



**TOWN OF LUNENBURG
RFP #TOL2025003**

**REQUESTS FOR PROPOSALS
Town of Lunenburg Mowing RFP**

Proposals will be received no later than:

**2:00:00 pm AST
March 5th, 2025**

Addressed to:
Curtis Bell
Procurement Coordinator
Town of Lunenburg
119 Cumberland Street
Lunenburg NS B0J 2C0

TABLE OF CONTENTS

1.0 GENERAL TERMS AND CONDITIONS.....3

Purpose.....3

Proposal Submissions.....3

Irrevocable Offer3

Proposal Costs.....4

Municipal Contact for Request for Proposals.....4

Opening.....4

Selection Process.....5

Modification and Withdrawal of Proposals.....5

Acceptance and/or Rejection of Proposals and Reservation of Rights.....5

Governing Law and Jurisdiction.....6

Proposal Form.....6

Freedom of Information and Protection of Privacy Act.....7

Reference Checks.....7

Interviews, Samples and Demonstrations.....7

Conflict of Interest.....7

Nova Scotia Worker's Compensation.....7

Human Rights Act.....8

Ownership of Data and Information.....8

2.0 SPECIFICATIONS AND REQUIREMENTS.....8

Defintions & Terms of Contract8

Description of Work.....9

Schedule A - Breakdown.....11

Schedule B13

Maps.....14

3.0 PROPOSAL FORM.....19

1.0 GENERAL TERMS AND CONDITIONS

Section 1 of this proposal document sets out a summary of requirements and outlines the General Terms and Conditions. The Town of Lunenburg shall hereby be referred to as the "Town", "TOL" and "Town of Lunenburg" throughout this document.

Purpose

The Town of Lunenburg is seeking proposals with regard to the mowing requirements, for the Town of Lunenburg" as specified within this Request for Proposal ("RFP") document.

This RFP states the instructions for submitting proposals, and procedures and criteria by which the successful proponent may be evaluated, subject to the Town's overriding discretion to determine what is in its best overall interests.

Proposal Submissions

Any change notices, appendices and addenda issued for this Request for Proposals shall be considered part of this proposal document. The proposal is to be submitted, clearly marked with "**TOL Mowing**" and proposal document number, to Curtis Bell, Procurement Officer at 119 Cumberland Street, Lunenburg, NS B0J2C0 by delivery of a PDF COPY, only, **before** the closing time on the closing date (the "Closing Time"). Proponents must submit one (1) PDF copy via email to purchasing@townoflunenburg.ca. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the Proponent. Proposals will not be accepted after the Closing Time. The Town shall have the right in its absolute and unfettered discretion to determine whether a proposal has been received prior to the Closing Time. Proposal prices must remain open and available for acceptance by the Town for 90 days after the Closing Time. All proposals shall become the property of the Town of Lunenburg. It is the responsibility of each Proponent to submit all required documents as outlined in this Request for Proposals. Failure to quote on all options set out may disqualify your proposal.

Irrevocable Offer

The proponent hereby acknowledges that offers contained within your response to this RFP shall remain open for acceptance by the Town of Lunenburg for a period of not less than ninety (90) days from the Closing Time specified. Proponents may not make modifications to their Proposals after the Closing Time.

**REQUEST FOR PROPOSALS for:
TOL MOWING**

Proposal Costs

The proponent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, submission of proposal, and any work performed prior to official appointment by the Town of Lunenburg.

Municipal Contact for Request for Proposals

It shall be the proponent's responsibility to clarify any points in question with the Town of Lunenburg prior to submitting the proposal. Deadline for all inquiries is **February 26, 2025 by 2:00:00pm**. Inquiries regarding the specifications of the RFP should be directed to:

Name Curtis Bell
Title Procurement Officer
Email Address purchasing@townoflunenburg.ca

If a proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in this Request for Proposal, they must notify the Town of Lunenburg immediately via email.

Any revision to this Request for Proposal will be issued as an addendum to all known potential proponents. Only an addendum issued by the Town of Lunenburg will amend this Request for Proposal.

Please check the Town website townoflunenburg.ca/purchasing.html to determine if any addendums have been issued prior to the submission deadline.

Opening

Proposals will only be received by:

Name Curtis Bell
Title Procurement Officer
Email Address purchasing@townoflunenburg.ca

One (1) PDF copy of your proposal must be received by email prior to **2:00:00 p.m. AST, March 5th, 2025**. Proposals received later than the specified Closing Time may be returned unopened to the Proponent.

