REQUEST FOR QUOTATION

Transfer Site Caretaker - Schuler

Service tender is for the 2027 Calander year

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Inquiries:

Mike Schaan
Procurement Coordinator
Phone: (402) 526-2888

Email: purchasing@cypress.ab.ca

1 SCOPE OF QUOTATION

The purpose of this quotation is to select a Caretaker (Operator) for the Hamlet of Schuler Transfer Site for the 2027 calendar year with an optional 1 year extension at the discretion of the County.

2 SUBMISSION OF PROPOSALS

2.1 Quotations will be accepted by the Purchasing Department until 2**:00 PM** ON **DECEMBER 1, 2026.**

Cypress County
816 2nd Ave
Dunmore, AB T1B 0K3
Attention: Purchasing
purchasing@cypress.ab.ca

2.2 One (1) copy of the Quotation must be delivered in person to the Cypress County office in Dunmore or via email to the address above. For delivered submittals, quotations shall be submitted in a sealed envelope to the address above with name of contractor and RFQ Schuler Transfer Site Caretaker written on the envelope.

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 Purchasing Department, Cypress County, of the request 48 hours in advance of the closing date shown. An extension may be granted only by the Procurement Coordinator.

2.5 All inquiries are to be directed to Purchasing@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3.2 Quotations may be withdrawn at any time prior to the closing time by a request in writing to the Public Works Department.

3.3 Quotations shall not be withdrawn after the closing time.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 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 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 60 days after the Quotation closing time to allow for evaluation of bids and award of the contract.

5 ACCESS TO INFORMATION ACT 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 Access to Information Act and Protection of Privacy Act ("ATIA" and("POPA)". These acts allow 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 19 of ATIA. 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 ATIA.

6 LAW AND FORUM OF TENDER

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

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MEMORANDUM OF AGREEMENT

Hamlet of Schuler - Waste Transfer Site Caretaker

This Agreement is for providing the service of Caretaker duties for the above-mentioned waste transfer site.

TERM:

The term of this Agreement shall be one (1) year, with the possibility of extension for an additional one (1) year period.

A. **TERMS AND CONDITIONS:**

1. To operate and supervise the disposal of waste at the Transfer Site, in an effective and environmentally acceptable manner.

2. To maintain hours of operation as designated by Cypress County.

3. To attend and provide **all weather** supervision of the disposal site during the designated hours of operation.

4. To supervise and direct the appropriate disposal, placement, or separation of "Waste" within the Transfer Site (i.e., separation of wood, metals, or other acceptable materials).

5. To direct that "Hazardous Substances", "Oilfield Wastes" and other unacceptable waste and waste generated by non-residents (i.e., contractors, oil companies, etc.) be disposed of at Redcliff Regional Landfill or other designated facility unless specifically authorized by Cypress County.

6. To maintain the Transfer Site and Access Road in a clean and orderly manner free of blowing and scattered debris and other material within and surrounding the Transfer Site.

7. To advise or report to Cypress County any illegal or inappropriate use of the Transfer Site.

8. To indemnify and hold harmless Cypress County, it's employees and agents, from and against any claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act in the performance of the duties and responsibilities established herein.

B. **DEFINITIONS:**

"Household Wastes" - any solid or liquid material or product or combination thereof generated from day to day running of a residential household, office, or small business operation. This may include but not necessarily be limited to:

a) rubbish, refuse, garbage, paper, packaging, containers, bottles, cans, small animal manure or excrement.
b) the whole or part of any household article, raw or processed material, non-operable vehicles, or other machinery.
c) items that can be recycled.

"Hazardous Substance" - a substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity, toxicity or any substance that is designated as a hazardous substance within the meaning of the Environmental Protection and Enhanced Act Regulations.

"Oilfield Waste" - an unwanted substance or mixture of substances that results from the construction, operation, or reclamation of a well site, oil and gas battery, gas plant, compressor station, crude oil terminal, pipeline, gas gathering system, oil production site or oilfield waste related facility.
"Caretaker" – Considered Contracted Operator of Transfer site.

