



Cypress County

REQUEST FOR QUOTATION

ROADSIDE MOWING – 2023, 2024, 2025
Contract 3

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Proposals must be clearly marked as to the content and received at the office of Public Works Department, Cypress County, no later than **2:00 p.m. on April 12, 2023.**

Inquiries:

Public Works Department
Phone: (403) 526-2888
Fax: (403) 526-8958
Email: publicworks@cypress.ab.ca

1. SCOPE OF QUOTATION

- 1.1 The purpose of this quotation is to select a Contractor for the Maintenance of Cypress County's Roadside Mowing program.
- 1.2 The bidder shall provide a per kilometre of road price for the roadside mowing of both road shoulders.
- 1.3 The successful bidder must examine the site of the work before submitting a bid and satisfy themselves as to the nature and location of the work, local conditions, soil structures and topography at the site of the work, the nature and quality of materials to be used, the equipment and facilities needed primarily to and during the performance of the work, and all other matters which can in any way effect the work under this contract. The Bidder is fully responsible for obtaining all information required for the preparation of the RFQ and for the execution of the work. The Bidder is not entitled to rely on any data or information included in the RFQ as to site conditions.
- 1.4 The successful bidder is required to supply all necessary tools, equipment, transportation, fuel, etc., necessary to fully perform the mowing maintenance Program. A list of equipment to be used for the mowing maintenance is to be provided with the quotation showing the make, model, and age of equipment on the attached "Proposed Equipment" form.

2. SUBMISSION OF PROPOSALS

- 2.1 Quotations will be accepted by the Public Works Department until **2:00 p.m. on April 12, 2023**. Quotations will be addressed as follows and be clearly marked "Roadside Mowing Contract 3":

**Cypress County
816 - 2nd Avenue
Dunmore, AB T1B 0K3
Attention: Public Works Department**

- 2.2 One (1) copy of the Quotation must be submitted.
- 2.3 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.
- 2.4 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.
- 2.5 All inquiries are to be directed to Public Works Department, Cypress County, phone (403) 526-2888 or emailed to publicworks@cypress.ab.ca.

3. ACCEPTANCE AND WITHDRAWALS OF QUOTATIONS

- 3.1 Quotations must be signed by the person/persons submitting the quotation.
- 3.2 Quotations may be withdrawn at any time prior to the closing time by a request in writing to the Public Works Department.

- 3.3 Quotations shall not be withdrawn after the closing time. Negligence or mistakes on the part of the Bidder in preparing the quotation confers no right for withdrawal of the bid after closing time.
- 3.4 Modifications in bids will only be considered when submitted in writing in a sealed envelope clearly marked with the quotation name, and providing such changes are received at the office of the Public Works Department, prior to the scheduled closing time for receipt of bids.
- 3.5 Cypress County reserves the right at its sole option, to reject any and all Quotations, or any or all portions of a Quotation.
- 3.6 The lowest bid or any other quotation will not necessarily be accepted.
- 3.7 Cypress County reserves the right, in its sole discretion, to waive any irregularities in a quotation.

4. GUARANTEE

- 4.1 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.
- 4.2 Prices should include mileage and remote locations should be scheduled together to maximize mileage efficiency.

5. THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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.

6. PROPOSAL EVALUATION CRITERIA

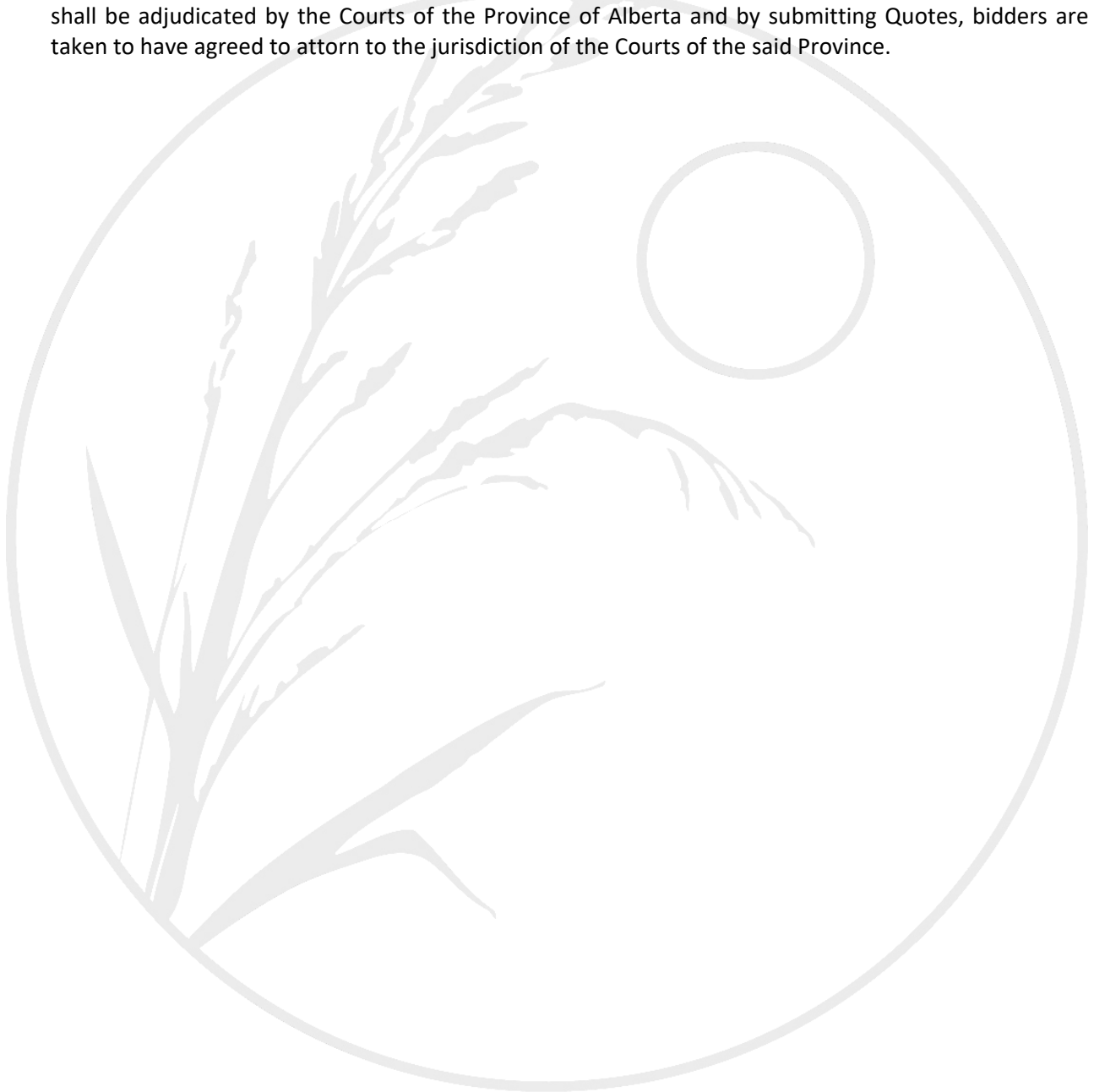
- 6.1 Each proposal will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criterion as listed below. By submitting a proposal, the bidder acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 6.2 By submitting its proposal, each bidder acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criterion are as follows:

