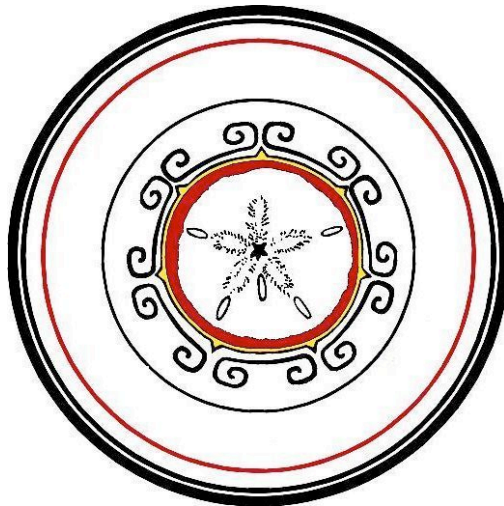


ACADIA FIRST NATION

REQUEST FOR TENDER:

**LAWN CARE & COMMUNITY MAINTENANCE
(YARMOUTH RESERVE)**

RFT # 20



1.0 INTRODUCTION

This is a Request for Tender (RFT) issued under the authority of Acadia First Nation seeking proposals from experienced and qualified person(s) to perform weekly lawn care for elders in the community and community maintenance services (as identified by the Band Manager).

2.0 DEFINITIONS

RFT	Request for Tender
Proponent	Any person(s) / company(s) that submits, or intends to submit a proposal to Acadia First Nation for consideration of acceptance in a particular project.

2.1 ACCEPTANCE OF TERMS

All of the terms and conditions of this Request for Tender are assumed to be accepted by the proponent and incorporated into the proposal as a result in a proponent responding to this RFT.

2.2 RFT AMENDMENTS

Acadia First Nation reserves the right to amend or supplement this RFT, giving equal information and cooperation by way of issued addendum to all proponents as a result of such an amendment.

2.3 REJECTION OF PROPOSALS

Acadia First Nation has the right to reject or accept any or all proposals submitted for this RFT. Proponents may be eliminated from consideration if there is a failure to comply with any of the specifications of this RFT, including the Scope of Work.

2.4 PROPONENT COSTS

All costs incurred prior to acceptance of a proposal and written agreement are to solely be incurred by the proponent including preparation of the proposal, presentation(s) to Acadia First Nation and/or travel expenses for this RFT.

2.5 ACCEPTENCE OF PROPOSALS

The RFT neither expresses nor implies any obligation on the part of Acadia First Nation, to enter into a contract with any proponent submitting a proposal or proposals for this RFT.

After the submission of a proposal for this project Acadia First Nation shall not request further information from the proponents for the basis of decisions in awarding a contract to a proponent. Acadia First Nation incurs no obligation to the proponents in any manner until a written agreement is signed between Acadia First Nation and the proponent that has been successfully chosen for this RFT.

2.6 EVALUATION OF PROPOSALS

The Band Manager will review the proposals submitted within fifteen (15) days of the deadline date and on behalf of Acadia First Nation make an award based on the proposals given by the proponents.

The Band Manager also reserves the right to negotiate further with any proponent(s) that have submitted a proposal for acceptance to this RFT if necessary in successfully awarding a contract with a proponent(s).

2.7 CONTRACT CANCELLATION

A contract entered into with the successful proponent may be cancelled for, but not limited to, the following reasons:

Defaults in the observance and compliance of any of the conditions set forth in the contract or specifications of the RFT including Scope of Work; or has become insolvent.

2.8 CONTRACT EXCLUSIVITY

Note that the award made under this RFT will not be an exclusive contract. Acadia First Nation reserves the right to perform work in connection with this contract with its own employees and /or other contractors related to the contract in whichever manner is deemed to be in the best interest of Acadia First Nation.

2.9 VALIDITY PERIOD

Proposals must be open for acceptance for at least ONE (1) month after the closing date or upon date of submission depending on the specifics of this RFT. Upon acceptance, prices quoted within the proposal submitted by the proponent must be firm for the entire contract period unless otherwise specified and agreed upon with the Band Manager.

3.0 SUBMISSION OF PROPOSALS

Proposals shall be received by the Band Manager no later than 5:00 p.m. A.S.T., on June 4th, 2014.

Proposals shall be mailed or delivered to:

Brian Dorey, Band Manager
Acadia First Nation
10526 Hwy 3
Yarmouth, NS
B5A 5J7

Any proposals received after this date and time shall be rejected.

3.1 PROPOSAL FORMAT

All proponents shall submit a proposal in writing, outlining all costs and fees associated with this RFT.

4.0 SCOPE OF WORK

Proponent agrees to provide all labor, materials, equipment and supplies to provide Lawn Care and Community Maintenance work on the Yarmouth Reserve in accordance with the following specifications:

- Maintain lawns and ditches of elder’s homes weekly, as needed (this includes 6 lawns at the senior’s housing area and 5 additional lawns that have been identified to date).
- Cut grass at brook and traditional garden area 2 times during the season and remove any garbage.
- Cut grass at Youth Centre and playground area weekly, as needed, and remove any garbage.
- Cut grass in all ditches twice during the season and remove any garbage.

4.1 PRICE SCHEDULE

Proponent shall provide a detailed list of pricing for scope of work outlined. Proponents shall also specify their hourly rate for services required above and beyond the scope of this RFT.

5.0 EVALUATION CRITERIA

Proponents will be evaluated on both previous experience and pricing.

5.1 FORMATION OF AGREEMENT

The response to this RFT will be considered an offer to contract. At its option, Acadia First Nation may take one of the following actions in order to form an agreement between AFN and the selected respondent:

Accept a proposal as written by issuing a written “Notice of Award” to the selected respondent(s) which refer to this RFT and accepts the proposal as submitted; or

Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFT, the proposal submitted by the selected respondent and the negotiations concerning these.

Because Acadia First Nation may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

Acadia First Nation reserves the right to award a contract not based solely on the proponent with the lowest cost/ rates, but based on an offer which, in the sole opinion of AFN, best fulfills or exceeds the requirements of this RFT and is deemed to be in the best interest of the Band.

The contract, when duly executed, shall represent the entire agreement between the parties.