

Request for Proposal

LANDSCAPING SERVICES FOR THE TOWN OF SHELBURNE

RFP# 05-2019 | ISSUED November 18, 2019

Deadline for submissions: 3:00 pm Local Time Thursday December 19, 2019

The Corporation of the Town of Shelburne

203 Main Street East | Shelburne, ON L9V 3K7

Phone 519 925-2600 | Fax 519 925-6134 | Email: Treasurer@shelburne.ca

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INTRODUCTION | PROJECT DESCRIPTION

The Corporation of the Town of Shelburne invites qualified and experienced Landscaping Contractors to submit a proposal to provide all labour, materials and hardware, supervision, tools and equipment to maintain the gardens (Town Hall, Jack Downing Park and Greenwood Park), raised planter boxes (49) urns (2) and hanging baskets (30), within the Town of Shelburne Downtown core (Attachment A - Map) for the period beginning May 01st to October 31st, 2020.

The Town of Shelburne is seeking landscaping services from a qualified landscaping firm to provide:

- Overall maintenance and design of all flower beds and urns located at Town Hall, Jack Downing Park (Attachment B – Jack Downing and Town Hall Garden Map) and Greenwood Park (Attachment C - Greenwood Park Garden Map)
- Shopping, delivery planting, mulching of all supplies and materials
- Planting/design of all annual hanging baskets and raised planter boxes located in the downtown business core
- Spring and Fall clean-up of flower beds and urns located at Town Hall, Jack Downing Park, Greenwood Park, annual hanging baskets and raised planter boxes
- Seasonal (Summer and Winter) Decorating of Town Hall urns

SCOPE OF WORK

Deliverables

Assist in the efforts to beautify downtown Shelburne by providing colourful eye catching annual flower arrangements. Flower arrangements must be instantly full, bright and colourful and beautify the Downtown business core. Chosen Annual Flowers must have the ability to withstand harsh downtown conditions (vehicle pollution) and provide long-lasting blooms and colour for the entire contract period.

- Garden maintenance of all garden areas within defined property area
- General clean-up of weeds and debris in planting beds; pruning of any Winter damaged plants; cut back ornamental grasses and overwintered perennials; fertilize all ornamentals
- Organize and arrange flower displayed in flower beds, raised planter boxes, hanging baskets and urns
- Create seasonal displays Summer and Winter for Town urns (2)
- Rubbish and debris to be removed from all areas within property per each clean up
- Trimming and pruning of shrubs within the proposed areas
- Removal and replacement of dead /shrubs/plants within proposed areas
- Weeds are to be removed from all proposed areas and non-chemical weed control to be used
- Edge all beds; cut back perennials that have entered dormancy
- Top-dress existing mulched areas with pine bark mulch

Notes

- Services are to be rendered once a week
- Service provider to provide all equipment/tools
- All raised planter boxes will require appropriate pots and sizes must be maximum fit
- Service provider to remove all garden refuse from site after each clean up
- Service provider will provide all plant materials including, but not limited to hanging baskets, soil, plant materials, extra large plant pots for raised planter boxes
- Service provider to provide public liability insurance policy (upon commencement of services)
- Town staff will be responsible for watering all raised planter beds and hanging baskets
- Town Staff will hang and remove all hanging baskets and raised planter boxes from Town property

Town Owned Planters

- Rectangular metal planters
 - 24 – 24” (w) x 10” (d) x 32” (h)
 - Requirements – plant material that will stand vertical 12” high or more to provide a noise break
- Square wooden planters
 - 25 – 24” (w) x 24” (d) x 24” (h)
- Concrete Urns
 - 2 - 22" sq. x 36"(H)
 - Requirements – Seasonal (Summer and Winter) decorative plant materials

All measurements are approximate

Contract

Landscaping services to be provided for a period of six (6) months commencing May 1st, 2020 and Closing Oct. 31, 2020

Budget

The approximate budget for the project will be \$18,000 Harmonized Sales Tax (HST) is not included in this budgeted amount and should be identified separately in the financial proposal. Prices shall be firm not subject to escalation in Canadian funds, open for acceptance for 90 days after closing of the RFP.