1. Price	60 points
2. Familiarity with mowing maintenance of Cypress County	40 points
Total Points	100 Points

- 6.3 For the successful bidder, a performance bond or certified cheque in the amount of twenty percent (20%) of the highest total bid year price will be required for performance security for the life of the contract.

7. LAW AND FORUM OF QUOTATION

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.

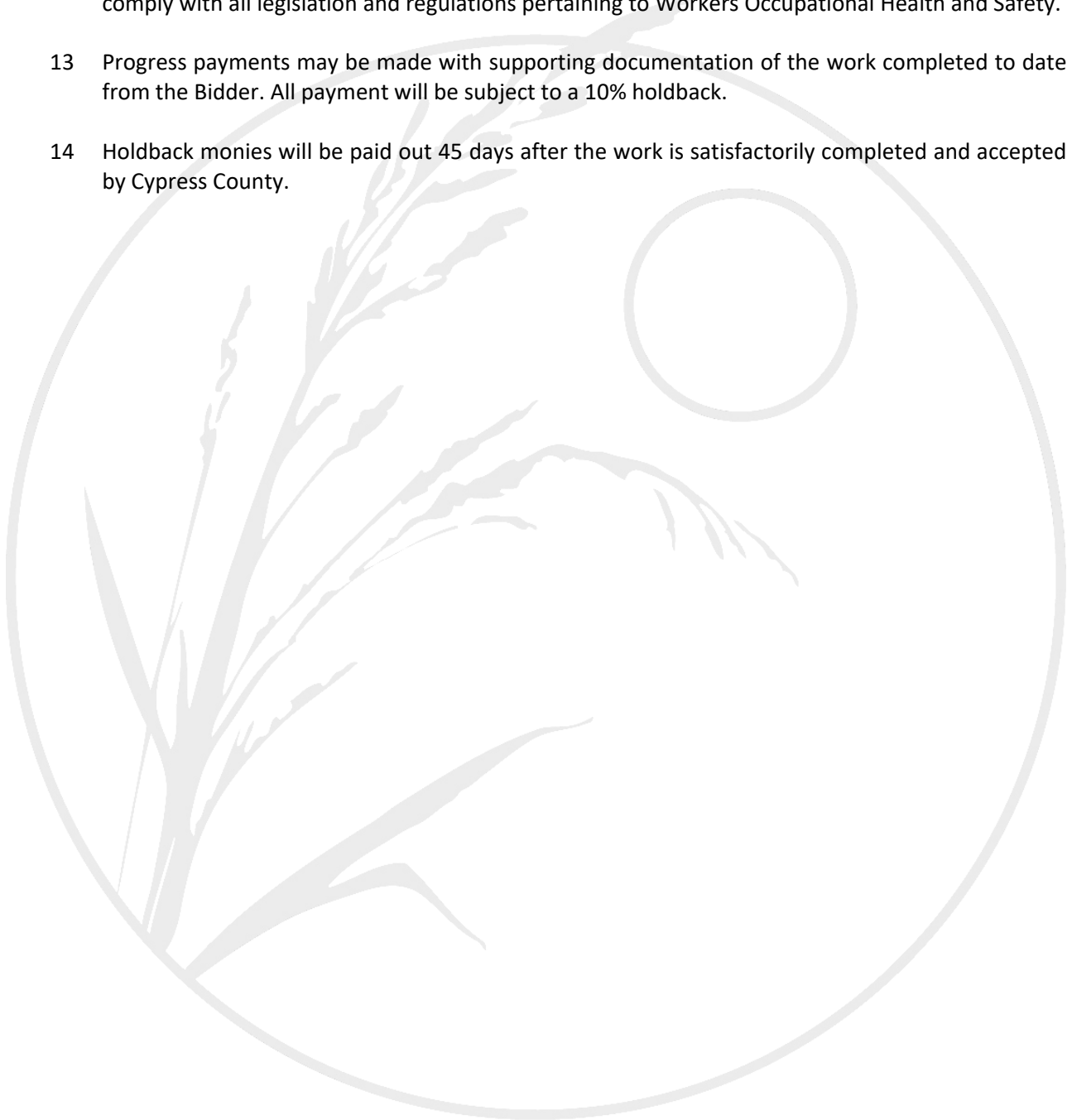


ROADSIDE MOWING

- 1 The Agreement period will be for the summers of 2023, 2024, 2025 with an option to renew at the end of summer 2025 subject to mutual consent.
- 2 The successful bidder must be capable of fulfilling the role of “Prime Contractor”.
- 3 The scope of work required is as described in the items listed below:
 - 3.1 The successful bidder is to ensure two cuttings. The cuts to commence at the beginning of June and the middle of August, within one (1) week of being instructed to do so by Cypress County. However, no work shall commence without the approval or direction of the Public Works Director or his representative.
 - 3.2 Each cutting is based on cost per kilometre of road (both sides) per round of cutting.
 - 3.3 The Contractor is responsible for providing fire protection at all times. A minimum of 760 litres (200 gallons) of water will consistently be readily available while work is being performed. Contractor and staff will be required to attend Grassland Wildfire Safety training, which Cypress County will provide.
 - 3.4 Kilometers involved in carrying out the work as indicated in Schedule A.
 - 3.5 Payment for work carried out in a Unit Price basis will be made based on per kilometer quantities as determined by Cypress County at the Unit Price set forth by the Bidder in Schedule A.
 - 3.6 No claim will be made because of any loss of anticipated profits, for delays in the completion of work, or any portion of the work, or for any other matter of thing arising from or related, directly or indirectly, to any variation between estimated quantities set forth in this RFQ and the actual quantities as determined by Cypress County.
 - 3.7 If the work is suspended due to dry windy conditions or a Fire Ban is implemented, the Bidder will be compensated for only the actual amount of completed kilometers.
- 4 The bidder is required to provide certified true copies of proof, at their expense, in the submission package that they:
 - 4.1 Possess a health and safety policy and program that meets minimum standards set out in provincial Occupational Health and Safety legislation (preference may be given to those in possession of COR).
 - 4.2 Maintain in good standing a Worker’s Compensation Account.
 - 4.3 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.

