



**Municipality of
Magnetawan**

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

Lead Contact: Scott Edwards
Public Works Superintendent
P.O. Box 70, 4304 Hwy 520
Magnetawan, ON
P0A 1P0

Email: publicworks@magnetawan.com

Request for Proposal

Project Name: "Proposal 2023-01 Roadside Brushing"

Date of issue: Tuesday March 28, 2023

Proposal Submission Deadline: Thursday April 27, 2023, by 3:00 p.m.

Section 1 Introduction and General Instructions

1.01 Introduction

The Municipality of Magnetawan is inviting Proposals for Roadside Brushing.

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

Any information contained in the Request for Proposal that is changed by the Bidder (except for filling in the blanks) will be grounds for disqualification.

Magnetawan's Procurement By-law is available for review at the Municipal Office or on the website.

1.02 Submission of Proposals

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

All hard copy proposals must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, P.O. Box 70, 4304 Hwy 520, Magnetawan, ON P0A 1P0.

Electronic submissions will be accepted in response to this RFP. Electronic submissions will not be reviewed until the proposal opening date.

Faxed submissions will not be accepted.

Project Name: PROPOSAL 2023-01 ROADSIDE BRUSHING

Proposals must be received no later than Thursday April 27, 2023, by 3:00 p.m.

Proposals must not be restricted by a statement added to the Form of Proposal or by a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Proposals delivered by the Proposal Submission Deadline, in accordance with the submission process described in this section. Proposals received after the Proposal 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:

*Scott Edwards
Public Works Superintendent
PO Box 70, 4304 Hwy 520
Magnetawan, ON
POA 1P0
publicworks@magnetawan.com*

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Proposal issue date and the notification of the Award, in a manner other than that described in this RFP 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 RFP 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:

RFP Issue Date	Tuesday March 28, 2023
Final date of posting addenda	Thursday April 6, 2023 by 4:30 pm
Proposal Submission Deadline	Thursday April 27, 2023 by 3:00 p.m.
Proposal Opening	Thursday April 27, 2023 by 3:30 p.m.

1.05 Required Review and Clarification

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

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

1.06 Amendments to the RFP

The Municipality of Magnetawan may issue addenda as they are received, clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. No addenda shall be posted after **Thursday April 6, 2023**. Addenda will be posted to our website at www.magnetawan.com and will 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 Proposal.
- c. adjust a Bidder's scoring or reject a Bidder's Proposal 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 RFP process; or
 - v) other relevant information that arises during the RFP process.
- d. verify with any Bidder or with a third party any information set out in a Proposal.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Proposal contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
- g. disqualify any Bidder or the Proposal of any Bidder who has engaged in conduct prohibited by this RFP.
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP.
- i. select the Bidder other than the Bidder whose Proposal reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFP process at any stage.
- k. cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables.
- l. accept or reject any or all Proposals in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFP or in any Bidder's Proposal.
- n. if a single Proposal is received, reject the Proposal of the sole Bidder, and cancel this RFP 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 Proposal. 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 RFP.

1.09 Proposal Expiry Date

Bidders hereby acknowledge that their Proposals shall be irrevocable for a period of 60 days from the Proposal 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 submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period;
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and
- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

1.12 Method of Delivery of Invoices

- a. The Contractor shall send invoices to both the attention of the Municipal contact(s) specified in the Contract and the Treasurer. The Contractor shall reference the invoice Project Name in the email subject line and/or envelope.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

1.13 Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

1.14 Payment Disputes

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e., litigation, adjudication, or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

1.15 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.

1.16 Additional Requirements

- a. A certified cheque made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Proposal must be submitted with the Proposal, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of the Proposal opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.
- b. 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 Proposal. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Proposal deposit cheque.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work

Site Lines

The Municipality has a responsibility to maintain its publicly travelled roadways and roadside allowances in a safe condition to provide all potential users and that the Private, Municipal, County and Provincial roadway intersections are adequately cleared of obstructions and fouling so as to provide improved:

- a. Site Lines
- b. Overhead Clearances for Larger Vehicles
- c. Roadside Clearances for Road Maintenance Equipment
- d. Snow Storage Areas
- e. Winter Driving Surfaces

The intent of the Municipality's brushing program is to clear cut the Municipal road allowances of all brush, shrubs, small trees, and overhanging tree canopy that address any or all of the above noted improvements.

Staff acknowledges the sensitive nature of the public in regard to some brush removal methods (mechanical brusher-cutter), and the need to inform local property owners abutting the brushing works via the website annually.

The Municipal maintenance program is set annually through the Operations Roads Dept.

