



Public Works/Park and Recreation

Request for Proposals - Contract No. CTY-AH-2024-5

Oxtongue Lake Community Centre Greenspace – Accessible Pathway and Swing Set

The Township of Algonquin Highlands is seeking Proposals from qualified Companies for the supply and installation of an accessible pathway and swing set at the Oxtongue Lake Community Centre Greenspace. The available budget for this project is \$28, 850.00.

Proposals Received at the Township of Algonquin Highlands Administration Office

Brian Mulholland – Project Manager

Request for Proposal documents must be downloaded from the Township of Algonquin Highlands website. www.algonquinhighlands.ca.

Questions Deadline: 4:30 p.m. Local Time, August 28, 2024

Submission Deadline: Proposals must be signed and are expected to be clearly marked with the Request for Proposal name and number on the outside of the Proposal package. Proposals must be received at the Township of Algonquin Highlands Administration Office by **1:00 p.m. Local Time on, September 9, 2024**

The Owner reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest Proposal and to cancel this Request for Proposals at any time.

All purchases made by the Owner are done in accordance with its Purchasing Policy By-Law 04-36, which covers the acquisition of all goods and services.

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Oxtongue Lake Community Centre Greenspace – Accessible Pathway and Swing Set

Part 1: Purpose of Procurement

The Township of Algonquin Highlands is seeking Proposals from qualified Companies for the supply and installation of an accessible pathway and swing set at the Oxtongue Lake Community Centre Greenspace.

1.1 Background

In 2022, the Township of Algonquin Highlands proceeded to merge two (2) of its municipally owned parcels of land into a singular block to facilitate the expansion of the Oxtongue Community Centre and respective outdoor amenities and features.

This Community Centre is considered a valued community gathering place that is situated within a small rural hamlet. The investment in this municipal infrastructure will serve to promote social networking and community cohesion and enhance an already important focal point for a small rural community.

Further, in consultation and collaboration with the Haliburton County Accessibility Advisory Committee the Township was able to plan and design for improvements to the greenspace area that will accommodate individuals needing assistance with navigating safely through the outdoor area.

Objective

This Township driven initiative proposes to create a NEW Playground amenity that will include the following features:

- **Two Bay Swing Set comprised of four (4) individual seats that include a Toddler and Accessible type arrangement, and**
- **NEW Pathways that will provide connectivity with the NEW Playground area and the existing physical features offered within the outdoor greenspace area.**

It is expected that the intended design and added features to the Oxtongue Community Centre will enhance the overall participation/activity level at this park and encourage greater access for the recreation amenities, community programs and any unique events housed at this facility.

1.2 Scope of Work and Deliverables – Playground Facility

The objective of this project is to design and construct a NEW Playground Facility that incorporates and includes accessible features.

It is the intent for this facility to provide opportunities for children of all ages and abilities to play and interact in a safe and enjoyable outdoor setting.

In this initiative, the NEW Playground Facility shall be designed to satisfy AODA standards for Play Spaces and CAN/CSA-Z614:20 safety standards including required signage.

The purpose of this Request for Proposal seeks to provide a complete “turn-key” design solution for supplying playground infrastructure and connectivity – through a network of accessible walkways to existing physical features of the Community Centre landscape. (See attached photos)

Requirements – Materials

This proposal shall include but not limited to:

- i. Construction site security in the form of construction fencing around the construction site to prevent unauthorized entry, and
- ii. The supply and delivery of a Two Bay – Four Seat Swing Set that includes a single Toddler Seat and a single Accessible Seat, and
- iii. Supply and placement of engineered wood fiber throughout the dedicated play-space area – for the required dimensions, and

The layout and construction of a network of accessible pathways connecting the NEW Playground area with the existing physical features in the outdoor greenspace area – see attached photos. The pathways shall be comprised of a compacted granular material placed over a geotextile fabric material.

NOTE: The pathways shall be six feet in width and follow a consistent design layout.

Proposals shall include complete and detailed information for the intended equipment, materials, and installation process. This information shall include such details as:

- i. Supply Company – Manufacturer of swing set
- ii. Brand and specifications of Engineered Wood Fibre Product
- iii. Granular Material and Geotextile type
- iv. Overview Rendering of Play Space Dimensions and No Encroachment Zones
- v. Expected Lifespan and Warranty
- vi. Warranty Remedy Process
- vii. Maintenance Requirements

Requirements – Work Description

The Owner will conduct a site meeting to review and discuss specific information and implementation requirements for this project.

The Contractor will be responsible for all required underground locates that may be necessary and submission/acquisition of related construction approvals.

