



Snow Clearing & Ice Control

Brant Family and Children's Services Request for Proposal

RFP Reference 2-2017

Issued Date: June 15, 2017

Closing Date: July 31, 2017

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1.0 Introduction

1.1 *Proposal Invitation Summary*

Brant Family and Children's Services is seeking competitive proposals from qualified individuals/companies to provide efficient and consistent Snow and ice removal during the months November 1st thru March 31st at all agency premises.

1.2 *Organizational Profile*

Brant Family and Children's Services is a not-for-profit organization that provides protection, prevention and counselling services to children and families in Brantford, Brant, Six Nations and New Credit as mandated under Section 15 of the *Child and Family Services Act* (CFSA). Brant Family and Children's Services is funded by the Ministry of Children and Youth Services and is governed by a volunteer Board of Directors who represent the interests of the communities we serve. Brant Family and Children's Services is a registered charity under the Income Tax Act.

For more information visit www.brantfacs.ca

1.3 *Scope/Services Required*

The contractor shall provide all labor, equipment, and products necessary to provide efficient and consistent snow and ice removal service at Brant Family and Children's Services premises in Brantford.

Brant Family and Children's Services has multiple locations throughout the city.

Snow plowing to commence whenever there is a minimum of 1" (one Inch) accumulation. Parking lots at all locations to be completed before 8 a.m. when staff arrive for work, additional service may be required if snow continues throughout the day.

Snow should be piled in a space which will cause the least disruption in Parking spaces as possible. In addition to regular snow and ice removal, if necessary accumulated snow may need to be removed from our premises.

Snow shoveling to commence whenever there is a minimum of 1" (one Inch) accumulation. Sidewalks at all locations to be completed before 8 a.m. when staff arrive for work, additional service may be required if snow continues throughout the day. In addition, all sidewalks need to be checked each day for ice and if found, cleared and salted. If snow continues during the day, this service may be need to be repeated.

2.0 Requirements

2.1 Security

Brant Family and Children's Services requires all employees and Service Providers to respect the confidential nature of our work.

2.2 Change in the Work

Brant Family and Children's Services may, without invalidating the Contract, direct the successful Bidder to make changes to the work to reflect building requirements or other changes. When a change causes an increase or decrease in the work, the Contract price shall be increased or decreased by an amount to be agreed upon between Brant Family and Children's Services and the Bidder. All such changes shall be in writing and approved by Brant Family and Children's Services.

2.3 Performance Standards and Other Requirements

- 1) Materials & Equipment
 - a) All materials and equipment required for the performance of this Contract shall be supplied by the Contractor, including salt and/or ice melt
 - b) All machinery and equipment shall be commercial quality and shall be maintained at the highest standard of appearance and efficiency.
- 2) Salt and Chemicals
 - a) All salt and ice melt chemicals must be applied only to the surfaces for which they are authorized by the manufacturer of such product and must comply with the latest Canadian Standards Association specifications. A salt / ice melt bin will be placed at each location.
- 3) Responsibility for Damage to the Building.
 - a) It is the responsibility of the Contractor to ensure that all products are compatible with the surfaces on which they are employed. Any damage resulting from the use or misuse of such agents or materials shall be assessed against the Contractor.
 - b) The successful bidder shall be liable for all damages to Brant Family and Children's Services property including the cement barriers at the top of some parking spots. Any damages must be immediately reported to Brant Family and Children's Services. The vendor will be responsible for immediate repair or replacement as approved by Brant Family and Children's Services.
- 4) Communication
 - a) The Contractor's employees shall carry proper identification when on Brant Family and Children's services properties.

- 5) Access to Premises
 - b) If the contractor requires access to any of Brant Family and Children's Services facilities they should contact Debbie Coombe, Accounting Manager
- 6) Work Performance
 - a) Work shall be completed to the satisfaction of the Property Manager or designate.
 - b) At the request of the Property Manager or designate the Contractor shall be available to inspect the premises with the Property Manager or designate to discuss any issues or concerns.
 - c) If at any time during the term of the contract, in the opinion of the Property Manager or designate, service being provided is not considered to be satisfactory, the Agency will meet with the Contractor to discuss the issues. The Contractor will have 30 days to correct/improve the service they are providing at the discretion of the Property Manager or designate. If at which time the work remains unsatisfactory, the Agency may, at their discretion terminate the contract at no cost beyond the termination date.

