



THE MUNICIPALITY OF MAGNETAWAN

TENDER
PROPOSAL OPENING
TIME

Street Sweeping
Monday March 30th 2020
3:30pm

STAFF PRESENT

Scott Edwards, Public Works
Superintendent
Kerstin Vroom, CAO/Clerk

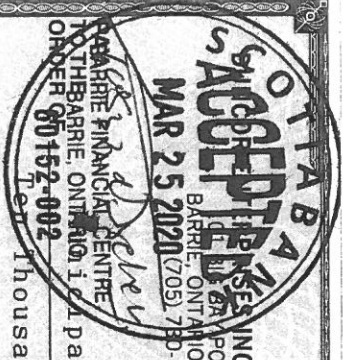
BID #	NAME OF BIDDER	PROPOSAL AMOUNT	NOTES
1	DUNCOR	yr one \$15,451+HST yr two \$15,836+HST	CEA clg v
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature: *Kerstin Vroom*

SM

Print Name: Kerstin Vroom

SCOTT EDWARDS



SCOTTABANK INC. - TENDER ACCOUNT
44 COLLIER STREET
BARRIE, ONTARIO L4M 1G6

CERTIFIED CHEQUE
DO NOT DESTROY

DATE 2 4 0 3 2 0 2 0
D D M M Y Y Y Y

\$ 10,000.00

XX
/100 DOLLARS

REARRE FINANCIAL CENTRE
107 HARRIE, ONTARIO L1M 1L1
ORDER 80152-002

City of Magnetawan

2020-01 Street Sweeping



DUNCOR ENTERPRISES INC. - TENDER ACCOUNT

PER *RK*

⑈0001835⑈ ⑆60152⑈002⑆ 01252⑈10⑈



**Municipality of
Magnetawan**

P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

*Nicole Gourlay
Deputy Clerk
PO Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0
deputyclerk@magnetawan.com*

**Request for Tender for
Street Sweeping**

Title: "TENDER 2020-01 Street Sweeping"

Date of issue: Wednesday February 19th, 2020.

Tender Submission Deadline: Monday March 30th 2020 at 3:00pm

Request for Proposal: Street Sweeping

Tender 2020-01

Addendum #1

Q1: Could you send me the results of the last tender

A1: There are no previous street sweeping tenders.

Q2: In the Core Key Deliverables/ Requirements, it says that the successful bidder may file a Performance Bond. What if any would be another option?

A2: The Tender document has been updated in Section 1.13 to include the answer this question.

Q3: With respect to **2.03 Core Key Deliverables/Requirement**, we see that a Performance Bond can replace the Tender Deposit cheque but there is no mention of the requirements for the Tender Deposit. Please clarify the requirements the Tender Deposit.

A3: Tender Document has been updated in Section 1.13 to include "A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Tender must be submitted with the Tender, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the Tender opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.

The successful bidder may file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred per cent (100%) of the total estimated Tender. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Tender deposit cheque."

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting tenders for Street Sweeping.

This Request for Tenders document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at www.magnetawan.com/rfp-tenders/

1.02 Submission of Tenders

Tenders shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Tenders included as Section 5 at the end of this document. A designated signing officer authorized to bind the Vendor to the provisions of their Tender must sign the Form of Tender. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Tender.

All hard copy tenders must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, PO Box 70, 4304 Hwy 520, Magnetawan, ON, POA 1P0. Electronic submissions will not be accepted in response to this RFT. Faxed submissions will not be accepted.

Project Name: TENDER 2020-01 STREET SWEEPING

Tenders must be received no later than Monday March 30th, 2020 at 3:00pm

Tenders must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFT.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Tenders delivered or sent by courier prior to the Tender Submission Deadline, in accordance with the submission process described in this section. Tenders received after the Tender Submission Deadline will not be considered.

1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

Nicole Gourlay, Deputy Clerk
deputyclerk@magnetawan.com

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information and that no Bidder receives unfair treatment during the RFT process.

1.04 Schedule

The schedule set out herein represents the Municipality of Magnetawan's best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFT Issue Date	Wednesday February 19 th , 2020
Questions Required	Monday March 16 th , 2020 by 4:30pm
Addendum Posted on Website	Friday March 20 th , 2020 by 4:30pm
Tender Submission Deadline (see Section 1.02)	Monday March 30 th , 2020 3:00pm
Tender Opening	Monday March 30 th , 2020 3:30pm

1.05 Required Review and Clarification

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact by 4:30pm on Monday March 16th, 2020. This will allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFT will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accepted the terms and conditions of the RFT in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFT.