Contractor Requirements

The successful contractor will have, but not limited to:

- Qualified Horticulturist and/or landscape professional certification(s)
- 2 or more years’ relevant experience on similar projects or for similar municipalities would be an asset
- References and a list of clients
- Ability to work with the Town to discuss ideas
- Provide qualified supervision of their employees at all times while working under this contract
- Review GENERAL TERMS AND CONDITIONS page 8

The proposal must include the following information;

- Key individuals and other personnel to be involved in the project
- Relevant details of subcontractors that will be used, if any. Subcontractors will be paid for and supervised by the Contractor
- A general approach description and a comprehensive work program for addressing all the elements of the project
- A detailed financial quote broken down by tasks
- A copy of the contractor’s current insurance certificates
 - Commercial general liability insurance | 5 million
 - Automobile Insurance | 2 million
 - WSIB Certificate

PROPOSAL REQUIREMENTS

Environmental Considerations for Proposal Delivery

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Proposals should be stapled rather than bound - No binding, paper clips preferred
- Please submit all questions by email to edc@shelburne.ca
- The deadline for questions is December 05, 2019 at 2:00 PM
- Responses to all questions will be posted December 05, 2019

Hard Copy – Proposals

Date and Place for Receiving Submissions

Proponents will submit their entire RFP to:

RFP# 05-2019 LANDSCAPING SERVICES TOWN OF SHELBURNE

Attention: Treasurer

203 Main Street East

Shelburne, ON L9V 3K7

All submissions must be received **before 3:00 pm Local Time Thursday, December 19, 2019** by the Town Offices, and shall be addressed as noted above.

Please note that all contractors submitting a proposal are solely responsible for ensuring that their submissions are received on or before the deadline. Submissions received after the indicated deadline will be returned to the submitting contractor unopened.

In the event of any question regarding the timely receipt of a submission, the time on the clock designated by Town staff will absolutely prevail over any other timepiece regardless of any discrepancies between the time.

Electronic Submission of Proposals

Proponents will submit their entire RFP, and all completed forms/attachments electronically to:
Treasurer@shelburne.ca

Format

When preparing an electronic proposal submission, please conform to the following file formats.

- Searchable PDF
- Microsoft Word

For compressed file:

- Standard ZIP format (For Mac users, please avoid using resource fork constructed files)

The following file formats will not be accepted:

- JPEG Image format
- “Interactive” (Adobe flash) files – only regular adobe pdf files allowed

The Town has the right to reject any proposal if the conditions are not met.

Date and Place for Receiving Submissions

All submissions must be received before **3:00 pm Local Time Thursday, December 19, 2019** by the Town Offices, and shall be addressed as described below:

- I. For electronic submissions the following applies:
 - a. The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time;
 - b. Proponents should submit electronic proposal submissions in a single electronic submission and avoid (if possible) sending multiple electronic submissions for the same opportunity
 - c. Proponents submitting by electronic submission are solely responsible for ensuring that any electronics or attachments are not corrupted
 - d. The Town of Shelburne may reject proposals that cannot be opened or that contain viruses or malware or corrupted attachments

Please note: The max size of each upload is restricted to no more than 5MB. To ensure the success of your proposal submission, we recommend trying to avoid larger file transfers.

PROPOSAL SELECTION

The selection by the Town of Shelburne will be based upon the costs, overall quality of the proposal; evidence of competence and professional considerations such as overall experience, capability, and current capacity to perform the work.

The Town of Shelburne reserves the right to:

- Select any or none of the proposals as submitted;
- Accept the proposal that it considers to be in its best interest

Evaluation matrix

Quotes will be evaluated in terms of Functionality based on the following criteria:

#	Criteria	Scale 0 - 5	Weight
1	Key Personnel - Qualified Landscape/horticultural professional		30%
	Level of experience indicated in RFP The Evaluation Team will consider the contractor's demonstrated experience on similar engagements, key personnel, and references where applicable. Contractors should include the features of their services that give them a competitive advantage	No experience provided experience	0
		Minimum of two (2) years'	1
		1- 2 Years' experience	2
		>2- 3 Years' experience	3
		>3- 4 Years' experience	4
		More than 4 Years' experience	5
2	Companies References		30%
	Relevant company references. Provide reference letters from recent clients on similar projects or for similar municipalities	No relevant reference provided	0
		1 relevant and contactable reference	1
		2 relevant and contactable reference	2
		3 relevant and contactable reference	3
		4 relevant and contactable reference	4
		5 or more relevant and contactable reference	5
3	Company Capability - Quote		40%
	Firm demonstrates ability to provide competitive contracted services. The proposal should include an outline that illustrates an understanding of the Town's requirements including a timetable. The Contractor shall provide a schedule of activities and associated costs over the proposed period of the project	Does not meet Requirements	0
		Partially meets Requirements (significant gaps, compromise required)	1
		Meets requirements with moderate gaps (some compromise required)	2
		Meets requirements with minor gaps (no compromise required)	3
		Fully Meets Requirements	4

GENERAL TERMS AND CONDITIONS

Withdrawal of Proposals

A proposal may be withdrawn unopened after it has been deposited, if such request is received in writing/email by the Treasurer prior to the deadline specified for receipt of proposals.

Clarification

It will be the contractor's responsibility to clarify any details in question before submitting a proposal. All correspondence should be directed to and be issued in writing (including email) to edc@shelburne.ca. The Town of Shelburne bears no responsibility for any communication instruction or suggestions.