The Contractor will be responsible for the work associated with the site preparation for the playground surface area. Such work will include the removal and disposal of the natural vegetation within the limits of the work area and excavation to an approximate depth of fifteen inches (15in.).

The depth of excavation will allow for the placement of Engineered Wood Fiber surfacing and placement of clear stone for drainage. This surfacing treatment will include a geotextile fabric placed over the clear stone as a separation layer from the EWF material.

All safety requirements shall be followed and practiced during the term of this work project. The Contractor shall secure the work site during the progress of the work and during off hours operation.

Upon completion, a **“pre-use inspection”** shall be conducted by a trained and certified playground inspector providing written confirmation that all safety standards have been achieved. The inspection must adhere to the CAN/CSA-Z614:20.

1.3 Non-Mandatory Site Meeting

A site meeting will be held at 3979 Hwy 60, Dwight, Ontario, from **1:00pm to 2:00pm on Tuesday August 27th 2024**. Proponents will be permitted to ask questions pertaining to the Request for Proposal, inspect the location, and take measurements as needed. Attendance will be recorded at the meeting. All questions asked at the meeting will be recorded and answered by way of addenda.

1.3 Provisional Items

The inclusion of provisional items shall be at the discretion of the Owner. No claims for extra payment due to the exclusion of any or all of these items will be accepted by the Owner.

The Owner reserves the right to award the project with or without the provisional items.

See section 3.8 Financial Proposal for information on including Provisional items.

Scope of Work and Deliverables - Pathways Connecting the Playground Area

Requirements – Materials

The layout and construction of a network of accessible pathways connecting the NEW Playground area with the existing physical features in the outdoor greenspace area – see attached photos. The pathways shall be comprised of a compacted granular material placed over a geotextile fabric material.

Proposals shall include complete and detailed information for the intended, materials, and installation process. This information shall include such details as:

- i. Granular Material and Geotextile type
- ii. Expected Lifespan and Warranty
- iii. Warranty Remedy Process
- iv. Maintenance Requirements

NOTE: The pathways shall be six feet in width and follow a consistent design layout.

Requirements – Work Description

The Contractor will be responsible for site preparation for the proposed gravel pathways that will include the removal and disposal of the natural vegetation within the limits of the work area and to an approximate depth of four inches (4in.). The depth of excavation will allow for the placement of a compacted Granular A material. This treatment will further include the placement of a geotextile fabric, placed over the subgrade creating a separation layer for the freshly placed granular.

Part 2: Definitions

Agreement: means the legal document submitted by the Proponent in their Bid that binds the Proponent and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Proponent of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Proponent in the form of a Quotation, Tender, or Proposal, submitted in response to a solicitation from the Owner.

Competent Supervisor: A person who is in charge of a workplace or has authority over workers. Is qualified because of knowledge, training, and experience to organize the work and its performance. Is familiar with the Occupational Health and Safety Act and the regulations that apply to the work; and has knowledge of any potential of actual danger to health and safety in the workplace.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Supplier an unfair advantage during a procurement process or compromise the ability of a Supplier to perform its obligations under the Contract.

Contract: means a binding Agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal Agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Contractor: means the Proponent that is successful in this RFP and that enters into the Contract with the Owner.

County: means The Corporation of the County of Haliburton.

Days: means calendar days.

Evaluation Committee: means a group of individuals designated/responsible to make Award recommendation.

Evaluation Criteria: means the benchmark, standard or yardstick against which accomplishment, conformance, performance, and suitability of an individual, alternative, activity, product, or plan is measured to select the best Proponent through a Request for Proposal process. Criteria may be qualitative or quantitative in nature.

Evaluation Matrix: means a tool allowing the Evaluation Committee to rate Proposals based on multiple pre-defined evaluation criteria.

Highest Total Score: means the highest score achieved by a Proponent during the evaluation of a Request for Proposal where the Evaluation Committee has agreed by consensus.

Owner: means the Township of Algonquin Highlands, as referred to in the document.

Successful Proponent: means a Proponent whose Proposal meets the prescribed requirements and has been identified as the lowest compliant Proponent in accordance with the evaluation process.

Submission Deadline: means the closing date and time of the Request for Proposal period. No Proposals will be accepted after the closing date and time.

Proposal(s): means all of the documentation and information submitted by a Proponent in response to the RFP.

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Proponent: means an entity that submits a Bid in response to this RFP and, as context may suggest refers to a potential Proponent.

Total Proposal Price: The Proposal price excluding HST that will be evaluated for Award.

Township: The Township of Algonquin Highlands

Request for Proposal (RFP): means this Request for Proposal issued by the Owner, and all addenda thereto.