Selection Process

Selection, the Town of Lunenburg will not necessarily accept the lowest price or any proposal. Any implication that the lowest price or any proposal will be accepted is hereby expressly negated. The successful proponent(s) will be selected based upon evaluation criteria developed by the Town which in its sole discretion will determine the manner in which each response to this RFP meets the evaluation criteria. The proposal will be awarded to one proponent only.

Evaluation Criteria, each response to this RFP will be evaluated by the Town of Lunenburg to determine the degree to which it responds to the requirements set out herein. Because this is a Request for Proposals, other factors in addition to price will be considered when submissions are evaluated. Additional evaluated factors besides price will include, Performance of similar work; Training, Safety Measures, S.O.P guidelines; and references.

Please indicate any requirements not met in your proposal with a brief description and reasons therefor.

The Town will read, review and evaluate each proposal. The below evaluation criteria table should be used as a reference only. The Town may in its sole and absolute discretion use or alter the below criteria or use some other evaluation criteria in its entirety. Selected Proponents may be asked to make a presentation of their proposal of the Town's selection team.

The selection team may make a recommendation to the Town Council for the award of this RFP or components thereof.

Modification and Withdrawal of Proposals

Proposal prices must remain open and available for acceptance by the Town for 90 days after the Closing Time. Proponents will not have the right to change conditions, terms or prices of the proposal once the proposal has been submitted in writing to the Town of Lunenburg. All proposals shall become the property of the Town of Lunenburg. It is the responsibility of each proponent to submit all required documents as outlined in this RFP.

Acceptance and/or Rejection of Proposals and Reservation of Rights

The Town is not under any obligation to award a contract and reserves the right to terminate this RFP at any time, for any reason, and to withdraw from discussions with all or any of the proponents who have responded. The receipt and opening of a proposal does not constitute acceptance of any proposal.

The Town reserves the right to reject all or any proposals, to make changes to the procurement process and to not necessarily accept the lowest proposal. The Town may accept any proposal that may be considered in the best interests of the Town in its sole and absolute discretion. The Town also reserves the right in its sole and absolute discretion to waive any formality, informality, or technicality in any proposal. This includes

**REQUEST FOR PROPOSALS for:
TOL MOWING**

the right to accept a proposal that is not strictly compliant with the instructions in the RFP document.

The Town reserves the right to negotiate, after the RFP Closing Date, with any proponent to finalize service arrangements in the best interests of the Town.

The Town shall not be bound by trade or custom in dealing with and/or evaluating the responses to the RFP. The Town reserves the right to interpret any and all aspects of this RFP as may be most favorable to the Town.

Proponents will be deemed to have familiarized themselves with existing conditions and any other conditions which may affect performance of the contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation.

Proponents waive any claim against the Town for any compensation of any kind whatsoever as a result of its participation in or providing a response to this RFP process, including without limitation any claim for costs of proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, equity, breach of any duty, including, but not limited to breach of the duty of fairness, breach of any obligation not to accept non-compliant proposals or any other cause of action whatsoever.

In submitting a proposal, the proponent has accepted the reservation of rights as set out herein and agrees to be bound by same.

Governing Law and Jurisdiction

Any contract resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia. Any disputes shall be determined in the courts of Nova Scotia.

Proposal Form

The attached Proposal Form must be completed and submitted with all proposals for consideration. Failure to complete and submit the proposal form could lead to the rejection of the proposal.

Freedom of Information and Protection of Privacy Act

The Town of Lunenburg is subject to the Municipal Government Act provisions relating to the freedom of information and protection of privacy provisions Freedom of Information and Protection of Privacy Act (FOIPOP) and associated Provincial legislation. Any proposal submitted to the Town may be required to be disclosed publicly if any request is to be made under FOIPOP.

Reference Checks

Proponents are asked to include three (3) references to assist in the evaluation of the proposals. The Evaluation Committee may, in its sole and absolute discretion, but is not required to, conduct reference checks with any or all of the references stated in a proposal, and conduct any background investigations that it considers desirable to seek to verify information provided by, or relating to, a proponent, whether contained in the proposal or not. By submitting a Proposal, the Proponent authorizes and agrees to the release of information by references to the Evaluation Committee and those persons assisting the Evaluation Committee in respect of this RFP.