- 4.4 Maintain General Liability Insurance in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include a blanket written contractual liability, products, and completed operations liability, and employees as additional insureds.
- 5 Prior to signing an Agreement for mowing, the successful bidder will be required to meet with the County or their representative(s) to discuss the bidder's previous experience and qualifications to perform all phases of the required work. Inability to provide any portion of the required work may result in the rejection of the quotation.
- 6 The successful bidder shall indemnify and hold harmless the County, their employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the successful bidder, his employees, or agents, in the performance by the successful bidder of this Agreement.
- 6.1 Such indemnification shall survive termination of this Agreement.
- 6.2 Cypress County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the successful bidder, his employees or agents in the performance of this Agreement.
- 7 The insurance required herein shall be with an insurer licensed to do business in Alberta and shall be maintained in full force and effect for the duration of the Agreement and any extension thereof.
- 8 No work shall be performed until the Agreement has been executed by both parties thereto, a Worker's Compensation Account in good standing, and Certificate of Liability Insurance has been accepted and filed by Cypress County.
- 9 The successful bidder shall be responsible for providing insurance against loss of, or damage to their equipment. Cypress County, in the absence of its negligence, is not responsible for any loss of or damage to equipment.
- 10 The agreement may be terminated by Cypress County at any time, with or without cause, by giving thirty (30) days written notice to the Contractor:
- 10.1 Cypress County or their representative shall have the right to terminate the Agreement without penalty.
- 10.2 Upon the termination of the Agreement the successful bidder shall not perform any further work in connection with the Agreement except so far as is necessary to advise Cypress County or their representative of work completed to the date of termination.
- 10.3 Notwithstanding any termination of the Agreement, in such cases all rights and obligations pursuant to the Agreement of both the successful bidder and Cypress County or their representatives that have accrued to the date of termination shall remain in full force and effect.

- 11 The successful bidder will not cede or assign any of his duties, obligations or benefits under the Agreement without the prior written approval of Cypress County. Such approval however shall in no way relieve the successful bidder of any responsibilities under the Agreement.
- 12 The successful bidder, as a condition of this Agreement, will be considered as an Independent Contractor. The Contractor will be required to maintain Worker's Compensation Insurance and comply with all legislation and regulations pertaining to Workers Occupational Health and Safety.
- 13 Progress payments may be made with supporting documentation of the work completed to date from the Bidder. All payment will be subject to a 10% holdback.
- 14 Holdback monies will be paid out 45 days after the work is satisfactorily completed and accepted by Cypress County.



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CONTRACT 3 – ROADSIDE MOWING (2023, 2024, 2025)

*Please note: 1 Km of Road = 2 Km of Road Shoulder
Total 673.7 Km*

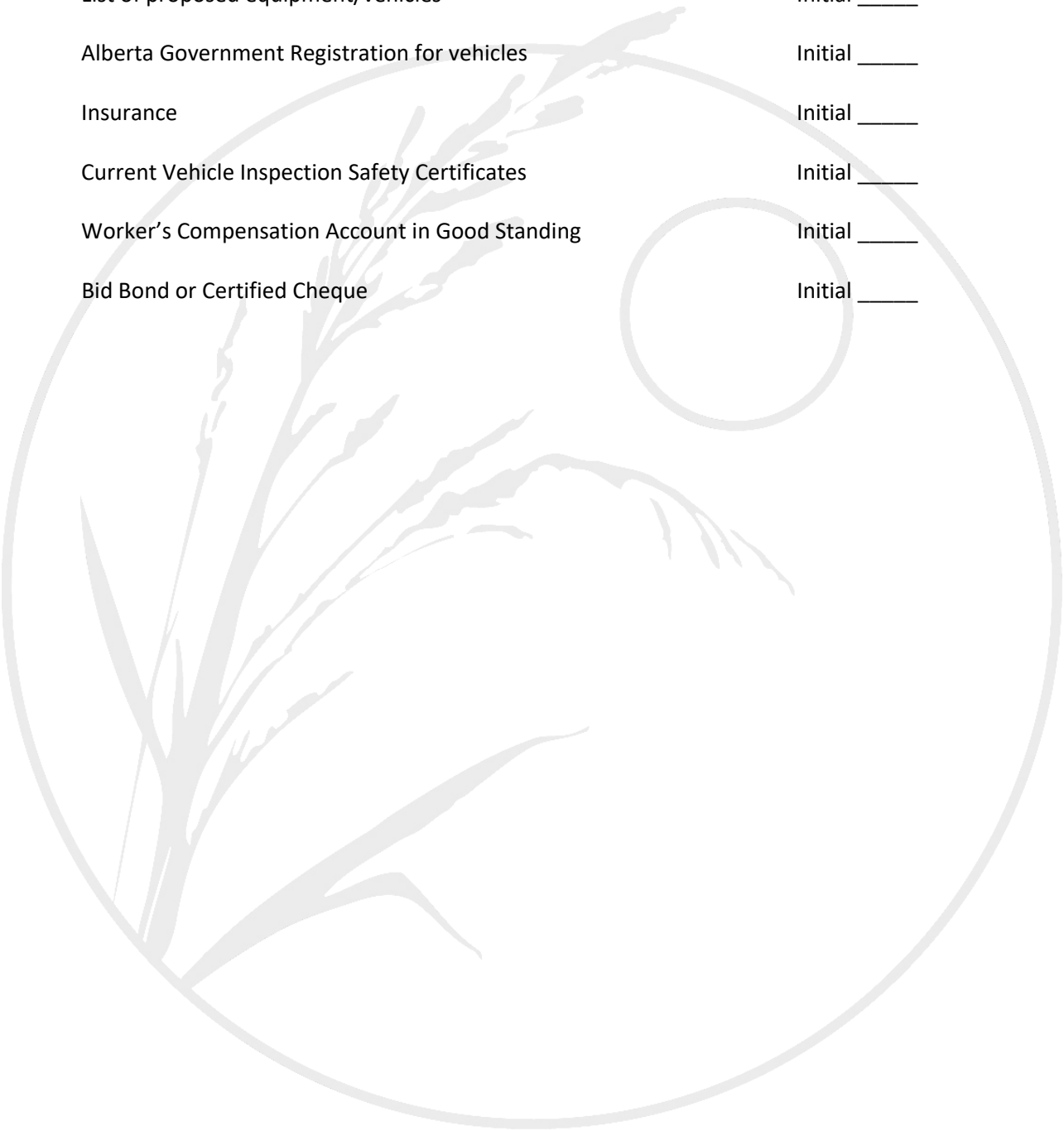
<i>Bid Item</i>	<i>Year</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit Price Per Km</i>	<i>Total Bid</i>
1.1	2023	Contract 3	673.7 Km	\$	\$
1.2	2024	Contract 3	673.7 Km	\$	\$
1.3	2025	Contract 3	673.7 Km	\$	\$

Please be advised that the bid price on each task may be considered individually and Cypress County reserves the right to decide which services will be contracted out.