Part 3 Proposal Submission Requirements

3.1 Proposal Format and Content

For the Owner to evaluate Proposals fairly and completely, Proponents should provide all the information requested in the format set out in the RFP. Failure to provide all required information may result in the Proponent being disqualified or scoring poorly in the evaluation.

Proponents are encouraged to submit their Proposal with each of the following sections clearly identified and presented in separate sections.

3.2 Table of Contents

The Proponent should provide a Table of Contents adhering to the format outlined below.

3.3 Introduction

Proposals should include the complete name and address of the firm and the name, mailing address, email address, and phone number of the individual the Owner should contact regarding the Proposal.

3.4 Executive Summary

The Proponent should provide a general overview of their RFP response.

3.5 Mandatory Submission Requirements

To ensure ease of evaluation, include all mandatory submission requirements listed in this section at the beginning of the submitted Proposal. Proposals will be disqualified for failing to provide any of the mandatory submission requirements listed below.

- i. One original copy of the Proposal
- ii. Part 8: Form of Proposal
- iii. Include copies of all Addenda and acknowledge each one with the Proponent's signature.

3.6 Proposed Pathway and Swing Set

Proposal

Proponents should provide a comprehensive narrative that illustrates their understanding of the requirements of the request and how their firm will meet each requirement of the scope of work and deliverables. The Proposal should be well laid out and logically structured in an easy to read and understandable format. The Proposal should incorporate accessibility requirements as per section 5.24.

Proponents are expected to include a copy of the warranty documentation that will apply to the project. The warranty information will be reviewed and evaluated based on the length and detailed coverage of the materials and installation.

Timeline

The Owner anticipates beginning the construction process in October 2024 and anticipates reaching Substantial Completion by December 2024.

The Owner appreciates that the turn-around time for this project is narrow. Proponents are requested to provide a timeline to complete this project based on their knowledge and experience of completing similar projects.

The timeline provided will be evaluated and points will be awarded based on the Proponent's ability to accommodate the anticipated Substantial Completion date.

Provide a timeline detailing the steps of the scope of work and deliverables. The required resources and responsibilities of the Owner and the Contractor should be included.

Proponents should identify in their Proposal, any other requirements that the Owner must meet and/or provide. Details of who will be scheduling the meetings should be clearly identified.

Value Added

Include any creative innovations that would integrate into the project and describe how the innovations would benefit the Owner and contribute to the success of the project.

- i. Value added options should not have additional cost.
- ii. If cost is associated with a value-added option, it should be clearly indicated separately from the Total Proposal Price in the Financial Proposal.

3.7 Experience and Qualifications

Experience

Proponents should provide a description of their firm, number of people currently employed, and the types of services they offer.

The Proponent's team roles and responsibilities should be clearly articulated along with details relating to their availability during the proposed project timeline.

Proponents are also encouraged to demonstrate their experience with similar projects for other organizations of a similar size and complexity.

Proponents that have experience with providing similar services to municipalities is an asset.

Client References

Proponents are expected to supply a minimum of 3 references that the Owner may contact. References should be current (within the last five years) and relevant to this project.

Company name, contact person(s), contact title, phone number and email address should be included.

For each reference, provide a brief description of a completed project with a similar scope of work as described in this Request for Proposal. Please include a list of existing clients.

3.8 Financial Proposal

The financial proposal may be evaluated in part, based on the Proponent's use of the allocated budget.

The Financial Proposal should include a pricing table including, as a minimum:

- i. Site preparation
- ii. Materials (swing set and components, safety surfacing, aggregate, filter cloth)
- iii. Installation (concrete work, trenching/backfill)
- iv. Remediation
- v. Pre-use Inspection as per CAN/CSA-Z614:20
- vi. Disbursement

All prices should not include HST.

The financial proposal must include cost for labour, permits, and all fees and disbursements. The combined price of the listed costs will be evaluated as the Total Proposal Price (excluding HST). The Total Proposal Price will become the upset limit of the project which shall not be

exceeded without prior authorization from the Owner. The Proponent shall be responsible for all project costs.

Prices and charges quoted shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included, excluding Harmonized Sales Tax (H.S.T.), which should be shown separately on the total cost, where applicable. Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the project subsequent to submission of the Proposal and before the delivery of the completed project covered by the Contract, an appropriate increase or decrease in the price of the work may be negotiated to compensate for such changes as of the effective date thereof.

Provisional Items

Costs for Provisional items are expected to be priced separately from the Total Proposal Price. The inclusion of the Provisional items will be evaluated but the cost will not contribute to the score applied to the Total Proposal Price.

The Pathways are a provisional item. pricing for the components should be priced separately.

- i. Site preparation
- ii. Materials
- iii. Installation
- iv. Remediation
- v. Disbursements

All prices should not include HST.

