

REQUEST FOR QUOTATIONS (RFQ)

FOR THE PROVISION OF

LAWN MOWING & LANDSCAPE MAINTENANCE FOR THE COUNTY ADMINISTRATION BUILDINGS

PW-B-13-2025-26-E3

Issue Date: February 13, 2025

Closing Date and Time: March 6, 2025, at 1:30 PM.

Submission Of Quotations

RFQ must be submitted using the "Quotation Form" which can be found at the end of this document. RFQ may be submitted, electronically, by mail, courier or in person on or before the closing date and time. RFQ received after the closing date and time will not be considered.

RFQ Submission Locations:

Lanark County Public Works Building, 99 Christie Lake Road, Perth, ON K7H 3C6

By Email: pwtenders@lanarkcounty.ca

E-mailed RFQ should not exceed 10 MB in size.

By Fax: 613-267-2793

SECTION 1 - TERMS AND CONDITIONS

1.1 Definition

Wherever the words "County" or "Corporation" or "Owner" or "Lanark County" appears in this RFQ or any documents relating to it, it shall be interpreted as meaning the "The Corporation of Lanark County".

1.2 Reserved Rights

The Bidder acknowledges that RFQ will be evaluated on the following basis:

- (a) Lanark County shall have the right to reject any or all RFQ for any reason, or to accept any RFQ which the Lanark County in its sole unfettered discretion deems most advantageous to itself. **The lowest or any RFQ will not necessarily be accepted** and Lanark County shall have the unfettered right to:
 - i. accept a non-compliant RFQ;
 - ii. accept a RFQ which is not the lowest RFQ.
 - iii. reject a RFQ that is the lowest bid even if it is the only RFQ received.
- (b) Lanark County reserves the right to consider during the evaluation of RFQ all or some of the following criteria in assessing a RFQ, none of which shall be binding on Lanark County:
 - i. information provided in the RFQ document itself, including but not limited to information relating to the Bidder's understanding of the project, quality of submission, cost savings, process improvements for Lanark County, project schedule and cost;
 - ii. information provided in response to enquiries of credit and industry references set out in the RFQ;
 - iii. past performance in the provision of services to Lanark County or local Municipalities in Lanark County;
 - iv information received in response to enquiries made by Lanark County of third parties apart from those disclosed in the RFQ in relation to the reputation, reliability, experience and capabilities of the Bidder;
 - v. the manner in which the Bidder provides services to others;
 - vi. the experience and qualification of the Bidder's senior management and project management;
 - vii. the compliance of the Bidder with Lanark County's requirements and specifications;
 - viii. innovative approaches proposed by the Bidder in the RFQ; and,
 - ix. Lanark County's policies relating to tendering and issuing contracts to Third Parties.

- (c) Lanark County may rely upon the criteria which Lanark County deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a bid, the Bidder acknowledges Lanark County's rights under this Section and absolutely waives any right, or cause of action against Lanark County and its consultants, by reason of Lanark County's failure to accept the bid submitted by the Bidder, whether such right or cause of action arises in Contract, negligence, or otherwise.
- (d) The Bidder acknowledges and agrees that Lanark County will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Bidder as a result, or arising out of submitting a RFQ for the proposed Contract or due to Lanark County's acceptance or non-acceptance of their RFQ.
- (e) RFQ which are incomplete, conditional or obscure, or which contract additions not called for, alterations, or irregularities of any kind, may be rejected as informal.
- (f) Each item in the Quotation Form shall be a reasonable price for such item. **Under no circumstances will an unbalanced Quotation Form be considered**. Lanark County will be the sole judge of such matters and should any RFQ be considered to be unbalanced, then it will be rejected by Lanark County.
- (g) The lump sum price or prices quoted in the RFQ shall include the furnishing of all materials, supplies and equipment and providing of all labour, construction tools and equipment, utility and transportation services necessary to perform and complete all the work required under the Contract, including all miscellaneous work, whether specifically included in the Contract Documents or not.
 - Unless otherwise specified in these RFQ documents, this RFQ constitutes an irrevocable offer to provide the goods and/or services described herein for a period of sixty (60) calendar days from the closing date of RFQ.
- (h) The acceptance of any Submission is subject to appropriate funding acceptable to Lanark County.
- (i) The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the RFQ.
- (j) Lanark County reserves the right to reject the RFQ of any Bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully prosecute and complete the work in the specified time.