C. **HOURS OF OPERATION:**

Summer Hours	**April 1-Sept 30**
Monday	4:00 p.m.-8:00 p.m.
Wednesday	1:00 p.m. – 5:00 p.m.
Saturday	9:00 a.m. – 5:00 p.m.
Winter Hours	**October 1- March 31**
Monday	12:00 p.m.-4:00 p.m.
Wednesday	12:00 p.m.-4:00 p.m.
Saturday	8:00 a.m. – 4:00 p.m.
Subject to periodic review	

The Contractor is required to attend the Transfer Site on statutory holidays when the statutory holiday falls on a regularly scheduled day of operation. **NOTE:** The only exception to this is Christmas Day (December 25). When Christmas Day falls on a regularly scheduled day of operation, the Contractor may post a notice of closure 14 days in advance of the intended closure and must open and attend the transfer site on December 26 instead.

D. **NOTICE TO BIDDERS**
Prior to signing an Agreement (hereinafter referred to as the "Agreement"), the successful bidder will be required to meet with Cypress County or their representative(s) to discuss the bidder's 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.

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 the Agreement.

The successful bidder shall be responsible for providing insurance against loss or damage to his equipment. Cypress County, in the absence of its negligence, is not responsible for any loss of or damage to equipment.

Prior to execution of the Agreement the successful bidder shall, at his expense and without limiting his obligations herein, supply to Cypress County certified true copies as evidence that he maintains Automobile Liability Insurance in an amount not less than $1,000,000.00 on all vehicles owned, operated or licensed in the name of the Contractor and Comprehensive General Liability Insurance in the amount of not less than $2,000,000.00 per occurrence as well as proof of Worker's Compensation Board Insurance.

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. In the event that the Contractor's insurance coverage expires during the duration of this Agreement, the Contractor must supply Cypress County certified true copies of the renewed insurance.

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

Failure to provide the required 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:

a) 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.

b) 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.

c) 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.

The successful bidder will not cede or assign any of their 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.

The successful bidder must comply with all legislation and regulations pertaining to Workers Occupational Health and Safety.

The successful bidder agrees to abide by the Cypress County Vendor Code of Conduct.

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, an Agreement in accordance with the conditions and scope of the work, shall be constituted.

The successful bidder shall be liable for and pay all taxes, rates and assessments of any kind and description whatsoever that may be lawfully imposed by any authority by reason of this Specification and Quotation Form and shall indemnify and save harmless, Cypress County from and against all such taxes, rates, and assessments.

E. FEES, INVOICING, AND PAYMENT

The fees payable for the Services shall be set out in this agreement or as otherwise agreed to in writing by the Parties. The Service Provider shall submit invoices to cypress County in a form reasonably acceptable to the County, identifying the Services provided, the applicable fees, and any applicable taxes.

Cypress County shall pay all undisputed invoices within (30) calendar days from invoice date, provided the invoice has been properly submitted in accordance with this agreement. If the County disputes any portion of an invoice, the County shall notify the Service Provider of the disputed amount and the reasons for the dispute within a reasonable period. The County shall pay any undisputed portion of the invoice in accordance with the payment terms set out above. The Parties shall work in good faith to resolve any disputed amounts as soon as reasonably practicable, and any amounts determined to be payable following resolution of the dispute shall be paid within thirty (30) days of the resolution of the dispute or a corrected invoice, as applicable.

TRANSFER SITE RULES/GUIDELINES

1. The Caretaker will ensure that all used oil will be dumped carefully into the recycle containers.

2. The Caretaker will ensure that the used oil filter tray is dumped daily and the lids on the oil recycle containers are closed after each shift.

3. The Caretaker will throw all used oil filters into the 45 gallon drums after they have completely drained for a period of twenty-four (24) hours.

4. The Caretaker will ensure that the empty containers that the used oil came in are then put into the bags supplied.

5. The Caretaker will ensure that all paint cans, are neatly placed inside the covered red plastic bins.

6. The Caretaker will ensure that all tree branches are cut into no larger than four (4) foot lengths and placed in the clean wood recycle pile.

7. The Caretaker will ensure that all used tires are placed in their designated spot only. No other material will be mixed in with tires.

8. The Caretaker will ensure that all antifreeze containers, which still contain antifreeze, are placed in a neat pile beside the used oil container.

9. The Caretaker will ensure that all empty antifreeze containers are put into the solid waste bin.

10. The Caretaker will ensure that all furniture items are placed in the solid waste bin.

11. The Caretaker will ensure that all appliances are placed in their designated spot only. No other material will be mixed with them. For safety's sake, Caretakers will not accept any appliances unless the doors have been removed i.e., fridges, stoves, freezers, dryers.