Part 4: Instructions for Proponents

4.1 Proposal Timeline

Issue Date	August 20, 2024
Non-Mandatory Site Visit	1:00 – 2:00 p.m. August 27, 2024
Proponent Question Deadline	4:30 p.m. Wednesday August 28, 2024
Final Addenda Issued	4:30 p.m. Friday August 30, 2024
Submission Deadline	1:00 p.m. Monday September 9, 2024
Evaluation Period	September 10 – 13, 2024
Evaluation Committee Consensus Meeting	September 13, 2024
Award	September 19, 2024
Anticipated Start Work Date:	October 1, 2024
Anticipated Substantial Completion Date:	December 31, 2024

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

4.2 Interpretation

In this document “**Request for Proposal Documents**” shall include the Purpose of Procurement, Proposal Submission Requirements, Instructions for Proponents, Terms and Conditions, General Special Provisions, Evaluation and Selection Criteria, Form of Proposal, All addenda (if required), and any other documents listed in the Request for Proposal.

- The Township may hereinafter be referred to as the **Owner**.
- An individual or company submitting a Proposal for this Request for Proposal may hereinafter be referred to as the **Proponent**.
- The Successful Proponent who executes a Contract with the Owner may hereinafter be referred to as the **Contractor**.

The following terminology applies in the RFP:

The term “**should**” relates to a requirement which the Owner would like the Proponent to address in their Proposal.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as a mandatory requirement. Proposals that do not fulfill all mandatory requirements will be rejected as non-compliant.

4.3 Completion of the Proponent’s Proposal

Proponents must courier or deliver by hand their Proposal to the Township of Algonquin Highlands Administration office. Proposals must be received by the Owner by **1:00 p.m. Local Time on Monday September 9, 2024**.

Proponents must ensure the Proposal is received at the **Township of Algonquin Highlands Administration office front counter** prior to the Submission Deadline. Include the Proposal name and number, and the Proponent’s return mailing address on the outside of the sealed Proposal package.

The sealed Proposal submission must include one original copy of the Proposal. The address is as follows:

Township of Algonquin Highlands Administration Office
Attention: Brian Mulholland – Project Manager
1123 North Shore Road
Algonquin Highlands, Ontario, K0M 1S0

Note: Courier service to this area is not “same day” or “guaranteed” for a specific time of day. The Proponent is solely responsible for ensuring their Proposal is received on time at the Township of Algonquin Highlands Administration office. Proposals delivered after the Submission Deadline will not be opened and will be returned to the Proponent. Local time is according to the time clock located in the Township offices, which will be deemed to be taken as conclusive.

Electronically transmitted submissions (facsimile, e-mail, etc.) **will not** be accepted.

Proposals will be opened and recorded by the Owner’s opening committee following the Submission Deadline.

All entries in the Proposal shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Proposal Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in its best interest to do so. Proposals which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Proponent’s signing officer) or irregularities of any kind, may be rejected as non-compliant.

The Proponent or an authorized designate must sign the Form of Proposal document in the spaces provided. If a joint Proposal is submitted, it must be signed and sealed separately on behalf of each Proponent.

4.4 Alteration or Withdrawal of Proposals

An alternate Proposal submitted at any time prior to the Submission Deadline shall supersede and invalidate all Proposals previously submitted by the Proponent for this Request for Proposal.

Proponents may withdraw a submitted Proposal at any time prior to the Submission Deadline. To withdraw a Proposal prior to the Submission Deadline, the Proponent must send confirmation in writing to the RFP Contact, signed by the Proponent’s representative with the authority to bind the corporation.

The withdrawal of a Proposal prior to the Submission Deadline does not disqualify a Proponent from submitting another Proposal for the same Request for Proposal.

4.5 Unbalanced Proposals and Discrepancies

Proposals that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Proposal quantity then the Bid unit price shall govern. The corrected Total Proposal Price for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Proposal Price**. Where an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Proposal Price** shall be corrected accordingly.

4.6 Inquires & RFP Contact

Any questions related to this RFP must be directed to:

Township of Algonquin Highlands
Brian Mulholland – Project Manager
1123 North Shore Road, Algonquin Highlands ON, K0M 1S0
Phone (705) 489-2379 ex. 325, email bmulholland@algonquinhighlands.ca

Proponents and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFP Contact listed above, concerning matters regarding the RFP.

No oral interpretation shall be effective to modify any of the provisions of the Request for Proposal Documents. All requests for interpretation shall be made in writing to the RFP Contact.

Should a Proponent find discrepancies in, or omissions from the Request for Proposal Documents, the Proponent shall immediately notify the RFP Contact who may send a written instruction to all Proponents by way of addenda.