1.06 Amendments to the RFT

The Municipality of Magnetawan may issue addenda to clarify and/or modify certain aspects of the RFT prior to the Tender Submission Deadline. Addenda shall be posted to www.magnetawan.com/rfp-tenders/ and shall be available in the Municipal Office.

1.07 Reserved Rights of the Municipality of Magnetawan

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender.
- c. adjust a Bidder's scoring or reject a Bidder's Tender based on
 - i) a financial analysis.
 - ii) information provided by references.

- iii) the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan.
- iv) the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFT process; or
- v) other relevant information that arises during the RFT process.
- d. verify with any Bidder or with a third party any information set out in a Tender.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information, or any qualifications.
- g. disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
- h. make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- i. select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFT process at any stage.
- k. cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- l. accept or reject any or all Tenders in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- n. if a single Tender is received, reject the Tender of the sole Bidder and cancel this RFT process
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.08 Not Responsible for Costs

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFT.

1.09 Tender Expiry Date

Bidders hereby acknowledge that their Tenders shall be irrevocable for a period of 30 days from the Tender submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

1.10 Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However,

intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

1.11 Invoicing

The Vendor will be solely responsible for invoicing the Municipality ensuring to include the Purchase Order number on all invoices to assure timely payment. All invoices are subject to prior review and approval by the Municipality and approved invoices will be paid on a net 30 calendar days from the date of invoice as per the Municipality of Magnetawan's standard terms of payment.

1.12 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Proposals received by the Municipality of Magnetawan become a public record. Once a Proposal is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

1.13 Additional Requirements

- (a) The use of appropriate and credible sub-contractors by the Bidder to perform portions of the project is permitted only if the Bidder declares such use in the Proposal.
- (b) The successful Bidder shall, throughout the term of the contract, obtain and maintain in force a General Liability Insurance and/or Professional Liability Insurance coverage of not less than \$2,000,000 per occurrence inclusive, to indemnify and hold harmless the Municipality of Magnetawan against any liability for property damage or personal injury, including death, which may arise from the Bidder's operations under this contract;
- (c) The successful Bidder shall ensure that all services and products provided in respect to this proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation, including but not limited to WSIB and all applicable responsibilities under Occupational Health and Safety Act.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work

The tendered price shall include Operator(s) and Sweeper Unit(s) to sweep streets and prime-surfaced rural roads at the following general locations.

Equipment will have a Water Tank with Pump and a means to pick up sand to be deposited at specified locations. There will be various dump locations provided as well. This contract is valid for 2020, and 2021 (with a possibility of a one year extension) and includes; Village of Magnetawan: approx. 7.1 km (See Appendix A), Hamlet of Ahmic Harbour: approx. 4.4 km(See Appendix B), Approx. 20Km of prime surfaced road (See Appendix C/D/E), Approx. 20 spot locations: hill & intersection (See Appendix C/D/E).

- Sand, dust and debris shall be swept and picked up by the sweeper unit for transport to a designated dumping transfer point within a reasonable distance of the work area.

- The sweeper unit shall be equipped with a water spray system and a means to replenish the water for dust control, a High Dump Capability would be an asset.
- The operator shall have in his possession all licenses and certificates required to be qualified as an operator of the sweeper unit.
- Unforeseen issues and/or incidents shall be reported to the Superintendent of Public Works or his designate.
- Location maps showing work and dump locations are provided with this document.

2.02 Services Required

The services to be provided by the successful Bidder will include but not be limited to those areas as set out below. Generally, services provided by the successful Bidder in each area shall include but not be limited to:

Street Sweeping - 2020

Village of Magnetawan: approx. 7.1 km (Appendix A)	Lump sum \$	<u>8798.00</u>
Hamlet of Ahmic Harbour: approx. 4.3 km (Appendix B)	Lump sum \$	<u>5328.00</u>
Approx. 20Km of prime surfaced road (Appendix C/D/E)	\$ per Km	<u>\$ 1200.00</u>
Approx. 20 spot locations: hill & intersection (Appendix C/D/E)	\$ per location	<u>\$ 125.00</u>

Street Sweeping - 2021

Village of Magnetawan: approx. 7.1 km (Appendix A)	Lump sum \$	<u>9017.00</u>
Hamlet of Ahmic Harbour: approx. 4.3 km (Appendix B)	Lump sum \$	<u>5461.00</u>
Approx. 20Km of prime surfaced road (Appendix C/D/E)	\$ per Km	<u>\$ 1230.00</u>
Approx. 20 spot locations: hill & intersection (Appendix C/D/E)	\$ per location	<u>\$ 128.00</u>

