



Request for Proposal Seaweed Recovery and Removal – Green’s Shore 2022

Proposals clearly marked “**Seaweed Recovery and Removal – Green’s Shore 2022**” will be received up until **12:59:59 pm AST, Friday, April 8, 2022**, at Summerside City Hall Department of Financial Services (1st Floor), 275 Fitzroy Street, Summerside, PEI, C1N 1H9

Instructions

1. Price quotation form must be completed, signed, and dated.
2. Prices shall not include HST. This tax is to be added when invoiced.
3. The City of Summerside reserves the right to accept or reject any or all bids.
4. Late submissions WILL NOT BE ACCEPTED.
5. Quotations to be signed ONLY by authorized personnel.
6. All product literature on products and services quoted to be enclosed with submission.

For further information or clarification, please contact Trent Williams at 902-432-4963 or email trent.williams@city.summerside.pe.ca.



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Problem Statement: The City of Summerside’s Green’s Shore accumulates volumes of seaweed on the magnitude of ~4,000 yd³ during April to November. This volume can fluctuate considerably annually. This seaweed causes interference with the use of the beaches for Summerside residents and visitors.

The City of Summerside is requesting proposals for the following scope of work to be performed:

1. Seaweed Recovery and Removal – Green’s Shore 2022

The proposal to be based on the following specifications:

- Provide Equipment (Backhoe) and Trucking for the process of gathering, loading and hauling of seaweed from Green’s Shore to a designated dumping site. As well, provide Daily, a 2-hour minimum for a truck and backhoe from Monday to Sunday.
- Must be willing to have equipment and trucking available to haul weekday, weekends (Saturday and Sundays) and holidays during daytime, evening and nighttime hours corresponding to tides, the accumulation events and during “high smell” events.
- Must be willing to assist with The City of Summerside in the future development of alternative means to improve the Seaweed Recovery and Removal Process. This will include the use of alternative machinery and equipment. Please provide the City of Summerside of a list of your firm’s available equipment which could function as an alternative collection method, as well as one total paragraph of explanation of how the equipment could be used for this application (with images as necessary). The goal of the alternative method will be to limit sand removal and environmental damage, while collecting seaweed with limited additional items (such as sand/trash/etc.).
- Please provide information of related experience with seaweed removal/handling or the use of different types of machinery to selectively remove materials during other projects. If none, simply state as such, and it will not disqualify the firm.
- Must be willing to invest and provide a specialized bucket/attachment for the machinery, which will reduce the amount of sand leaving the beach area during the Seaweed Recovery and Removal Process.
- Must be willing to check and remove any debris or foreign objects each time before conducting Seaweed Removal or Grooming. Items, which must be removed includes litter, wood, rope or anything which would reduce the quality and safety of the seaweed.

- Must be willing to prioritize the movement of material in the intertidal zone either off the beach or to a dry area of the beach. This would be done to help limit the rot of the material.
- The City of Summerside is interested in alternative collection methods. If alternative methods are proposed which do not fit perfectly to this submission, please contact the City of Summerside directly.
- Must be willing to begin the Seaweed Recovery and Removal process in early April (If conditions are suitable) through to the end of November.
- Must be willing to provide Recovery and Removal Service (Contract to begin Wednesday, April 13, 2022 and an option may be available to extend the contract an additional year based on performance)
- Additional consideration will be given during the scoring process to those submissions which include the complete disposal or usage of the seaweed following the collection process.
- Additional considerations will be given during the scoring process to those submissions which also include new, innovative methods to seaweed removal and collection. Concepts that focus on environmental sustainability, tourism product developments etc. are encouraged.

Pricing specifications:

- *The quote for and trucking must be for an hourly rate, based on a 10 Cubic Yard load*
- *Any alterations to equipment for the Seaweed Removal and Recovery Process are the sole responsibility of the Contractor or unless otherwise agreed*
- *The quote must include hourly rate for a Backhoe (or equivalent).*
- *Pricing should include the full seasonal management of seaweed collection and removal/disposal on a 7 day per week (April 13th - November 15th) period.*



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City Representative: The City’s Representative shall be the sole judge of the adequacy and completeness of the Contractor’s work as spelled out by these contract documents.

General Information

Acceptance of a Proposal

The proposal submission is to remain firm for acceptance for a period of ninety (90) days from date of closing.

Health and Safety Requirements

The classification of Contractors and Sub-Contractors in the City of Summerside Health and Safety Policies and Procedures Manual is external to the City of Summerside and includes all those individuals or organizations working on a contract for the City of Summerside. The health and safety responsibilities attached to this classification include the following:

- Demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers
- and meet all applicable legislation as well as City of Summerside Health and Safety Policies and Procedures.
- Are held accountable for their health and safety performance.
- Ensure the workers in their employ are aware of the hazardous substances that may be in use
- Unless otherwise stated, successful bidder, for the purposes of the PEI Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The following shall apply notwithstanding that the successful bidder has been referred to as the ‘Constructor’ in this and any other related document.
- The Constructor acknowledges that he has read and understood the Occupational Health and Safety Act together with the City of Summerside’s Health and Safety Policies and Procedures.
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act and all regulations and rules circulated thereunder together with the Constructor’s Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the City of Summerside harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and applicable legislation.

