritization for the registrant, so it is in their best interest to be efficient and effective.	
8	Regarding safety certification, registrants must have a valid Certificate of Recognition (COR), a valid Temporary Letter of Certification (TLC), or a Certificate of Recognition Equivalency Letter (COREL) for out of province bidders, as issued by the Alberta Construction Safety Association, or another certifying partner authorized by the Alberta Ministry of Labour, to issue CORs, TLCs or CORELs. The COR, TLC or COREL must be relevant to the work. A Small Employer Certificate of Recognition (SECOR) is acceptable for the registry.	
9	Registrants agree to follow and participate in all of the MD’s safety programs and policy including but not limited to tailgate meetings, field level hazard assessments and incident reporting.	
10	Registrants are expected to provide skilled, well trained employees and operators. Proof of competency (drivers abstract, trades certificate, training certificate, etc.) may be requested at the time of hiring. The MD reserves the right to refuse individual employees of the registrant if they have not performed efficiently, effectively and safely, or interacted in a satisfactory manner on a past engagement with the MD.	
11	Registrants are expected to supply equipment in good working order and shall maintain it in good condition during this Agreement. The MD reserves the right to refuse equipment that is not in good working order and safe condition.	

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlslr.ca www.MDLSR.ca



PROPOSAL AUTHORIZATION

I (We), the undersigned, having examined the terms and conditions of the Vendor & Equipment Registration Package, agree to supply the listed Vendor, including qualified operators at the hourly rates contained, within the submitted unit price schedule.

DOCUMENTATION CHECKLIST

- Signed proposal
- Applicable rate schedule completed
- COR/SECOR (if applicable)
- Section B: Terms and Conditions is initialed

Name of Company: _____ Date (m/d/y): _____

Authorized Representative: _____ Signature: _____

Is the listed Vendor available for emergency/disaster services: yes no

FOR OFFICE USE ONLY

Date (m/d/y): _____ Received by: _____

Documents attached: yes no

This personal information is being collected in accordance with section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act*. This information will form part of a file that is publicly available on request. If you have any questions about the collection, use or disclosure of this personal information, please contact the Municipal District of Lesser Slave River FOIP Coordinator at the address below.

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0
T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlsr.ca www.MDLSR.ca



CONTRACT AGREEMENT FORM
PRO- _____

THIS AGREEMENT dated this _____ day of _____, A.D. 20 _____

BETWEEN:

MD OF LESSER SLAVE RIVER NO.124 of

Box 722, 3000, 15 Avenue SE

Slave Lake, Alberta T0G 2A0

(hereinafter referred to as the "MD")

- AND -

CONTRACTOR NAME

of

(hereinafter referred to as the "Contractor")

THE MD AND CONTRACTOR AGREE AS FOLLOWS

The MD will pay the Contractor for the provision of services (the "Work") as more particularly described in the tender document issued on (m/d/y): _____ attached as Schedule "A".

The Contractor agrees to perform the Work under this Agreement a sum not to exceed \$ _____ exclusive of GST, at the rates and on the terms more particularly set out in the Contractor submitted Quote/Bid attached as Schedule "B".

The Contractor will commence work on (m/d/y): _____ and will complete the work no later than (m/d/y): _____ (the "Completion Date").

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlsr.ca www.MDLSR.ca



I/We understand and agree to the foregoing and the attached Conditions and Special Provisions, which form part of this Agreement.

Date (m/d/y): _____

Contractor: _____ Signature: _____

Name of Witness: _____ Signature: _____

This Agreement is hereby accepted and approved on behalf of the MD of Lesser Slave River No.124.