2.03 Core Key Deliverables/Requirements

The Municipality has the following general requirements of a potential preferred vendor for Street Sweeping:

- The successful bidder may file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred percent (100%) of the total estimated Tender. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Tender deposit cheque.
- The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least two million dollars (\$2,000,000) per occurrence in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
- The successful bidder shall also deliver proof of Workman's Safety Insurance Board coverage within ten (10) calendar days of receiving the Acceptance Notice.
- The successful bidder shall provide a 4 Wheel Mechanical Sweeper with a water tank and a means to replenish water for dust suppression. A High Dump System would be an asset.

2.04 Hold Back and Completion

Payment will be made for ninety percent (90%) of the tendered value of the work performed, within thirty (30) calendar days of completion by the Bidder. The remaining ten percent (10%) will be received by the bidder once an inspection of completed work has been completed. The Municipality shall prepare the estimate.

In addition to the normal ten percent (10%) holdback, additional holdback, may be retained to cover any written liens submitted during the Contract as soon as possible following the certification by the Contractor and any sub-contractors. Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is "complete". (See the Construction Lien Act).

Performance Evaluation:

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipality's future contracts for a period of two (2) years.

Completion Date:

The contractor shall complete the work by **May 14th, 2020** and **May 13th, 2021**

If the time limit above is not adequate to permit completion by the contractor working a normal number of hours, the contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the work.

If the work is not completed by the above date, or by an amended date allowed and approved by the Municipality, the contractor agrees to pay the Municipality a sum of two hundred dollars (\$200.00) per calendar day for each delayed day in finishing the work, excluding weekends.

Section 3 Requirements

3.01 Submission

For the Municipality of Magnetawan to evaluate Proposals fairly and completely, Bidders shall provide **all** information requested in the format set out in the RFT. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit **one (1) set** of their Proposal, containing the following items:

- An indication of the Bidder's understanding of the project scope and requirements, including how each of the specific required services shall be met.
- An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Bidder, and their legal/contractual relationship to the Bidder.

3.02 Evaluation Criteria, Process and Award

The Municipality of Magnetawan may make an award based on the tenders received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFT.

The evaluation committee will recommend Award to Council for the Bidder achieving the specifications required and the lowest price.

The successful Bidder shall be notified of the Award in writing to the e-mail address given on the Form of Tender, and/or may be contacted verbally by the Lead Contact.

Section 4 Evaluation of the Proposals

4.01 Evaluation Criteria, Process and Award

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a proposal deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFP.

Basis of Rejection of Tender

Tenders not conforming to the requirements within this document or the following will be disqualified:

1. Tender must be legible, in ink, typewritten, or by printer.
2. Tender must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.

