



*Cypress County*

# **REQUEST FOR QUOTATION**

*SUPPLY AND STOCKPILE SAND 2022, 2023 & 2024*

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Quotations must be clearly marked as to the content and received at the Administration Building (Front Counter) of Cypress County, no later than **2:00 p.m. on June 2, 2022.**

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**Inquiries:**

Ken Jacobs, Public Works  
Operations Supervisor  
Phone: (403) 526-2888  
Fax: (403) 526-8958  
Email: [publicworks@cypress.ab.ca](mailto:publicworks@cypress.ab.ca)

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# 1. CONDITIONS FOR QUOTE SUBMISSIONS

Bidders may submit Tenders at the following location only:

CYPRESS COUNTY  
Administration Building (Front Counter)  
816 2<sup>nd</sup> Ave  
Dunmore, AB  
T1B 0K3  
Phone: (403) 526-2888

Bidders may submit quotations only up to **2:00 p.m.** local time on **June 2, 2022**.

Bidders must submit quotations on the forms issued within this document.

It shall be the Bidder's responsibility to confirm with the County that its bid has been received prior to the quote closing.

When submitting a Quotation, all pages entitled "Quotation Forms", requested submittals, and all addenda issued by CYPRESS COUNTY, must be submitted, sealed in an envelope, addressed to Public Works Department at the above noted address marked "**Supply and Stockpile Sand**" with the time and date of Tender opening clearly marked on the lower right-hand corner of the envelope.

A bidder must indicate its name and address clearly in the upper left-hand corner of the envelope so that the Quote submission can be identified.

## 2. PROJECT INQUIRIES

For information regarding this project, you may contact:

Ken Jacobs, Public Works  
Operations Supervisor  
816 2<sup>nd</sup> Ave  
Dunmore, Alberta, T1B 0K3  
Phone: (403) 526-2888 or  
Email: publicworks@cypress.ab.ca

## 3. SCOPE OF QUOTATION

The purpose of this quotation is to select a Sand contractor to supply and stockpile sand at the Cypress County Yard inside Building "0". The contractor will be required to provide a conveyor at his cost to construct the stockpile inside the building enclosure.

## 4. SUBMISSION OF QUOTATIONS

4.1 Quotations will be accepted by Cypress County until **2:00 p.m.** on **June 2, 2022**.

Cypress County  
Administration Building (Front Counter)  
816 2<sup>nd</sup> Ave  
Dunmore, AB T1B 0K3  
Attention: Public Works Department

- 4.2 One (1) copy of the Quotation must be submitted.
- 4.3 It is the bidder's sole responsibility to ensure that the quotations are received at the correct place and time. Any bid received after the stated closing time for receipt of bids will be disqualified.
- 4.4 Any bidder requesting an extension in the closing date of the quotation must notify the Public Works Department, Cypress County, of the request 48 hours in advance of the closing date shown. An extension may be granted only by the Director of Public Works for good reason.
- 4.5 All inquiries are to be directed to Ken Jacobs, Operations Supervisor, Cypress County, phone (403) 526-2888.
- 4.6 The Bidder is to ensure all requested submittals at the time of bidding are included in the quote submission package. Failure to do so, may result in disqualification.

## 5. ACCEPTANCE AND WITHDRAWALS OF QUOTATIONS

- 5.1 Quotations must be signed by the person/persons submitting the quotation.
- 5.2 Quotations may be withdrawn at any time prior to the closing time by a request in writing to the Public Works Department.
- 5.3 Quotations shall not be withdrawn after the closing time. Negligence or mistake on the part of the Bidder in preparing the quotation confers no right for withdrawal of the bid after closing time.
- 5.4 Modifications in bids will only be considered when submitted in writing in a sealed envelope clearly marked Winter Sand Supply Quotation, and providing such changes are received at the Cypress County Administration Building (front counter), prior to the scheduled closing time for receipt of bids.
- 5.5 Cypress County reserves the right at its sole option, to reject any and all Quotations, or any or all portions of a Quotation.
- 5.6 The lowest bid or any other quotation will not necessarily be accepted.
- 5.7 Cypress County reserves the right, in its sole discretion, to waive any irregularities in a quotation.

