



Cypress County

REQUEST FOR QUOTATION

Hamlet of Seven Persons
Summer Maintenance
2023, 2024, 2025

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<i>Schedule A – Map</i>	Error! Bookmark not defined.

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 20, 2023**. Legible faxed or e-mailed quotations will be accepted.

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 to cover the normal summer maintenance required in the Hamlet of Seven Persons.
- 1.2 The bidder shall provide a per cutting price for mowing streets, lanes, and other public property in the Hamlet.
- 1.3 The successful bidder is required to supply all necessary tools, equipment, transportation, fuel, etc., necessary to perform the normal mowing maintenance. 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 the equipment on the attached "Proposed Equipment for Hamlet Maintenance" form.
- 1.4 Minimum Equipment deemed by the County to be required:
- Heavy Duty Ride on Mower (minimum 30 hp with 72" mower) with rollover protection as per Occupational Health and Safety requirements
 - Hand Mower
 - Weed Eater
 - 10 lb. Class ABC Fire Extinguisher

2 SUBMISSION OF PROPOSALS

- 2.1 Quotations will be accepted by the Public Works Service Department until **2:00 p.m. on April 20, 2023.**

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

- 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.

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- 3.2 Quotations may be withdrawn at any time prior to the closing time by a request in writing to the Public Works Department.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 mistake 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 number, 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 proposer's personal or business information where disclosure would be harmful to the proposer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proposers 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 proposers that any portion of the proposer'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 proposer 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 proposer 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:

<i>1. Price</i>	<i>60 points</i>
<i>2. Familiarity with maintenance of the hamlet</i>	<i>40 points</i>
<i>Total Points</i>	<i>100 points</i>

7 LAW AND FORUM OF TENDER

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, proposers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

SUMMER MAINTENANCE CONTRACTOR

- 1 Cypress County (the County) will pay the awarded Contractor (Operator) after inspection of each complete cut in the Hamlet.
- 2 The Agreement period will be for the summers of 2023, 2024 and 2025 with an option to renew at the end of the summer of 2025 subject to mutual consent.
- 3 The scope of work required is as described in the items listed below:
 - 3.1 **DEFINITION:** A complete cutting shall consist of one continuous non-stop cutting of the full right-of-way width of all the hamlet streets, lanes and public properties as outlined on the attached schedule "A". This shall also include the cutting and trimming around any and all permanent obstacles, fixtures and appurtenances located therein. A summer season will require a **minimum of three (3)** complete cuttings.
 - 3.2 The successful bidder will commence and perform a complete cutting of the grass, weeds and underbrush to a standard acceptable to the County within 32 hours (or four (4) days) of being instructed to do so by the Director of Public Works, or his designate.
 - 3.3 Garbage pick up and disposal is to be at a County approved Transfer Site. The clean-up of all garbage and litter within the cutting areas shall be done as required during each cutting.
 - 3.4 When any additional, special or emergency hamlet maintenance is required by the County, the successful bidder must be able to commence the required service within 24 hours of notification by the County. Payment for same shall be as per hourly rates quoted by the contractor.
 - 3.5 The Contractor shall be required to carry and have readily available at all times, a 10 lb. Class ABC Fire Extinguisher.
 - 3.6 No work shall commence without the approval or direction of the Public Works Supervisor or his representative.
 - 3.7 Prior to signing an Agreement for maintaining the Hamlet, 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.
 - 3.8 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. Such indemnification shall survive termination of the Agreement. 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.

- 3.9 The successful bidder shall be responsible for providing insurance against loss of or damage to his equipment. Cypress County, in the absence of its negligence, is not responsible for any loss of or damage to the equipment.
- 3.10 Failure to provide the required Hamlet maintenance service satisfactory to Cypress County will result in termination of the Agreement. Cypress County or their representative(s) will determine an acceptable quality for the work. Should termination of the agreement be required, the following would be applicable:
- 3.10.1 Cypress County or their representative shall have the right to terminate the Agreement at any time without penalty upon giving the successful bidder seven (7) days written notice of such termination.
 - 3.10.2 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.
 - 3.10.3 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.
- 3.11 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.
- 3.12 The bidder understands and agrees that upon acceptance of his quotation by Cypress County and upon Cypress County's acceptance of the required Certificates of Insurance, and Agreement in accordance with the conditions and scope of work shall be constituted.
- 4 The bidder is required to provide certified true copies of proof in the submission package that they:
- 4.1 Maintain Automobile Liability Insurance in an amount not less than \$1,000,000 on all vehicles owned, operated or licensed in the name of the Operator.
 - 4.2 Maintain General Liability Insurance in an amount not less than \$2,000,000.
 - 4.3 Maintain a Safety Manual in compliance with Occupational Health and Safety legislation.
 - 4.4 Maintain in good standing a Worker's Compensation Account.