4.7 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner's Procurement Policy.

The RFP Contact shall notify the Successful Proponent within 90 days of the Submission Deadline of the acceptance.

Notice of acceptance of the Proposal will be by email.

4.8 Proponents to Investigate

Proponents are expected to satisfy themselves by personal examination of the site and conditions to ensure their understanding of the site and requirements of the project.

The Proponent shall carefully examine all plans and profiles so that the unit prices proposed are commensurate with the nature of the work.

4.9 Utilities

Further to section 4.8, Proponents must be cognizant of the presence of utility pole lines, overhead wires, and buried cables adjacent to and/or as part of this Contract. Information on the removal or relocation of these utilities and/or protection thereof may be coordinated with the utility company concerned following consultation with the Owner's Contract Administrator. The Proponent/Contractor is solely responsible for identifying the location of all utilities with Ontario One Call or equivalent. The Contractor shall exercise the necessary care during construction operations to safeguard the specific utilities from any damage and/or in-operations.

The Contractor shall be responsible for the protection of all utilities and fences not designated for removal and for the protection of private property during the time of construction. Storage of

excavated materials shall be such that deposition onto private property shall be at the consent of the landowner(s).

Part 5: Terms and Conditions

5.1 Contract & Agreement

It is expected that the Proponent with the Highest Total Score will be invited to sign a Contract (the "**Contract**") with the Owner setting out the terms and conditions that will apply to the project.

The Agreement set out in the Request for Proposal Document is the form that the Owner intends to use as the basis for the final Contract with the Successful Proponent. The Request for Proposal Document and the Proponent's signed and submitted Proposal, including all mandatory requirements form the Agreement.

If a Proponent objects to any aspect of the Agreement, the Proponent is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Proponent Questions section.

5.2 Irrevocability Period

Proposals shall be irrevocable and valid for acceptance by the Owner for a period of ninety (90) days after the Submission Deadline.

5.3 Award

It is the Owner's intention to Award to the Proponent with the Highest Total Score.

The Owner reserves the right to not Award to the lowest or any Proponent if it is determined that the cost of completing the work exceeds the approved budget.

All Proposals are prepared at the sole risk and cost of the Proponent.

The Successful Proponent will receive a notice of Award by email. That notice constitutes the Owner's acceptance of the Successful Proponents Proposal. The Contract between the Owner and the Successful Proponent shall be executed within 14 days of the Successful Proponent receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Proposal and may choose to either cancel the Request for Proposal or recall the Proposals at a later date if:

- i. Only one Proposal has been received as the result of a Request for Proposal, or
- ii. The Proposal with the Highest Total Score exceeds the available project budget for the supplies or services, or
- iii. A change in the scope of work or specifications is required.

Pre-Conditions for Award

Following notification of intent to Award, the Successful Proponent must deliver the following documents as instructed by the RFP Contact, within fourteen (14) calendar days of receiving written notice.

- i. A certified copy of the Successful Proponent's **Commercial General Liability** insurance. (See section 5.13 for complete details)
- ii. A certified copy of the Successful Proponent's **Automobile Liability** insurance. (See section 5.13 for complete details)
- iii. A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- iv. Completed copy of the Owner's Contractor Policy
- v. Original copies of the Contract, executed by the Contractor

5.4 Contract Duration

The duration of the Contract shall span from the date the Contract is executed by the Contractor and the Owner and end upon Substantial Completion of the project, subject to inspection and approval by the Contract Administrator.

5.5 Taxes

Unit and/or lump sum prices should not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices Bid shall include applicable disbursements, insurance, and all other charges of every kind attributable to the work.

5.6 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- i. in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
 - Having, or having access to, confidential information in the preparation of its response that is not available to other Proponents;
 - Communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- ii. in relation to the performance of its Contractual obligations under a Contract for the work, the Proponents other commitments, relationships, or financial interests
 - Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.

5.7 Disqualification for Conflict of Interest

The Owner may disqualify a Proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

5.8 Proponent Questions

The Owner will use the following process regarding any Proponent question or other request for clarification regarding any aspect of the RFP:

Proponents must submit requests for clarification or questions to the RFP Contact.

In the communication with the RFP Contact, reference a specific section or page number of this RFP

Requests for clarification and questions must be submitted prior to **4:30 p.m., August 28, 2024**, the Question Deadline. Questions and inquiries submitted after the Questions Deadline will not be addressed.