2.4 Required Proposal Elements

The proposal shall include:

- 1) About your company: What specific attributes and experience does your company possess to handle our needs? Please include:
 - a) Number of years in business
 - b) Total number of employees
 - c) Relevant experience
 - d) List of equipment to be used to complete required Snow and Ice removal.
- 2) Address of company including primary contact.
- 3) References: Provide reference contacts for three clients that your company has provided services to since January 1, 2015. The references must be, at minimum, equal in size, complexity and service requirements to this tender.
- 4) A copy of your current Workplace Safety and Insurance Board Certificate.
- 5) A copy of General Liability Insurance Coverage with a limit of not less than \$5,000,000. Upon award, successful Bidder must maintain coverage stated above throughout the contract period.
- 6) Completed Appendix A – Price for the service.

- 7) Completed Appendix B - A statement that discloses any actual or potential conflict of interest.

In its quote, each Proponent must disclose any actual or potential conflict of interest that might compromise the performance of the Services. If such a conflict of interest does exist, Brant Family and Children's Services may, at its sole discretion, refuse to consider the quote and disqualify the Proponent from the bidding process. The Proponent must also disclose whether it is aware of any Brant Family and Children's Services employee or Board member having a financial interest in the respondent and the nature of that interest. The Agency reserves the right to solely determine whether any situation or circumstance constitutes a conflict of interest. (Appendix B)

The proposal must be legible and be accompanied by Appendix A, signed by a senior officer of the Proponent, which states that the Proposal, including all prices therein constitute a firm offer open for acceptance for 90 days from delivery.

2.5 Contract Duration and Price

- a) The term of the contract will be 30 months commencing on November 1 2017, and terminating on April 30, 2020. This contract may be extended at the discretion of Brant Family and Children's Services for an additional 12 month term (total of 42 months).
- b) Brant Family and Children's Services reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of services provided and further reserves the right to cancel any or the entire Contract if the Contractor fails to correct deficiencies upon 30 days written notice. Brant Family and Children's Services decision in this regard shall be final.
- c) Prices must be quoted in Canadian dollars. Harmonized Sales Tax (HST) and any other applicable taxes must be separately identified and included in the price information provided.
- d) Brant Family and Children's Services is obliged to comply with Provisions of the Broader Public Sector Expense and Broader Public Sector Procurement Directives. The Expenses Directive stipulates: "In no circumstances can hospitality, incidental or food expenses be considered allowable expenses for consultants and contractors." Proponents are to respect this requirement in preparing their proposal.
- e) Prices quoted by the proponent shall be all inclusive and shall include all labor and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

- f) Should a facility cease in operation or undergo a major change in use, snow removal services may at any time be terminated or adjusted to reflect the change in use.
- g) A proposal that includes conditional, optional, contingent or variable rates that are not expressly requested in the Pricing Table may be disqualified.
- h) Appendix A - Form of Offer must be used for the purpose of providing pricing information and must be returned with the proposal. The "Total Annual Fee" shall be a total price for the purposes of the contract and may not be exceeded without prior written consent of the Executive Director of Brant Family and Children's Services.

3.0 Proposal Procedure

3.1 *Brant Family and Children's Services Contact*

Any enquiries concerning this RFP should be directed to:

Debbie Coombe

Accounting Manager

Email: Debbie.coombe@brantfacs.ca

Telephone: 519-753-8681 ext. 225

Enquiries must be confirmed in writing, by email, no later than the deadline in 3.3.

