

REQUEST FORPROPOSAL

**2017 CARE AND MAINTENANCE
OF GRASS CUTTING FOR
THE VILLAGE OF OIL SPRINGS CEMETERY**



CLOSING DATE: Friday, March 3rd, 2017 at 4:00 P.M.

REQUEST FOR PROPOSAL

**2017 CARE AND MAINTENANCE
OF GRASS CUTTING FOR
THE VILLAGE OF OIL SPRINGS CEMETERY**

1. INSTRUCTIONS TO BIDDERS

1.1 Request for Proposals will be received by the Village of Oil Springs and should be addressed to:

Jennifer Turk
Clerk-Treasurer
The Corporation of The Village of Oil Springs
4591 Oil Springs Line
Oil Springs, Ontario, N0N 1P0

And shall be sealed and clearly labeled as to the contents as follows: **Request for Proposal- 2017 Care and Maintenance of Grass Cutting for the Village of Oil Springs Cemetery**

Request for Proposals will be received no later than: **Friday, March 3rd, 2017 at 4:00 p.m.**

1.2 Only a written Request for Proposal will be accepted.

1.3 Before submitting the Request for Proposal, the Bidder shall review "Instructions for Bidders" and if necessary visit the site, to ensure the full scope of work required is being considered when submitting their bid.

1.4 The contract period for this **Request for Proposal is May 1, 2017 to October 31, 2017** upon the mutual agreement between the Contractor and the Village of Oil Springs (start and end dates are weather dependent). A review may be undertaken at the end of the first period to negotiate any additions or deletions to the contract, review the performance of the contractor, modify existing areas and generally ensure that the contract is being performed in accordance with the expectations of the Municipality.

1.5 Definitions of terms contained in this document:

- (a) "Contractor" refers to the company or person submitting a bid on this proposal;
- (b) "RFP" refers to this Request for Proposal and all its attached documents and schedules;
- (c) "Clerk-Treasurer" shall mean the Village of Oil Springs personnel and his/her designate.

1.6 Personal information contained in this proposal is collected under the authority of *The Municipal Act* and the *Municipal Freedom of Information Protection and Privacy Act* as amended and any by-laws passed pursuant to it. Questions about this collection should be directed to the Clerk-Treasurer.

- 1.7 Questions, comments or clarification may be obtained by contacting the Clerk-Treasurer or Designate at 4591 Oil Springs Line, Oil Springs, ON N0N 1P0 email: oilsprings@ciaccess.com

RESPONSIBILITIES OF THE CONTRACTOR

2. INSURANCE

- 2.1 The Contractor shall, at his/her own expense, obtain such public liability and property damage insurance as will protect the Contractor and the Village of Oil Springs, and its staff, against any claim for damages or personal injuries, including death, which may arise from the services being provided as a result of this RFP. Insurance shall have a minimum limit of \$2,000,000 inclusive coverage for any occurrence or incident. The Contractor shall also ensure that all vehicles and equipment being utilized to fulfill its obligations under this RFP are fully insured.
- 2.2 This insurance shall cover the full term of this agreement and the Contractor shall file with the Municipality proof of such insurance.
- 2.3 The Municipality shall be under no obligations whatsoever to any person, firm or corporation for any damages or injury, including death, to any person or persons caused by or resulting from, the Contractor, his servants or agents. The Contractor shall also protect, indemnify and save and keep harmless, the Village of Oil Springs, its officers and agents against damages, penalty, fine, claim, judgment, costs or charge suffered, imposed, assessed or incurred for any violation or breach of law occasioned by any act, neglect or omission of the Contractor, his servants or agents.

3. COMPLIANCE WITH LAWS AND ACTS

- 3.1 The Contractor shall comply with all Federal, Provincial and Municipal Laws, statues, regulation and by-laws, relevant to the contract including but not limited to:
- *The Occupational Health and Safety Act*
 - *Workplace Safety and Insurance Act*
 - *Municipal Freedom of Information and Protection of Privacy Act*
 - *Municipal Conflict of Interest Act*

4. WORKERS' COMPENSATION

- 4.1 The Contractor must obtain coverage through the Worker's Safety Insurance Board for all of his/her employees who will be working on lands owned by the municipality and shall submit proof of such coverage to the Municipality prior to commencing any work for the Municipality. The Contractor shall also furnish a satisfactory clearance letter from the Workers' Safety Insurance Board stating that all assessments or compensation payable to the Workers' Safety Insurance Board have been paid.

5. OCCUPATIONAL HEALTH AND SAFETY

- 5.1 For the purposes of the Occupational Health and Safety Act, the successful Contractor shall ensure that:
- The measures and procedures prescribed by this Act and the regulations are carried out on the Contract;
 - Every employer and every worker performing work on the Contract complies with this Act and the regulations; and
 - The health and safety of workers on the Contract is protected.

6. EXTRAWORK

- 6.1 No variation from the work that may involve or will result in an addition to the amount of the contract shall be proceeded with until proper approval has been obtained from the Municipality.

