

**REQUEST FOR QUOTATION**

**MUNICIPAL SWEEPING**

**2023**

**(with option for 2024 and 2025)**

**Quote No.**

**2023-001**

**Bid Closing: March 23, 2023**

**Joie de vivre**



[www.westnipissingouest.ca](http://www.westnipissingouest.ca)



West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING**

**REQUEST FOR QUOTATION FOR MUNICIPAL SWEEPING**

**INSTRUCTION TO BIDDERS**

**SECTION 1.0**

**INVITATION TO BID**

The Municipality of West Nipissing is seeking qualified contractors to supply labor, material and equipment for sweeping of municipal roads and sidewalks located at various locations within municipal boundaries.

**Owner:** Municipality of West Nipissing

101-225, Holditch Street

Sturgeon Falls, On P2B 1T1

Phone: 705-753-2250

Fax: 705-753-3950

**MUNICIPALITY OF WEST NIPISSING**  
**REQUEST FOR QUOTATION FOR MUNICIPAL SWEEPING**  
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**SECTION 1.0**

**BID SUBMISSION**

- 1.0)** Bid documents must be returned in a sealed envelope clearly marked “Municipal Sweeping 2023” complete with bidder’s Company name and Bid reference number to the exterior drop box at the Municipality of West Nipissing town hall, 101-225 Holditch Street, Sturgeon Falls, Ontario P2B 1T1, **before 11:30 AM (local time) on March 23, 2023** (the “Official Closing Time”).
- 1.1)** The drop box will be opened immediately after the official closing time. Only bids collected from the drop box will be accepted
- 1.2)** Bids submitted by facsimile or electronically will not be considered.
- 1.3)** All pages contained in the bid documents form an integral part of this bid.
- 1.4)** The lowest or any bid will not necessarily be accepted. The owner may decide, at its sole discretion, that no bid submitted will be accepted and no contract will be awarded pursuant to this bid process. If the owner elects to reject all bids, all bidders will be notified and the owner will not be liable to any bidder in preparing the bid, damages, loss of anticipated profit in connection with the work, or any matter whatsoever.
- 1.5)** Bidders are advised that the Municipality functions through its Policy No. 2006-332 “Validity of Tenders” and by its By-Law No 2016-89 (including the most current amendments), “By-law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing” (Purchasing By-Law).
- 1.6)** Bidders are required to check the Municipality of West Nipissing website for addenda issued before the closing date and time. If the contract administrator determines that an amendment is required to the bid documents, the contract administrator will prepare an addenda and post it to the Municipality of West Nipissing website.
- 1.7)** Partial or incomplete bids will not be considered.
- 1.8)** In case of a corporation that has a corporate seal, the corporate seal shall be affixed to the bid form.

**MUNICIPALITY OF WEST NIPISSING  
REQUEST FOR QUOTATION FOR MUNICIPAL SWEEPING  
INSTRUCTION TO BIDDERS**

**SECTION 1.0**

**QUESTIONS AND CLARIFICATIONS**

- 2.0)** Enquiries, request for explanation, interpretations or clarifications must be submitted by email to [ehenning@westnipissing.ca](mailto:ehenning@westnipissing.ca), only those inquiries submitted by email will be considered. Emails submitted must include the bid title and bid reference number.
- 2.1)** Enquiries will be received up to noon local time on March 16, 2023. Enquiries received after the date and time noted will not receive a response.

**BID OPENING**

- 3.0)** Bids will be opened immediately after Bid Closing time. Only the names of the Bidders, bid price and the required bid security will be disclosed.
- 3.1)** Bid received after the official closing time is considered LATE, and will not be accepted and will be returned unopened to the bidder.

**ADJUSTMENT OR WITHDRAWAL OF BIDS**

- 4.0)** Adjustment by telephone, facsimile or letter for a bid already received will not be considered. A bidder desiring to make adjustment to a bid must withdraw the submission and/or supersede it with another offer.
- 4.1)** Bidders may withdraw its bid at any time prior to closing provided the withdrawal:
- i) is in the form of a letter and,
  - ii) state the name of the bidder and clearly identify the bid that is being withdrawn and;
  - iii) is signed by the bidder's duly authorized signing officer;
- 4.2)** Bids may not be withdrawn after they have been opened and read publicly. Successful bidders wishing to withdraw a bid shall pay the difference between their low bid and the next lowest bid.

**EXAMINATION OF SITE CONDITIONS**

- 5.0)** It is the responsibility of the bidder before submitting a bid to carefully examine the site of the proposed work. Bidders shall fully inform themselves as to the existing site conditions and limitations to determine all factors relating to the place of work that may affect the performance of the work, conditions such as weather and availability of labour, the ground,

**MUNICIPALITY OF WEST NIPISSING  
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quality and quantity of the material to be encountered, the equipment and facilities needed preliminary to and during the execution of the work, the general local conditions, and all matters which are necessary for the full and proper completion of the work and the conditions under which it will be performed.