Proposal Expiry Date

Contractors making submissions acknowledge that offers contained within their submission shall remain open for acceptance by the Town for a period of not less than ninety (90) days from the closing date established for the RFP.

Incurred Costs

The Town of Shelburne will not be liable nor reimburse any proponents for costs incurred in the preparation of, for any reasons whatsoever, and to accept or reject any proposal if considered best for the Town of Shelburne. All documentation is subject to review by staff for mathematical accuracies and compliance with the specification's terms and conditions.

Acceptance or Rejection of Proposals

The Town of Shelburne reserves the right in its total discretion to accept or reject any or all proposals for any reason whatsoever, and to accept or reject any proposal if considered best for the Town of Shelburne. All documentation is subject to review by staff for mathematical accuracies and compliance with the specification's terms and conditions.

Ability and Experience of Contractors Submitting Proposals

Each contractor making a submission shall satisfy the Town of Shelburne as to their ability and experience in supplying the services offered in their submission.

Contractor Performance

The Town of Shelburne may, at its sole discretion, reject a submission if the contractor making the submission:

- Has at any time threatened, commenced, or engaged in legal claims or litigation against the Town of Shelburne,
- Previously provided goods or services to the Town in an unsatisfactory manner,
- Has failed to satisfy an outstanding debt to the Town,
- Has a history of illegitimate, frivolous, unreasonable, or invalid claims
- Provides incomplete, unrepresentative, or unsatisfactory references, or

- Has engaged in conduct that leads the Town to determine that it would not be in the Town's best interest to accept the submission.

Failure to Perform

Failure to comply with all terms and conditions of the RFP and failure to supply all documentation as required, within the specified time period, shall be just cause for cancellation of the award. The Town shall then have the right to award to any other contractor or issue a new RFP.

Conflict of Interest

Contractors making a submission shall disclose to the Town prior to award of the contract, any potential conflict of interest. If such a conflict of interest does exist, the Town may, at its sole discretion, withhold the award.

Award and Announcement

Negotiations, if any, must be successfully concluded and documented before a final recommendation is made. The first ranked contractor, having acceptable terms and conditions as outlined in this RFP will be recommended for award.

No announcement concerning the successful contractor will be made until a complete report is prepared and approved by the Town. The Town of Shelburne will notify the successful contractor in writing, of the acceptance of its proposal.

Insurance

The contractor and all subcontractors shall purchase and maintain at all times during the term of this work, the coverage listed below:

Comprehensive General Liability Insurance

Commercial general liability insurance insuring the contractor and covering all services as described in the scope of work. The policy will be extended to include bodily injury and property damage, personal and advertising injury, products and completed services, blanket contractual, a severability of interest and cross liability clause to a limit of not less than five million dollars (\$5,000,000) per occurrence.

Automobile Insurance

The contractor is required to have automobile insurance for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000).

WSIB – Certificate

The Town of Shelburne will not award a contract to any company that cannot furnish evidence satisfactory to the Town that they have the necessary ability, dedication, equipment, capital, and experience to provide the services required. The company will also need to provide evidence of necessary documentation including certificates for insurance and WSIB.

Indemnification

The successful contractor shall indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind arising out of negligence, errors or omissions, fraud or willful misconduct of the successful contractor, its officers, employees, agents and subcontractors, or any of them, attributable to or in connection with the delivery or performance of the goods and services contemplated in the RFP, except to the extent that the same is attributable to or caused by the negligence of the Town of Shelburne, its officers, employees and agent, or any of them. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful contractor in accordance with the RFP.

Prices

Price contained in a contractor's submission are to be in Canadian funds, and to include all necessary labour, travel, material and equipment required for execution of the work, and are to remain firm for acceptance for a period of ninety (90) days after the RFP closing date.

Sales Taxes

Prices quoted should identify the Federal and Provincial tax components where applicable.

Payment

Once a project has started payment shall be monthly, provided the work has been satisfactorily completed.

Confidentiality

In accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, as amended, contractors are advised that any personal information provided by a contractor responding to this RFP is hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFP process.

The proposal must not be restricted by any statement, covering letter or alteration by the contractor in respect of confidential or proprietary information. The Town will treat all proposals as confidential within the boundaries of the MFIPPA. All public reports approved by the Town of Shelburne Council will become public information.