- The Constructor agrees to assume full responsibility for the enforcement of the Occupational Health and Safety Act and applicable regulations, their Health and Safety Policies and Procedures and to ensure compliance.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

Insurance

The Contractor must furnish the following insurance policies to the satisfaction of the City of Summerside prior to commencement of work.

- a) The Contractor shall, without limiting its obligation or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City.
- b) Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage. The City of Summerside is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - i. Products and Completed Operations Liability;
 - ii. Owner's and Contractor's Protective Liability;
 - iii. Blanket Written Contractual Liability;
 - iv. Contingent Employer's Liability;
 - v. Personal Injury Liability;
 - vi. Non-owned Automobile Liability;
 - vii. Cross Liability;
 - viii. Employees as Additional Insureds;
 - ix. Broad Form Property Damage; and
 - x. Operation of Attached Machinery.
- c) Automobile Liability on all vehicles owned, leased, operated, or licensed in the name of the Contractor in an amount not less than \$5,000,000.
- d) All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City and preclude subrogation by the insurer against the City of Summerside.
- e) Proof of Insurance; certified copies of the required insurance, as mentioned, must be presented to the City at the time of signing of the contract and shall be subject to the City's approval for adequacy of protection. Approval by the City of any policy filed by the Contractor shall in no way relieve the Contractor of its obligations to provide the insurance referred to in the contract, nor shall it imply that the policies are in accord with the terms of this agreement.
 - i. All required insurance shall be endorsed to provide the City 60 days' advance written notice of cancellation or material change.

- ii. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the work until the date of the "Certificate of Total Performance of Work".
- iii. The Contractor hereby waives all rights of recourse against the City with regards to the Contractor's property.
- iv. The Contractor shall require and ensure that each subcontractor maintain liability insurances comparable to that required above.



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BIDDER’S DECLARATION

To: The Corporation of the City of Summerside

I/We

(name)

(title/position)

(name of firm)

1. DECLARE that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers I attached below, has any interest in this bid or in the Contract proposed to be undertaken.

2. FURTHER DECLARE that this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same requirement (unless performed under a "joint" agreement and so declared in the bid), and in all respects is fair and without collusion or fraud.

3. FURTHER DECLARE that no City of Summerside employee, or Member of Council is, or will become interested directly or indirectly as a contracting party unless disclosed

4. FURTHER DECLARE that all statements, schedules, and other information provided in this bid are true, complete, and accurate in all respects to the best knowledge and belief of the Proponent.

5. FURTHER DECLARE that I have carefully examined the bid, response requirements, general conditions, requirements and hereby acknowledge the same to be part and parcel of any contract to be let for this project therein described or defined and do all the work and to provide the services of the project mentioned for the price(s) stated.

6. FURTHER DECLARE that the agent listed below is hereby authorized by the Proponent to submit this bid and is empowered and authorized to negotiate all matters with the City representatives on behalf of the Proponent.

7. AGREE that this bid is to continue open for acceptance until the formal Contract is executed or a Purchase Order is issued to the successful Proponent or for ninety (90) days following the bid closing date, whichever occurs first, and that the city may, at any time within that period, without notice, accept this bid whether any other bid has been previously accepted or not.



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Company Name:

Signature of Authorized Company Personnel: _____
Name (please print): _____
Position: _____

Company Address:

Company Contact:

Delivery Date:

Company Phone:

Company Fax:

Contact Email:

1. **Quoted Price- “Truck Rental”**
(taxes excluded)
\$/Hour _____

2. **Quoted Price- “Backhoe/Tractor Rental” (taxes**
excluded)
\$ /Hour _____

1. **Total Taxes Payable:**
\$ _____

2. **Total Taxes payable:**
\$ _____



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NOT A TENDER CALL

This Request for Pricing (RFP) is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the City. By this RFP, the City reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select short-listed Proponents or attempt to negotiate an agreement with the Successful Proponent, if any, as the City considers desirable. Without limiting the generality of the foregoing, the City reserves the right to:

- a) reject, consider or short-list any submission whether or not it contains all information required by this RFP;
- b) require clarification where a submission is unclear;
- c) reject any or all submissions without any obligation, or any compensation or reimbursement, to any respondent, intended proponent, or any other person associated with this RFP process;
- d) all or any proposals not necessarily accepted, as the acceptance remains within the exclusive discretion of the City;
- e) disqualify or reject any submission without discussion with the submitting party;
- f) reject any or all submissions that the City considers are not in its best interests;

NO OBLIGATION TO PROCEED

Though the City fully intends at this time to proceed with the awarding the **Seaweed Recovery and Removal- Green’s Shore 2022** as contemplated herein, the City is under no obligation to do so. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City for the provision of materials and services related to the Seaweed Recovery and Removal - Green’s Shore 2022.

CITY’S DECISION-MAKING POWER

The City has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion, and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, applies to the City.