Date (m/d/y): _____

Expenditure Officer: _____ Signature: _____

Name of Witness: _____ Signature: _____

CONDITIONS AND SPECIAL PROVISIONS

1. This Agreement shall not come into effect until signed by both parties.
2. The Contractor is an independent contractor and shall not for any purpose be a servant, employee, or agent of the MD of Lesser Slave River.
3. The Contractor warrants that it has no pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Contractor's obligations to the MD. Should such an interest be acquired, the Contractor shall declare it immediately to the MD. The MD will upon receipt of the declaration take whatever action the Chief Administrative Officer deems appropriate.
4. The MD agrees to pay the Contractor for providing the services at the quoted lump sum or at the quoted rates set out above in the Agreement, up to the upset fee if applicable, upon submission of an appropriate invoice and subject always to the approval of the MD. Payment shall be subject to all applicable legislation, including without limitation the holdback requirements of the *Builder's Lien Act*.
5. The MD shall not under any circumstances be obligated to pay to the Contractor any amount exceeding the sum set out above unless prior written authorization has been obtained by the Contractor from the MD. Without limiting the

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlsr.ca www.MDLSR.ca



generality of the foregoing, no payment shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, unless due to the MD's willful act or negligence.

6. The MD and the Contractor, by Agreement in writing, may from time to time alter, add to or deduct from the scope of the Services, and in such cases only, the costs and time for completion shall be adjusted accordingly.
7. The Contractor agrees to provide skilled, well trained and experienced employees.
8. The services of the Contractor shall be performed to the specifications and satisfaction of the MD.
9. The MD may terminate this Agreement by giving notice in writing which is delivered to the address for the Contractor set out above, if the Contractor:
 - in the opinion of the MD, fails to complete the Work or any portion thereof within the time limited by the Agreement for such completion, or
 - becomes insolvent or commits an act of bankruptcy, or
 - abandons the Work, or
 - assigns its interest in this Agreement without the required written consent, or
 - fails to observe or perform any of the provisions of this Agreement, or
 - has any conflict of interest which may, in the opinion of the MD, have an adverse effect on the Work.
10. Notwithstanding the foregoing, the MD may terminate this Agreement at its sole and unfettered discretion for its convenience upon seven (7) days written notice, delivered to the address for the Contractor set out above.
11. The Contractor, upon termination of the Agreement for any of the reasons set out in section 9 above, shall be liable for, and upon demand shall pay to the MD an amount equal to, all loss or damage suffered, both directly and indirectly by the MD as a result of the non-completion of the Work. If the Contractor fails to pay the MD for any such loss or damage on demand, the MD shall be entitled to deduct the same from any payments due and payable to the Contractor, without prejudice to the MD's right to exercise any other remedies available to the MD at common law or at equity or under any statute.
12. Subject to section 11, the MD shall, in the event of any termination of this Agreement, pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement as well as all reasonable fees incurred up to the date of termination. The MD shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or for loss of business opportunity or for any other losses suffered whatsoever, either directly or indirectly, by the Contractor as a result of the termination of this Agreement.
13. This Agreement may be amended by mutual agreement of both parties in writing.
14. This Agreement shall not be assigned or sub-contracted (except for any sub-contractors specifically set forth above) without first obtaining the written consent of the MD. Any assignment or sub-contracting permitted by the MD shall not relieve the Contractor of any obligations set out herein, and Contractor shall remain fully liable for the actions of any sub-contractors performing the Work.
15. The MD may in its sole discretion delegate any duties, powers and functions relating to the provisions of this Agreement to any employee or employees of the MD.