- 5.1)** Any failure to fully investigate the sites of the work or the foregoing conditions shall not relieve the bidder from his responsibility for estimating properly the difficulty or cost of successfully performing the work. Neither the owner, nor any of his representative or agents, assumes any responsibility for the accuracy of site information indicating in the bid documents and the bidders must evaluate such information relative to the actual conditions at the place of the work.

**BID DOCUMENT DISCREPENCIES AND OMISSION**

- 6.0)** Bidders are responsible to review the bid documents and to verify they are complete. If the bidder find discrepancies or omissions from the drawings, specifications and other documents, the bidder should submit a written request for correction to the contract administrator. Written request for corrections must be received no later than three (3) days prior of bid closing date. Any required correction, addition, deletion or revision to the bid documents will be by written addenda to the bid documents issued by the contract administrator by posting to the Municipality of West Nipissing website.

**REQUEST OF APPROVED EQUALS AND ALTERNATIVES**

- 7.0)** Request for equals to the material, equipment or methods of completion specified, should be submitted in writing to the contract administrator three(3) days prior of bid closing time. These requests should contain pertinent data such as specifications, construction and operational characteristics, cost savings etc. in order to assist the contract administrator in his decision. Approvals for equals will be in the form of addenda, the contract administrator is not obligated to review and approve equals prior to the bid closing time.

**BID DEPOSIT**

- 8.0)** Bid forms must be accompanied by a certified cheque, bank draft, money order and or/bid bond made payable to the Corporation of the Municipality of West Nipissing, Equal or greater than the amount specified:

<u>Total Amount of Bid</u>	<u>Minimum Deposit Required</u>
<b>8.1)</b> \$50,000 or less	5%
<b>8.2)</b> Over \$50,000	10%



West Nipissing Quest

**MUNICIPALITY OF WEST NIPISSING  
REQUEST FOR QUOTATION FOR MUNICIPAL SWEEPING  
INSTRUCTION TO BIDDERS**

**SECTION 1.0**

**INSURANCE**

- 9.0)** The successful bid shall, within (7) calendar days after receipt of the owner's notice of award, deliver to the owner two (2) copies of certificates attesting to the fact that the required policies of insurance as outlined in the contract documents have been obtained by the bidder.

**PRE-QUALIFICATION OF CONTRACTOR**

- 10.0)** Contractor and/or all sub-contractors working for the contractor must pre-qualify with the Municipality of West Nipissing Health and Safety officer before starting work.

**BID FORM:**

- 1.1) I/we recognize the right of the Municipality to reject any and all bids for any reason without explanation and that the lowest bid may not necessarily be accepted.
- 1.2) I/we understand that my/our bid will be subject to rejection unless it is prepared in strict accordance with all the requirements of the request for quotation documents.
- 1.3) All pricing shall be in Canadian funds, all applicable taxes included with the exception of HST which will be considered as extra to the cost
- 1.4) I/we hereby acknowledge receipt of the following addenda \_\_\_\_ to \_\_\_\_ forming part of the tender documents **(If none have been received, write the word none)**
- 1.5) Bids shall remain open for acceptance by the Municipality for a period of 60 calendar days from closing.
- 1.6) Award is subject to council approval.
- 1.7) If a discrepancy is found in the bid form between the unit price and the total amount, the unit prices shall be considered as representing the intention of the bidder.
- 1.8) I/we agree to furnish the following information in addition to the signed contract, all within ten (10) days from the date of acceptance.
  - i) Shall deliver to the Municipality a certificate of insurance as specified in the bid document.
  - ii) Shall deliver to the Municipality H&S manual, WSIB certificate and MSDS sheets as specified in the RFQ document



**MUNICIPALITY OF WEST NIPISSING  
REQUEST FOR QUOTATION FOR MUNICIPAL SWEEPING**

**SECTION 2.0  
BID FORM**

**QUOTATION FORM**

Having carefully examined the site and all conditions affecting the proposed work as well as the specifications, all addenda, and the instruction to bidders, I/we, the undersigned, hereby offer to furnish all necessary labour, materials, supervision, tools, equipment etc. required to complete all work requisite for the proper execution of this contract, expeditiously and in the satisfactory manner and accept in full payment the stipulated lump sum of:

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Dollars \$

(Excluding HST)

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I/we agree to commence work within one (1) week after the issuance of a start work order and to complete the work in \_\_\_\_\_ days from the issuance of a start work order.

