

REQUEST FOR PROPOSAL 01-2023

Street Sweeping Services

Issued: February 13, 2023

Deadline for Submissions: March 10, 2023



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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SCHEDULE A – FEE PROPOSAL
TOWN MAP



OVERVIEW

The Corporation of the Town of Shelburne is currently requesting submissions from qualified respondents to provide end of winter street sweeping services on various roads and parking lots within the Town of Shelburne.

SCOPE OF WORK

The scope of services encompasses from back of curb to back of curb or edge of pavement to edge of pavement including cul-de-sacs. All streets are to be swept clean of all sand, gravel, leaves and salt and or other debris, to the satisfaction of the Public Works Supervisor.

The contractor will be required to have a minimum of two (2) sweeper units and operators for the end of winter cleanup. Weather will determine the start date and must be completed by May 15th of each year.

EQUIPMENT

The contractor shall always provide a minimum of two (2) High lift 4 Wheel Sweepers including operators which have the capability to unload directly into a dump truck for the removal of the debris products.

Capability to apply water continuous to the paved roadways and parking lots for dust control.

Brushes shall be brand new at the start of each end of winter cleanup and be maintained throughout the contract period for proper good sweeping operation.

REQUIREMENTS

All refueling and repairs shall be performed at the expense of the Contractor and any time spent by the Contractor on refueling or repairs shall not be eligible for payment under the contract.

In the event of a breakdown or equipment failure that prevents or delays sweeping operations, the Public Works Supervisor shall be informed and that piece of equipment is not eligible to log billable or working hours to the Town. The Town will not pay for equipment down time while waiting for parts and repairs to be completed.

The contractor will provide a break down of when the work is completed on the invoices submitted and shall submit separate invoices for the sweeping of Town parking lots versus the sweeping the Town roads.

All equipment must comply to Ministry of Transportation regulations/standards.

The Contractors equipment shall be free of and provide:

- Tires shall not be more than 50% wear on the tread



- Functional wipers
- Fuel tank must be free of leaks and defects
- All equipment shall be fitted with lights as required under the Ontario Highway Traffic Act
- Engine to be in good operating condition
- Hydraulic system shall be leak free
- All gauges to be functioning

Each vehicle be equipped with a flashing amber light.

Contractors name will be affixed on all vehicles for identification.

CONTRACTOR SUPERVISOR

- The contractor shall provide its supervisor with a communication device so they may be always contacted by the Town's Public Works Supervisor.
- The contractor shall always provide a fully dedicated supervisor when on site.
- The supervisor shall work and communicate with the Public Works Supervisor when on-site.
- The supervisor shall have thorough knowledge of the contract.

CONTRACTORS OPERATORS

- Operators shall have applicable licenses and qualifications and safe operation of the equipment.
- Operators shall conduct themselves in a professional and courteous manner.
- Operators shall be competent in the work and familiar with their assigned routes.

DAILY REPORTING

The contractor will be required to provide a report via email or hand delivered to the Public Works Supervisor on the routes that were completed that day. Routine checks will take place for job satisfaction. If the job is not up to satisfaction by the Public Works Supervisor, the contractor will have 24 hours to bring the job to satisfaction.

STORAGE OF EQUIPMENT

The Town will provide storage areas for the contractor's sweepers during the duration of the work. The Public Works Supervisor will provide locations of the storage sites when requested by the contractor.

HOURS OF WORK

All work is subject to the Town of Shelburne Noise By-Law (52-2022). Per the by-law hours of street sweeping are weekdays between 7:00am and 7:00pm. The Town will not permit street sweeping during weekends and holidays.



The contractor must notify the Public Works Supervisor by email a minimum of 2 days in advance of when they intend to begin sweeping, and the route they intend to begin.

WATER

The Town will provide a backflow preventor and meter to the contractor so the Town can monitor the usage of water but will not charge the contractor for the usage of water unless the usage was abused and not used for the Town contract.

DISPOSAL

The Town requires records of disposal with location of disposal site and quantity of material being disposed. The contractor shall also provide the Town with the pertinent information from the composting or recycling facility certifying the % of material processed that is disposed at landfill and where is material sent after collection and processing at the facility.

PROPOSAL REQUIREMENTS

Request for Proposal to be addressed by email only to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating RFP 01-2023 Submission.

Emails must be sent no later than **3:00 p.m. (15:00 hours) local time**, on the specified closing date; **March 10th, 2023**. Late bids will not be accepted.