- a. Work is to be completed with a mounted rotary type brusher and or equivalent with a minimum reach of ten (10) metres.
- b. Brush is to be cut a maximum of six (6) to eight (8) inches above the ground.
- c. Brush is to be cut to a maximum length of twelve (12) to eighteen (18) inches.
- d. All stumps to be mulched to near ground level where permitted, except in area of rocks or other ground conditions that may prove a detriment to safety and damage of equipment.
- e. No raking (partial removal) of tree limbs is permitted unless the entire tree is mulched to near ground level, with the following exception: raking of tree limbs is permitted to improve the line of site and permit unimpeded passage of vehicles in cases where there are limitations to the complete removal or mulching of the tree.
- f. Trees are not to be pushed over unless the entire tree is to be mulched or removed by Public Works Staff.
- g. Brush is to be cut to the Fence Line where in existence with consideration given to possible damage to the fence.
- h. Any damage to fences will be the responsibility of the Contractor.
- i. Respecting Trespass Roads: where a fence line is in existence, brushing may take place up to the fence line with consideration given to potential damage to the fence, safety to the Operator and Public; where there is no fence line but there is a dug ditch, brushing may take place to the top of ditch slope or to where there is evidence of previous brushing.
- j. Respecting Non-Trespass Roads: It is the discretion of the Public Works Superintendent and or his Designate as to the width of brushing required within the allowance for proper road maintenance.

- k. All brushing is confined to trees of a maximum of approximately seven (7) inches in diameter, with operation limited to top-down mulching of the brush to ensure that as much material as possible is mulched to the ground.
- l. The Municipality is not responsible for any damage to equipment due to rocks, wire etc. on the road Right of Way.
- m. Locations of Brushing will be indicated by the Public Works Superintendent and or Designate.
- n. All Road Work to be followed by Book 7 Setups, Equipment to meet Working on Road warning lights and signage.
- o. Brushing shall be done at a time suitable to the Municipality of Magnetawan keeping in mind Half loads and road conditions.

2.02 Services Required

Please see below the services required for this Proposal. These services are to be provided by the successful Bidder:

Roadside Brushing Services as specified by the Public Works Superintendent at the Per Hour Quote within the Municipality of Magnetawan for both Operator and Machine provided.

It is estimated that there is approximately 200 hours of roadside brushing to be completed.

The Contractor shall not employ for purpose of fulfilling its obligations under contract to be signed, any person or sub-contractor not skilled or certified in the work to be assigned to them. Neither the Corporation nor the Contractor shall assign a third party the work to be performed under this contract without written consent of the other.

2.03 Core Key Deliverables/Requirements

The Municipality has the following general requirements of a potential preferred vendor for Roadside Brushing:

- a. 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 five million dollars (\$5,000,000) per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100, Subsections 106-1 and 106-2)
- b. 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 Municipality may also require HST compliance.

2.04 Payment Schedule

Payment of the contract amount, subject to the statutory holdback (*Construction Act*) and the deficiency holdback referenced in section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 1.11.

2.05 Deficiency Hold Back

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed (“Deficiency Holdback”) for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality’s satisfaction may be retained out of the Deficiency Holdback.

2.06 Performance Evaluation:

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

2.07 Completion Date:

The Contractor shall complete the work by October 31, 2023

If the time limit above is not sufficient 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 works. If the time limit above is not enough to permit completion by the Contractor, working a normal number of hours, the Contractor shall make changes to permit the work to be completed within the allotted time. Additional costs incurred shall be deemed to be included in the price submitted by the Bidder for this Proposal.

If the work is not completed by the above time frame or by an amended time frame allowed by an approved extension of time (see Form M-100, Subsection 107-2) then the Contractor agrees to pay the Municipality of Magnetawan the sum of Five Hundred Dollars (\$500.00) per calendar day, for each day's delay 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 RFP. 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 Proponent's understanding of the project scope and requirements, including how the specific required services shall be met.	
• List of equipment type including description to be used in project	
• 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 Proponent, and their legal/contractual relationship to the Proponent.	
• An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team.	
• A Completed proposal package including signatures.	
• Proposal Addendums signed by Proponent for acknowledgement.	
• All necessary funds.	

3.02 Evaluation Criteria, Process and 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.

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 Proposal, 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.

4.02 Basis of Rejection of Proposal

Proposal not conforming to the requirements within this document and/or the following will be disqualified:

- a. Proposal must be legible, in ink, typewritten, or by printer.
- b. Proposal must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Proposal must be signed and sealed by an authorized official of the bidding organization. A joint proposal must be signed and sealed by each company.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location (see Form M-100, Sub-section 102-2), and understands and accepts the said conditions and specifications, and for the prices set forth in this proposal, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this proposal is a certified cheque, in the amount of 10% of the total proposal, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the proposal, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this proposal.

It is agreed that the proposal quantities are estimated only and may be increased or decreased by the Municipality without alterations of the proposal price. However, such increases or decreases shall not exceed 20%. (See Form M-100, Subsection 103-1)

It is also agreed that upon acceptance in writing by the Municipality of Magnetawan this proposal form becomes the agreement for the performance of the work between the contractor and the Municipality.

Section 5 Form of Proposal

I/We, the Undersigned, having examined this Request for Proposals, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide roadside brushing, without undue delay, and by completion date.

I, We _____
(Name-Print) (Position)

of _____
(Company Name)

Dated at _____ this _____ day of _____, 2023.

AUTHORIZED SIGNATURE

ADDRESS

CITY PROVINCE POSTAL CODE

TELEPHONE NO. FACSIMILE NO. 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 _____

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below
Last posted addendum on the website on Thursday April 6, 2023 _____

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Proposal 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 Proposal to be true and complete in all respects.

Company Seal