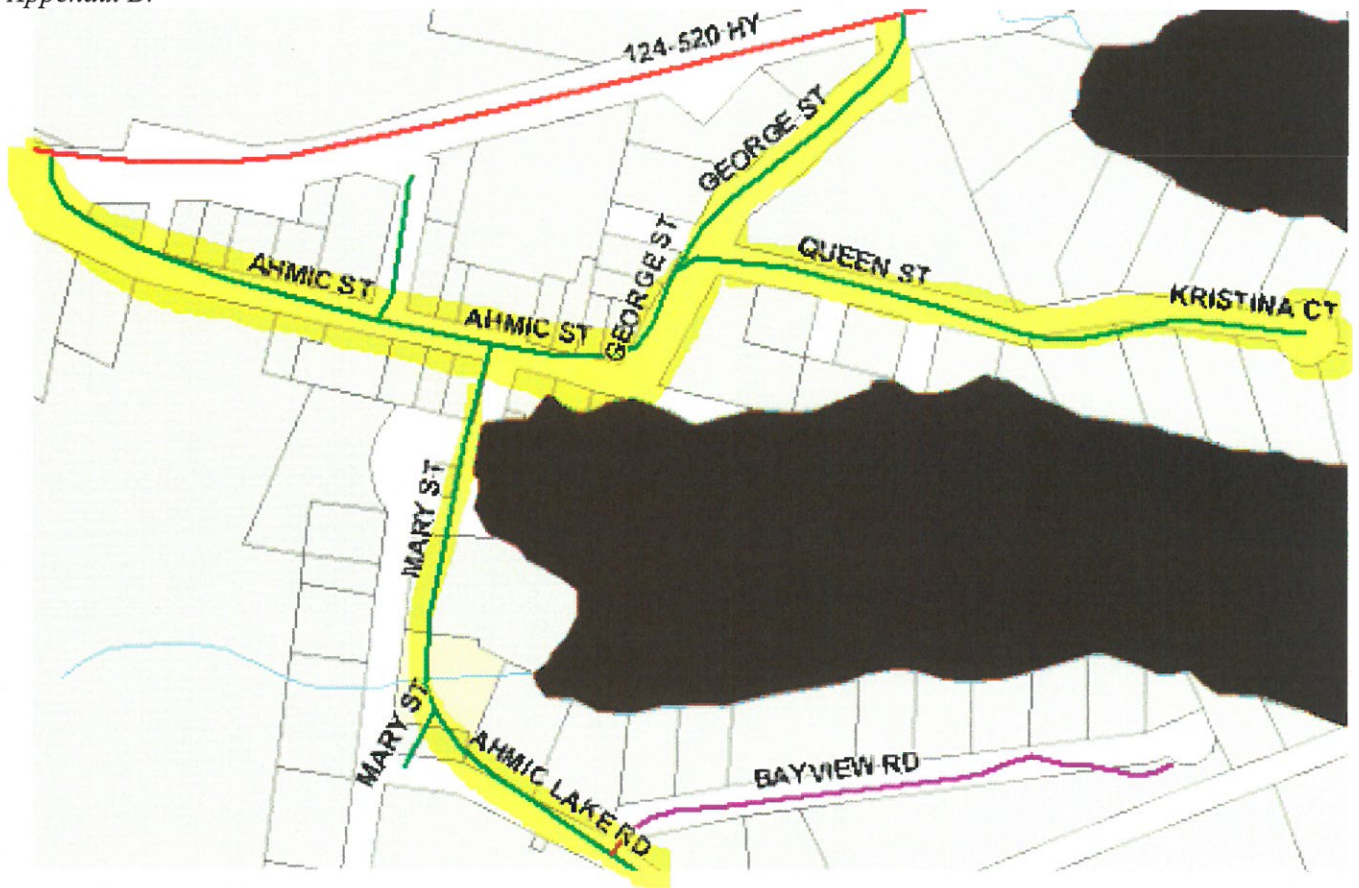
Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.

Appendix A:



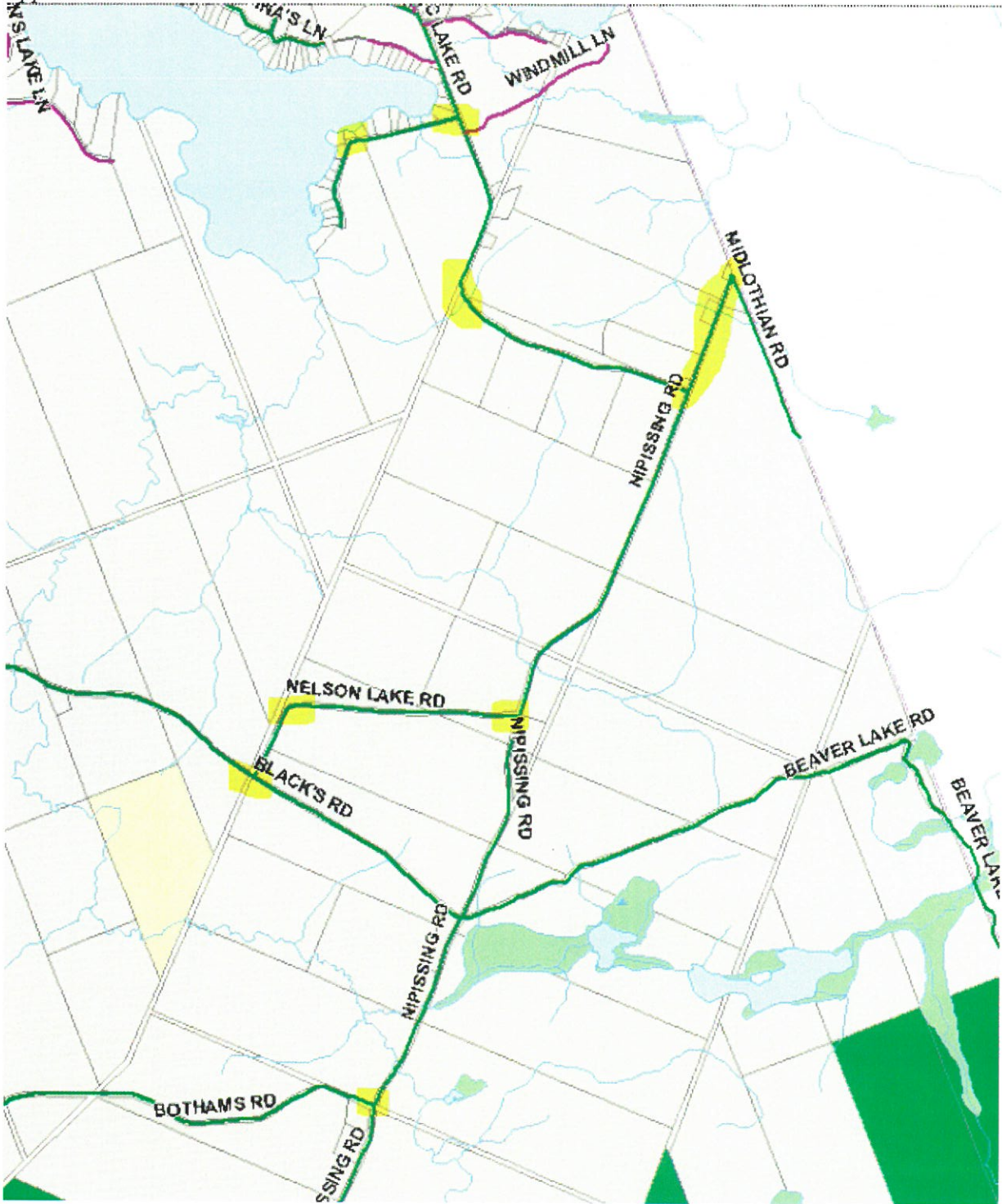
Magnetawan Village (Approx 7.1km)