**Option to continue in 2024**

\_\_\_\_\_ I AGREE to continue the contract through the 2024 season for the same bid price

\_\_\_\_\_ I DO NOT AGREE to continue the contract through the 2024 season for the same bid price

**Option to continue in 2025**

\_\_\_\_\_ I AGREE to continue the contract through the 2025 season for the same bid price

\_\_\_\_\_ I DO NOT AGREE to continue the contract through the 2025 season for the same bid price





**MUNICIPALITY OF WEST NIPISSING  
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**SECTION 2.0  
BID FORM**

**Signatures:**

Contractor full business name:

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Contractor full business mailing address:

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Contractor Email address:

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Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*I have the authority to bind this company/corporation*

NAME: \_\_\_\_\_ (Please Print)

TITLE: \_\_\_\_\_ (Please Print)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CORPORATE SEAL:



**APPENDIX "A"**

**PREVIOUS EXPERIENCE**

**Please indicate three(3) past/current related work experience**

All bidders must demonstrate similar experience by providing references from a government/public sector entity of similar nature. Bidders without or with insufficient government/public sector experience may be disqualified. Past experience with the Municipality will also be considered. Prior poor performance with the Municipality may result in disqualification. Decisions of disqualification by the Municipality will be deemed final and will be given to the bidder in writing.

<p><b><u>Reference#1</u></b></p> <p>Project Title &amp; brief description of work: _____ _____</p> <p>Project start date: _____ Project end date: _____</p> <p>Total value of contract awarded : \$ _____</p> <p>Owner or Contractor who awarded contract: _____</p> <p>Contact person: (Full Name) _____ Phone: _____</p>
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<p><b><u>Reference#2</u></b></p> <p>Project Title &amp; brief description of work: _____ _____</p> <p>Project start date: _____ Project end date: _____</p> <p>Total value of contract awarded: \$ _____</p> <p>Owner or Contractor who awarded contract: _____</p> <p>Contact person: (Full Name) _____ Phone: _____</p>
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REQUEST FOR QUOTATION FOR MUNICIPAL SWEEPING**

**SECTION 2.0  
BID FORM**

**APPENDIX "A"**

**PREVIOUS EXPERIENCE**

<p><b><u>Reference#3</u></b></p> <p>Project Title &amp; brief description of work: _____ _____</p> <p>Project start date: _____ Project end date: _____</p> <p>Total value of contract awarded: \$ _____</p> <p>Owner or Contractor who awarded contract: _____</p> <p>Contact person: (Full Name) _____ Phone: _____</p>
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**HEALTH & SAFETY**

- 1.0) General:** Contractor must comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Municipality of West Nipissing safety policy and as well as complying with the prescribed requirements legislated in the Regulations for Industrial Establishments. The Municipality reserves the right to stop work in contravention to any Act or Regulation.
- 1.1) Competent person:** Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of West Nipissing Safety policy.
- 1.2) Equipment & tools:** All equipment and tools used by the contractor shall conform to Canadian Standards Association (CSA) or manufacturer specifications. The Municipality of West Nipissing reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.
- 1.3) PPE:** All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection, CSA approved gloves and CSA safety vest at all time while working on the job site.
- 1.4) Reporting:** Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the ministry of labour or any other appropriate authority required by legislation.
- 1.5) Supervision:** Contractor shall comply with OHSA regulations.
- 1.6) WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.
- 1.7) PANDEMIC:** The Municipality reserves the right to cancel and/or postpone this contract at any time as a result of the current and ongoing COVID – 19 Pandemic

**WORKMANSHIP**

- 2.0)** Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.
- 2.1)** Decision as to the quality or fitness of workmanship in case of any dispute rests solely with the Manager of Public Works, whose decision is final.
- 2.2)** The Contractor shall provide a trained, competent operator with a minimum of 2 (two) years of verifiable and relevant experience to perform the work to the satisfaction of the Manager of Public Works. References will be provided by the Contractor upon request.
- 2.3)** It is expected that the Contractor make every effort to retain the same operator for the duration of the contract. Failure to comply with these provisions may constitute unsatisfactory performance.
- 2.4)** Contractor will be informed about any unsatisfactory performance, as identified by the Manager of Public Works, and given a reasonable opportunity to remedy. Unresolved unsatisfactory performance issues may result in termination of the remainder of the contract and potential contractor disqualification of future bids.

**COMPLETION AND FINAL INSPECTION**

- 3.0)** When satisfied that the work is complete, the contractor shall make a written request to the Public Works Manager for an inspection. Within five (5) calendar days of receipt of request, the contract administrator and the contractor shall jointly inspect the work
- 3.1)** Deficiencies, if any, shall be noted, and a list shall be prepared and issued by the Public Works Manager or designate
- 3.2)** The contractor shall correct deficiencies as listed at no cost to the Municipality of West Nipissing, and notify the Public Works Manager or designate for a final deficiency inspection.

