



MUNICIPALITY OF REQUEST FOR

QUOTATION

ROADSIDE GRASS MOWING QUOTATION 2024 - 06

The Municipality invites tenders for the following:

RFQ 2024-06: The Municipality of St. Clements requires approximately 735 pass miles to be cut for the 1st cut (spring) & approximately same 735 pass miles for the 2nd cut (fall), approximately 400 miles to be cut on both sides for each cut. Unless otherwise indicated in writing, the price for regular roadside one pass shall be by the mile, and these are indicated on maps within the tender package.

Tender documents are available from the Municipal Offices or website. Sealed and clearly marked submissions will be accepted by the undersigned until 12:00 p.m. on May 7, 2024. The Municipality reserves the right to reject any or all bids, waive irregularities and informalities therein, and award the tender in the best interest of the Municipality in its sole discretion.

Length of Agreement

This is for 1 season of mowing, each 2 cuts, for a total of 2 cuts. This agreement would expire October 31, 2024.

Kevin Grabowski
Director of Public Works
Municipality of St. Clements
204-482-3300

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INSTRUCTIONS TO BIDDERS

SUBMISSIONS CONDITIONS

- **Sealed Envelope Submission**

Bids must be submitted on the forms provided, signed and with all required entries made clearly in ink, in a sealed envelope clearly marked with “Roadside Grass Mowing RFQ 2024-06” and the bidder’s name and address, no later than the date and time specified. Bids received after the date and time specified will not be considered.

- **Canada Post Delivered Request for Tender**

The Municipality of St. Clements assumes no responsibility for bids submitted through Canada Post to the Municipality of St. Clements. All bids must be received at the Municipal office no later than the time stipulated on the Bid. No consideration shall be given to delays in the delivery of the mail.

- **Electronic or Fax Submission**

Bids must be submitted on the forms provided, signed and with all required entries made in ink, and can be submitted electronically or faxed to include “Roadside Grass Mowing RFQ 2024-06” in the subject line. Email to pwadmin@rmofstclements.com or fax to 204-482-3660. All submissions must be time stamped no later than the time stipulated on the Bid. The Municipality will keep all information confidential until the time of bid opening.

- **Bid Withdraw**

Bids may be withdrawn without penalty at any time prior to the time set for the opening of bids. Bidders who withdraw their bids after the time set for opening of bids shall be liable to the Municipality of St. Clements for breach of contract.

Tender Award / Length of Agreement

This tender is expected to be awarded May 14, 2024. This agreement would expire October 31, 2024.

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SPECIAL PROVISIONS

1.1 Intent

This request for tender is to establish a contractor for pay rates for approximately 735 pass miles to be cut for the 1st cut (spring) & approximately same 735 pass miles to be cut for the 2nd cut (fall), inclusive. Roadside grass shall be cut to the cutting width of the rotary mower deck (15ft).

1.2 Assignment of Equipment

The Municipality requests that only mowers must be a rotary cutter of minimum of 15 feet in width. Minimum tractor HP is to be 90 HP. Contractor shall quote one-unit price only. The Municipality of St. Clements reserves the right to make the election of equipment based upon equipment specifications, qualifications, operator experience, hourly rate, contractor past history, equipment best suited for any particular job or availability of equipment at any particular time.

1.3 All costs included in rate quotes

All rates quoted shall include all costs of any nature whatsoever associated with the supply and operation of the equipment, including taxes, except GST shall be separate.

1.4 Award of Tender

The Municipality will endeavor to award the Tender or reject all offers within ten days of the date on which they are opened. The successful bidder will be notified by letter, mailed to the address shown on the offer sheet, that their bid has been accepted and that they have been awarded the Tender.

1.5 Signing of Tender

The original offer form on which the Contractor has placed their signature, duly witnessed or sealed, when approved by the Council, will be the Tender.

1.6 Equipment Reliability

Equipment which shows a history of breakdowns and/or not reporting for work will not be rehired until it has been re-evaluated by the Municipality or the designate and the owners so notified. The owner will be required to produce copies of work orders indicating that the machine has been repaired or that other problems have been rectified.

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1.7 Operator's Competence & Performance

The Operator shall maintain all equipment in good working order and shall perform all obligations expressed and implied in this Request for Tender in a good manner. Where in the opinion of the Municipality or the designate, an operator fails to meet the obligations expressed or implied in this Request for Tender package, and without limiting the generality of the foregoing is:

- Unqualified or no valid Manitoba Driver's License, (The Municipality may request a copy of a valid driver's license), or
- Is operating in an unsafe manner, or
- Is not performing satisfactory amount of work, or
- Is not performing the work to the satisfaction of the Municipality

1.8 Operator's Competence & Performance

The equipment and operator may be dismissed immediately and shall not be re-engaged until such time as the inadequacies that result in the dismissal have been remedied to the sole satisfaction of the Municipality or the designate.

The Contractor must provide operator references complete with a contact name and phone number if requested by the Municipality.

1.9 Safety Requirements

Subsequent to the tender, owners of equipment (and their employees) hired by the Municipality are responsible to familiarize themselves with and abide by any and all requirements, with regard to safety equipment and all other standards pertinent to the supply and safe operation of equipment quoted, as required by any and all applicable Federal, Provincial and Municipality of St. Clements By-Laws, orders, policy, procedures and regulations in force at the time of this bid is accepted, or which may subsequently be enacted. Without limiting the foregoing, all operators shall have and use appropriate safety head wear, footwear, safety vests and hearing protection.