7. ASSIGNMENTS

- 7.1 The Contractor shall not make any assignments or subcontract for the execution of any of the agreed upon work without the consent in writing of the Municipality.

8. RESPONSIBILITY FOR EQUIPMENT AND DAMAGE

- 8.1 The Contractor will be held responsible for all damage which may occur to equipment used in the performance of the work and services required hereunder due to the faulty operation or usage on the part of himself or his employee.
- 8.2 The Contractor will also be held responsible for any damage caused to the Municipal Lands or its contents where such damage may be attributed to the use of equipment or materials of any kind by the contractor or his/her employees. All such damage shall be made good by new materials as required, to match existing work in kind, quality and workmanship.
- 8.3 The Contractor shall provide and maintain adequate and suitable means to save the Municipal Lands and its contents from injury, dust and defacement during the progress of the Contractor's work by means of approved protection where necessary or directed by the Municipality.
- 8.4 The Contractor shall be responsible for promptly reporting to the Municipality any damage caused by his/her employees to turf, trees, equipment, buildings or headstones/monuments located on the Municipal lands.

9. RESPONSIBILITY FOR THE CONTRACTOR'S EMPLOYEES

- 9.1 The Contractor shall insure that their employees are dressed in accordance with Workplace Health & Safety regulations while performing work on Municipal Lands, and further that the employees are dressed in an appropriate manner while working in a public atmosphere as may be deemed by the Superintendent of Public Works.

10. INSPECTION AND SUPERVISION

- 10.1 The Superintendent of Public Works and his/her designate is designated to judge and report on the progress, adequacy and completeness of all work completed by the Contractor.
- 10.2 The Contractor shall ensure that a competent person is always present at the work location that is authorized to act on his behalf and to see that work is being carried out in a safe and proper manner.

11. DILIGENCE

- 11.1 In case the Contractor makes default or delay in execution of the work to the satisfaction of the Municipality, the Municipality may give notice in writing to the Contractor that he/she is in default. Should the Contractor fail to remedy such defaults or delays to the satisfaction of the Municipality, or should the Contractor become insolvent or abandon the work or otherwise fail to observe the provisions of this agreement, then the Municipality may take the work, or portions thereof, out of the Contractor's hands and employ a person or persons such as it may deem fit to complete the work. In such case, the Contractor shall be chargeable with and remain liable for all loss or damage which may be suffered by the Contractor for the cost of doing any such work over and above the contract price therefore.

12. CONDUCT

- 12.1 The Contractor and his employee(s) shall conduct themselves in an orderly and courteous manner while on Municipal Lands.

13. EQUIPMENT AND SUPPLIES

- 13.1 The Contractor shall supply equipment and supplies required for the performance of the work and services required under this agreement.
- 13.2 All applicable tractors and equipment must comply with roll-over protective structures regulation made under the *Occupational Health & Safety Act*.

14. OTHER

- 14.1 The failure of the Municipality to insist, in one or more instances, upon the performance by the Contractor or any of the terms and conditions of this agreement shall not be construed as a waiver of the future performance of any such term or condition and the obligation of the Contractor shall continue in full force and effect.
- 14.2 The Contractor shall for the purpose of this agreement, be and be deemed to be an independent contractor and shall not be or be deemed to be an agent, employee or servant of the Municipality.

15. WORK DETAILS

- 15.1 Grass must be cut evenly and only with safe, sharp cutting blades.
- 15.2 Paper and other litter debris must be picked up and removed from grass area before each cutting operation.
- 15.3 Grass must be cut/trimmed around all monuments/headstones and trees.
- 15.4 The Contractor shall furnish all labour, equipment and supplies required for the execution of this contract.

16. WORK SCHEDULE

- 16.1 The Contractor shall co-ordinate his/her work schedule with the Clerk-Treasurer to avoid any conflict or interference with other planned activities at the Cemetery.

17. INSPECTION AND SAFETY

- 17.1 All work is subject to the inspection and satisfaction of the Superintendent of Public Works.
- 17.2 If an area is found to be unsatisfactory, the Contractor will have a certain amount of time as deemed reasonable by the Clerk-Treasurer or designate to respond to correct the deficiencies or invoicing related to this cut will not be paid.
- 17.3 CSA approved Personal Protective Equipment must be worn by the Contractor when working on municipal lands, including but not limited to safety footwear, long pants, eye protection, ear protection and any other safety equipment that the Superintendent of Public Works may deem as appropriate for the work environment.
- 17.4 No personal listening devices with head phones are to be worn at any time while operating equipment.

18. Award

- 18.1 The Municipality does not bind itself to accept the whole or any part of any tender, the Corporation of the Village of Oil Springs reserves the right to reject it. The Village reserves the right to reject any or all of the tenders for any reason whatever and to accept any proposal if considered best for the Village's interest.
- 18.2 In the event a bid is accepted by the Municipality, the tender shall constitute a binding agreement as set out in the General Conditions and Supplementary Specifications of this Contract.