



Request for Proposal

Gazebo/ Lifeguard Shack - RFP No. 2017-03-01

March 7, 2017

937907 Marsh Bay Road
Coleman Township, ON P0J 1C0
Office: (705) 679-8833
Fax: (705) 679-8300
Email: toc@ontario.net

1. Introduction

The Township of Coleman is inviting proposals from qualified bidders to construct a gazebo/ lifeguard shack at Bass Lake Park.

The Township of Coleman acquired Bass Lake Park in 2008. The 40+ acre site is located on the shore of Bass Lake, with access via Bass Lake Road. The public park offers a sand beach, playground, trailer and tent camping, cabin rentals, washroom facilities, and a concession stand. During the months of July and August, the Township operates a children's swim and recreation program. The Park is frequently used by Coleman and area residents.

The location of this project is adjacent to the former gazebo and will be demolished spring 2017. There is an existing concrete pad, constructed in 2015 and dimensions are 24' (w) x 36' (l). Successful bidders will be responsible for taking their own measurements.

2. Definitions

Township: means the Corporation of the Township of Coleman

Contract: means the agreement to be entered into between the Successful Bidder and the Township with respect to the delivery of recycling services. It shall be based upon this RFP, with any agreed upon amendments, and shall include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily deliver recycling services.

Proponent(s)/ Bidder(s): means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

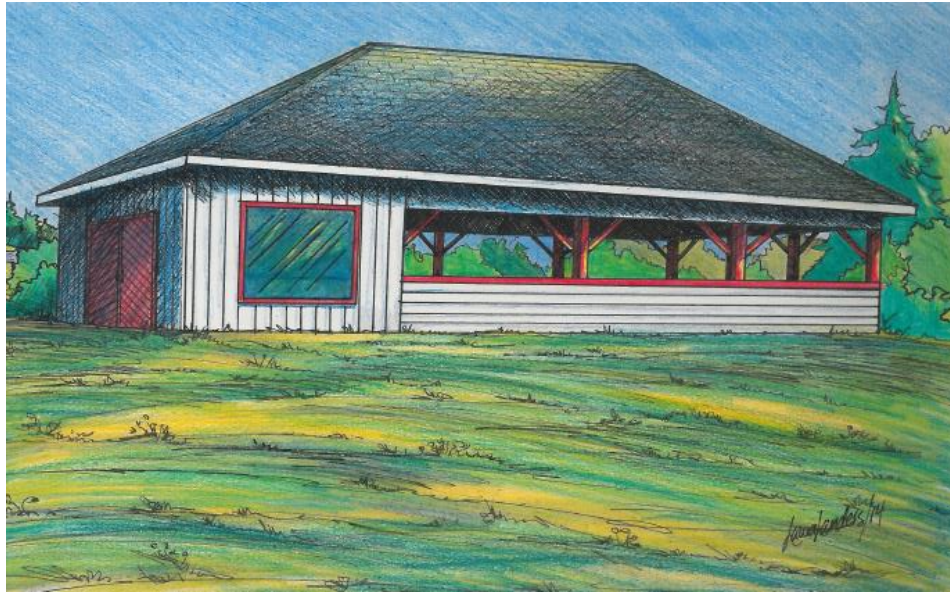
Request for Proposal: means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the Township, including any addenda or amendments made to it after initial issue.

Successful Proponent/ Bidder: means the Proponent/Contactor/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services as outlined herein.

3. Scope of Work

The Successful Bidder will:

- i. supply all services, equipment, labour, supervision, tools, and materials that are necessary for the construction of a Gazebo/ Lifeguard Shack;
- ii. Construct the Gazebo/ Lifeguard Shack on the existing slab on grade, according to the engineered drawings provided by the Township (available at the Municipal Office – 937907 Marsh Bay Road).

Artist Rendition by Laura Landers:**4. Submission Instructions****a. General**

Each Proponent, by submitting a RFP, represents that the Proponent has read, understands and accepts the terms, conditions and specifications contained within this RFP in full. Deviations from the RFP must be clearly identified in the written submission.

This RFP document, the Bidder's response to this solicitation and subsequent written contract to the Successful Bidder shall form the basis of the binding contract to be executed between the parties. Bidders shall enclose in their submission, a form of written contract, that they expect to be bound by in performing the work and services called for in this RFP, and which will be reviewed and finalized by both parties.