5.9 Response to Questions

The Owner will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with the Proponent Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Proponents. In answering a Proponents question(s) in any addenda, the Owner will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Owner may, in its sole discretion:

- i. edit the question(s) for clarity,
- ii. exclude any question(s) that are either unclear or inappropriate,
- iii. provide a single, consolidated answer to similar questions from various Proponents,
- iv. Where an answer results in any change to the RFP, such answer may be formally documented through the issue of a separate addendum reflecting that change

5.10 Addenda

The Owner will only amend or supplement the RFP by issuing an addendum. Any amendment or supplement to the RFP made in any other manner will not apply to the RFP.

Proponents shall acknowledge receipt of any addenda. Failing to submit all acknowledged addenda with the submission will result in the Proposal being rejected for non-compliance.

It is the responsibility of the Proponent to acquire all Addenda that are issued. The Proponent is solely responsible to:

- i. make any required adjustments to their Proposal; and
- ii. acknowledge the addenda by submitting a signed copy of each addendum issued with their Proposal submission.

5.11 Clarification of Proposal

The Owner shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Owner shall not be obligated to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponents Proposal in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Proponent in response to a request for clarification from the Owner may be considered to form an integral part of the Proponents Proposal, at the Owner's sole discretion.

5.12 Verification of Information

The Owner may:

- (a) verify any Proponents statement or claim made in the Proposal or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;
- (b) reject any Proponents statement, claim, or Bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- (c) access the Proponents premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

5.13 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000.00) dollars** per occurrence, including The Corporation of the Township of Algonquin Highlands as additional insured. This coverage applies to:

- i. third party bodily injury
- ii. property damage
- iii. products and completed operations.
- iv. contractual liability
- v. personal injury
- vi. non-owned automobile
- vii. and contains a cross liability and severability of interest clause

The Successful Proponent shall take out and keep in full force and effect throughout the project until completion, and any renewals thereof, **Vehicle Liability Insurance** (for all licensed vehicles and equipment) in a combined amount of not less than **five million (\$5,000,000.00) dollars** per occurrence, against claims for bodily injury and/or property damage including claims against the Successful Proponent under any hold harmless or indemnity provisions of the Contract in respect of motor vehicles owned or leased by the successful Proponent which are required by law to be licensed.

5.14 Workplace Safety and Insurance Board (WSIB) Requirements

WSIB is required to be provided by the Successful Proponent prior to Award and commencement of work.

Note: Workplace law has changed in Ontario. Please note that Independent Operator status letters no longer apply after 2012. All Independent Operators working in Ontario in the construction industry must have workplace safety and insurance coverage from the Workplace Safety and Insurance Board (WSIB).

5.15 Health and Safety

The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act and Regulations for Construction Project, RSO 2000, c.0.1 (the Act) and Ontario Regulation 527/00 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the Work, as the Contractor or Employer, as the case may be. The Contractor shall ensure that:

- worker safety is given first priority in planning, pricing and performing the work;
- its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- all subcontractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties.

The Contractor shall cooperate with representatives of the Owners' and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The Contractor shall indemnify and save the Owners' harmless from any additional expense which the Owners' may incur to have the work performed because of the Contractor's failure to comply with the requirements of the Act and the Regulations.

5.16 Payment Terms and Warranty

Payment Terms

Payment will be made in response to the Contractor's final invoice.

Final payment will be made following inspection and Substantial Completion of the Contract.

This payment will be made when all work has been completed to the satisfaction of the Owner. Payment to the Contractor shall be verified by the Owner's Contract Administrator or designate.

Basic Holdback

The Owner shall retain a holdback payment of 10% of the total invoiced amount, excluding HST, as per the requirements of the Construction Act. Release of the holdback shall be made after 45 calendar days from the date of completion of the work as established by the Substantial

Completion certificate, but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:

- a release by the Contractor in a form satisfactory to the Owner releasing the Owner from any claims relating to the Contract, qualified by stated exceptions where appropriate;
- a statutory declaration in a form satisfactory to the Owner that all liabilities incurred by the Contractor and the Contractor's sub-contractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate;
- a certificate of publication in the Daily Commercial News;
- a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and;
- a written request made to the Owner for the release of the respective holdback payment.

The Contractor shall be responsible for the proper performance of the work. The Contractor agrees to correct promptly at their own expense, any defects or deficiencies in the work that may appear prior to and during the period of one year from the date of Substantial Completion. The Owner shall promptly provide the Contractor with written notice of observed defects and deficiencies.

Invoicing

The basic holdback will be deducted separately from the Contractor's invoice to the Owner. The Contractor must ensure that separate line items are included on each invoice noting the basic holdback deductions.

Invoices shall be sent to:

Township of Algonquin Highlands: finance@algonquinhighlands.ca

5.17 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Proponents in connection with this RFP. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponents competitive position. Generally, only specific portions of a Proposal should be identified.