## 6. GUARANTEE

- 6.1 Prices are to be valid for a period of 30 days after the Quotation closing time to allow for evaluation of bids and award of the contract.

6.2 Pricing must be in Canadian Funds, and shall include all duties and taxes, (other than the Goods and Services Tax), including Customs duties, Excise duties, brokerage charges, and all other taxes and charges applicable with respect to the RFQ, unless otherwise specifically stipulated.

## **7. THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

7.1 All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the bidder's personal or business information where disclosure would be harmful to the bidder's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure bidders that any portion of the bidder's documents can be kept confidential under FOIP.

## **8. LAW AND FORUM OF TENDER**

8.1 The law to be applied in respect of the Quotation Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Quotation Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Quotes, bidders are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

## 9. SCOPE OF WORK:

### SUPPLY AND STOCKPILE SAND

- 9.1 Cypress County (the County) will pay the awarded Contractor the applicable unit bid price per tonne, weighed by a certified scale, for the specified bid item ordered.
- 9.2 Progress payments may be made with supporting documentation of the work completed to date from the bidder. All payments will be subject to a 10% holdback.
- 9.3 Holdback monies will be paid out 45 days after the work is satisfactorily completed and accepted by Cypress County.
- 9.4 Bidders will NOT include any amount in the bid price for Goods and Services Tax. The GST will be billed by the successful bidder as a separate item in addition to the contract amount.
- 9.5 The Agreement period will be for the Supply and Stockpiling of Sand 2022, 2023 and 2024, with an option to renew annually at an agreed upon rate, subject to mutual agreement by both parties.
- 9.6 The Contractor shall supply 5mm Manufactured Fines (Designation 5 Class 10A) Reference Standard Specification for Highway Construction, latest edition, Table 3.2.3.1. The contractor shall supply sand in accordance with Specification 3.2 Aggregate Production and Stockpiling and produce sand to the following gradation:

DESIGNATION 5 CLASS 10A

| Metric Sieve | Percent Passing |
|--------------|-----------------|
| <u>Size</u>  | <u>Size</u>     |
| 10 000       | 100             |
| 5 000        | 70 - 90         |
| 1 250        | 20 - 45         |
| 315          | 9 - 22          |
| 160          | 5 - 15          |
| 80           | 0 - 10          |

The contractor may be permitted to supply material of differing gradation characteristics providing the source and gradation will in the opinion of the County achieve the desired result.

- 9.7 The contractor is to supply a sample (2 - 5 Gallon Pails) of the sanding material prior to hauling to the yard for visual inspection as well provide production sieve analysis test to confirm the material meets specification. Cypress County reserves the right to perform quality assurance testing as it deems necessary at no cost to the contractor once delivered to the yard. If Cypress County deems that the material does not meet specifications it reserves the right to reject the said material.
- 9.8 Cypress County requires delivery of Sand as specified at the Public Works Yard Building "O" 737 2<sup>nd</sup> Avenue, Dunmore, Alberta which includes stacking in the sand shed.



9.9 Inspection by Cypress County of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements.

**9.10 The bidder is required to provide certified true copies of proof in the submission package that they:**

- **maintain Automobile Liability Insurance in an amount not less than \$2,000,000 on all vehicles owned, operated, or licensed in the name of the Operator**
- **maintain General Liability Insurance in an amount not less than \$5,000,000**
- **maintain a Safety Manual in compliance with Occupational Health and Safety legislation (COR, or equivalent)**
- **WCB Letter of Account in Good Standing**

9.11 Any cost incurred by the bidder in the preparation or submission of documents pertaining to the RFQ will be borne solely by the bidder. By submitting a Quotation, the bidder agrees that it will not claim damages, for whatever reason, relating to the RFQ or in respect of the competitive process.