1.3 RFQ Procedures

RFQ will be called, received, evaluated, accepted and processed in accordance with Lanark County's Policy for the Procurement of Goods and Services (By-Law No. 2023-45). A copy of the Policy can be found on our website at the following link: https://www.lanarkcounty.ca/en/doing-business/resources/documents/Bidding-Opportunities/Bylaw-2023-45-Procurement-Policy.pdf

1.4 Communications

All questions related to this RFQ should be emailed to pwtenders@lanarkcounty.ca or contact Lanark County Public Works Business Office by phone 613-267-1353 or toll-free 1-888-952-6275. No oral explanation or interpretation shall modify any of the documents or provisions of the RFQ.

1.5 Withdrawal or Substitution of Submission

A Bidder may withdraw or substitute all or part of their RFQ at any time up to the closing date and time. The last RFQ received shall supersede and invalidate all RFQ previously submitted by that Bidder for this RFQ call. A Bidder may withdraw their RFQ, at any time, up to the closing date and time, by submitting a letter bearing the signature, as in their RFQ, to Lanark County who will mark thereon the time and date of receipt and will place the letter in the RFQ box. No telephone calls will be considered for this purpose.

1.6 Opening of Submissions

There will be no public opening for this RFQ. The successful Bidder's name and total price bid will be available, upon request. All RFQ become the property of Lanark County and are subject to the Freedom of Information and Privacy Legislation.

1.7 Method for Purchases

All materials or services purchased as part of this RFQ will be completed by purchase order issued by Lanark County at the time of the requirement, and all conditions within this RFQ document shall form part of each purchase order. The purchase order number shall be shown on the Bidder's invoices.

1.8 Laws and Regulations

The Bidder shall comply with all relevant Federal, Provincial and Municipal, Laws, Acts, Statutes, Ordinances, Regulations, Order-In-Councils and By-Laws which could in any way pertain to the materials or services outlined in the RFQ or to the employees of the Bidder. The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

1.9 Health and Safety

Lanark County is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, bidder's and their agents and others on our premises. The Bidder shall conform to and assumes full responsibility to enforce strict compliance with the Occupational Health and Safety Act and Regulations made under that Act.

1.10 Insurance

The Bidder shall provide proof of General Liability Insurance in the name as shown on the RFQ, in a minimum amount of Five Million Dollars (\$5,000,000.00). The Corporation of Lanark County shall be named as an Additional Insured. The Bidder remains responsible for maintaining the required insurance even if the Certificates are never exchanged and/or requested.

1.11 Term

The term of this RFQ shall be from the award of the Quotation **to December 31, 2026**. During the term, the unit prices bid within this RFQ shall remain in effect and shall not be subject to any price increases.

1.12 Progress and Time for Completion

Time shall be of the essence on all orders placed. If the Bidder is unable to meet the delivery date, Lanark County may, at its sole discretion, cancel the purchase order and obtain the necessary materials or services in whatever manner Lanark County deems appropriate.

1.13 Adjustment to Quantities

The quantities shown in the Quotation Form are estimated quantities only and, in order to work within the financial capabilities of Lanark County, are subject to increase or decrease without penalty to Lanark County.

1.14 Payments

The Bidder shall invoice Lanark County, monthly, for materials and services provided. Lanark County shall pay said invoices within thirty (30) days. Lanark County shall have the right to withhold from any sum otherwise payable to the Bidder such amount as may be sufficient to remedy any defect or deficiency in the material or services, pending correction of the same.

1.15 Taxes

H.S.T. will be paid, in addition to the Unit Price Bid, at the applicable rate, at the time of purchase. All other taxes and fees shall be included in the quoted unit price.