APPENDICES TO QUOTATION FORM

The information required by the Instructions to Bidders is to be provided and attached as it forms an integral part of this Quotation:

- List of proposed equipment/vehicles Initial _____
- Alberta Government Registration for vehicles Initial _____
- Insurance Initial _____
- Current Vehicle Inspection Safety Certificates Initial _____
- Worker’s Compensation Account in Good Standing Initial _____
- Bid Bond or Certified Cheque Initial _____



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.

SIGNATURES

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

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Telephone)

Signature:

Name & Title:

(Please Print or Type)

Witness:

Dated at _____ this _____ day of _____, 20 _____

MEMORANDUM OF AGREEMENT

Made this ____ Day of _____ 20__.

BETWEEN:

CYPRESS COUNTY

(Hereinafter referred to as the "County")

AND:

(Hereinafter referred to as the "Contractor")

ROADSIDE MOWING – 2023, 2024, 2025

WHEREAS the County requires maintenance services performed in the above.

AND WHEREAS the Contractor has submitted a quotation to perform the required maintenance services.

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)

CAO: _____
(Signature)

Witness: _____
(Signature)

PRIME CONTRACTOR

Cypress County hereby designates:

(Company)

to be the prime contractor. The prime contractor will be responsible to ensure compliance with the Occupational Health & Safety Regulations & Codes on the agreed upon worksite, while contracted by Cypress County. Failure to perform the duties associated with Prime Contractor status may result in the immediate termination of the agreement.

Printed Name of Contractor

Date

Contractor Signature

Cypress County Representative Signature

CAO

SCHEDULE A - MOWING CONTRACT 3 – MAP

MOWING ROADSIDE - KILOMETRES AND COSTS

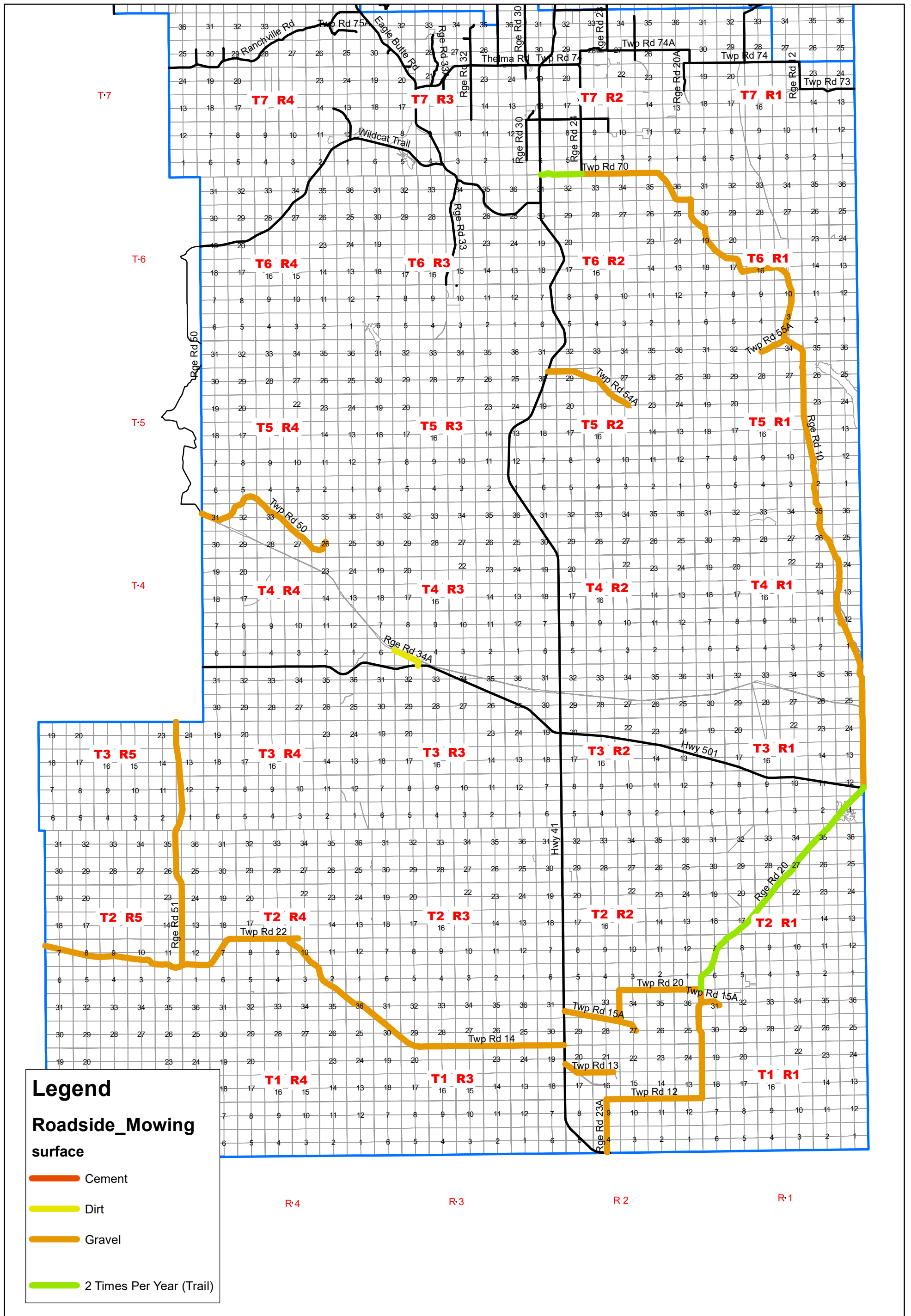
Mowing Contract 3 Roads	Distance		Area			Total \$
Mowing Contract 3 - Area 1						
Rge Rd 51 between Twp Rds 21 & 34	14.4	Km	1		/Km	
Twp Rd 14 between Hwy 41 & Rge Rd 60	33.6	Km	1		/Km	
Twp Rd 13 east of Hwy 41	3.4	Km	1		/Km	
Rge Rd 23A south of Twp Rd 12	3.2	Km	1		/Km	
Twp Rd 12 between Rge Rd 20 & 23A	5.6	Km	1		/Km	
Rge Rd 20 between Twp Rd 12 & 20	6.4	Km	1		/Km	
Twp Rd 15A east of Rge Rd 20 (Hydlauff)	1.6	Km	1		/Km	
Twp Rd 20 between Rge Rd 20 & 23	4.8	Km	1		/Km	
Rge Rd 23 between Twp Rd 20 & 15A	1.8	Km	1		/Km	
Twp Rd 15A east of Hwy 41 (Q Ranch)	4.6	Km	1		/Km	
Twp Rd 50 (Carry Ranch)	10	Km	1		/Km	
Twp Rd 54A east off Hwy 41 (Flying R)	3.5	Km	1		/Km	
Twp Rd 70 & Rge Rd 10 (M-bar Rd) between Hwy 41 & Hwy 501	49	Km	1		/Km	
Rge Rd 20 between Twp Rd 20 & Hwy 501	12	Km	1		/Km	
Twp Rd 55A west of Rge Rd 10 (M-bar)	2	Km	1		/Km	
Total Km - Area 1	155.9	Km			/Km	
Mowing Contract 3 – Area 8						
Twp Rd 150 between Hwy 884 & Rge Rd 61	32	Km	8		/Km	
Rge Rd 83 north of Hwy 1	4.8	Km	8		/Km	
Rge Rd 82 north of Hwy 1	0.8	Km	8		/Km	
Rge Rd 80 north of Hwy # 1	7.2					
Rge Rd 80 south of Hwy 1	1.6	Km	8		/Km	
Rge Rd 75 north of Hwy 1	4.8	Km	8		/Km	
Twp Rd 144 between Rge Rd 73 & 80	4.8	Km	8		/Km	
Rge Rd 73 between Hwy 1 & Twp Rd 144	7.2	Km	8		/Km	
Twp Rd 141 west of Rge Rd 73	1.2	Km	8		/Km	
Twp Rd 142 between Rge Rd 70 & 73	4.8	Km	8		/Km	
Rge Rd 71 north of Twp Rd 142	1.6	Km	8		/Km	
Rge Rd 71 north of Hwy 1	1.2	Km	8		/Km	
Rge Rd 70 between Hwy 1 & Twp Rd 144	12	Km	8		/Km	
Rge Rd 65 Between Hwy 1 north to end	5.6	Km	8		/Km	
Rge Rd 64 between Hwy 1 north to end	4.8	Km	8		/Km	
Twp Rd 140 east of Rge Rd 70 to end	7.2	Km	8		/Km	
Rge Rd 63 south of Twp Rd 140	0.8	Km	8		/Km	
Box Springs Road	14.4	Km	8		/Km	
Rge Rd 61 between Twp Rd 141 & 142	1.6	Km	8		/Km	
Rge Rd 62 north of Box Springs Road	2.4	Km	8		/Km	
Twp Rd 141 east of Box Springs Road	5.6	Km	8		/Km	
Twp Rd 142A east of Box Springs Road	1.6	Km	8		/Km	
Twp Rd 144 east of Box Springs Road	6.4	Km	8		/Km	

