

Municipality of the District of Shelburne



Request for Proposal

MDS Request for Proposal-Rental of Covered Bins and Service

Release Date: **May 8, 2024**

Proposals will be received no later than **4:00 pm on Tuesday May 28, 2024**

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Project Overview:

We are seeking proposals for the rental of and service of two covered bins at our Regional Materials and Recovery Facility (RMRF) site located at 4571 Highway #3 West Green Harbour, NS.

Install one covered bin/dumpster in drop point #1 that will be used for the storage of treated lumber. Once the bin is full the proponent will pick up the full bin and dispose of the contents at an approved facility (Region of Queens), leaving an empty covered dumpster in its place.

Scope of Work:

The selected vendor will be responsible for the following:

- a) Supply two covered bins by June 28, 2024 estimated size 30 yards; one to be located in drop point #1 at the RMRF site the other to be available for use when the first unit is being transported to the disposal facility. The vendor is responsible to ensure that the bin size suits the available space in drop point #1.
- b) Service/trucking of filled bins to a disposal facility (Region of Queens) on an as needed basis (or other schedule to be provided) when the dumpster is filled with eligible material.
- c) Coordination with relevant stakeholders, including RMRF staff, municipal staff and the material receiving facility, to ensure smooth installation and service.

Submission Requirements:

Interested vendors are requested to submit proposals containing the following information:

Description of the proposed covered bin, including size and description of the cover and its operation.

Proposed installation timeline-Bins on site by June 28, 2024 or indicate soonest possible date.

Cost breakdown, including bin rental, installation, and any service fees; breakdown of trucking fees by load would be preferred.

Provide two references-name and contact information.

Proof of relevant insurance and compliance with safety standards.

Submission Instructions:

Respondents are requested to submit one (1) digital copy via the above email addresses, clearly marked "MDS Request for Proposal-Rental of Covered Bins and Service" to the contact noted below prior to 4:00 pm, Tuesday May 28, 2024 (Atlantic Standard Time)

Interested vendors should submit their proposals electronically to Marcia d'Eon, Director of Operations & Protective Services. Any questions regarding this RFP should be directed to Marcia d'Eon marcia.deon@municipalityofshelburne.ca or 902-875-6825.

Important Dates:

RFP Issuance Date: May 8, 2024

Submission Deadline: May 28, 2024

Project Commencement: Immediately upon award

OPENING, EVALUATION AND SELECTION PROCESS

Opening

Since price is not the only criteria on which proposals will be evaluated, there will not be a public opening of proposals.

Evaluation Criteria:

Evaluation Criteria:	%
Suitability and quality of the proposed bin	30
Cost	45
Proposed timeline for installation and completion.	5
Convenience of service schedule and availability	20

Rejection of Proposal Submissions

A proposal submitted in response to this Request for Proposals may be rejected and the proposal not considered if the proposal:

- a) Does not contain any addendum(s) that have been issued by the Municipality.
- b) Is the second proposal submitted by the same proponent, in which case all proposals submitted by the submitter shall be rejected;
- c) Omits any information required by, or fails to comply with, any provisions of the Request for Proposals document.

Note: The Municipality reserves the right to reject any or all proposals and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the organization.

TERMS AND CONDITIONS

Agreement

By submitting a proposal in response to this RFP, the Proponent agrees to abide by the terms

and conditions outlined in this RFP. All proposals shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

Privilege

The Municipality reserves the right to:

- a) Modify the terms of this RFP at any time at its sole discretion.
- b) Suspend or cancel the RFP at any time for any reason without penalty.
- c) Reject any or all proposals, not necessarily accept the lowest proposal, or to accept any which it may consider being in the best interest of the Municipality.
- d) The Municipality also reserves the right to waive formality, informality or technicality in any proposal.
- e) In the event that a number of submissions are substantially the same amount or score, the Municipality may, at its discretion, call upon those Bidders to submit further bids or to make a presentation to the Municipality.
- f) Award a contract on the basis of the initial offers received, without discussions or requests for best or final offers.
- g) Disqualify bidder(s) if there is an existing or recent business or personal relationship which can be perceived as causing a conflict of interest. Proposals shall contain a declaration of conflict of interest.
- h) Reject any bidder if after an investigation of the evidence submitted by the bidder fails to satisfy the Municipality that the Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- i) No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Municipality or otherwise, which are inconsistent with the provisions contained herein.