3.2 *Submission*

The Proponent shall submit an electronic version of the proposal and all supporting documentation in Microsoft Word compatible format or PDF. Proposals are due on or before **2 pm local time on July 31, 2017.**

Proposals should be sent to the Agency representative:

Debbie Coombe

Accounting Manager

Brant Family and Children's Services

P.O. Box 774 70 Chatham Street

Brantford ON N3T 5R7

Via email at: Debbie.coombe@brantfacs.ca

Proponents should call Debbie Coombe at 519-753-8681 ext. 225 to confirm receipt of electronic proposal package prior to the submission deadline.

Proposals received after the closing time will not be accepted. Proponents who need to withdraw or amend their proposal should do so before the closing date.

The proponent shall not modify or withdraw its proposal without Brant Family and Children's Services consent for a period of ninety (90) days after the closing date.

Proposal Timeline

The RFP timeline is as follows:

Date of issue	June 15, 2017
Deadline for questions, clarifications	June 30, 2017, 12 pm
Deadline for issuing Addenda	July 10, 2017, 4 pm
Closing date of proposal	July 31, 2017 2 pm
Proponent selected and notified:	August 15 , 2017
Contract start date:	November 1, 2017

The RFP timeline is tentative and Brant Family and Children’s Services reserves the right to extend or amend this schedule at its sole discretion at any time.

3.3 Amendments

- a) Brant Family and Children’s Services reserves the right to amend this RFP document through written addendum, up to two (2) business days prior to closing time.
- b) Each Proponent is responsible for verifying, before delivering its Proposal to Brant Family and Children’s Services, that it has received all addenda which have been issued. All addenda form an integral part of the RFP.
- c) Any information given orally by Brant Family and Children’s Services representative, by telephone or otherwise, not confirmed in writing, will not be binding on Brant Family and Children’s Services.

Each Proponent should carefully review in detail the entire contents of this RFP. It is the Proponent’s responsibility to ensure that it has all the necessary information concerning the intent of this RFP and the requirements of Brant Family and Children’s Services. On review, if any errors, omissions or ambiguities are discovered in the contents of the RFP, these should be submitted to the Brant Family and Children’s Services representative for clarification.

3.4 Evaluation of Quotes

Quotes will be assessed on the following:

- 1. Proposed Proponent’s experience, understanding and expertise in relevant work;
- 2. Quality of the proposal;
- 3. Expected ability to deliver services that meet Brant Family and Children’s Services standards;
- 4. Contract price.

The award shall be made to the Proponent whose proposal is deemed to be in the best interests of Brant Family and Children’s Services.

Submitted quotes do not in any way constitute a binding agreement between the Agency and any Proponent. Brant Family and Children’s Services shall not be obligated in any manner to any Proponent, unless and until a written contract has been duly executed between Brant Family and Children’s Services and the successful Proponent.

Any Quotes submitted which does not comply with the provisions and requirements of this RFP, is incomplete, ambiguous, or which contains errors, alterations or irregularities of any kind ("Error") may be rejected and disqualified at the discretion of Brant Family and Children’s Services. Brant Family and Children’s Services reserves the right in its sole discretion to waive any Error and proceed to consider the Quote involved for award notwithstanding any such Error or Errors. Brant Family and Children’s Services reserves to right to reject any and all quotes.

Where no satisfactory proposal is received, the Agency reserves the right to cancel this RFP process, request re-bids, or negotiate a contract for the whole or any part of the provision of the required service as outlined in this RFP.

3.5 Evaluation Criteria

Brant Family and Children’s Services will evaluate submitted quotes on the basis of overall business value criteria and they will be scored using the criteria below.

Evaluation Criteria	Pass/Fail
Mandatory Criteria	
1. Proposal received on time in electronic (PDF) format	Pass/Fail
2. Conflict of Interest disclosures – Appendix B	Pass/Fail
Rated Criteria	
1. Pricing – Overall fee	

Bids not satisfying the mandatory criteria will be disqualified.