9.12 No work shall be performed until the Agreement has been executed by both parties.

## 10. QUOTATION FORM

### 10.1 SUPPLY AND STOCKPILE SAND 2022, 2023 & 2024

| Description  | Estimated Quantities | Unit  | Unit Price | Total    |
|--|----------------------|-------|------------|----------|
| 2022 Supply and Stockpile Sand Designation 5 Class 10A   | 4,500                | tonne | \$ _____   | \$ _____ |
| 2023 Supply and Stockpile Sand – Designation 5 Class 10A | 4,500                | tonne | \$ _____   | \$ _____ |
| 2024 Supply and Stockpile Sand – Designation 5 Class 10A | 4,500                | tonne | \$ _____   | \$ _____ |
| <b>Grand Total (Excluding GST)</b>                       |                      |       |            | \$ _____ |

\*Quantities shown are estimates only, based on the previous year's usage and anticipated requirements during the term of this Request for Quotation, and should not be construed as firm order quantities. Those quantities will, however, be used in determining the bid price for the purpose of RFQ award.

\*Material Specification refer to Alberta Transportation Standard Specification for Highway Construction (latest edition) Table 3.2.3.1.

\*Material to be delivered and stockpiled prior to August 31<sup>st</sup> in 2022, 2023 and 2024.

### 10.2 STATEMENT OF SOURCE OF SAND SUPPLY

We propose to employ in this work, if awarded the contract, construction material from the following source(s):

| GRAVEL TYPE             | SOURCE / SUPPLIER | ADDRESS / LOCATION |
|-------------------------|-------------------|--------------------|
| Designation 5 Class 10A |                   |                    |

10.3 Proposed Stockpile Conveyer Belt Length: \_\_\_\_\_

## 10.4 CONTRACTOR'S BID SUBMISSION CHECKLIST

The following items have been included in the quotation package submission:

1. Quotation Form \_\_\_\_\_ initial
2. Declaration Signatures \_\_\_\_\_ initial
3. Certified true copies of Automobile Liability Insurance \$2,000,000 \_\_\_\_\_ initial
4. Certified true copies of General Liability Insurance \$5,000,000 \_\_\_\_\_ initial
5. Safety Manual (COR, or equivalent) \_\_\_\_\_ initial
6. WCB Letter of Account in Good Standing \_\_\_\_\_ initial

## 11. DECLARATIONS

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in the proposed Contract for which this quotation is made;
- (c) we hereby acknowledge and confirm that the County has the right to accept any quotations or to reject any or all quotations in accordance with the Instructions;
- (d) This quotation is open to acceptance for a period of thirty (30) days from the date of Closing.

## 12. SIGNATURES:

Signed, sealed, and submitted for and on behalf of:

**Company:**

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Street Address or Postal Box Number)*

\_\_\_\_\_

*(City, Province & Postal Code)*

**Signature:**

\_\_\_\_\_

**Name & Title:**

\_\_\_\_\_

*(Please Print or Type)*

**Witness:**

\_\_\_\_\_

**Dated at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_.

# 13. AGREEMENT

## MEMORANDUM OF AGREEMENT

Made this \_\_\_\_ Day of \_\_\_\_\_ 2022.

**BETWEEN:**

**CYPRESS COUNTY**

(Hereinafter referred to as the "County")

**AND:**

\_\_\_\_\_  
(Hereinafter referred to as the "Contractor")

### **SUPPLY AND STOCKPILE SAND 2022, 2023 & 2024**

**WHEREAS** the County requires supply and delivery of winter sand.

**AND WHEREAS** the Contractor has submitted a quotation to perform the required supply and delivery of winter sand.

**NOW THEREFORE** the County and the Contractor agree to the considerations, mutual terms, covenants, and conditions as set forth in the attached "Request for Quotation" document submitted by the Contractor to the County.

**IN WITNESS WHEREOF** the parties hereto have hereunder set their respective hands the day and year written.

**Contractor:**

\_\_\_\_\_  
(Signature)

**Witness:**

\_\_\_\_\_  
(Signature)

**Cypress County:**

\_\_\_\_\_  
(Signature)

**Witness:**

\_\_\_\_\_  
(Signature)

**Tarolyn Aaserud, CAO:**

\_\_\_\_\_  
(Signature)

**Witness:**

\_\_\_\_\_  
(Signature)