



TENDER PACKAGE
Weed Spraying
Contract

Issued April 12, 2022

To Be Returned April 29, 2022

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Introduction

It is essential that Rosthern's, streets and public spaces (the street scene) are attractive and vibrant.

Residents, businesses and visitors experience of Rosthern should be positive and the town should be recognized as a great place to live, work, visit, shop and play.

It is therefore important that a program is in place to control and treat weeds so that the green spaces of the town are kept clean and weed free.

This tender package has been produced to enable Rosthern Town Council to appoint a contractor to undertake this weed treatment program.

SECTION ONE - INSTRUCTIONS AND INFORMATION FOR TENDERING (IIT)

1. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

Please contact Nicole Lerat via email – cao@rosthern.com if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed.

2. **Contract Period**

The contract is to be for a two-year period, 2022 and 2023.

3. **Incomplete Tender**

Tenders may be rejected if the information asked for in this document is not given at the time of tendering.

4. **Returning Tenders**

Tenders are to be returned by hard copy or electronic means to the addresses below. Tenders must be received by 12:00 noon Friday the 29th day of April, 2022.

Town of Rosthern
PO Box 416
710 Railway Avenue
Rosthern, SK S0K 3R0

or electronically to:

cao@rosthern.com

5. **Receipt of Tenders**

Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the appointed time.

6. **Acceptance of Tenders**

By issuing this invitation the Town of Rosthern Council is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

7. **Confidentiality of Tenders**

Please note the following requirements, you must not:

- Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.
- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.

- Make any arrangements with another organization about whether or not they should tender, or about their or your tender price.

Failure to comply with these conditions may disqualify your tender.

8. Debriefing

Following the award of contract, feedback will be available to unsuccessful tenderers on request.

9. Evaluation Criteria

The principal purpose of tender evaluation is to determine the tender which best meets the requirements of the Town and delivers best value. It is a rigorous examination and comparison of all submissions received on an equal and consistent basis without bias.

It is an absolute requirement of public sector competitions that all companies are given an equal opportunity to succeed. The Town of Rosthern has two guiding principles regarding the tendering process:

- The criteria for evaluation are established and communicated to tenderers prior to Invitation to Tender and will remain consistent and objective throughout the process.
- The reasons for rejection will be documented and backed up by documentary evidence to clearly demonstrate that the evaluation was properly conducted.

10. Award Criteria

The contract for the weed spraying will be awarded to the most economically advantageous tender which strikes a balance between price and quality.

The ratio between price and quality will be apportioned **40% Price and 60% Quality**.

Tender Evaluation – Price

All returned tender prices will be directly compared with each other and awarded points based on a mathematical formula. The lowest price will be awarded the most points and the highest price the lowest number of points with all other returns between these two scores.

Tender Evaluation – Quality

All returned tenders will be evaluated in relation to quality. This will be judged against specific criteria which will be weighted according to importance.

The following specific areas will be assessed:

Quality Criteria	Weighting 100%
Health & Safety – How will health and safety be managed during the contract. Specific examples of risk assessments and method statements relating to how the public and the environment will be protected during the spraying operations must be supplied.	40
Management – How the contract will be managed - who will be performing the work, experience and qualifications.	30
Quality – How quality is to be managed including monitoring/quality checks to ensure contract/spraying is delivered in a professional way. How the contractor will achieve compliance with: <ul style="list-style-type: none"> • Pesticides – Code of Practice • Application of pesticides – how will pesticides be applied. 	20
Record Keeping – Arrangements for recording areas that been sprayed and record keeping in relation to actual spraying.	10

All tender returns will be assessed against the quality criteria and awarded points based on the table below.

Assessment	Description	Score
Excellent	Exceeds the required standard. Response answers the topic/question with precision and relevance. Includes improvement through innovation/added value.	5
Good	Meets the standards required. Comprehensive response in terms of detail and relevance to topic/question.	4
Acceptable	Meets the standard in most aspects but fails in some areas. Acceptable level of detail, accuracy and relevance.	3
Limited	Fails the standard in most aspects but meets some. Limited information/inadequate/only partly addresses the topic/question.	2
Inadequate	Significantly/completely fails to meet the standard. Inadequate detail provided/questions/topic not addressed.	1

A mathematical formula will be applied to convert the weighting and points awarded into an overall quality score.

The pricing score will be combined with the quality score to provide an overall score which completes the tender evaluation process.

11. Basis of the Contract

This document; Instructions and Information on Tendering Procedures and Specifications, will form the basis of the contract between the successful tenderer and Town of Rosthern.

12. Format of Bids

Tenderers are to present their proposals in either a hard copy form or an electronic copy in a Microsoft Word or PDF format.