Post Evaluation Process

- a) Notice of selection will be in writing in the form of an award letter.
- b) The successful Proponent shall execute an Agreement within 5 calendar days of notice of selection. If a selected proponent fails to execute the Agreement within five calendar days of notice of selection Brant Family and Children’s Services may, in its sole and absolute discretion and without incurring any

liability, rescind the selection of that proponent and proceed with the selection of another provider. This provision is solely to the benefit of Brant Family and Children's Services and may be waived at its sole discretion.

- c) A Proponent who receives and accepts an award will consent to the publication by Brant Family and Children's Services of its name as the successful Proponent.
- d) All unsuccessful proponents will be notified by Brant Family and Children's Services in writing of the outcome of the procurement process, including the name of the successful proponent.
- e) A Proponent who did not receive an award letter may request a debriefing after receipt of a notification of award. All requests must be in writing to Brant Family and Children's Services representative and must be made within 30 days of notification of the award. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.
- f) An unsuccessful proponent may dispute the process as not being open and fair, by lodging a written complaint with the Director of Administration within 72 hours of being notified of the results. The complaint must contain specifics of the violation of open and fair practices.

4.0 Terms and Conditions

4.1 *Contract Award*

- a) Issuance of this RFP does not obligate Brant Family and Children's Services to accept one or any of the Proposals received and Brant Family and Children's Services reserves the right to reject any or all of the quotes submitted in response to this RFP, without reason or cause. This RFP is not a contract, nor an order, nor an offer to buy. Brant Family and Children's Services is under no obligation of any nature whatsoever including any obligations in contract or tort (including negligence) to the parties receiving or responding to this RFP. By submitting a Quote to provide any services to Brant Family and Children's Services the Proponent waives and releases any claims it has or may hereafter have against Brant Family and Children's Services or any affiliate of Brant Family and Children's Services or any of their affiliates, officers, employees or agents which arise from or which relates to this RFP or the selection of any Proponent. Neither the lowest-priced Proposal nor any Proposal need be accepted.
- b) The RFP and Proponent's Proposal will be contract documents and will be referenced in the final Agreement which will set out the overall conditions and relationship between the Proponent and Brant Family and Children's Services.

- c) Brant Family and Children's Services reserves the right to cancel this RFP, in whole or in part, at any time prior to or after making an award, for any reason or no reason, without liability to any Proponent.
- d) Brant Family and Children's Services will not reimburse, nor be responsible for reimbursing, any Proponent for any cost or expense of any kind whatsoever incurred in the preparation or submission of any Proposal in response to this RFP, or incurred in any evaluations or inspections requested by Brant Family and Children's Services in accordance with the terms of this RFP.
- e) Brant Family and Children's Services has the right to demand and inspect the Proponent's contract of insurance.

4.2 Confidentiality

Any and all information relating to Brant Family and Children's Services, which is made known to the Proponent, its agents or employees in the course of providing service to Brant Family and Children's Services, shall remain confidential to all parties. The RFP process in its entirety shall also remain confidential to all parties. The Proponent, its agents and employees shall abide by all applicable Provincial and Federal laws and regulations concerning the handling and disclosure of private and confidential information.

4.3 Indemnification

- a) The Proponent shall hold Brant Family and Children's Services, its Board of Directors and employees harmless and shall indemnify any and all awards and costs related to any claim or action brought against any of them for property damage, bodily injury, death or other causes, as a result of responding to this RFP or a service provided to Brant Family and Children's Services by the Proponent. The Proponent is responsible for ensuring that it has proper and adequate insurance to cover all services provided to Brant Family and Children's Services and all claims or action that may be brought against Brant Family and Children's Services, its Board of Directors and employees, as a result of a service provided to Brant Family and Children's Services by the Proponent.
- b) Brant Family and Children's Services shall have no liability in contract, tort (including negligence) or under any other theory for any inaccurate or incomplete information provided to the Proponent.

4.4 Ownership

All data, documentation, information, notes, completed questionnaires, reports, analyses, intellectual property or other material produced for or in conjunction with, created as a result of, or otherwise associated with Brant Family and Children's Services and the services to be provided under this RFP and the

contract made hereafter, shall remain the property o Brant Family and Children's Services .