Confidentiality

This RFP document (including all attachments and appendices) may not be used for any purpose other than the submission of an offer. Proponents shall not use information obtained through the RFP process without written permission of the Municipality.

The successful proponents will be permitted access to files and reports that relate to this RFP. Information pertaining to the Municipality obtained by the successful proponents as a result of this project is confidential and must not be disclosed without written permission of Municipality.

By submitting an Offer, the Proponent agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the proposal that the proponent considers to be personal information or confidential information of a proprietary nature should be marked confidential and will be subject to appropriate consideration of the Municipal Government Act as noted above.

The work described in this RFP is being conducted with public funds, and the fees and expenses proposed in the Bidder's submission will be made public.

Law

The law applicable to this RFP and any subsequent agreements shall be the law in force in the Province of Nova Scotia.

In responding to this RFP, Proponents warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders. Respondents must agree to indemnify the Municipality and its employees if they fail to comply, and the Municipality reserves the right to cancel any agreement arising from this RFP if the proponent fails to comply with the above.

The selected firm shall indemnify the Municipality, its officers and employees against any damage caused to the Municipality as a result of any negligence or unlawful acts of the successful proponent or its employees. Similarly, the successful proponents shall agree to indemnify the Municipality, its officers and employees against any claims or costs initiated by third parties as a result of any negligence or wrongful acts of the successful proponent or its employees.

Payment of Fees

Payment will be based on an invoice submitted by the successful proponent and payable following the completion of the scope of work and the receipt of all deliverables. Monthly service invoices are preferred.

The Municipality shall have the right to withhold, from any sum otherwise payable to the Proponent, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

Invoices are to be forwarded to:

Marcia d'Eon, Director of Operations & Protective Services
Municipality of the District of Shelburne
414 Woodlawn Drive
P.O. Box 280
Shelburne, NS
B0T 1W0
Email: marcia.deon@municipalityofshelburne.ca

Subcontractors

Proponents are responsible for obtaining the Municipality's permission prior to hiring a subcontractor. The Municipality may, for reasonable cause object to the use of a proposed subcontractor and require the Proponent to employ another subcontractor.

All subcontractors employed by the proponent will be subject to the same terms and conditions

of the Contract, and will be under the supervision and control of the Proponent. Nothing contained in the Contract shall create a contractual relationship between the Municipality and subcontractor.

Contract

The successful Proponent shall enter into a contract within 30 days of award. Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Unless otherwise noted in previous sections, the contract will be terminated for any of the following reasons:

- a) Unsatisfactory performance of work,
- b) Conduct detrimental to the Municipality,
- c) Lack of response to work requests,
- d) Evidence of Collusion,
- e) An existing or recent business or personal relationship which could be perceived as causing a conflict of interest.
- f) Becoming insolvent or has filed against a Petition in Bankruptcy or makes an Assignment for the benefit of Creditors or it a Receiver is appointed for its assets.

If agreed by both parties the contract may be re-negotiated to include an extension of related services for a longer period of time.

Notice to Perspective Proponents

- a) The information contained in this RFP is supplied solely as a guideline for proponents. While every reasonable attempt has been made to ensure its accuracy, the Municipality does not guarantee or warrant its accuracy, nor is it necessarily comprehensive.
- b) By submitting a response to the RFP, the Proponent represents and warrants that such bid is genuine and not false and collusive or made in the interest or in behalf of any person therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- c) If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be liable to the Municipality for all loss or damage which the Municipality may suffer thereby; and the Municipality may advertise for a new contract and for said labour, supplies, materials, equipment or service. Unauthorized conditions, limitations or provisions attached to an RFP may cause its rejection.
- d) The Proponent, by submitting a bid, shall represent and warrant that he / she has sufficiently informed themselves in all matters affecting the performance of the work or the furnishing of the labour, supplies, materials, equipment, or service called for in the

quotation documents; that he/she has checked their bid for errors and omissions; that the amounts stated in his/her bid are correct.