The document must be presented with the following headings:

- Introduction - Overview of company, experience, employees, etc.
- Section 1 - Cost of spraying per year
- Section 2 - Management
- Section 3 - Health and Safety
- Section 4 - Quality
- Section 5 - Record Keeping

SECTION TWO - SPECIFICATIONS

a. Term of the Contract

The Weed Spraying Contract is for a period of two years commencing Mid to Late May, 2022 until October 31, 2023.

b. Location of Works

The contractor is to treat all locations/areas listed in schedule "A" and shown on the attached maps.

c. Description of the Work

The work consists of using the following weed-killing chemicals and fertilizer mixes and applying them to the locations as per section b. above:

Herbicide

Make Up: Dicamba/24D/Mecoprop or Clorphralid/MCPA Ester (turf friendly)

Application: approximately one (1) litre per acre.

There is approximately 70 acres to apply herbicide to.

Fertilizer

Make Up: 22-2-22

Application: 1 pound per 250 square feet

To be applied twice a year (Spring & Fall)

Round Up

To be applied twice a year.

Tordon 22

For use on Burdock which is a Noxious Weed.

Approximately 5 litres used per year for control.

All works must be in strict accordance with *The Pest Control Products Act & Regulations*

d. Timing and Quality of Work

Spraying must take place on dry days where there is no wind, throughout the spring and summer until all the spraying has been completed. 1st Spray must commence during May/June with a 2nd Spray to take place in August/September. The spraying will be inspected after completion and the contractor will be required to re-spray areas where their chemicals have not worked or weeds have started to re-grow. See level of control below.

Level of control:

- (i) 14 days after each application 95% of all treated vegetation shall show clear signs of herbicide damage.
- (ii) 28 days after each application 95% all treated vegetation shall have been eradicated.
- (iii) Re-treatment of any areas not meeting the required level of control must be undertaken within 36 hours of reporting, at no additional cost to the Council.

e. Accreditation, Certification and Public Liability

The contractor:

- The contractor is responsible for their own health and safety and for that of any of their employees and the general public while they are working under contract on behalf of Town of Rosthern.
- All operatives engaged on this contract must hold the necessary Pesticide Applicators Spraying Certificates.
- Records of all spraying activities shall be kept by the contractor and supplied to Town of Rosthern's designated officer when requested.
- The contractor will ensure that all chemicals are applied and stored in strict accordance with the manufacturer's instructions.
- The contractor will carry a minimum of \$2 million commercial public liability coverage.

These documents must be presented to the Recreation Manager to view and for copies to be taken before a contract is awarded.

f. Remuneration/Payment

Town of Rosthern will authorize payment within 14 days upon the receipt of an invoice following the completion of the work. Routes will be inspected by Town of Rosthern before making payment to ensure that the work has been carried out to a satisfactory standard.

g. Defects Liability Period

The spraying may be inspected after completion and the contractor will be required to re-spray areas where weeds are still in evidence and have started to re-grow.

h. Site Visit

Before tendering the contractor should examine the requirements of this contract by studying relevant map and visiting all of the areas.

i. Works Estimate

The contractor shall give an overall quote for each year based on the information contained within this tender document and shall also include the following:

- Cost per acre for each chemical; including labour

The Town of Rosthern may, without invalidating the contract, order an addition or omission from the works. The value of these works will be based on the hourly amount.

The quote for the second year may be negotiated depending on any works added or removed from the contract or with price of an increase in chemical supply costs.

j. Responsible Person

The contractor shall keep on site at all reasonable times when undertaking the work, a working foreman or other responsible person to whom Town of Rosthern can give instructions and who can co-ordinate the work of operatives. This will include providing a mobile phone number.

k. Safety and Environmental Protection Issues

Before starting work the contractor will:

- Provide and agree method statements illustrating how they will go about the work (e.g. erecting safety signs, and the tools to be used).
- Demonstrate how compliance with - Pesticides – Code of Practice for Using Plant Protection.
- Demonstrate how they will comply with Health & Safety Regulations,
- Provide public liability insurance documents.
- Provide certificates of competency (such as operators licenses for machinery and, if applicable, application of herbicides).

l. Site Access

The vast majority of areas to be treated are public space with no access restrictions. There may be some issues associated with access to some of the footpaths – this will be dependent on the type of equipment selected for use. If the contractor experiences access problems they are to contact Town of Rosthern to discuss.

m. Submission of Contractor Work Schedule with Invoice

The contractor shall agree to fill in the contractor work schedule and submit a copy with each invoice. Note the contractor is to submit a completed schedule of works in the following format:

<i>Date</i>	<i>Location</i>	<i>Weather</i>	<i>Chemical</i>	<i>Dosage</i>	<i>Cost</i>	<i>Total</i>
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n. Termination of Agreement

Town of Rosthern reserves the right to terminate any agreement if the work is not carried out and there is no reasonable explanation for not doing so.

Contractor Signature

Date