

## TENDER INSTRUCTIONS GRASS CUTTING AND TRIMMING

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### **PART A - INFORMATION TO BIDDERS**

**1. Delivery of Tender**

Sealed tenders, clearly marked as to the contents will be received until May 30, 2018, at 3:00 p.m. local time.

**2. Form of Tender**

All tenders must be made on the “Tender Form and Appendix 1” included herein.

**3. Acceptance or Rejection of Tender**

The bidder agrees that the awarding of the contract based on this tender by the Village of Sundridge shall constitute an acceptance of this tender and the tender shall represent the formal contract and agreement between the Village of Sundridge and the Bidder.

The Village reserves the right to reject any or all tenders or to award the contract to other than the Bidder submitting the lowest tender, as in Village’s opinion may be in the best interest of the Municipality.

**4. Disqualification of Tender**

A tender may be disqualified if:

- a) The tender is received after the appropriate time for the closing of the tender.
- b) The tender is incomplete, illegible or obscure, or contains additions, qualifications, erasures or irregularities of any kind.
- c) The tender is received on other than the Form of Tender supplied.
- d) The tender is not properly signed and sealed.
- e) An Insurance Certificate is not submitted with the tender form as required in accordance with the terms set out in paragraph 6. forming part of this tender form.

5. **Inquiries**

Any questions relating to this tender should be directed to Karen Fraser, Clerk Administrator – Village of Sundridge at (705) 384-5316.

6. **Insurance**

Upon submission of the tender the bidder shall supply the Village of Sundridge with a copy of a Certificate of Insurance indicating the term of coverage in an amount not less than \$2,000,000.00 inclusive limits of Public Liability and Property Damage.

Upon acceptance of the tender by the Village of Sundridge, the bidder will provide a Certificate of Insurance naming the Village of Sundridge, Township of Strong and Township of Joly as an additional insured prior to commencement of ground maintenance services.

7. **Responsibility**

The Contractor will be responsible for providing all materials, equipment and labour to carry out the work.

The successful bidder shall assume financial responsibility for loss or damage to their equipment while performing work covered by this tender and personal injury sustained by him or workers employed by the bidder engaged in this work. The successful bidder shall be responsible for any damage to property or services arising out of the performance of the work covered by this tender and shall indemnify and save harmless the Village of Sundridge, Township of Strong, and Township of Joly from all claims arising out of performance of said work.

8. **Assignment of Contract**

The bidder shall not assign, transfer or sublet the contract or any part thereof.

9. **Investigation of Proposed Work**

The bidder is required to satisfy himself by personal examination of the existing conditions. The Corporation will assume no responsibility for adverse conditions.

**10. Deletion from Contract**

The Village of Sundridge reserves the right to delete any portion of the work from the contract should it be deemed in the interest of the Municipality to do so.

**11. Restricting Statements**

The bid must not be restricted by a statement added to the Tender Form or a covering letter or alterations to the Tender Form provided. The Village of Sundridge shall be entitled to, and reserves the right, to ignore such restrictions or alterations. Adjustment by letter to a tender already submitted will not be considered. A bidder desiring to make adjustments to a tender must withdraw the tender and/or supersede it with a later tender submission.

**12. Tender for Signing**

The Tender Form must be signed and witnessed in the spaces provided on the form, with the signature of the bidder or a responsible official of the organization bidding.

**13. Informal Tenders**

Tenders which are incomplete, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind may be rejected.

**14. Inspection - Inspector's Powers**

The Contractor shall at all times and at his own expense furnish all reasonable aid and assistance required by the Village of Sundridge or designate for the proper inspection and examination of the work or any part thereof.

The Contractor shall obey the directions and instructions of the Village of Sundridge or designate and they shall be made in writing at the request of the Contractor.

**15. Payment and Holdback**

No payment will be made for the time spent on repairs to the Contractor's equipment.

Payment at the contract price shall be compensated in full for the supply of all labour, equipment and materials necessary to complete the work to the satisfaction of the Village of Sundridge or designate.

All payments may be made within thirty (30) days after receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part will be withheld.

The Contractor shall submit a monthly itemized bill to the attention of the Treasurer of the Village of Sundridge outlining the location, number of cuts and the dates when completed.

**16. Locations**

Locations are outlined on Appendix "2" attached hereto.

**17. Litter and Refuse**

The Contractor is responsible for the removal of any paper, small branches, broken bottles, etc., from the maintenance area before proceeding with the work and remove them from the site.

**18. Hours of Work**

The Contractor shall carry out all duties so that there will be a minimum of inconvenience to the public. The Contractor shall carry out the work between 8:00 a.m. and 7:00 p.m. from Monday to Friday. Work may be carried out on Saturday, Sunday or Statutory Holidays between the hours of 10:00 a.m. and 7:00 p.m.

**19. Grass Length and Conditions**

The grass is not to be:

- a) allowed to grow above the height of 75 millimetres;

- b) left to grow so long as to allow the grass cuttings to ball or mat;
- c) cut by the Contractor when it is extremely wet and the grass cuttings that remain will result in balls or mats;
- d) cut so short as to cause it to die.

In the event any of the above-noted conditions, referred to in paragraph numbers a), b), and c), should occur the Contractor will be expected to rake and dispose of the cuttings at their expense.

Spring and Fall raking of leaves and debris is required throughout the year, subject to conditions.

Trimming around structures is required to maintain a consistent grass length.

**\*\*\* GRASS SHALL NOT BE CUT WHEN NOT REQUIRED \*\*\*\***

**20. Time Frame**

The Contract shall be from June 4, 2018, to October 12, 2018, unless otherwise directed by the Clerk Administrator for the Village of Sundridge. The Contract may be extended by one (1) year if mutually agreed upon by both parties with an increase to the fee based on the Consumer Price Index. The extended term would commence on May 6, 2019 to October 25, 2019.

# TENDER FORM

## **FORM OF AGREEMENT Grass Cutting and Trimming**

I/We hereby confirm that the terms and conditions of this specification are understood and hereby agree to perform concurrently the operation of Grass Cutting and Trimming as specified herein from June 4, 2018, to October 12, 2018, inclusive and to include all equipment, labour and materials at the quoted price of **\$ \_\_\_\_\_, per hour including HST.**

I/We hereby further acknowledge and agree that should this tender be accepted by the Village of Sundridge, this form of agreement and specification shall form a contract between the two parties.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

**GRASS SHALL NOT BE CUT WHEN NOT REQUIRED**

**Remember to include liability insurance.**

**Maps of grass cutting locations are attached to this tender.**

Appendix "1"

**GRASS CUTTING AND TRIMMING**

<b>Location</b>	<b>Price Per Cut, based on hourly rate Including HST</b>
Sundridge-Strong Volunteer Fire Department 10486 Highway 124 Sundridge ON	\$
Sundridge & District Medical Centre 5 Park Street Sundridge ON	\$
Village of Sundridge Municipal Office 110 Main Street Sundridge ON	\$
Sundridge Wastewater Treatment Facility 1232 High Rock Road Sundridge ON	\$

**GRASS SHALL NOT BE CUT WHEN NOT REQUIRED**

**Remember to include liability insurance.**

**Map of grass cutting locations are attached to this tender.**

**Appendix "2"**

Sundridge-strong Fire Department – 10486 Hwy #124, Sundridge, ON





Sundridge & District Medical Centre – 5 Park Street, Sundridge, ON



The Village of Sundridge Municipal Office – 110 Main Street, Sundridge, ON



Sundridge Wastewater Treatment Facility - 1232 High Rock Road, Sundridge, ON