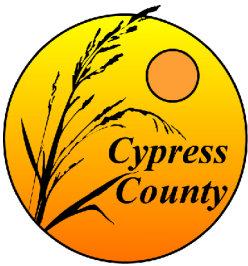
Mowing Contract 3 Roads	Distance		Area			Total \$
Rge Rd 65 between Hwy #1 & Redcliff	0.8	Km	8		/Km	
Rge Rd 65 between Hwy #1 & Redcliff	3.2	Km	8		/Km	
Rge Rd 71 between Old # 1 & Landfill	1.6	Km	8		/Km	
Old # 1 between Redcliff & Hwy # 524	4.8	Km	8		/Km	
Old # 1 west of Hwy # 524	2.4	Km	8		/Km	
Rge Rd 73 south of Hwy # 1	0.8	Km	8		/Km	
Old # 1 east of Rge Rd 75	2	Km	8		/Km	
Twp Rd 140 west of Rge Rd 75	0.8	Km	8		/Km	
Bowell between Rge Rds 75 & 80	2	Km	8		/Km	
Rge Rd 75 between Hwy # 1 & Hwy # 524	4.8	Km	8		/Km	
Rge Rd 74 north of Hwy # 524	2	Km	8		/Km	
Rge Rd 74 between Hwy # 524 & Twp Rd 132	3.2	Km	8		/Km	
Rge Rd 75 south of Hwy # 524	7.2	Km	8		/Km	
Twp Rd 130 east of Rge Rd 75	0.8	Km	8		/Km	
Rge Rd 81 south of Twp Rd 132	3.2	Km	8		/Km	
Twp Rd 132 west of Rge Rd 74	6.8	Km	8		/Km	
Total Km – Area 8	180.8	Km	8		/Km	
Mowing Contract 3 – Area 9						
Rge Rd 90 South of Hwy 524	1.6	Km	9		/Km	
Rge Rd 93 south of Hwy #1	12	Km	9		/Km	
Twp Rd 135 east of Rge Rd 93	0.8	Km	9		/Km	
Twp Rd 124 between Hwy # 525 & Hwy # 524	4.8	Km	9		/Km	
Rge Rd 92 South of Hwy # 524	5.6	Km	9		/Km	
Rge Rd 120 north of Hwy # 524	7.2	Km	9		/Km	
Total Km – Area 9	32	Km	9		/Km	
Mowing Contract 3 – Area 10						
Rge Rd 110 north of Hwy # 544	1.6	Km	10		/Km	
Rge Rd 105 north of Hwy # 544	3.2	Km	10		/Km	
Rge Rd 105 south of Hwy # 544	0.8	Km	10		/Km	
Rge Rd 104 between Twp Rd 202 & 203	1.6	Km	10		/Km	
Rge Rd 103 north of Hwy # 544	4.8	Km	10		/Km	
Twp Rd 202 between Rge. Rds. 105 & 103	3.2	Km	10		/Km	
Twp Rd 102 north of Hwy 544	0.8	Km	10		/Km	
Rge Rd 95 north of Hwy # 544	2.4	Km	10		/Km	
Rge Rd 92 between Twp. Rds. 195 & 203	6.4	Km	10		/Km	
Twp Rd 194 between Hwy # 884 & Rge Rd 103	9.6	Km	10		/Km	
Twp Rd 195 east of Hwy # 884	1.6	Km	10		/Km	
Twp Rd 200 between Rge. Rds. 90 & 92	3.2	Km	10		/Km	
Twp Rd 201 east of Hwy # 884	1.6	Km	10		/Km	

