



CYPRESS COUNTY

816 - 2nd Avenue, Dunmore, Alberta T1B 0K3

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ADDENDUM NO. 1

March 6, 2023

REQUEST FOR QUOTATION

Hamlet of Desert Blume

Summer Maintenance

2023, 2024, 2025

Page 6, Scope of Work, Summer Maintenance Contractor

2.5 The successful bidder will commence and perform a complete cutting of mowing of walking paths on a schedule as follows:

Remove first bullet item:

- All walking paths shall have the vegetation growing on the edges mowed 3-4 feet back from the edge of the walking path surface once every 7 days during the season.

Replace first bullet item:

- All walking paths shall have the vegetation growing on the edges mowed 3-4 feet back from the edge of the walking surface once every month during the season.

Please initial and include this Addendum No. 1 when submitting your completed quotation.

Initial _____



Cypress County

REQUEST FOR QUOTATION

Hamlet of Desert Blume
Summer Maintenance
2023, 2024, 2025

CONTENTS

<i>Instructions To Bidders</i>	3
1 Scope of Quotation	3
2 Submission of Proposals.....	3
3 Acceptance and Withdrawals of Quotations	4
4 Guarantee.....	4
5 The Freedom of Information and Protection of Privacy Act.....	4
6 Proposal Evaluation Criteria.....	4
7 Law and Forum of Tender	5
<i>Scope of Work</i>	6
<i>Quotation Form</i>	10
<i>Quotation Form</i>	11
<i>Quotation Form</i>	12
<i>Appendices To Quotation Form</i>	13
<i>Declarations</i>	14
<i>Signatures</i>	14
<i>Memorandum of Agreement</i>	15
<i>Prime Contractor</i>	16

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**.
Hand delivered, legible fax 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 Desert Blume.
- 1.2 The bidder shall provide a per cutting price for:
- A per complete cutting price for mowing irrigated parks and natural areas
 - A per complete cutting price for mowing ditches
 - A per complete cutting price for mowing walking paths
 - A per occurrence price for garbage can maintenance
- 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 and 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 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.

5 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 5.1 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 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 in each year, from May - September (inclusive) with an option to renew at the end of the summer of 2025 subject to mutual consent.

The scope of work required is as described in the items listed below:

- 2.1 **DEFINITION:** A complete cutting shall consist of one continuous non-stop cutting of the defined areas as outlined in the Agreement. An occurrence of garbage can maintenance shall consist of all the identified garbage cans having existing garbage bags replaced with a new, empty garbage bag of the appropriate size and quality and any spilled or excess garbage picked up and also disposed of appropriately.
- 2.2 Mowing and garbage can maintenance take place in the areas defined on the attached "Hamlet of Desert Blume Mowing Schedule A."
- 2.3 The successful bidder will commence and perform a complete cutting of mowing irrigated parks and natural areas on a schedule as follows:
 - All irrigated parks shall be mowed weekly (once every seven days)
 - All-natural areas shall be mowed weekly (once every seven days)
 - All weed whipping required shall be completed at the same time as the mowing and shall include trimming around any and all permanent obstacles, fixtures and appurtenances located therein
 - In the event that an area requiring mowing is inaccessible to mow with self-propelled equipment, due to excess moisture, it shall be mowed using hand equipment
- 2.4 The successful bidder will commence and perform a complete cutting of mowing of ditches on a schedule as follows:
 - All ditches shall be mowed once a month (4-5 times) during the season
 - All weed whipping required shall be completed at the same time as the mowing and shall include trimming around any and all permanent obstacles, fixtures and appurtenances located therein
 - In the event that an area requiring mowing is inaccessible to mow with self-propelled equipment, due to excess moisture, it shall be mowed using hand equipment
- 2.5 The successful bidder will commence and perform a complete cutting of mowing of walking paths on a schedule as follows:
 - All walking paths shall have the vegetation growing on the edges mowed 3-4 feet back from the edge of the walking path surface once every 7 days during the season