Interviews, Samples and Demonstrations

To assist in the evaluation of the proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to, request an interview and/or sample and/or demonstration, from some or all proponents to the Evaluation Committee and those assisting the Evaluation Committee and may consider and rely on any clarification or supplementary information received from the interview and/or sample and/or demonstration in the evaluation of proposals. The Town is not required to give any proponent an opportunity to make an interview and/or sample and/or demonstration or provide any clarification or supplementary information. Samples, if so requested, are to be provided at no cost to the Town and if not destroyed in testing or review, the proponent may request the samples be returned at their expense. The Evaluation Committee may consider and rely on any review of samples provided in the evaluation of Proposals.

Conflict of Interest

The Proponent warrants that no conflict of interest exists with any Town staff, Council or Committee member regarding their RFP submission or with the Town's evaluation process. Should a conflict of interest exist or arise, the Town at its sole discretion may disqualify the proposal submission and/or contract as applicable.

Nova Scotia Worker's Compensation

The successful Proponent must be registered and remain in good standing with NS WCB or provincial equivalent throughout the term of contract issued pursuant to this RFP.

Human Rights Act

The successful Proponent shall ensure full observance of the NS Human Rights Act in all dealings related to this project.

Ownership of Data and Information

All data, other information and all resulting reports and materials prepared by the successful Proponent shall be the exclusive property of the Town who reserves ownership rights to all ideas, plans, concepts, etc.

2.0 SPECIFICATIONS AND REQUIREMENTS

Definitions

“Mowing”

Means the cutting of grass including the clipping and trimming of grass where required by machine or manual mean; and

“Town Engineer”

Means the Town Engineer of the Town of Lunenburg or their designated representative.

General

The Town is calling for tenders without obligation. The Town reserves the right to reject the lowest or any other tender.

Terms of Contract

Prices to be tendered in a lump sum amount using the official tender form for mowing services from **May 1st to November 30th, 2025 and May 1st to November 30th, 2026**. Tenderers may also provide a price for the next two two-year mowing terms as listed on the tender form.

Any work not performed in accordance with the contract or specifications may be corrected by the Town at the contractor's expense or the value of the work may be deducted from the monthly payment.

The Town shall have the sole right in its unfettered and absolute discretion to renew any contract entered into as a result of this procurement process for two additional two-year terms. In order for the Town to exercise its right to renew, it must provide written notice no less than 30 days prior to the expiration of the term of the contract in effect.

The Contractor shall indemnify and hold the Town and all its officers, agents and employees harmless against all risks, liabilities and damages which in any way arise from the Contractor's performance of this contract.

Description of Work

The contractor shall provide all the labour, tools, materials, consumables, equipment and supervision necessary for the performance of all operations incidental to mowing, weed trimming, and shrub trimming to keep the areas and properties of the Town specified in Schedule "A" in a neat and orderly appearance. The frequency and performance of the work will be in accordance with this document.

All equipment, tools and materials shall be used in a manner which is safe for all pedestrians and employees and in accordance with all provincial and federal safety standards.

Grass is to be maintained with a "cut and trimmed" appearance meaning the grass should be mowed at least once per week to a height of two (2) inches in length. During the entire mowing season the grass height for the areas noted in Schedule "A" cannot exceed four (4) inches in length at any time during the term of the contract. The areas noted in Schedule "B" are to be cut on a regular basis to a height of four (4) inches or less in length. Cutting in these areas does not have to be carried out as often as mowed areas but must not have growth over six (6) inches in length.

Bunches and rows resulting from mowing will be removed or raked out. Discharge from mowers does not need to be collected. Discharge may be left on lawn, but it must be evenly distributed (i.e. no clumping or rows left by mowers).

After mowing and trimming, grass clippings and other litter or debris shall be removed from sidewalks, walkways, and other paved areas.

The Contractor will be responsible for any damage sustained to plantings as a result of mowing.

The Contractor will be responsible for any damage sustained to private or public property as a result of moving (i.e. sprinklers, electrical systems, glass breaks, playground equipment damage, etc.). Any such damage must be repaired at the contractor's expense and will include material and labor costs.

Loose debris will be removed from the path of mowers prior to cutting.

The Contractor shall confer with the Town Engineer regarding the mowing schedule. Green areas should not be mowed more than the scheduled frequency without prior approval.

Raking and bagging of the grass, brush and shrubs must be carried out on an as required basis or as directed by the Town Engineer.

In the fall, leaves shall be mulched during the regular mowing schedule.