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlsr.ca www.MDLSR.ca



16. The MD shall not be liable nor responsible for any bodily or personal injury or property damage of an nature whatsoever may that be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.
17. The Contractor shall indemnify and hold harmless the MD, its employees, agents and elected officials from any and all claims, demands, actions costs (including legal costs on a solicitor and own client basis) and damages whatsoever, which may arise directly or indirectly out of any act or omission of the Contractor, his employees, agents or sub-contractors, in the performance of the Work or arising from any breach of this Agreement. Such indemnification shall survive termination of this Agreement.
18. The Contractor shall, at his own expense without limiting his liabilities and obligations herein:
 - maintain Comprehensive General Liability Insurance in the amount of not less than \$5,000,000 inclusive per occurrence against bodily injury, personal injury, and property damage including loss of use of the property. Such insurance shall extend to include insurance against liability assumed under written contract on the terms sufficient to cover the indemnification clause of this Agreement, and shall include the MD of Lesser Slave River as an additional insured.
 - where such risk exists, have the Comprehensive General Liability Insurance amended to include a Broad Form Property Damage Endorsement for coverage of existing property in the Contractor's care, custody, and control.
 - where applicable, maintain an "All Risks" builder's risk, installation floater or other property policy adequate to repair or replace the work in the event of loss or damage. Where materials are being provided by the MD, the policy shall extend to cover the Contractor's legal liability for property of the MD.
 - maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.
19. The Contractor shall possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.
20. The Contractor shall familiarize himself, his staff and his sub-Contractors with the terms of the *Occupational Health and Safety Act and Regulations* thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor acknowledges that he is and assumes all of the responsibilities and duties of, the Prime Contractor as defined by the *Occupational Health and Safety Act*, and that he shall, as a condition of the Contract, comply with the *Occupational Health and Safety Act* and the regulations thereunder.
21. The Contractor is designated the Prime Contractor for the Work. As Prime Contractor, the Contractor shall, to the extent required by the *Occupational Health and Safety Act*, establish and maintain a Health and Safety system or process to ensure compliance to the Act by his sub-contractors/owner operators.
22. The Contractor shall maintain Workers' Compensation Insurance in the amount required by the Workers' Compensation Board. In the event the Contractor is performing work as defined in the Occupational Health and Safety Regulations and the Contractor is a proprietor or performs an exempt activity as defined by the Workers Compensation Board, then the Contractor shall hold and maintain Workers' Compensation Insurance personal coverage throughout the length of this Agreement.
23. The Contractor shall comply with the *Worker's Compensation Act* when the Act applies and shall upon demand by the MD deliver to the MD a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing with the Board.

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlslr.ca www.MDLSR.ca



24. The Contractor shall comply with the *Worker's Compensation Act* when the Act applies and shall upon demand by the MD deliver to the MD a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing with the Board.
25. The Contractor shall comply with:
- any Act of Legislature of the Province and of the Parliament of Canada now in force or enacted after this time and any regulation enforced from time to time under any such Acts, and
 - any by-law or resolution of any MD in the Province which the Contractor is lawfully subject to, that applies to the Contractor in respect of this Agreement.
 - All information, records, data and documents collected or generated by the Contractor under this Agreement is the property of the MD and is subject to the *Freedom of Information Protection and Privacy Act* as well as other regulatory requirements governing the management of Personal Information.
 - The Contractor shall treat all information as confidential during as well as after termination of the Agreement unless the MD gives express written permission otherwise. The Contractor shall not permit the use of any information for any purpose without prior written permission of the MD.
 - It is agreed that this written document contains the entire agreement of the parties in regard to the matters dealt with, and that no understanding or Agreements, verbal or otherwise, exist between the parties except as expressly set out.
 - The validity and interpretation of this Agreement and of each clause or part is to be governed by the laws of the Province of Alberta.
26. The Contractor shall treat all information as confidential during as well as after termination of the Agreement unless the MD gives express written permission otherwise. The Contractor shall not permit the use of any information for any purpose without prior written permission of the MD.
27. It is agreed that this written document contains the entire agreement of the parties in regard to the matters dealt with, and that no understanding or Agreements, verbal or otherwise, exist between the parties except as expressly set out.
28. The validity and interpretation of this Agreement and of each clause or part is to be governed by the laws of the Province of Alberta.

This personal information is being collected in accordance with section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act*. This information will form part of a file that is publicly available on request. If you have any questions about the collection, use or disclosure of this personal information, please contact the Municipal District of Lesser Slave River FOIP Coordinator at the address below.

Box 722, 3000 15 Avenue SE, Slave Lake, Alberta T0G 2A0

T 780.849.4888 TF 1.866.449.4888 F 780.849.4939 E operations@mdlsr.ca www.MDLSR.ca