12. The Caretaker will ensure that all contaminated wood products are put into the solid waste bin and not in clean wood recycle pile.

13. It is the responsibility of the Caretaker to ensure the clean wood pile is not contaminated. If the clean wood pile is contaminated, Caretaker is responsible to separate.

14. The Caretaker will ensure that all grass clippings are put into bags and placed in the solid waste bin.

15. The Caretaker will ensure that all household garbage is put into garbage bags and placed in the solid waste bin.

16. The Caretaker will ensure that all used batteries are placed in the designated container.

17. The Caretaker will ensure that no scavenging is allowed in the transfer site area.

18. The Caretaker will ensure that the transfer site area is kept clean at all times.

19. The Caretaker will ensure that all used wire is properly rolled up and placed in a designated area. No other material is to be mixed with the wire.

20. The Caretaker will ensure that all fuel tanks are removed from any motor vehicles that may be brought for disposal.

21. The Caretaker will ensure that the solid waste bin lids are closed at all times when not in use.

22. The Caretaker will ensure that absolutely no dead animals are received at the Transfer Site.

23. The Caretaker must wear a CSA approved reflective safety vest (orange) and CSA approved footwear at all times.

24. It is recommended that the Caretaker wear protective gloves at all times.

25. The Caretaker must be aware of the location of the Transfer Site's fire extinguisher and be familiar with its use and maintenance.

26. The Caretaker will promptly notify Cypress County's Safety Officer or Public Works Supervisor any time a near miss or incident occurs.

27. The Caretaker shall never delegate his/her duties to any unauthorized person(s).

28. The Caretaker must be trained in the operations of a transfer site.

29. The Caretaker is responsible for the orientation and proper training of any casual help that he may need to assist him/her.

30. The Caretaker will ensure that all electronic recycling is placed in the proper places and the appropriate items are counted.

SUPERVISING THE TRANSFER SITE

- Unlock gates, open, and fasten gates to fence.
- Check bins to see if they are ready to receive solid waste.
- Check the rest of the transfer site to make sure everything is in place.
- Check metal bin and recycle bins to see if they need to be emptied.
- Notify solid waste or recycle bin hauler, or supervisor if bins need to be emptied.
- Check vehicles that come in and direct them as needed to recycle or dispose of waste in the proper location.
- Assist the unloading where needed; never stand behind vehicles when they are backing up.
- Never let anyone climb into bins.
- Never let solid waste pile up higher than top of bins
- When solid waste bins are full, close lid and open the empty bin.
- Always have an empty bin for each day.
- Pick up litter in the yard, keep transfer site clean.
- Keep Transfer Site shack clean and respectable or it will be removed from site.
- **Items to put into the solid waste bins:**
    - Contaminated wood (no longer than 4 feet), furniture, mattresses, household garbage, farm trash (e.g., baler twine, windows, all glass, yard waste (leaves, grass, flowers, etc.).
- **Items to put into the metal bin:**
    - All items made of metal that are small enough to lift in by hand.
    - Large heavy items are put by the appliance area e.g., lawn mowers, barbecues.
- **All other items are put in areas as directed by the signs:**
    - Paint in red or grey covered plastic bin
    - Oil in large containers
    - Oil filters in draining rack and then put in 45 gallon drums once drained for 24 hours.
    - Oil pail lids removed and stacked.
    - Recycling.
    - All wire.
    - Propane tanks.
    - Tires.
    - Batteries.
    - Chemical containers.
    - Old cars, campers, boats & farm implements.

The above rules are necessary to keep the Transfer Site in compliance with Alberta Environment standards. If you have any questions or concerns, please contact the County office.

CONTRACTOR QUOTATION FOR TRANSFER SITE CARETAKER SERVICES: (do not include GST):

$ _____ per month (numeric)

_____ per month (written)

_____ (Date)

_____ (Contractor name)

_____ (Signatory print name)

_____ (Signature)

_____ (Mailing address)

_____ (Mailing address)

_____ (e-mail address)

_____ (Telephone)

SCHULER TRANSFER SITE CARETAKER

Cypress County hereby designates:

_____

Contractor

to be the prime contractor. The prime contractor will be responsible for ensuring compliance with the Occupational Health & Safety Regulations & Codes, and Cypress County Vendor Code of Conduct while contracted by Cypress County.

Printed Name of Contractor Representative	*Date*
Contractor Representative Signature	*Ken Jacobs , General Manager Operations*