SECTION 2 - GENERAL PROVISIONS

2.1 Clarification

It will be the Bidder's responsibility to clarify with Lanark County any details in question not mentioned in this RFQ or shown on the accompanying drawings, before submitting his bid.

2.2 Work Performed Tickets

The Bidder will complete a ticket each time they perform work that includes, the location, type of work, date and time work performed. These tickets will be left at the end of day when work is performed in the following location: Public Works Building Reception, If the location is closed when the ticket is ready for submission, the ticket shall be left in the Public Works Building mailbox. (Located to the right of the main doors when facing the doors)

2.3 Equipment

The Bidder will provide, with their Quotation Form, a list of their available equipment that will be used to perform the services as described in the bid.

2.4 Optional Contract Extensions

Extension 1: Prior to February 1, 2027, the Bidder will advise the County, in writing, whether he is prepared to offer the same **services for the year 2027**, and the County will accept or reject the offer within sixty (60) calendar days.

Extension 2: This extension option is only available if Extension 1 was granted.

Prior to February 1, 2028, the Bidder will advise the County, in writing, whether he is prepared to offer the same **services for the year 2028**, and the County will accept or reject the offer within sixty (60) calendar days.

Extension 3: This extension option is only available if Extension 2 was granted.

Prior to February 1, 2029, the Bidder will advise the County, in writing, whether he is prepared to offer the same **services for the year 2029**, and the County will accept or reject the offer within sixty (60) calendar days.

SECTION 3 - SPECIAL PROVISIONS ITEMS

3.1 Schedule for Work

All lawn mowing shall be conducted as follows:

First Cut: No sooner than the first week of April each year

<u>Last Cut</u>: No later than the second week of October each year.

*Contractor shall meet with County Representative (Facility Coordinator) at, the end of March start of April, to discuss the work plan and cut areas identified in the Tender.

3.2 Unit Price Inclusions

The unit prices, as quoted, shall include the supply of all labour, equipment and materials, required to complete this Contract to the satisfaction of Lanark County.

3.3 Mowing/Cut/Trim Requirements

The Bidder shall ensure the grass length does not exceed 4 inches. The mowing locations are identified on the map, included in Section 4, with hatching.

The mower deck shall be aimed away from parked cars and buildings when cutting.

All entrances and windows shall be clear of grass clippings when work is completed.

The Bidder shall cut either side of the Tay River Pathway and laneway to Lanark Lodge, approximately 2-3 meters wide (where accessible), and cut/trim around all signage and Tree Memorials along the Pathway. The Bidder will take all precautions not to damage any trees and signs when trimming.

The Bidder shall cut/whipper snip behind garbage area and the small hill South East (S/E) of Public Works office once a month. This area is identified on the map, included in Section 4, with cross hatching.

3.4 Mowing Frequency

Lanark County reserves the right to increase or decrease the frequency of lawn mowing as controlled by the climate. Mowing frequency shall not exceed more than two occurrences per week.

3.5 Transportation of Equipment / Operator

Lanark County <u>will not</u> be responsible for transporting the equipment or operator to and from his place of mowing.

3.6 Storage of Equipment

Storage of equipment is the Bidder's responsibility, no equipment storage onsite.

3.7 Performance / Quality of Work

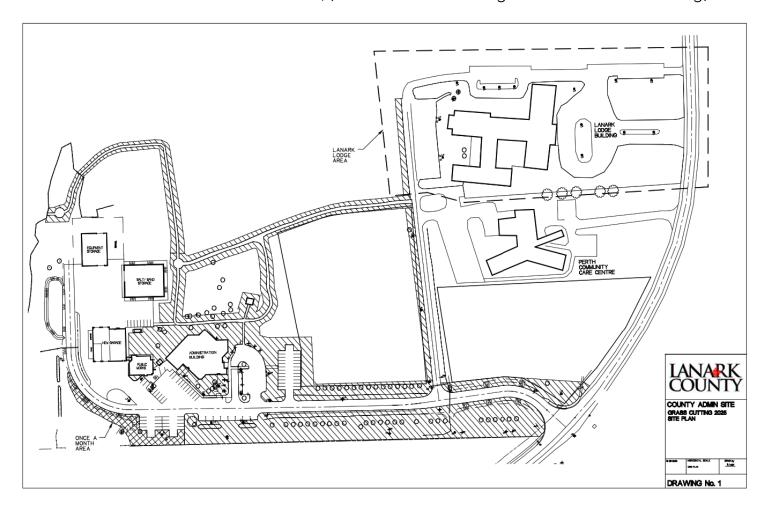
Lanark County shall be the sole judge of the quality and acceptability of the equipment to be used and quality of mowing and maintenance performed. Areas mowed that are not acceptable to Lanark County will be re-mowed at the Bidder's expense. The Bidder will exercise caution when mowing any seasonal wet (soft) areas and will be responsible for any repairs required if they should do damage.