Mowing Contract 3 – Area 10	Distance	Km	Area		/Km	Total \$
Twp Rd 202 east of Hwy # 884	6.4	Km	10		/Km	
Twp Rd 202A east of Hwy # 884	1.6	Km	10		/Km	
Rge Rd 90 south of Twp Rd 200	0.8	Km	10		/Km	
Rge Rd 103 south of Hwy # 544	4	Km	10		/Km	
Twp Rd 193A between Rge. Rds. 103 & 104	1.6	Km	10		/Km	
Rge Rd 102 south of Hwy # 544	14.4	Km	10		/Km	
Rge Rd 101 south of Hwy # 544	3.2	Km	10		/Km	
Rge Rd 100 between Twp. Rds. 191 & 194	4.8	Km	10		/Km	
Rge Rd 94 between Twp. Rds. 191A & 194	4	Km	10		/Km	
Twp Rd 192 between Hwy # 884 & RR 102	8	Km	10		/Km	
Rge Rd 94 south of Hwy # 544	0.8	Km	10		/Km	
Twp Rd 184 between Hwy # 884 & Rge Rd 101	6.4	Km	10		/Km	
Tateson Road from Hwy #1 to Twp Rd 175	17.6	Km	10		/Km	
Twp Rd 175 between Rge. Rds. 104 & 105	1.6	Km	10		/Km	
Twp Rd 164 between Rge. Rds. 105 & 110	1.6	Km	10		/Km	
Twp Rd 172 between Rge Rd104 & Hwy # 884	11.2	Km	10		/Km	
Rge Rd 105 south of Hwy # 1	4.8	Km	10		/Km	
Rge Rd 104 south of Hwy # 1	4	Km	10		/Km	
Rge Rd 102 south of Hwy # 1	1	Km	10		/Km	
Old Hwy # 1 west of Suffield to County Bdry	14	Km	10		/Km	
Rge Rd 94 north of Hwy # 1	1.6	Km	10		/Km	
Total Km – Area 10	154.2	Km			/Km	
Mowing Contract 3 – Oiled & Paved Roads						
Rge Rd 55 north of Twp. Rd 120 to City limits	3.2	Km			/Km	
Rge Rd 60 north of Twp Rd 12 to City limits	3.6	Km			/Km	
Rge Rd 61A north of Twp Rd 120 to City limits	3.2	Km			/Km	
Black & White Trail	37.3	Km			/Km	
Eagle Butte Road	50.7	Km			/Km	
Twp Rd 132 between Rge Rd 25 & Hwy 41	16	Km				
Twp Rd 120 between Hwy # 1 & Hwy # 3	18.4	Km				
Rge Rd 43 Bowmanton Road	18.4	Km				
Total Km – Oiled & Paved Roads	150.8	Km			/Km	
Total Contract 3 Km	673.7	Km			/Km	