Submissions should include, but are not limited to the following:

1. Company or Personal Background
2. Experience
3. Service approach
4. Price construction
5. A schedule for the proposed Work

Bidders are required to submit two (2) copies, one (1) being the original signed RFP, in a sealed envelope clearly identified with Request For Proposal No. 2017-03-01.

Submissions may be in hard copy and submitted to the following address:

Township of Coleman
937907 Marsh Bay Road
Coleman Township, Ontario P0J 1C0
Attention: Logan Belanger, CAO Request for Proposal No. 2017-03-01

4.2 Closing Date and Time

The closing date for the submission of Proposals will be at **3:00 p.m. local time on Friday, March 24, 2017.**

- i. Proposals shall be in ink, late Proposals will not be accepted;
- ii. Proposals by fax will not be accepted;
- iii. Partial Proposals are not accepted;
- iv. The Township reserves the right to accept or reject any or all Proposals;
- v. The Township reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of the Contract.
- vi. The lowest priced proposal will not necessarily be accepted;
- vii. The Township reserves the right to enter into negotiations with a contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- viii. The Proposals shall be valid for sixty (60) days from submission date.
- ix. The Township reserves the right to request interested parties to:
 - a. Address specific requirements not adequately covered in their initial RFP submission
 - b. Clarify information in the response
- x. The Successful Proponent must provide Insurance Certificates with the Township of Coleman named as an additional insured.
- xi. The Successful Proponent will be required to submit to the Township of Coleman a WSIB clearance certificate.

4.3 Questions

Any questions with respect to the RFP are to be directed to:

Logan Belanger, CAO
Township of Coleman
937907 Marsh Bay Road
Coleman Township, ON P0J 1C0
Phone: (705) 679-8833
Fax: (705) 679-3300
toc@ontera.net

4.4 Addendum

Any changes to this RFP, prior to the proposal closing will be issued as an addendum. The Township will assume no responsibility for oral instruction or suggestions. No addendum(s) will be issued within 48 hours prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or submitted as instructed with the proposal. All addendum(s) will be posted on the Township's website. It is the Bidders sole responsibility to check the website for addendum(s) prior to submitting their proposal. Any Proposal received without addendum(s) acknowledged and/or submitted as instructed will be rejected.

4.5 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Proposal submission are entirely the responsibility of the Bidder and will not be charged to the Township.

4.6 Indemnity

The Successful Proponent shall indemnify and hold the Township harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Bidder, it's agents, officers, employees or other persons for whom the Bidder is legally responsible.

4.7 Examination of Request for Proposal Documents

Each Bidder must satisfy himself/herself by a personal study of the RFP documents. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices are to be in Canadian funds with all applicable taxes shown separately. Prices must show separately any disbursements and the Bidder must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission.

5. Evaluation of Contract

Proposals will be evaluated on the basis of:

- i. Degree to which the vision and goals described in this RFP are met
- ii. Quality of the proposed project approach and methodology
- iii. Qualifications and experience of consultant/firm
- iv. Project budget and timeline, including cost effectiveness of activities outlined in the proposal and feasibility of the timeline; and
- v. Other criteria as deemed appropriate.

6. General Terms and Conditions

6.1 Exclusion of Bidders in Litigation

No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous Contract, without prior approval by Council.

6.2 Non Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township reserves the right to disqualify the Proposal or terminate any ensuing Contract.

6.3 Health and Safety Requirements

All work performed under the Contract must be carried out in accordance with the terms and conditions of the OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O., 1990, C.01 as amended.

6.4 Compliance With AODA Accessibility Standards

The Bidder shall comply with applicable Regulations of the Accessibility for Ontarians with Disabilities Act, 2005 (the AODA), with regard to the provision of the provision of its goods or services contemplated herein, specifically:

- o Ontario Regulation 429/07: Accessibility Standards for Customer Service,
- o Ontario Regulation 191/11: Integrated Accessibility Standards

The Bidder shall ensure that any employees, agents, volunteers, or others for whom it is at law responsible and who are involved in providing services to the Township receive training as required by these regulations.

The Bidder acknowledges that pursuant to the AODA, the Township must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

The Bidder further acknowledges that any documents it produces for the Township which may be posted to the Township website or otherwise be published shall be error-free when checked using the Microsoft Word 2010 or later Accessibility Checker.