**SPILL REPORTING**

- 4.0)** Spills or discharge of pollutants or contaminants under the control of the contractor shall be immediately reported to the Ministry of Environment.

**PRIVATE LAND**



- 5.0)** The contractor shall not enter private lands adjacent to the construction working area without the written consent of the contract administrator.

**MAINTAIN TRAFFIC AND ACCESS**

- 6.0)** The contractor or his sub-contractor shall not close or obstruct access to the public and shall not place or store material or parked vehicles or equipment on public roads.

**PAYMENT**

- 7.0)** All invoices submitted by the contractor must show the project name and the tender reference number.
- 7.1)** Change orders will only be processed if submitted with a change order notice signed by the Municipality. All change orders shall be approved with a separate corresponding Purchase Order.
- 7.2)** Only original copy of invoices will be processed for payment.

- 1.0)** Contractor shall make all arrangements to dispose of swept materials on his/her own accepting all costs, responsibility and liability. Cost of disposal to be included in the quoted price.
- 1.1) All swept materials shall be picked up and properly disposed. No materials shall be swept to the edge of the asphalt or left on the shoulder.
- 1.2) Contractor shall submit equipment and personnel list that will be utilized for this contract.
- 1.3) Contractor will submit an explanation of sweeping methods that can be expected if awarded the contract.
- 1.4) Upon being notified that the Contractor is the successful bidder, the Contractor will have seven (7) days to produce equipment that will be used in the contract. If the Contractor is unable to supply the equipment in time, the Municipality has the right to consider other bidders and/or re-Tender and, in either case, the bidder's deposit will be forfeit.
- 1.5) The equipment must be in satisfactory running condition and be available for service for the duration of the agreement.
- 1.6) If the equipment does not pass the Municipality's inspection, the Contractor will have seven (7) days to correct the noted deficiencies for re-inspection. If the Contractor fails to correct the deficiencies within the specified time, the Municipality will have the right to terminate this agreement.
- 1.7) In the event that the tendered equipment is mechanically unavailable during the course of the agreement, the Contractor will notify the Municipality representative of the nature of the breakdown and the estimated down time. This shall be done immediately upon becoming aware of the problem, regardless of whether the equipment is in service for the Municipality or not. If suitable equipment is not made available within two (2) days, the Municipality will have the right to terminate this agreement and forfeit the bid deposit.
- 1.8) Fire Hydrants can be set up by municipal staff for the contractor to take water at NO cost at the following locations:
- Sturgeon Falls water tower from 0730 hrs. to 1530 hrs. Thursday to Friday and 0730 hrs. to 1100 hrs. on Friday.
  - Sturgeon Falls Fire Hall from 730 hrs. to 1530 hrs. 7 days a week
  - Cache Bay Park
  - Verner Hwy 64 (Knights of Columbus)

- 1.9) At locations alternate to those listed in section 1.9 the contractor is responsible for costs associated with the supply of water.
- 1.10) The contractor shall request hydrants to be set up 5 working days in advance and shall notify the manager of Public Works by email within 2 days of completion.
- 1.11) Contractors can only operate the hydrant auxiliary valve installed by a certified municipal employee. Contractors shall not directly operate the fire hydrant.
- 1.12) The contractor will be responsible for all repair or replacement costs if a fire hydrant is damaged as a result of sweeping operations
- 1.13) The Contractor's employees are not employees of the Municipality under any circumstances whatsoever.

#### **SCHEDULE OF WORKS**

- 2.0) The sweeping shall be done in the following sequence
  - i) First Sequence
    - The six main blocks in the Sturgeon Falls core (River Street to Nipissing Street bordering west and east and Front Street to John Street bordering north and south) including all sidewalks and municipal parking lots.
    - Front Street (Highway 17) from west town line at 11 Front Street (Comfort Inn) to east town line at Coursol Road, including all sidewalks from Coursol to Highway 64 and parking lot at the Information Centre.
    - All roads going down to Minnehaha Bay, including all parking areas and sidewalks
  - ii) Second sequence, in the order as stated below
    - Verner (business district and then all residential paved roads)
    - Field
    - River Valley
    - Cache Bay
    - Remainder of Sturgeon Falls residential paved and surface treated roads, sidewalks, and municipal and municipal tenant parking lots.
- 2.2) Quantities are approximately 230.0 lane kilometers of road.





**MUNICIPALITY OF WEST NIPISSING  
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**SECTION 4.0  
SPECIAL PROVISION**

- 2.3) Work not completed within the contractor's stipulated time line will be subject to a penalty of up to \$150.00 per day.