January 24, 2023

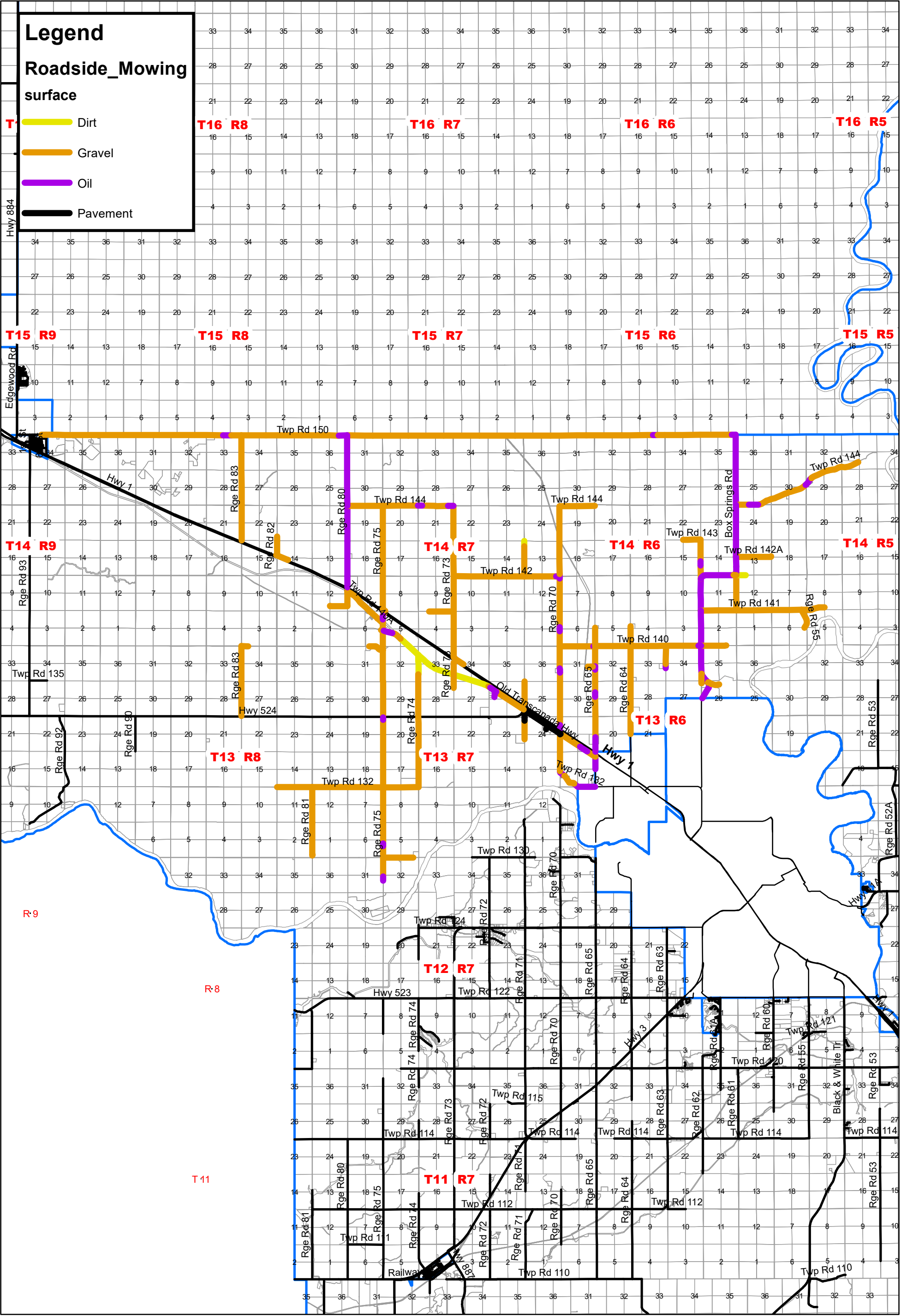




Roadside Mowing

Area 8 - Redcliff

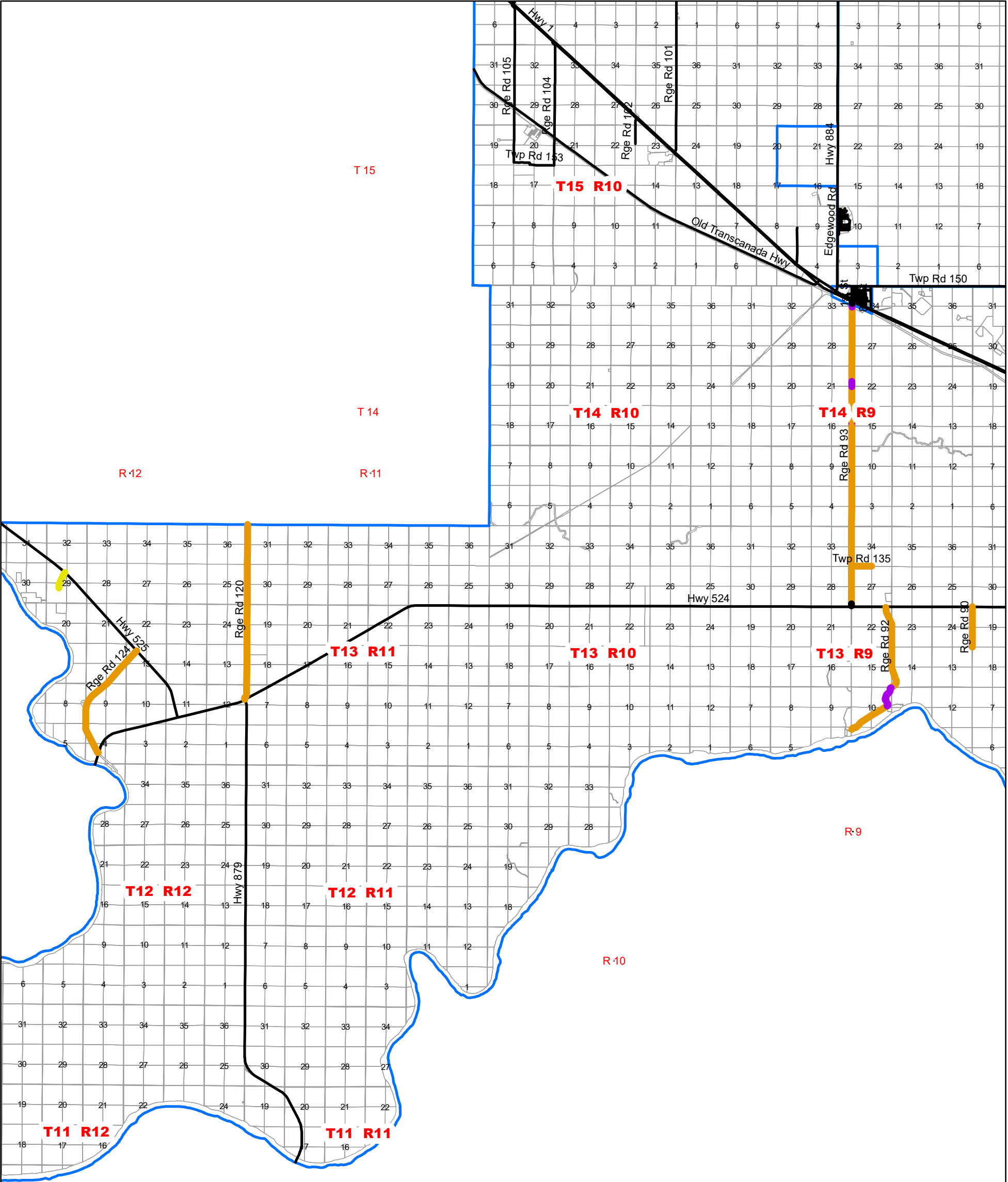
January 24, 2023





Roadside Mowing Area 9 - Bow Island

January 24, 2023



Legend

Roadside_Mowing

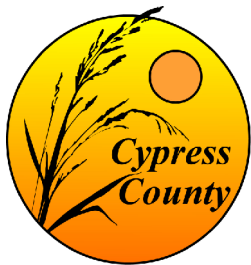
surface

Dirt

Gravel

