



Cypress County

REQUEST FOR QUOTATION

*Schuler Waste Transfer Site Caretaker
2024*

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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 p.m. MST on December 6, 2023**. Legible faxed or e-mailed quotations will be accepted.

Inquiries:

Mike Moorhead
Operations Foreman
Phone: (403) 526-2888
Fax: (403) 526-8958

Email: Mike.Moorhead@cypress.ab.ca

1 SCOPE OF QUOTATION

The purpose of this quotation is to select a Caretaker (Contractor) for the maintenance of Cypress County's Schuler Waste Transfer Site, as set out herein and in Schedules "A" – "G" attached hereto.

2 SUBMISSION OF PROPOSALS

Quotations will be accepted by the Public Works Department until 2:00 pm MST Time on December 6, 2023.

Cypress County
816 2nd Ave
Dunmore, AB T1B 0K3
Attention: Mike Moorhead

- 2.1 One (1) copy of the Quotation must be submitted.
- 2.2 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.
- 2.3 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.
- 2.4 All inquiries are to be directed to Mike Moorhead, Operations Foreman, 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- 3.2 Quotations may be withdrawn at any time prior to the closing time by a request in writing to the Public Works Department.
- 3.3 Quotations shall not be withdrawn after the closing time.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 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

- 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 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:

<i>1. Price</i>	<i>60 points</i>
<i>2. Familiarity with waste transfer site maintenance</i>	<i>40 points</i>
<i>Total Points</i>	<i>100 points</i>

7 LAW AND FORUM OF TENDER

- 7.1 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.

SCOPE OF WORK:

SCHEDULE 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, its 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.

SCHEDULE B - DEFINITIONS

1. **“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.
2. **“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.
3. **“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.
4. **“Caretaker”** – Considered Contracted Operator of Transfer site.

SCHEDULE C – HOURS OF OPERATION

Winter Hours		Summer Hours	
Monday	12:00 pm – 4:00 pm	Monday	4:00 pm – 8:00 pm
Wednesday	12:00 pm – 4:00 pm	Wednesday	1:00 pm – 5:00 pm
Saturday	8:00 am – 4:00 pm	Saturday	9:00 am – 5:00 pm

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.



SCHEDULE D - LIABILITY AND INSURANCE

1. 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 Contractor, his employees, or agents in the performance of the Agreement.
2. The Contractor 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.
3. Prior to execution of the Agreement the Contractor 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.
4. 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.
5. No work shall be performed until the Agreement has been executed by both parties.
6. 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 Contractor seven (7) days written notice of such termination.
 - b) Upon the termination of the Agreement the Contractor 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 Contractor and Cypress County or their representatives that have accrued to the date of termination shall remain in full force and effect.
7. The Contractor 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 Contractor of any responsibilities under the Agreement.
8. The Contractor must comply with all legislation and regulations pertaining to Workers Occupational Health and Safety.
9. The Contractor 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.

10. The Contractor 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 Agreement and shall indemnify and save harmless, Cypress County from and against all such taxes, rates, and assessments.



SCHEDULE E - 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 placed inside the covered red plastic bins neatly.
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 clean wood pile is not contaminated. If 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.

SCHEDULE F - SUPERVISING THE TRANSFER SITE

1. Unlock gates, open, and fasten gates to fence.
2. Check bins to see if they are ready to receive solid waste.
3. Check rest of transfer site to make sure everything is in place.
4. Check metal bin and recycle bins to see if they need to be emptied.
5. Notify solid waste or recycle bin hauler, or supervisor if bins need to be emptied.
6. Check vehicles that come in and direct them as needed to recycle or dispose of waste in the proper location.
7. Assist the unloading where needed; never stand behind vehicles when they are backing up.
8. Never let anyone climb into bins.
9. Never let solid waste pile up higher than top of bins
10. When solid waste bins are full, close lid and open the empty bin.
11. Always have an empty bin for each day.
12. Pick up litter in the yard, keep transfer site clean.
13. Keep Transfer Site shack clean and respectable or it will be removed from site.
- 14. 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.).
- 15. Items to put into the metal bin:**
 - All items made of metal small enough to lift in by hand.
 - Large heavy items are put by the appliance area e.g., lawn mowers, barbecues.
- 16. 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 in order to keep the Transfer Site in compliance with Alberta Environment standards. If you have any questions or concerns, please contact the County office.

SCHEDULE G - CONTRACTOR QUOTATION

CONTRACTOR QUOTATION FOR THE ABOVE SERVICES (do not include GST):

\$ _____ per month

(Date)	(Contractor's signature)

(Contractor name and address)

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(e-mail address)

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(Telephone)

DECLARATIONS

We hereby acknowledge and declare that:

- (a) We agree to perform the Work in compliance with the required schedules 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.

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 _____