All bids shall include price proposals. Fuel costs are to be included in the price proposals.

All guarantees shall be stated in full and attached to the tender form. Any exceptions to the specifications shall be stated on the tender form or on a sheet of paper attached to the tender form.

**REQUEST FOR PROPOSALS for:
TOL MOWING**

The Contractor shall not be entitled to assign or transfer this contract or any rights or obligations thereunder. The Contractor cannot subcontract out any portion of the work under this contract except with the express written consent of the Town. This contract may be cancelled by the Town in its sole and absolute discretion, with or without prior notice to the Contractor.

Schedule "A"

The Contractor shall supply all persons and equipment required to mow, with a mulching blade in the fall, the areas of the Town listed on Schedule "A". Mowing includes clipping and trimming around buildings, trees, fences, flower beds, etc. and as directed by the Town Engineer.

Please note that Areas 45 through 50 only need to be mowed once a month.

Schedule "B"

The Contractor shall supply all persons and equipment required to cut the grass, brush and shrubs in the areas of the Town listed in Schedule "B".

**REQUEST FOR PROPOSALS for:
TOL MOWING**

**SCHEDULE "A" (Circles #s)
GRASS AREAS TO BE MOWED**

Area	Location	Length (ft)	Width (ft)	Approx Sq Feet
1	Green at Dufferin	200	150	30,000
2	Sandy Hollow at Maple	200	100	20,000
4	Cove Park	125	100	12,500
5	Parcel behind Robin Scott's (80 Victoria Road)			6,600
6	Victoria Road in Front of Two Family's Restaurant	45	15	675
7	Hall Street	640	2.5	1,600
		670	10	6,700
		100	15	1,500
8	West Side of former CN Station	145	20	2,900
		77	17	1,309
	From Former CN Station to Dufferin Street	157	19	2,983
9	Walkway behind Dale Lohnes (26 Young Street)			2,700
10	New Fire Hall (25 Medway St & southside between Linden and 25 Medway)			23,050
11	Lincoln Street at Day Care	20	15	300
13	Donut Hill	350	45	15,750
14	Triangular section West of Nelson's Consulting			
	at the corner of Pelham and Lincoln	25	10	250
15	East Side of Kaulback (Cumberland to Lincoln)	126	8	1,008
17	Pelham St (north side) from Kaulback to 150 ft east	150	5	750
18	Kaulback Street (Montague to Pelham)	140	30	4,200
20	French Cemetery Park			8,300
21	French Cemetery	130	100	13,000
22	Bluenose Drive - Public Washroom to King	600	10	6,000
		45	23	1,035
23	Fisherman's Memorial (Bluenose Drive)			2,700
24	Bluenose Drive - King to Hopson (Both Sides)			4,100
25	Hopson Street - Montague to Pelham	140	40	5,600
26	Pelham Street (South Side) Shipyard Hill to Sawpit Road	250	25	6,250
27	Park at Rous Brook	150	100	15,000
28	Park at MT&T	80	50	4,000
29	South Side of Old Fire Hall (Cumberland Street)	60	20	1,200
30	North Side of Old Fire Hall/Electric Light (Townsend Street)	50	22	1,100
		88	14	1,232
31	Park (West Side of Town Hall)	125	60	7,500

**REQUEST FOR PROPOSALS for:
TOL MOWING**

32	War Memorial and Jubilee Square (East Side of Town Hall)	400	130	52,000
33	Prince Street (Lincoln to Cumberland)	140	30	4,200
34	Hopson Street - East and South Side of Armouries	130	15	1,950
35	Kempt Street (Cumberland to Lincoln) West Side	114	7	798
36	Blockhouse Hill (Total Area 88,200 less 40,300)			47,900
37	King Street Extension Undeveloped (North of Creighton)	100	60	6,000
38	Duke Street Extension Undeveloped (North of Creighton)	100	45	4,500
39	West of 61 Lincoln Street (Marie Lohnes)	145	50	7,250
40	Park behind New Fire Hall (250th Park)			20,000
41	Sewage Treatment Plant (125 Starr Street)			14,500
42	Former Angus Walter's Home (37 Tannery Road)			1,970
43	Victoria Road Sidewalk (Tim Hortons to Centennial) North Side (Increased area by 230 due to new sidewalk)			6,230
44	Water Treatment Plant (524 Northwest Road)			17,000
45	Around Raw Water Pump House on Northwest Road (765 Northwest Rd)			
46	Around Main Shutoff Valves from Dares Lake (765 Northwest Rd)			
47	Dares Lake intake House ((765 Northwest Rd))			
48	Garden Lots Standpipe and Chlorinator (57 Hospital Rd)			
49	Around Water Treatment Plant Storage Tank (524 Northwest Rd)			
50	Area Behind Water Treatment Plant (Old Reservoir) Tank (524 Northwest Rd)			