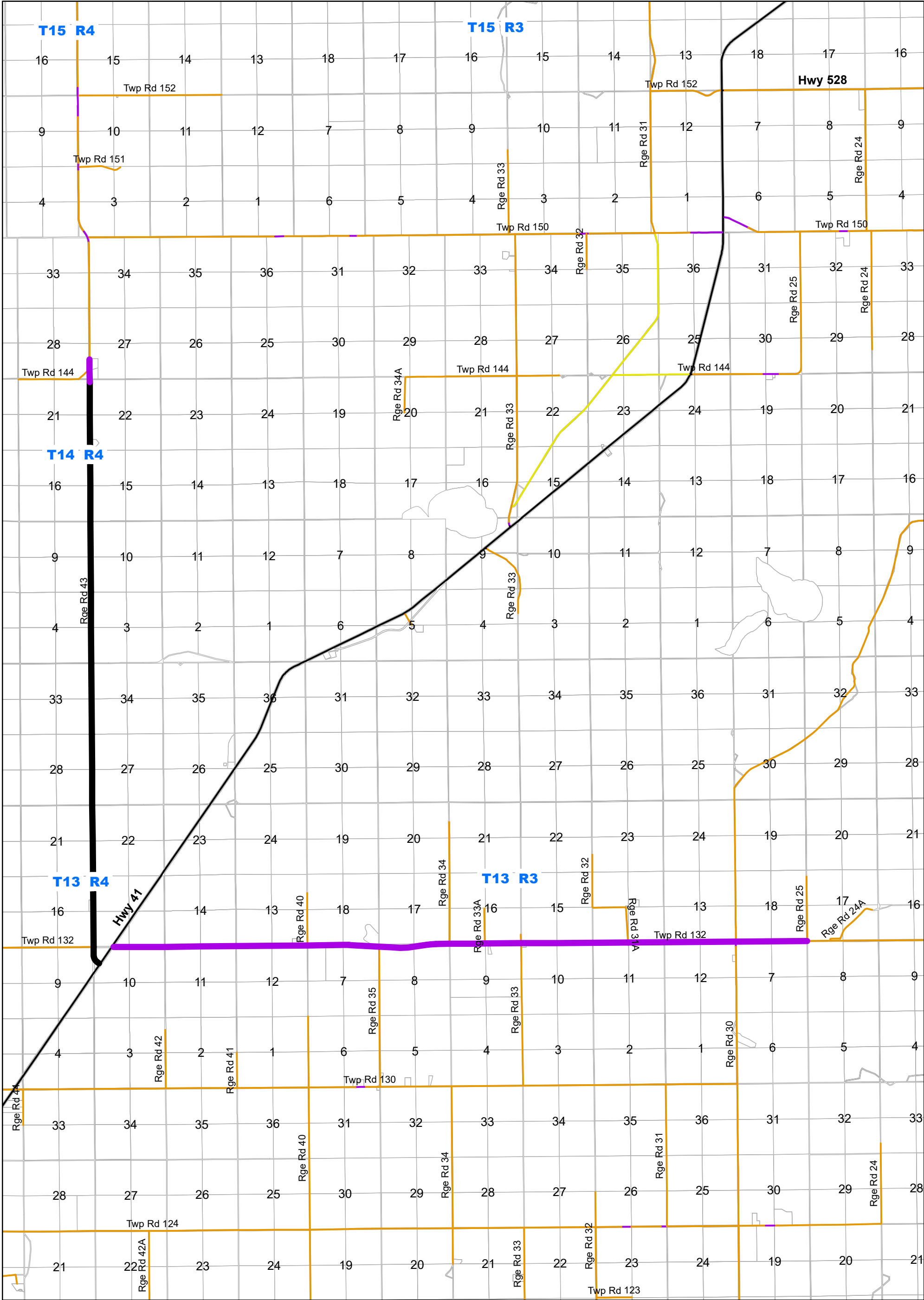
Oil

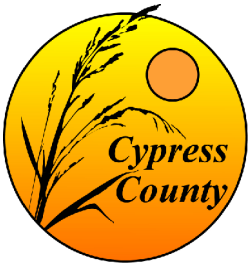
Pavement



Mowing (Oil and Paved Roads)

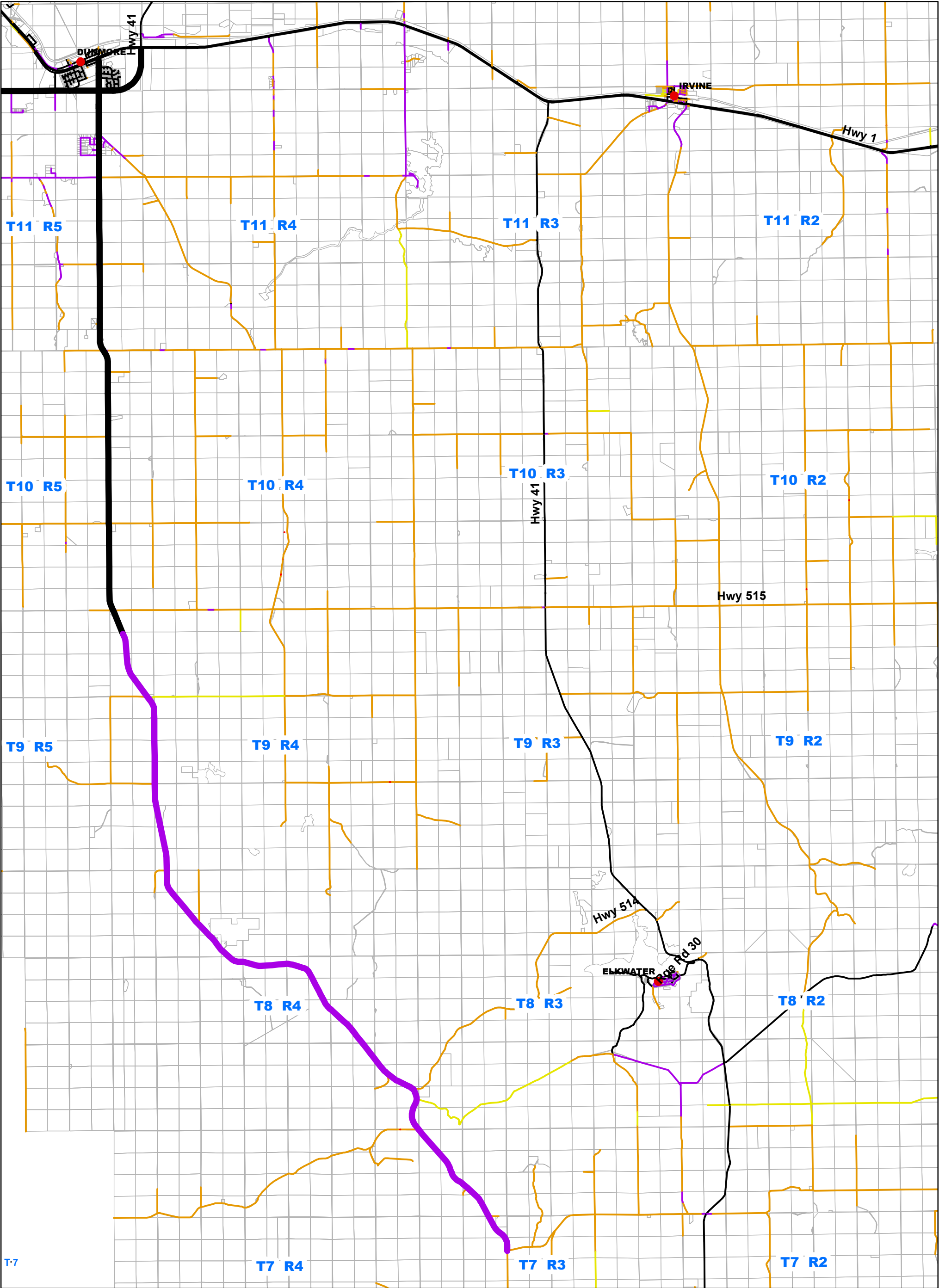
January 24, 2023

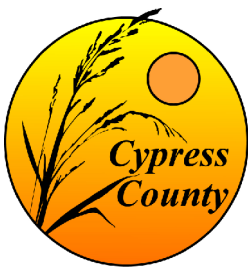




Mowing (Oil and Paved Roads)

January 24, 2023





Mowing (Oil and Paved Roads)

January 24, 2023