PROPOSED EQUIPMENT

Description of Unit	Model	Serial Number	Year	Size

HAMLET OF SEVEN PERSONS (2023)

PRICE PER CUTTING **WITHOUT** GST:

(WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

In the event the written bid price and the numerical bid price are not identical, the written bid price shall take precedence and shall be the bid price.

PRICE PER HOUR (for additional/special work performed)

Heavy Duty Mower 72" 30hp \$ _____ per hour

Hand Mower \$ _____ per hour

Weed Eater \$ _____ per hour

Labour \$ _____ per hour

HAMLET OF SEVEN PERSONS (2024)

PRICE PER CUTTING **WITHOUT** GST:

(WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

In the event the written bid price and the numerical bid price are not identical, the written bid price shall take precedence and shall be the bid price.

PRICE PER HOUR (for additional/special work performed)

Heavy Duty Mower 72" 30hp \$ _____ per hour

Hand Mower \$ _____ per hour

Weed Eater \$ _____ per hour

Labour \$ _____ per hour

HAMLET OF SEVEN PERSONS (2025)

PRICE PER CUTTING **WITHOUT** GST:

(WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

In the event the written bid price and the numerical bid price are not identical, the written bid price shall take precedence and shall be the bid price.

PRICE PER HOUR (for additional/special work performed)

Heavy Duty Mower 72" 30hp \$ _____ per hour

Hand Mower \$ _____ per hour

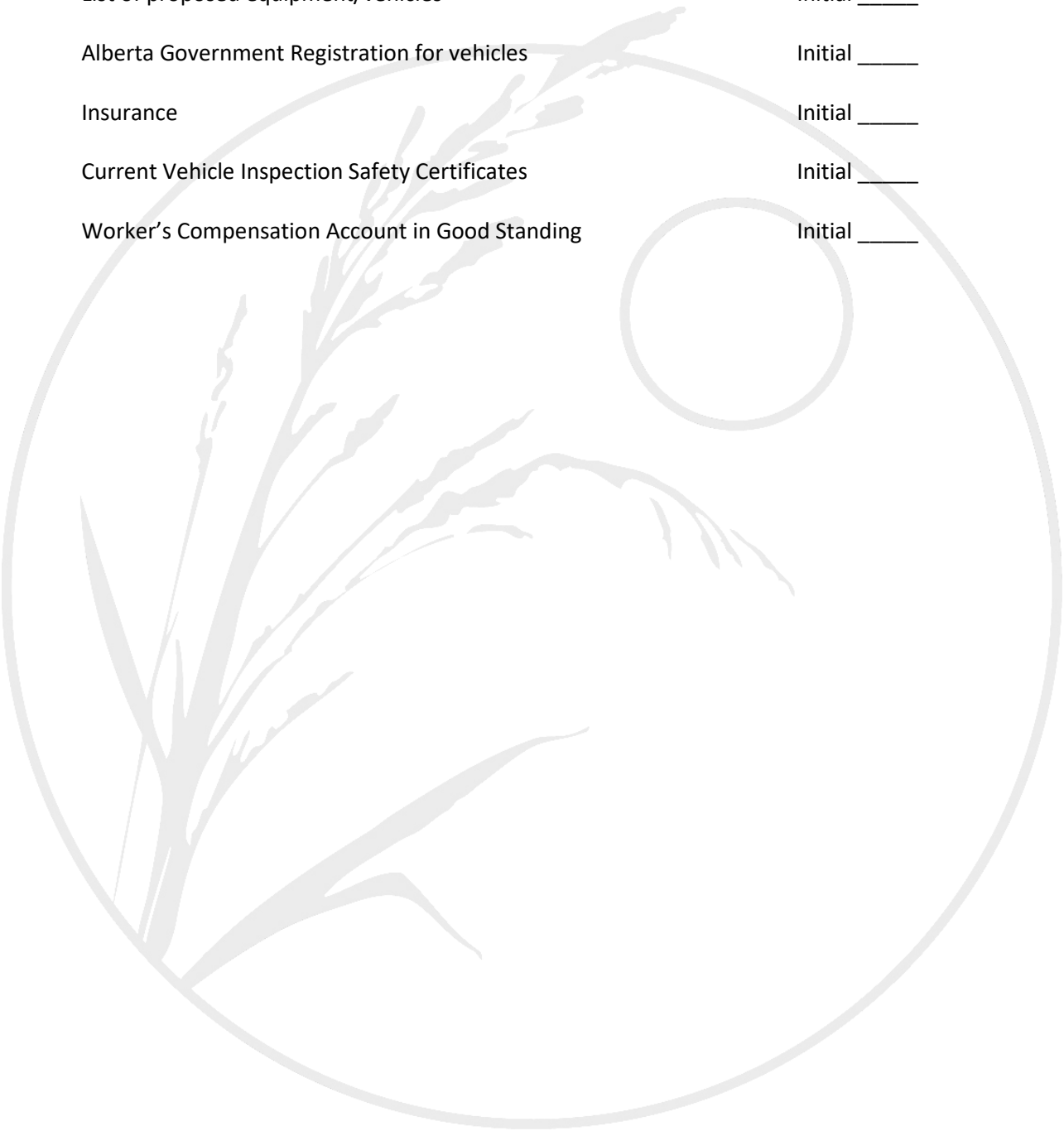
Weed Eater \$ _____ per hour

Labour \$ _____ per hour

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 _____ |



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 sixty (60) days from the date of Closing.

