



**The Rural Municipality of Oakview**  
Is accepting tenders for Roadside Mowing.

**Sealed tenders clearly marked with  
“ROADSIDE MOWING TENDER”**  
will be received until **Thursday, February 19, 2026 at 12.00 p.m.**

*Please drop off or mail tenders to one of the following addresses:*

**Rural Municipality of Oakview**  
10 Cochrane Street  
PO Box 179  
Oak River, MB R0K 1T0

Or

**Satellite Office**  
435 3<sup>rd</sup> Avenue  
PO Box 130  
Rapid City, MB R0K 1W0

General inquiries should be directed to:  
Brad Kingdon, Manager of Public Works  
431-541-8168  
Email: [publicworks@rmofoakview.ca](mailto:publicworks@rmofoakview.ca)

## BIDDERS INSTRUCTIONS & GENERAL TERMS OF TENDER

### SUBMISSION 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 Mowing Tender", 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 Rural Municipality of Oakview assumes no responsibility for bids submitted through Canada Post to the Municipality of Oakview. 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 mail.

Tenders must be delivered by hand or mail / courier in a sealed envelope clearly marked with the Bidders address. Faxed, emailed or unsealed submissions will not be accepted

#### - **Tender Award / Length of Agreement**

Sealed tenders must be received by 12.00 pm on Thursday, February 19th, 2026, at one of the following addresses:

Rural Municipality of Oakview 10 Cochrane Street PO Box 179 Oak River, MB, R0K 1T0	OR	Satellite Office 435 3rd Avenue PO Box 130 Rapid City, MB, R0K 1W0
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The time the tenders are received will be conclusively deemed to be the time shown on the clock used by the RM of Oakview for this purpose.

This tender is expected to be awarded February 24th, 2026. This agreement would expire on September 1<sup>st</sup>, 2026.

### BIDDER INSTRUCTIONS & GENERAL TERMS OF TENDER

#### **1.1 Submission of Tenders**

Tenders in accordance with the Invitation to Tender, Bidder Instructions & General Terms of Tender must be received by the RM of Oakview by Closing at the location indicated in the Invitation to Tender. Tenders received after Closing will not be considered. The RM of Oakview may extend the time and/or date of Closing by addendum for any reason and, in that case, the extended date and/or time of Closing will become the new Closing Date.

Tenders must be delivered by hand or mail/courier in a sealed envelope clearly marked with the Tender title, Bidder's name and Bidder's address. Faxed, emailed or unsealed submissions will not be accepted.

## **1.2 Form of Tender**

Bidders shall submit one (1) printed and signed copy of the bid, in the form attached as Schedule A and setting out in sufficient detail:

- (i) Company name and contact information; and
- (ii) Bid price and GST listed as separate line items

## **1.3 Signatures**

All tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the bidder capable of legally binding the Bidder.

## **1.4 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 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 Drivers'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.

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 and complete with a contract name and phone number if requested by the Municipality.

## **1.5 Rights and Reservations**

The Rural Municipality of Oakview reserves the right to reject any or all bids.

## **1.6 Mandatory Criteria**

- Received by Closing Date
- Signed Tender Agreement Received
- Proof of Workers Compensation Number Received

## **1.7 Notice of Award**

The RM of Oakview will provide notice of award in writing to the successful bidder.

## **1.8 Revisions, Withdrawal and Irrevocability**

Amendments to tenders may be submitted in writing at any time before Closing.

No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the bidder and submitted in accordance with the requirements for the Submission of Tenders, as set out above. All tenders will remain open for acceptance for thirty (30) days after Closing.

## **1.9 Costs of Preparation and Limitation of Liability**

All costs incurred by the bidder in the preparation and submission of their tender will be at their own

expense. The RM of Oakview will not be liable to any bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the bidder in preparing and submitting their tender or participating in this tender process.

### **1.10 Default of Bidder**

If the successful bidder:

(i) Fails or refuses to enter into the Contract for the Works then such failure or refusal will be deemed to be a refusal by the successful bidder to enter into the Contract and the RM of Oakview may, on written notice to the successful bidder, award the Contract to another party.

### **1.11 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. Proof of coverage shall be included with the tender.

The Contractor 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 Rural Municipality of Oakview 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 prior to the commencement of the work.

All deductibles are to be borne by the equipment owner and not by the Rural Municipality of Oakview.

### **1.12 Safety**

The successful Bidder shall assume the responsibilities of the Prime Contractor for the Work as provided in Section 7 of The Workplace Safety and Health Act and shall sign a document with the RM of Oakview identifying the successful Bidder as the prime contractor.

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

### **1.13 Prices**

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.

### **1.14 Hold Harmless**

The Contractor shall indemnify, defend, and hold harmless the Municipality, its Council, employees, agents, and representatives from and against any and all claims, demands, losses, damages, liabilities, costs, expenses (including reasonable legal fees), actions, or causes of action arising out of or related to the performance of this Agreement.

This indemnification obligation shall survive the termination or expiration of this Agreement. However, the Contractor shall not be responsible for claims or damages resulting solely from the gross negligence or willful misconduct of the Municipality, its employees, or agents.

## GENERAL SPECIFICATIONS

- Mower must be a rotary cutter minimum of 15 feet in width
- Contractor must cut 15 ft 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

#### First Cut – by mile pass unit price (one side of road)

The contractor will be expected to provide under the terms of the agreement, the first cut, between June 22<sup>nd</sup> and August 10<sup>th</sup>, 2026.

### 2.2 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: \_\_\_\_\_

## TENDER AGREEMENT

to THE RURAL MUNICIPALITY OF OAKVIEW 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 900 pass miles on various roads in the Rural Municipality of Oakview 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 1<sup>st</sup> cut, liquidated damages may be charged at the rate of FIVE HUNDRED DOLLARS per calendar day.

Where roadside mowing isn't to the minimum width, a four-time (x4) cost rate per pass mile as bid by the contractor will be deducted as a penalty from 1<sup>st</sup> 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	Rates
Cost per mile pass (1 side )	
Price per mile for extra cutting (if requested)	

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(CONTRACTOR NAME) per \_\_\_\_\_  
\_\_\_\_\_  
(CONTRACTOR SIGNATURE & SEAL)

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

WCB No. \_\_\_\_\_ GST No. \_\_\_\_\_

Offer accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Chief Administrative Officer