6.5 Laws, Notices, Permits, Fees

The Successful Bidder shall obtain the necessary permits, licenses and pay the required fees as they pertain to this assignment, which are in force at the date of the Proposal closing.

The Successful Bidder shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

The Successful Bidder shall comply with all municipal by-laws and provincial and federal legislation relating to the RFP and submission.

6.6 Errors and/or Omissions

The Township shall not be held liable for any errors and/or omissions in any part of this RFP. While the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Bidders from their own opinions and conclusions with respect to the matters addressed in the RFP.

6.7 Proposal Award Procedures

Unless stated otherwise, the following procedures will apply;

- The Township will notify the successful Bidder of the award within sixty (60) calendar days of the proposal closing.
- Notice of acceptance of proposal will be by telephone and by written notice.
- Immediately after acceptance of the Proposal by the Township, the Successful Bidder shall provide the Township with the certificate of insurance, if required, and any other required documents within seven (7) calendar days of the date of notification of acceptance and award.
- The Township reserves the right to not award to any Bidder upon completion of this RFP process.

6.8 Patent, Copyright, Or Other Proprietary Rights

Bidders are reminded to clearly identify in their proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage. All proposal documents are the property of the Township. The proposals will be considered confidential during the evaluation process but are subject to access requests under the Municipal Freedom of Information and Protection of Privacy Act. Extracts of proposals and the costs of their solutions may be used as part of a public document, Bidders must indicate in the proposal which parts of their proposal, if any, should not be routinely made public by the Township. Notwithstanding the foregoing, Bidders acknowledge that the Township must comply with all provincial and federal privacy

legislation, including the Municipal Freedom of Information and Protection of Privacy Act when responding to requests for access to records.

Complete proposal details are not to be identified as “confidential”.

6.9 Payment

The normal terms of payment for the Township will be net thirty (30) calendar days. Invoices for such services shall be forwarded to the Township municipal office for processing.

6.10 Assignment of Contract

The Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Township’s officials, which consent shall not be unreasonably withheld.

6.11 Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

6.12 Cancellation

The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items such as non-performance, etc.

If the successful Bidder should neglect to execute the work properly, or fail to perform any provision of this Award, the Township, after three (3) business days written notice to the Successful Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Bidder. Continued failure of the successful Bidder to execute the work properly shall result in a termination of Contract. The Township shall provide written notice of termination.

The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar days written notice to the Successful Bidder.

Either party may terminate the Contract by giving the other party ninety (90) calendar days written notice, giving reasons acceptable to the other. A period of less than ninety (90) calendar days to terminate the Contract may be negotiable if mutually agreeable among parties involved in the Contract.

Failure to maintain the required documentation during the term of the Contract may result in suspension of the work activities and/or cancellation of the Contract.

7. Acknowledgement Form

a. Company Address and Contact Information

Please complete the following information and submit this section in the proposal submission package.

Name of Proponent: _____

Mailing Address: _____

Website (if applicable): _____

Telephone No.: _____ **Email Address:** _____

Contact Name _____ **Position Title:** _____

7.2 Fee Schedule

Price	
Supply all services, equipment, labour, supervision, tools, and materials that are necessary for the construction of a Gazebo/Lifeguard Shack	
HST	
Total Bid Price	

7.3 Acknowledgement of documents received by Proponents and agreement to terms and conditions:

I _____ the undersigned, hereby declare and acknowledge:

That I have examined the documentation and information contained in this RFP, appendices (if applicable) and accompanying documents (if applicable);

That I declare that no person, firm, corporation, or other organization other than disclosed herein has any interest in this proposal, or any contact which may result;

That this proposal is made by the undersigned without collusion or fraud with any other entity;

That all statements in this proposal are true and accurate in all respects;

That full disclosure has been made of any conflict of interest or potential conflict of interest;

That Addenda No. ____ to ____ inclusive (if applicable) have been reviewed by me and form part and parcel of the RFP;

That my/our proposal is irrevocable after the close of proposal submissions for a period of not less than sixty (60) calendar days from that date.

Executed by me/us this _____ day of _____, 2017.

Authorized signing officer(s)/ person(s):

Print Name	Signature
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Print Name	Signature
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