**REQUEST FOR PROPOSALS for:
TOL MOWING**

**SCHEDULE "B" (Squared #s)
GRASS AREAS TO BE CUT**

<u>Area</u>	<u>Location</u>	<u>Length (ft)</u>	<u>Width (ft)</u>	<u>Approx Sq Feet</u>
1	Hall Street (North Side)	960	18	12,420
2	Tannery Road along Sea Wall	1025	10	10,250
3	Donut Hill	160	90	14,400
4	Lower Street (Black Duke to Kaulback Street) East Side	289	24	6,936
5	Cornwallis Street Walkway (Montague to Bluenose Drive)			2,550
6	Bluenose Drive - Dockside and Progress Enterprise	100	26	2,600
7	Blockhouse Hill - Tourist Bureau and Kempt Street			
	Triangular Parcel (50% of Area)	260	310	40,300
8	Blockhouse Hill North of Chip Seals Street	210	70	14,700
	Triangular Parcel (50% of Area)	130	70	4,550
9	Sewage Lift Station (Oxner Drive)	85	50	4,250
		100	65	6,500
10	Front Harbour Trail (Both Sides)	410	2	820
		374	2	748
11	Station Lane (West Side)	75	25	1,875
		60	20	1,200
12	Park behind New Fire hall (250th)			4,200
13	Sewage Treatment Plant			16,500
Total Area Schedule 'B'				144,799

**REQUEST FOR PROPOSALS for:
TOL MOWING**



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TOL MOWING**



**REQUEST FOR PROPOSALS for:
TOL MOWING**



**REQUEST FOR PROPOSALS for:
TOL MOWING**



HARBOUR

**REQUEST FOR PROPOSALS for:
TOL MOWING**



3.0 Proposal Form

TOWN OF LUNENBURG – MOWING CONTRACT

The undersigned, as Tenderer, declares that they have carefully examined the location of the proposed work, the Terms and Conditions, and the Specifications with respect to the proposed contract and has secured all the information which they required regarding the work to be performed. The undersigned further declares that they will contract with the Town of Lunenburg to do the work as described in these documents for the price or prices stated below:

Mowing services as per Schedule “A” and “B” from **(May 1, 2025, to November 30, 2025) and (May 1, 2026, to November 30, 2026).**

2025 & 2026 Tendered Price (includes Schedule “A” & “B”) \$ _____

HST to be added to the tendered price and additional costs \$ _____

Total Tendered Price \$ _____

Please attach the following additional required information:

- List of equipment available to do the work.
- Proof of WCB
- Commercial General Liability insurance (\$3,000,000.00 Min), a certificate of insurance will be provided by the successful proponent naming the Town as an additional insured.
- Standard SPF No. 1 Automobile Policy (\$2,000,000.00 Min), a certificate of insurance will be provided by the successful proponent naming the Town as an additional insured.
- Please provide two relevant work references and contact phone numbers.

Company Name _____

Address _____

Phone # _____ Email Address _____

Signature _____ Print Name _____

Witness _____ Date _____

**REQUEST FOR PROPOSALS for:
TOL MOWING**

Note: If any Tenderer wishes to tender a price for mowing for the next two two-year terms based on the terms, conditions and schedules listed in this tender they may do so. The Town shall have the sole right in its unfettered and absolute discretion to renew any contract entered into as a result of this procurement process for two additional two-year terms. In order for the Town to exercise its right to renew, it must provide written notice no less than 30 days prior to the expiration of the term of the contract then in effect.

2027 & 2028 Tendered Price (includes Schedule "A" & "B") \$ _____

HST to be added to the tendered price and additional costs \$ _____

Total Tendered Price \$ _____

Signature _____ Print Name _____

Witness _____ Date _____

2029 & 2030 Tendered Price (includes Schedule "A" & "B") \$ _____

HST to be added to the tendered price and additional costs \$ _____

Total Tendered Price \$ _____

Signature _____ Print Name _____

Witness _____ Date _____