All information relative to this RFP will become the property of the Town of Shelburne once a proposal is accepted by the Town and a contract is signed; all information contained in it is available to the public. Release of information contained in a proposal may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the contractor. This would include scientific, technical, financial or labour relations information. All requests for information must be made in writing and submitted to the

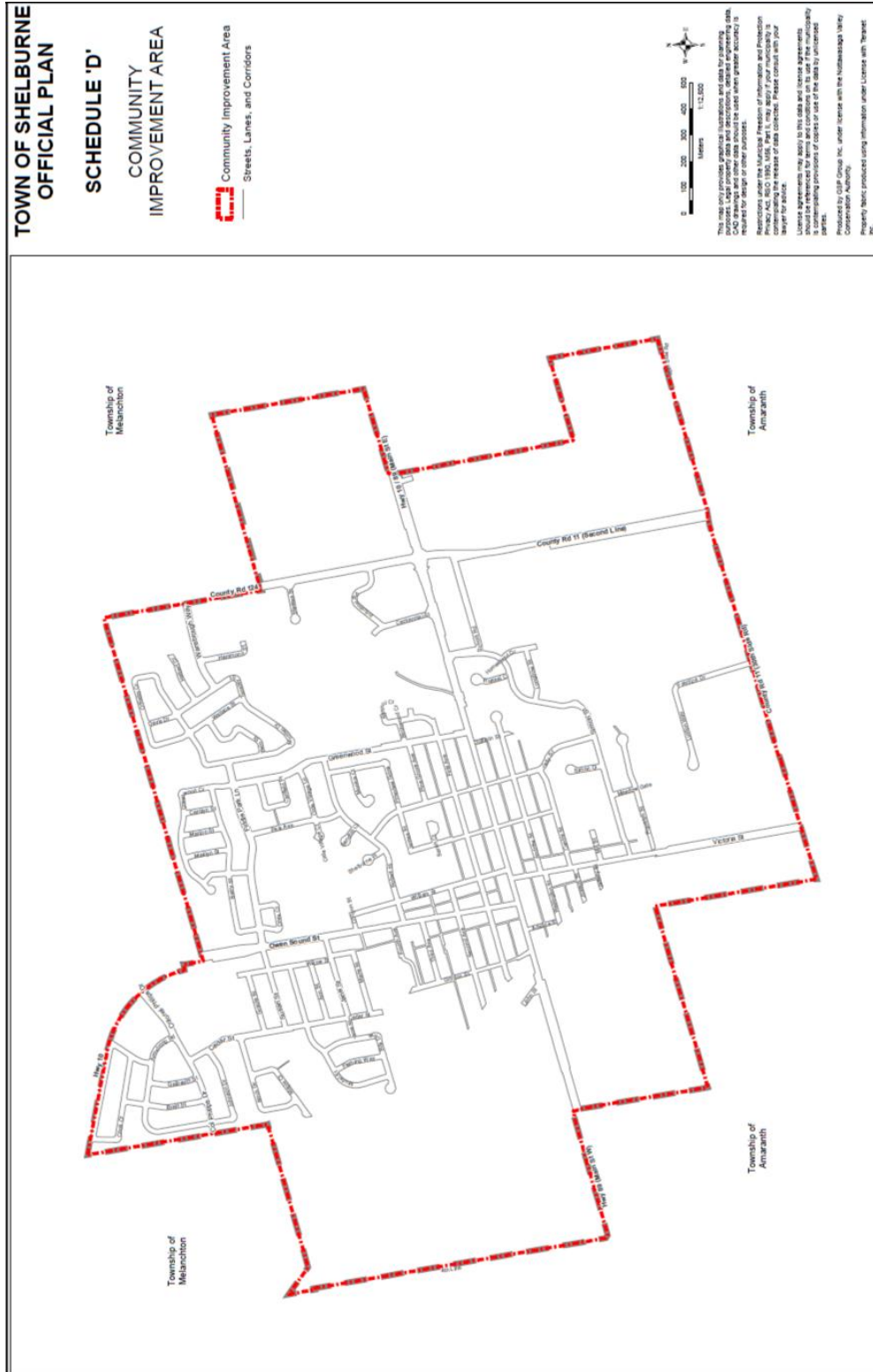
Town of Shelburne Clerk. In addition, certain contractual information must be disclosed to the Town of Shelburne and may become part of the public record.

Compliance with Laws, Notices, Permits and Fees

The successful contractor shall:

- Comply with all Federal, Provincial, and Municipal laws, statutes, regulations, and bylaws relevant to this proposal
- Obtain the necessary permits, licenses and certificates and pay the fees required for performance of the work which are in force at the date of the proposal closing, and
- Give the required notices and comply with the laws, ordinances, rules, regulations, codes, and orders of the authorities having jurisdiction which are or become in force during the performance of the work.

Attachment A: Community Area Map



Attachment B – Jack Downing and Town Hall Garden Map



PLEASE NOTE: This document is for visualization purposes only. It may not be used beyond its intended function or redistributed in any format. For more information, please contact the Town of Shelburne Municipal Office located at 203 Main Street East in Shelburne, Ontario. 11-19-2019 1.0E

Attachment C - Greenwood Park Garden Map