5.18 Ontario/Canadian Laws

The RFP and the Proponents Proposal will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

5.19 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.

Use – Any Personal Information that is requested from each Proponent by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Contractor, for Contract management purposes.

Consent – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Proponent, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

5.20 Debriefing

Proponents are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFP.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

5.21 Contractor Performance Evaluation

Contractor performance is critical to the success of the Owner's projects. To this end, the Owner; have adopted a Contractor Performance Evaluation system by which the Contractor's performance will be ranked at Substantial Completion of the project or more frequently if deemed necessary. The Owner's Contract Administrator in consultation with the appropriate staff will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner's Contract Administrator with the Contractor to discuss the overall ranking for the project. Should the Contractor rank poorly on the evaluation, a recommendation may be made to Council to banish the Contractor from bidding on future projects for up to three years or place the Contractor on a two-year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Contractor will have 20 days in which to appeal the decision in writing to the Township of Algonquin Highlands Treasurer.

5.22 Bid Protest Procedure

To submit a Bid Protest, the Proponent must:

Provide a detailed description of the Bid Protest, including the desired remedy; and

Provide any additional relevant background information. All Bid Protest documentation must be addressed to:

Township of Algonquin Highlands

Brian Mulholland – Project Manager

1123 North Shore Road, Algonquin Highlands ON, K0M 1S0

Phone (705) 489-2379 ex. 325, email bmulholland@algonquinhighlands.ca

Once a Bid Protest has been received, the RFP Contact shall review the matter and consult with the Owner's Contract Administrator. The RFP Contact will complete the review with the Owner's Contract Administrator in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The RFP Contact will then prepare in coordination with the Owner's Contract Administrator a written decision regarding the matter and will send a copy of that decision to the Proponent that submitted the Bid Protest.

In all cases:

The Owner shall seek to resolve the Bid Protest with the Proponent through consultation (to the extent feasible and reasonable); and

The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Proponents participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Proponents ability to participate in ongoing or future procurement opportunities with the Owner.

5.23 Trade Agreements

Proponents should note that this procurement process is subject to the requirements of:

- i. Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec.
- ii. Chapter 5 of the Canadian Free Trade Agreement.

5.24 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Owner shall request the Contractor provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of the Owners project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

5.25 Indemnification

The Contractor agrees that the Owner, its elected members of council, directors, officers, employees, agents and volunteers shall not be liable for any injury or damage including but not limited to death, property loss, or damage sustained by the Contractor or its partners, directors, officers, employees, agents, contractors and sub-contractors or any other third party that is in any way attributable to anything done or omitted to be done by the Contractor in the performance of the services under this Contract.

The Contractor hereby agrees that it shall at all times indemnify, defend and save harmless the Owner, including its elected members of council, directors, officers, employees, agents and volunteers, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that is in any way attributable to anything done or omitted to be done by the Contractor, including its partners, directors, officers, employees, agents, contractors or sub-contractors in connection with the services performed, purportedly performed or required to be performed by the Contractor under this Contract.

5.26 No Guarantee of Volume of Work or Exclusivity of Contract

The Owners makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. Any Contract executed with the Successful Proponent will not be an exclusive Contract. The Owners may Contract with others for the same or similar goods and or services to those described in this RFP or may obtain the same or similar goods and or services internally.

Part 6: General Special Provisions

Wherever in this Contract reference is made to the General Conditions, it shall be interpreted as meaning the OPS General Conditions of Contract, November 2018. The OPS General Conditions and Supplementary General Conditions have not been reproduced as part of these Contract Documents. It will be the Contractor's responsibility to obtain current copies of these documents.

6.1 Protection

Ensure all structures and outdoor park facilities are well protected during construction activities.

The construction zone is to be kept secure using construction fencing to prevent unauthorized entry.

6.2 General Project Requirements

Perform all work in accordance with current and applicable codes, standards, laws, and regulations.

Be responsible for security and safety of the work site, equipment, tools, and materials.

No signs, advertising, or decals are permitted, other than warning signs.

6.3 Site Safety

Comply with all requirements of the Ontario Health and Safety Act.

Immediately notify the Owner's Contract Administrator if any hazardous conditions become apparent.

Maintain up to date training, licensing, and qualifications for scopes of work undertaken, including equipment operation, and provide confirmation to the Owner's Contract Administrator upon request.

Required personal protective equipment (PPE) must be worn while in the work area.

All workers on site shall conduct themselves with professional decorum.

No smoking is permitted on the property.

Submit Material Safety Data Sheets documentation to the Owner's Contract Administrator for preview and approval for any potential hazardous substances to be used on the site as part of the work or required for operations and maintenance upon completion.