- Bollards adjacent to the sidewalk, at the top of the “switch back” walking path shall be weed whipped around at the same time as the walking path mowing
 - The grass under the wooded “pole fence” adjacent to the “switch back” walking path shall be mowed, or weed whipped, 3-4 feet back from the edge of the walking path surface at the same time as the walking path mowing
 - Steps shall be taken to remove the vegetative debris left over from mowing, from the walking path surface at the same time as the walking path mowing
 - In the event that an area requiring mowing is inaccessible to mow with self-propelled equipment, due to excess moisture, it shall be mowed using hand equipment
- 2.6 The successful bidder will commence and perform garbage can maintenance along walking paths on a schedule as follows:
- All garbage cans along the walking paths and within the parks shall be emptied and have the full bags replaced with empty bags once per month
 - Garbage disposal is to be at a County approved Transfer Site, or at the garbage disposal bins at the bidder’s normal place of work.
- 2.7 The clean-up off all garbage and litter within the cutting areas shall be done as required during each cutting.
- 2.8 The successful bidder will commence and perform a complete cutting of the grass, weeds and underbrush to a standard acceptable to the County within 24 hours of being instructed to do so by the Public Works Supervisor or their designate.
- 2.9 The Contractor shall be required to carry and have readily available at all times, a 10 lb. Class ABC Fire Extinguisher.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 This agreement may be terminated by either party, at any time, without or without cause, by either party giving thirty (30) days written notice to the other party.

- 2.14 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:
- 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
 - 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
 - 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 of their representatives that have accrued to the date of termination shall remain in full force and effect
- 2.15 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.
- 2.16 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.
- 3 The bidder is required to provide certified true copies of proof in the submission package that they:
- 3.1 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 Contractor.
- 3.2 Maintain General Liability Insurance in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall extend to include blanket written contractual liability, products and completed operations liability, and employees as additional insurers.
- 3.3 Maintain a Safety Manual in compliance with Occupational Health and Safety legislation (preference will be given to those with COR).
- 3.4 Maintain in good standing a Worker's Compensation Account.
- 4 The successful bidder, as a condition of this agreement, will be considered as an Independent Contractor. The Contractor will be required to maintain:
- 4.1 Worker's Compensation Insurance in the amount prescribed, comply with all legislation and regulations pertaining to Workers Occupational Health and Safety.
- 5 No work shall commence until the Agreement has been executed by both parties thereto, a Workers Compensation Account, in good standing and the Liability Insurance has been accepted and filed by Cypress County.

PROPOSED EQUIPMENT

Description of Unit	Model	Serial Number	Year	Size



HAMLET OF DESERT BLUME (2023)

PRICE PER CUTTING **WITHOUT** GST:

Mowing of irrigated parks and natural areas per cutting:

(WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Mowing of ditches per cutting:

WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Mowing of walking paths per cutting:

WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Garbage can maintenance per occurrence:

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.

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.

PRICE PER HOUR (for additional/special work performed)

Heavy Duty Mower \$ _____ per hour

Hand Mower \$ _____ per hour

Weed Eater \$ _____ per hour

Labour \$ _____ per hour

HAMLET OF DESERT BLUME (2024)

PRICE PER CUTTING **WITHOUT** GST:

Mowing of irrigated parks and natural areas per cutting:

(WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Mowing of ditches per cutting:

WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Mowing of walking paths per cutting:

WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Garbage can maintenance per occurrence:

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.

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.

PRICE PER HOUR (for additional/special work performed)

Heavy Duty Mower \$ _____ per hour

Hand Mower \$ _____ per hour

Weed Eater \$ _____ per hour

Labour \$ _____ per hour

HAMLET OF DESERT BLUME (2025)

PRICE PER CUTTING **WITHOUT** GST:

Mowing of irrigated parks and natural areas per cutting:

(WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Mowing of ditches per cutting:

WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Mowing of walking paths per cutting:

WRITTEN) _____ Dollars

(NUMERICAL) \$ _____

Garbage can maintenance per occurrence:

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.

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.