4.5 *Assignment*

The Proponent shall not assign or transfer all or any part of its rights or obligations under this agreement without the prior written consent of Brant Family and Children's Services

4.6 *Governing Law*

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

Appendix A – Form of Offer

I/we the undersigned agree to supply and deliver the services as per the RFP #2-2017 for the price stated below to Brant Family and Children’s Services.

Pricing Table: Snow Plowing

Contract	Fee per month	Fee per service
Year 1: November 1, 2017 - March 31, 2018		
Year 2: November 1, 2018 – March 31, 2019		
Year 3: November 1, 2019 – March 31, 2020		
Additional Hourly Rate for Removal of snow piles when required		

Pricing Table: Snow Shoveling

Contract	Fee per month
Year 1: November 1, 2017 - March 31, 2018	
Year 2: November 1, 2018 – March 31, 2019	
Year 3: November 1, 2019 – March 31, 2020	

Pricing Table: Salt / Ice Melt

Contract	Fee per month	Fee per service
Year 1: November 1, 2017 - March 31, 2018		
Year 2: November 1, 2018 – March 31, 2019		
Year 3: November 1, 2019 – March 31, 2020		

The Proposal, including all prices therein constitute a firm offer open for acceptance for 90 days from delivery of the Proposal document.

Statement by Bidder:

I/we have read and understand all the terms and conditions of this RFP.

I/we understand that if our proposal is successful, all requirements of the successful Proponent as outlined in this RFP will be completed by the time and in the format required.

I/we agree to the publication of the successful proponent’s name and award.

We hereby certify that the information given in this Proposal is correct and that if it is accepted, we will supply the services as described for the price quoted herein.

Received from	
Proponent Name:	
Authorized Representative:	
Title:	
Date:	
Signature:	

Appendix B – Declaration of No Conflict of Interest

- a) Each Proponent shall declare to Brant Family and Children’s Services (“BFACS”) as part of their quotation any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations of this Request for Proposal. Conflict of interest is defined to include situations or circumstances that could (a) give a Proponent an unfair advantage during a procurement process; or (b) compromise the ability of a Proponent to perform its contractual obligations. The BFACS reserves the right to solely determine whether any situation or circumstance constitutes a conflict of interest.
 - b) No board member of BFACS and no officer or staff member of the BFACS is, will be, or shall become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in the performance of any contract resulting from this solicitation or in the supplies, work or business in connection with any such contract or in any portion thereof, or in any monies to be derived therefrom.
 - c) The BFACS reserves the right to: (a) disqualify prospective Proponents from a procurement process due to conflict of interest; and (b) prescribe the manner in which a Proponent should resolve a conflict of interest.
 - d) The successful Proponent is required to avoid any conflict of interest during the performance of their contractual obligations for the BFACS, and to disclose any actual or potential conflict of interest arising during the performance of a contract.
 - e) The BFACS is allowed to terminate a contract where (a) a Proponent fails to disclose any actual or potential conflict of interest or fails to resolve its conflict of interest as directed by the BFACS, or (b) a conflict of interest cannot be resolved.
- I declare that the undersigned Proponent does not have any conflict of interests as noted above.

OR

- Potential conflicts of interest are noted below:

Company Name

Authorized Representative Name

Signature

Title

Date

Appendix C – Scope of Work

The scope of work for the contract is highlighted below inclusive of cleaning tasks, frequencies and cleaning standards.

Tasks and Frequencies

Locations	Tasks
66, 70, 80 Chatham Street	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required○ Plow and salt parking lots as required
108 – 112 George Street	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required○ Plow and salt parking lots as required
109 – 111 George	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required○ Plow and salt parking lots as required
14 Henry Street	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required○ Plow and salt parking lots as required
56 Memorial Drive #11	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required
359 Darling Street	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required
50 Pontiac Street	<ul style="list-style-type: none">○ Inspect all sidewalks daily for snow and ice○ Salt and shovel all sidewalks as required