- e) If a written agreement cannot be negotiated within 30 days of notification to the proponent(s) initially selected, the Municipality may, at its discretion, terminate negotiations with the proponent(s) and either negotiate a contract with the next highest qualified proponent or cancel the RFP process and not enter into a contract with anyone regarding the RFP.

Procurement of Additional Services

The Municipality may procure services from additional Proponents under the following circumstances:

- a) If the project scope is outside the scope of services, as deemed by the Municipality;
- b) If the project is being performed on behalf of a Village or another municipal unit, that Village or municipal unit may invite one service provider of its choosing to bid on that project;

Proponent Responsibilities

- a) The offer must be signed by the person(s) authorized to sign on behalf of the company and binds the company to the statements made in the proposal.
- b) The Proponent shall confirm in their submission that the Proponent agrees to abide by the terms and conditions outlined in the RFP. Submissions which do not have this confirmation will not be considered.
- c) Proposed subcontractors and or consultants must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility for the offer. If a Proponent wishes to submit alternative options, each option is to be submitted as a separate proposal.
- d) The Proponent is entitled to amend its proposal at any time before the closing time. After the closing time, the consultant will not change the wording or content of its proposal and no words will be added to or deleted from the proposal, including changing the intent or content of the presentation of the proposal, unless requested by the Municipality.
- e) The Proponent shall not transfer responsibility to meet the obligations of the contract to a third party without the written consent of the Municipality.
- f) Proponents are solely responsible for their own expenses in preparing the proposal, presentation of the proposal, and any travel costs incurred in presentation and/or interviews and negotiating a contract.
- g) It is the Proponents responsibility to ensure that their submission is complete and is delivered to the Municipality by the date and time indicated. Proposals submitted after the above noted time shall be returned unopened.
- h) Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Data

All data materials, and information collected and work products created either directly for, or in support of the work outlined in the RFP is the property of the Municipality.

The successful Proponent is expected to submit digital copies of all work completed to the Chief Administrative Officer or their designate.

The consultant shall not be permitted to publish or in any way use said information without the expression or final approval of the Municipality of the District of Shelburne.

Quotations & Payment

Prices must be in Canadian funds, and shall include all handling, freight, duty, and any other charges, which are applicable at time quotation is awarded. It is the responsibility of the Proponent to find out from the appropriate authorities what rates and charges are applicable to this quotation.

HST

The quoted prices must clearly show the Harmonized Sales Tax as a separate item from the total price submission.

Insurance and WCB

The Proponent acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Municipality of Shelburne, its agents and employees from all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Proponent, its agents or employees of the materials and/or performing of the services covered by this RFP. The Vendor remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

It is also expected that bidders shall be in good standing with the Workers' Compensation Board of Nova Scotia at all times when providing the service outlined herein or, if exempt, provide written proof thereof.

Inquiries/Contact/Addenda

All inquiries about the RFP must be directed to MDS at least five (5) business days prior to the submission date, (through e-mail, which receipt shall be confirmed) to:

Marcia d'Eon, Director of Operations & Protective Services:
marcia.deon@municipalityofshelburne.ca

Copies of all questions and answers and any addenda will be uploaded to the Provincial Procurement Website no later than three (3) business days prior to the Final Submission date.

Only formal written responses to properly submitted questions will be binding on the Municipality.

All responses by the Municipality (addenda) will form part of the Request for Proposal process.

Vendors may be advised by addenda, via the website at <https://novascotia.ca/tenders/tenders/ns-tenders.aspx>, of required additions, deletions or alterations in the requirements of the Request for Proposal documents. It is the responsibility of the vendor to check the website to ensure all information has been obtained. All such changes shall become an integral part of the Request for Proposal documents and shall be allowed for in arriving at the total submission price.

Notification

Submissions will be assessed, and proponents may be contacted to answer questions or to present their proposal. The unsuccessful respondents will be informed in writing.

Contract Award

The award of this RFP is conditional upon the successful respondent entering into an agreement to perform the services and other obligations as required by this RFP.