February 13th, 2023	Request for Proposal Issued
March 6th, 2023 by 4:30 pm <i>(questions & addendums (if any))</i>	Deadline for electronic questions to Municipality wthomson@shelburne.ca from Interested Suppliers; Replies will be circulated to all Suppliers: Addendums (if necessary) will be the responsibility of the bidder to download from the Town website at shelburne.ca or merx.com
March 10th, 2023 (3:00 pm)	Closing date for Proposal Submissions
March 15th, 2023	The Municipality will award the Request for Proposal and notify the successful Proponent

All questions, technical or otherwise, pertaining to this Request for Proposal should be directed by email only:

Will Thomson, Manager of Operations, Parks, and Facilities
wthomson@shelburne.ca



PROPOSAL FORMAT

Request for Proposal submissions must include:

- Completed in full Request for Proposal Form by date and time specified – **March 10th, 2023 – 3:00 pm EST.**
- Completed in full Fee Proposal signed by Proponent and provide a formal detailed quote (Schedule A).
- Company Profile including Certifications and Accreditations along with relevant experience.
- References of similar projects from previous/existing Vendors.
- Copy of Contractor's current Insurance Certificates.
- WSIB Clearance Certificate.

Please Be Advised

Proposals that are incomplete, conditional, illegible, or obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks.

A Proponent may, without prejudice to himself, withdraw his tender at any time up to twenty-four (24) hours before the time set for the closing of the tender. Such withdrawal shall be made in writing and be received by the Town within the specified time. The Proponent who has withdrawn their proposal may submit a new Proposal but must be received by the Town on or before the closing date and time. After closing, the Proposals are final and binding on the Proponent.

PROPOSAL EVALUATION CRITERIA

Proposals will be assessed on the information provided in the proposal. Evaluation will be based upon the following items:

- Cost Proposal – 25 points
- Project Understanding – 25 points
- Team and Project Manager – 25 points
- Experience and References – 25 points

Note: Lowest or Any Proposal not necessarily accepted.



TERMS AND CONDITIONS

ADDENDUM

If an addendum is found to be necessary, it will be released to all companies that have submitted an RFP. If the Town revises this RFP, any revisions will be included on this Addendum. The Addendum shall advise any changes to the Proposal submission Date, if more time is allowed for all Proponents to revise their proposals. It will be the responsibility of all Proponents to download addendums from Town website or Merx.com.

COMPLETION DATE

The Proponent is responsible for completing the scope of work outlined on pages 2, 3 and 4 by May 15th, 2023.

CONFIDENTIALITY

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended, Proponents are advised that all correspondence provided by a Proponent responding to this RFP as hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFP process.

The Town will treat all proposals as confidential within the boundaries of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) but may be released pursuant to the Act.

All public reports approved by the Town of Shelburne will become public information. Notwithstanding the foregoing, Proponents recognize and agree that the Town will not be liable in any way for any losses that the Proponent may suffer from the disclosure of information to third parties.

CONFLICT OF INTEREST

The Proponent must disclose to the Town any potential conflict of interest that might compromise the project. In the case where there might be a conflict of interest, the Town may refuse to consider the proponent. The proponent must fully disclose any potential conflict of interest with a Town employer, board member or commission that may have a financial gain with the awarding of the contract and state the nature of that interest.

FAILURE OR DEFAULT OF PROPONENT

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Town may disqualify the Proponent from the RFP and/or from competing for future bid opportunities (RFTs/RFQs/RFPs/etc.) issued by the Town. In addition, the Town may at its option either: 1. Consider that the Proponent has withdrawn any offer made, or abandoned the



Agreement if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void; or 2. Require the Proponent to pay the Town the difference between its Proposal and any other Proposal which the Town accepts, if the latter is for a greater amount and, in addition, pay the Town any cost which the Town may have incurred, by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the Town its officers, employees and agents from all loss, damage, Liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur due to the failure of the proponent.

INSURANCE

The party to whom this Contract is awarded shall supply the Town with proof of insurance and a copy of the policy, prior to signing of the Proponent by Town officials, and provide coverage throughout the term of the Proposal in the amounts outlined below.

Comprehensive General Liability Insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Town. The Comprehensive General Liability Insurance shall include premises and operations liability, Proponent's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non-owned or hired units).

All premiums and expense incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Proponent shall be totally responsible for all claims for damage.

INDEMNIFICATION

The Proponent shall indemnify and save harmless the Corporation of the Town of Shelburne, its elected officials, officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Town by reason of any act or omission of the Proponent, his agents or employees, in the execution of his work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful proponent in accordance with the RFP.

LIMITS AND LAWS/CONFORMITY TO LEGISLATION

The Proponent shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Proponent shall comply with all applicable laws, ordinances, rules and regulations including but not limited to, Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.



NON-COLLUSION

A Proponent is prohibited from any communication, directly or indirectly, with any other Proponent/Agent or representative of the Proposal. If a breach is discovered, the Town reserves the right to disqualify the Proposal.

PAYMENT

Once the project has started, payment shall be monthly, based on work completed to date and provided the work has been satisfactorily completed. The Proponent shall show its HST Registration number on each invoice. The amount of HST being charged shall be shown separately on all invoices.

Prices contained in submission are to be in Canadian Funds, and to include all necessary labour, travel, and equipment required for execution of the work.

TOWN'S RIGHT TO ACCEPT OR REJECT

The Town of Shelburne reserve the right to reject any proposal, even if that proposal is the lowest in dollar amounts and may award the contract to the Proponent that the evaluation team finds the most appropriate. The Town will not be liable for any incurred costs that may arise from submitting the proposal.