Appendix B:



Hamlet Of Ahmic Harbour

Appendix E:



Prime surface road and spot locations (3/3)

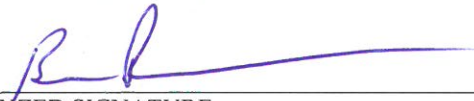
Section 5 Form of Tender

I/We, the Undersigned, having examined this Request for Tenders, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide street sweeping, without undue delay, and completed by May 14th, 2020 and May 13th, 2021.

I, We Brian Duncan Vice President
(Name-Print) (Position)

of Duncor Enterprises Inc.
(Company Name)

Dated at Barrie this 25 day of March, ~~2018~~ 2020



AUTHORIZED SIGNATURE

101 Big Bay Point Road

STREET ADDRESS


Barrie Ontario L4N 8M5

CITY PROVINCE POSTAL CODE

705-730-1999 705-730-7977

TELEPHONE NO. FACSIMILE NO. info@duncor.ca
E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1  Addendum No. 2 _____ Addendum No. 3 _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Tender to be true and complete in all respects.

Company Seal



Your clearance(s) / Vos certificats de décharge

We confirm that the business(es) listed below are active and in good standing with us.
Nous confirmons que la ou les entreprises énumérées ci-dessous sont actives et que leurs comptes sont en règle.

Contractor legal or trade name / Raison sociale et appellation commerciale de l'entrepreneur	Contractor address / Adresse de l'entrepreneur	Contractor NAICS Code and Code Description / Code du SCIAN de l'entrepreneur et description	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd-mmm-yyyy) / Période de validité (jj- mmm-aaaa)
DUNCOR ENTERPRISES INC	101 BIG BAY POINT RD, BARRIE, ON, L4N8M5, CA	237310: Highway, street and bridge construction	A0000GNRXU	20-Feb-2020 to 19-May-2020

Under Section 141 of the *Workplace Safety and Insurance Act*, the WSIB waives our right to hold the principal (the business that has entered into a contractual agreement with the contractor/subcontractor) liable for any unpaid premiums and other amounts the contractor may owe us for the validity period specified.
Aux termes de l'article 141 de la *Loi sur la sécurité professionnelle et l'assurance contre les accidents du travail*, la WSIB renonce à son droit de tenir l'entrepreneur principal (l'entreprise qui a conclu une entente contractuelle avec l'entrepreneur ou le sous-traitant) responsable de toute prime impayée et autre montant que l'entrepreneur pourrait lui devoir pour la période de validité indiquée.

WSIB Head Office: 200 Front Street West
Toronto, Ontario, Canada M5V 3J1

Siège social : 200, rue Front Ouest
Toronto (Ontario) Canada M5V 3J1

1-800-387-0750 | TTY/ATS 1-800-387-0050
employeraccounts@wsib.on.ca | wsib.ca