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")

HAMLET MAINTENANCE – SEVEN PERSONS

WHEREAS the County requires maintenance services performed in the above Hamlet.

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)

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 while contracted by Cypress County.

Printed Name of Contractor

Date

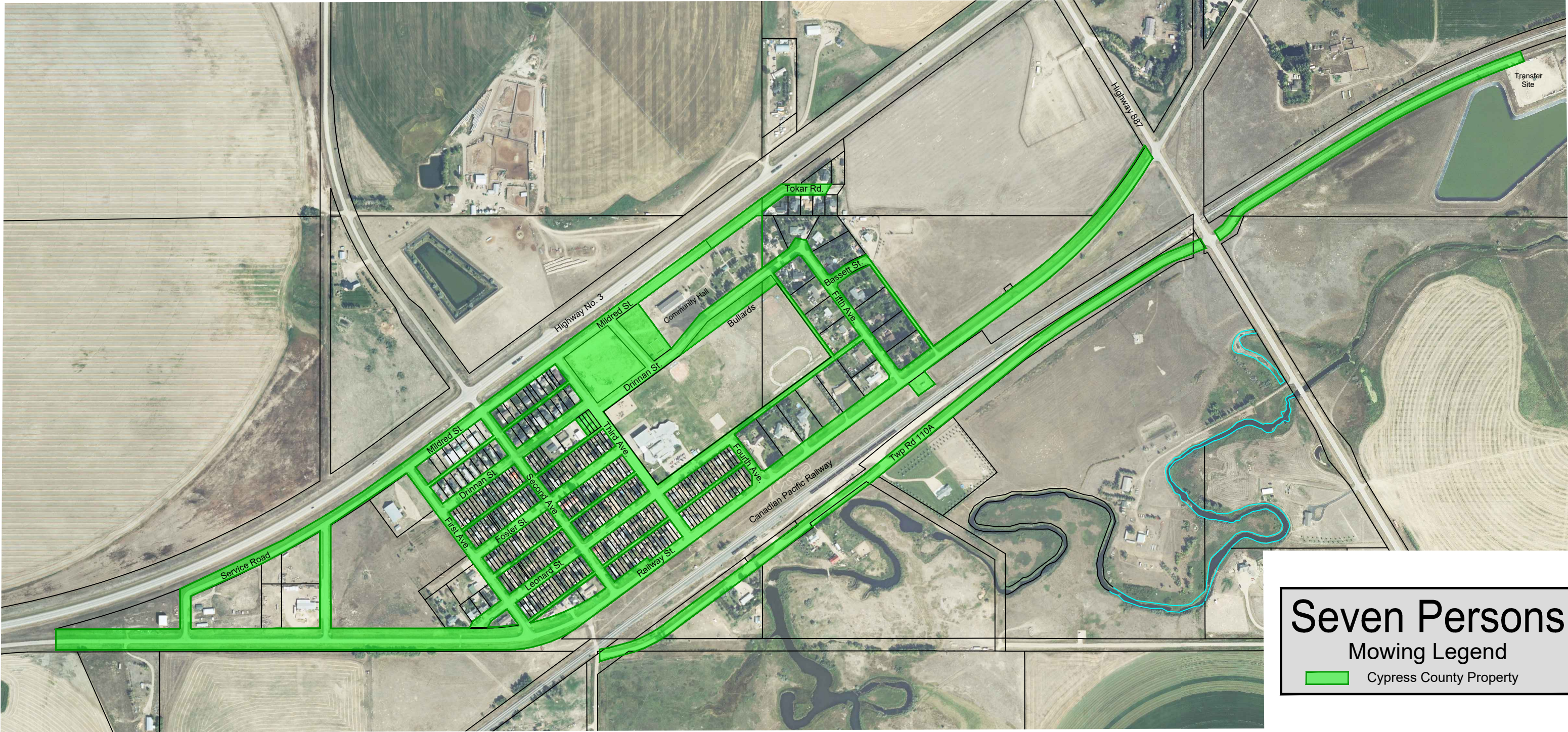
Contractor Signature

Cypress County Representative Signature

Tarolyn Aaserud, CAO

2023 Mowing Schedule 'A'

Hamlet of Seven Persons



Seven Persons

Mowing Legend

Cypress County Property