PRICE PER HOUR (for additional/special work performed)

Heavy Duty Mower \$ _____ 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 _____

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")

HAMLET MAINTENANCE – DESERT BLUME

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:

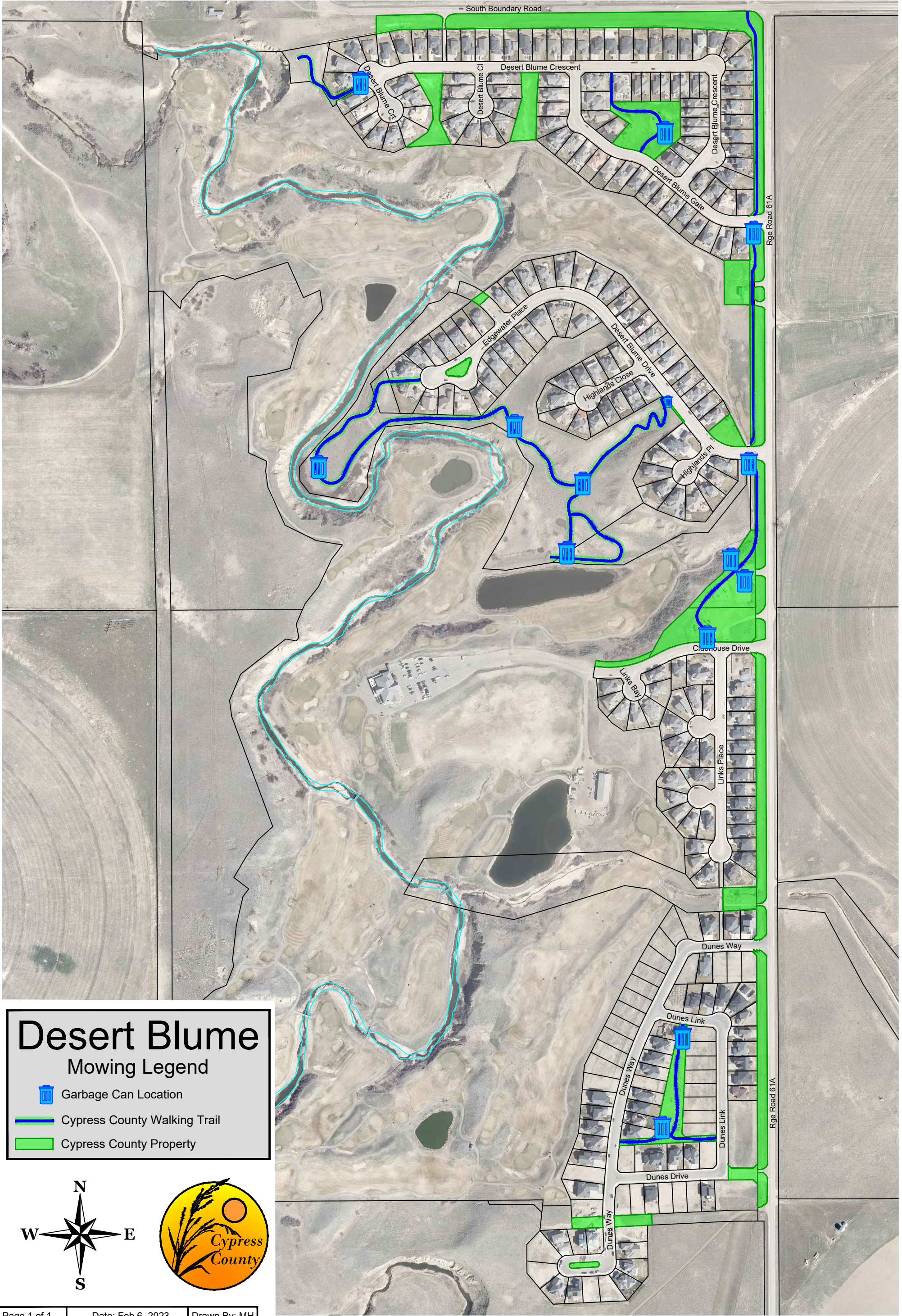
(Company)

to be the prime contractor. The prime contractor will be responsible to ensure compliance with the Occupational Health & Safety Regulations & Codes 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.

<i>Printed Name of Contractor</i>	
<i>Contractor Signature</i>	<i>Date</i>
<i>Public Works Representative</i>	
<i>Tarolyn Aaserud, Chief Administrative Officer</i>	




2023 Mowing Schedule 'A'

Hamlet of Desert Blume



Desert Blume

Mowing Legend

-  Garbage Can Location
-  Cypress County Walking Trail
-  Cypress County Property