It is not the intention of the Town to award this RFP to any Supplier who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully, and to complete it in the time stated in this Tender. It will be the Supplier's responsibility to clarify any details in questions before submitting a proposal.

The Town of Shelburne will not bear any fault for any oral communications. The Town reserves the right to re-tender the Project or potentially negotiate a contract with a suitable Proponent.

Proponents are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or partners.

TOWN'S AUTHORITY

The Director of Development & Operations shall be the Contract Administrator as identified in Ontario Provincial Standards (O.P.S.) Section GC 3.01 of the General Conditions. It is mutually agreed between the parties of this Contract that the Town's Director of Development & Operations or designated representative, shall supervise, direct and approve all work included herein, and in all cases shall decide every question which may arise relative to the execution of the work to be performed under this Contract as per Section GC 7.0 – Contractor's Responsibilities and Control of the work.



WORKPLACE SAFETY AND INSURANCE BOARD

A Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) must be provided prior to the commencement of the project, providing adequate proof that all payment by the Proponent have been made.

The Proponent clearly understands and agrees that they are **not**, nor is anyone hired by the Proponent, covered by the Corporation of the Town of Shelburne under the Workplace Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Dominion, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town with such satisfactory evidence that the Proponent has complied with the provisions of any such Acts.

The Town of Shelburne is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.

**REQUEST FOR PROPOSAL FORM**

Company Name:
Address:
City, Province, Postal code:
Contact Representative:
Phone:
Email:
HST Registration number:
Insurance Company:
Insurance Policy Number:
Insurance Coverage:
WSIB Clearance Certificate Number:

Having carefully examined all Proposal Documents related thereto, including the General Terms, Scope of Work, Proposal Requirements, Form of Proposal and Addendum, do hereby provide this Proposal in accordance with the Proposal Documents and all specifications. I/We understand and agree to provide the street sweeping service as per the instructions, conditions and costing as proposed in Schedule A (unit prices).

Signature of Authorized Person**Print Name****Title****Signature of Witness**

Please note: Person signing must be authorized to conduct business on behalf of the company represented and to bind the company/individual to statements on this RFP/Contract. Failure to sign submission will result in a rejection of the proposal.

**SCHEDULE A - FEE PROPOSAL****PRICING FORM**

ITEM	UNIT	RATE
Road Sweeping	Per lane kilometer	\$
Parking Lot Sweeping	Per hour	\$
Debris Disposal (Optional)	Per tonne	\$
Other Costs		\$
Other Costs		\$
Subtotal:		\$
HST (13%):		\$
Total:		\$

Please include any other costs not listed above that may be used and provide a formal detailed quote with your submission.

Signature of Authorized Person

Print Name

Title

Signature of Witness

Please note: Person signing must be authorized to conduct business on behalf of the company represented and to bind the company/individual to statements on this RFP/Contract. Failure to sign submission will result in a rejection of the proposal.



RFP NUMBER
01-2023

DOCUMENT NAME
Appendix A

DRAWING TITLE
Street Sweeping Roads and Areas

LEGEND - STREET SWEEPING ROADS

Zone 1 "West"
Priority
Secondary

Zone 2 "Centre"
Priority
Secondary

Zone 3 "South"
Priority
Secondary

LEGEND - OTHER STREET SWEEPING AREAS

Parking Lot

LEGEND - OTHER FEATURES

cl Connecting Link Signage

Municipal Boundary

Road

NOTES

Length of Sweeping Routes¹
Zone: 1 "West"
Priority Road Length: 3.39 km
Secondary Road Length: 7.68 km
Total Road Length: 11.07 km
Total Lane Length: 21.84 km

Zone: 2 "Centre"
Priority Road Length: 3.86 km
Secondary Road Length: 10.33 km
Total Road Length: 14.19 km
Total Lane Length: 28.31 km

Zone: 3 "South"
Priority Road Length: 4.76 km
Secondary Road Length: 7.76 km
Total Road Length: 12.52 km
Total Lane Length: 25.85 km

Grand Total Road Length: 37.78 km
Grand Total Lane Length: 76.00 km

¹ The length of each sweeping route is only approximate and subject to rounding.

List of Parking Areas
Area Number: 1
Description: Centre Dufferin Recreation Complex
Address: 200 Fiddle Park Lane

Area Number: 2
Description: Shelburne and District Fire Department
Address: 114 O'Flynn St

Area Number: 3
Description: Shelburne Public Library
Address: 201 Owen Sound St

Area Number: 4
Description: Municipal Parking Lot
Address: 140 Main St E

Area Number: 5
Description: Shelburne Town Hall
Address: 203 Main St E

Area Number: 6
Description: Municipal Parking Lot
Address: 116 Wellington St

REFERENCE

0 125 250 375 500

Meters

GIS PROJECT: 2023-005

VERSION: 01

DATE: 02-08-2023