3.8 Round Garden Planting and Maintenance

Contractor shall supply the plants, and perform the planting of the identified species and perform regular weeding of the planter boxes (See Appendix A)

SECTION 4 - LOCATION OF WORK

The work is located at 99 Christie Lake Road, (Administration Building and Public Works Building)



QUOTATION FORM

For the Provision of:	Lawn Mowing & L Buildings	andscape Maintenance for the County Administration.
Contract #:	PW-B-13-2025-26	5-E3
As Supplied By:	Company Name (H	dereinafter called the Bidder)
	Address	
	Phone	Email Email

To: The Corporation of Lanark County

The Bidder Declares that:

- 1. No person(s), firm or corporation, other than the Bidder, has any personal interest in the RFQ or in the award for which this Quotation is made.
- 2. No member of The Corporation of Lanark County Council and no officer or employee is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom.
- 3. This RFQ is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a quotation for the same and is in all respects without collusion or fraud.
- 4. I understand that in submitting this RFQ, the lowest costed or any RFQ at all will not necessarily be accepted and that an award under this RFQ is required by the Lanark County Public Works Director.
- 5. I/We have read and understand the contents and requirements of this RFQ, including all Addenda to this RFQ, and hereby agree to all the terms and conditions noted in this RFQ and all Addenda thereto. By signing this responding submission, I confirm that Lanark County has the legal right and ability to enforce the said provisions of the RFQ as against the Bidder to the extent of its obligations as established herein and that it is stopped from pleading or asserting otherwise in any action or proceeding.

The undersigned has carefully examined the conditions of this RFQ and is fully informed as to Lanark County's requirements and hereby offers to perform the services and/or provide the materials for the following prices.

.....

SCHEDULE OF ITEMS AND PRICES

All items must be bid. Unit Prices must be rounded to two decimal places only. Schedules will be awarded as one contract.

Schedule "A" - Administration Buildings (Including Tay River Pathway) - Year 2025

Item #	Description	Unit	Estimated Quantity	Unit Rate	Total
1	Lawn Mowing (Including grass trimming)	Occurrence	28	\$	\$
2	Bush & Limb Trimming	Hours	8	\$	\$
3	Flower Bed Maintenance	Hours	80	\$	\$
4	Raking and Clean-up	Hours	20	\$	\$
5	Round Garden: Supply and planting of plants. (Refer to Appendix A for type and quantity)		8 hours / 160 plants		\$
TOTAL SCHEDULE "A"					\$

Schedule "A" - Administration Buildings (Including Tay River Pathway) - Year 2026

Item #	Description	Unit	Estimated Quantity	Unit Rate	Total
1	Lawn Mowing (Including grass trimming)	Occurrence	28	\$	\$
2	Bush & Limb Trimming	Hours	8	\$	\$
3	Flower Bed Maintenance	Hours	80	\$	\$
4	Raking and Clean-up	Hours	20	\$	\$
5	Round Garden: Supply and planting of plants. (Refer to Appendix A for type and quantity)		8 hours / 160 plants		\$
TOTAL SCHEDULE "A"					\$

		TOTAL PRICE	\$	
I have attached the	mandatory list of e	quipment, as per Section	2.3 . []	
Dated at	, Ontario, this _	day of	, 2025.	
I have the authority t	o bind the Corporati	on.		
Signature		_		
Print Name		Position		