All mobile equipment must come equipped with a back-up alarm.

The Municipality may require a written "Safe Work Procedure" for each piece of equipment that is hired under this Request of Tender.

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1.10 Insurance

The Contractor shall be registered with the Workers Compensation Board of Manitoba and shall maintain in good standing workers compensation coverage throughout the term of this agreement.

The Contractors must provide and maintain a comprehensive general liability policy in a minimum amount of \$2,000,000.00 all inclusive; such policy to name the Municipality of St. Clements as an additional named insured; and to contain a cross-liability clause, type of operation to be performed must be shown on the policy. A certified copy of the policy is to be filed with the Municipality in a form satisfactory to the Municipality's solicitor.

All deductibles are to be borne by the equipment owner and not by the Municipality of St. Clements.

Failure to include the insurance with the bid shall result in the quoted equipment being omitted from the equipment list until such a time as the required copy of the policy is received, reviewed and approved by the Municipality.

1.11 Replacement and Substitutions

In the event equipment as quoted breaks down while working for the Municipality, the Municipality will allow an equal or higher-class piece of equipment (at no increased unit cost) to be substituted.

In the event that the equipment is in unsatisfactory condition, or if the Contractor has made a misstatement regarding the specifications of the equipment, the Municipality has the right to terminate this agreement without any liability whatsoever to the Contractor.

1.12 Damage and Errors Claim

The Contractor is responsible for all damages caused by his equipment and to his equipment and any damage shall be reported to the Public Works Manager or his designate overseeing project immediately upon notification of damage or an error. Damage includes but not limited to; Stop, Yield, Speed, Turn, Road Number and Civic address signs, culverts and traps.

The Contractor shall be responsible for all errors caused by his equipment and operators and any cost incurred by the contractor either by way of causing the error or rectifying the error shall be the responsibility of the contractor. All errors shall be followed up in writing by the contractor stating the cause, who was it reported too and how the error was rectified.

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1.13 Assignment of Contract

Bidders cannot assign or subcontract any portion of work covered by this Request for Tender. The contractor is fully responsible for the subcontractor while working under this Tender.

GENERAL SPECIFICATIONS

- Mower must be a rotary cutter minimum of 15 feet in width.
- Contractor must cut 15ft from gravel edge on road slope towards ditch bottom.
- Minimum Tractor HP to be 90 HP
- Cut all shoulders to a maximum of 3 inches in length
- Mower must have proper safety covers to protect against injury to operator, passing motorist and pedestrians.
- Contractor must provide a clearly visible rear flashing light as well as a slow-moving vehicle sign mounted on the rear of the tractor and mower.
- Operator will be required to supply transportation to and from mower without compensation

DESCRIPTION OF WORK

2.1 Commencement of Work (2024)

First Cut – by the mile unit price

The contractor will be expected to provide under the terms of this agreement, the first cut, between June 7, 2024 and July 1, 2024.

Second Cut – by the mile unit prices

The contractor will be expected to provide under the terms of this agreement, the second cut, between September 15, 2024 and October 7, 2024.

2.2 Per Hour Work

Special miles, double cut miles, etc., additional may be directed by the Director of Public Works or his designate, will be covered under the hourly rate quote portion of this document. Unless indicated in writing, all miles cut shall be by the per mile price.

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2.3 Description of Equipment

Tractor

Make: _____ Model: _____

Year: _____ H.P.: _____

Mower

Make: _____ Model: _____

Year: _____ Size: _____

Tractor

Make: _____ Model: _____

Year: _____ H.P.: _____

Mower

Make: _____ Model: _____

Year: _____ Size: _____

Tractor

Make: _____ Model: _____

Year: _____ H.P.: _____

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to THE MUNICIPALITY OF ST. CLEMENTS in the Province of Manitoba, I/We, the undersigned,

THE BIDDER _____

(NAME OF BIDDER)

hereby offer and agree to execute, construct, and complete the following work:

THE WORK Roadway mowing for approximately 735 pass miles on various roads in the Municipality of St. Clements in the Province of Manitoba, in accordance with the applicable Specifications and with the plans furnished or approved by the Municipality; at the following unit prices or sums for the quantities or work performed by the Contractor, when and approved by the Council.

Penalties

If the work is not completed within the required time, for either 1st or 2nd cut, liquidated damages may be charged at the rate of FIVE HUNDRED DOLLARS per calendar day.

Where road side mowing isn't to the minimum width, a four times (x4) cost rate per pass mile as bid by the contractor will be deducted as a penalty from 1st or 2nd cut, once for every mile if the minimum isn't met. It is expected that the 15ft is cut as per standard where possible and is the discretion of the municipality.

Prices

Shall include supply of tractor unit, mower, fuel, transportation, insurance and operator, all incidental costs, overtime, and all applicable taxes, except GST shall be extra.

Item	2024 Rates
Cost per pass mile (1 side)	
Price per hour for extra cutting (if requested)	

Dated at _____ this _____ day of _____, 2021.

_____ per _____
 (CONTRACTOR NAME) (CONTRACTOR SIGNATURE & SEAL)

Address: _____

Cell Phone: _____ Alt. Phone: _____ Fax: _____

WCB No. _____ GST No. _____

Offer accepted this _____ day of _____, 2021.

 Mayor, Municipality of St. Clements

 C.A.O., Municipality of St. Clements