- i. Material Safety Data Sheets documentation must be reviewed and approved by the Owner's Contract Administrator before delivering such substances to the site. The Contractor assumes responsibility for any delays in the project schedule for failing to provide such documentation in a timely manner. The Owner's Contract Administrator will review all Material Safety Data Sheets within five (5) working days of receipt and provide written approval or denial for the use of the substance or may require additional information.

The Owner's Contract Administrator reserves the right to inform the Contractor of any violation of any safety requirement, legislation, or regulation. The Contractor will be informed in writing and will have 24 hours to correct the infraction, unless otherwise agreed upon by the Contractor and the Owner. Any expense incurred will be the responsibility of the Contractor.

Maintain access to all existing exits and firefighting equipment during the course of the work, unless otherwise noted.

The Contractor shall take all necessary precautions to ensure that duties are performed safely and shall comply with all applicable provisions of law related to injury to persons or property on, or about the premises where the work is performed.

The Contractor shall, in addition to their other obligations under the Contract, have sole responsibility for the construction and management of the construction, including all matters related to health and safety, and site security.

The Contractor shall:

- Participate in relevant safety and other committee meetings for the duration of the work and share related safety information with the Owner's Contract Administrator or designate.
- Ensure that employees of the Contractor are aware of the mechanisms and report hazards and occurrences; have ready access to the hazard report forms, and are encouraged to submit such report; and
- Advise employees of restrictions that apply to the movement of personnel at the Owner's site.

6.4 Competent Supervision

The Contractor shall ensure at all times that adequate and competent supervision is provided by a Competent Supervisor as defined under the Occupational Health and Safety Act, Ontario.

The Contractor shall be responsible for ensuring supervision of staff and associated equipment for all construction activities during and outside of normal operating hours.

6.5 Site Conditions

Prior to the commencement of work, existing conditions shall be inspected by the Contractor. Any defects and or concerns shall be reported in writing to the Owner. Work may commence when the conditions of the site are deemed acceptable by the Contractor, including any preparatory work by other trades or subcontractors.

The Contractor is encouraged to make a photographic record of existing conditions prior to commencing work.

Obtain any and all utility scans and locates required to complete the work as part of the Project Objectives.

Protect existing conditions. Repair and make good any damage to existing property resulting from the work to the satisfaction of the Owner's Contract Administrator.

6.6 Work Restrictions

Work shall be completed between 7:00 a.m. and 5:30 p.m. Monday to Friday.

Coordinate with the Owner's Contract Administrator for after-hours access.

No work shall be undertaken on weekends or statutory holidays unless agreed upon between the Contractor and the Owner's Contract Administrator.

6.7 Permits, Inspections, and Fees

The Contractor will acquire and pay for all permits, inspections, and certificates, and all necessary approvals required to complete the work.

When required authorities have jurisdiction, submit for approval, drawings, diagrams, and details showing sequence of deconstruction work, materials designated for salvage, and support of structures and underpinning.

6.8 Cleaning and Waste Disposal

Keep work area clean at all times.

Remove from site and dispose of waste materials at appropriate recycling facilities.

Upon completion of the project, remove debris and leave the work site clean.

6.9 Environmental Requirements

Do not bury waste or materials on site.

Ensure proper disposal procedures in accordance with CEPA, TDGA, and applicable Provincial/Territorial regulations.

Organize site and workers in manner which promotes efficient flow of materials through disassembly, processing, stockpiling, and removal.

6.10 Proof of Ability

The Proponent is required to show, in terms of experience and facilities, evidence of its ability to perform the work by the specified completion date. In addition, any proposed subcontractor may be required to furnish similar evidence.

6.11 Loading of Motor Vehicles

Where a vehicle is hauling material or equipment for use on the work under this Contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

6.12 Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Owner's Contract Administrator, damage is being done or is likely to be done to any highway or any improvement area thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Owner's Contract Administrator, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings; or shall in some other manner remove the cause of such damage to the satisfaction of the Owner's Contract Administrator.

6.13 Spills Reporting

Spills or discharge of pollutants or contaminants under the control of the Contractor and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects shall immediately be reported to the Provincial Spills Action Centre (1-800-268-6060) and to the Owner's Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990. Remediation of spills or discharge of pollutants shall be at the cost of the Contractor.

6.14 Default by Contractor

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Owner may, without notice, terminate the Contract.

If the Contractor; fails to comply with any request, instruction or order of the Owner; or fails to pay its accounts; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to execute the work with skill and diligence; or assigns or sublets the Contract or any portion thereof without the Owner written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Owner may, upon expiration of ten (10) calendar days from the date of written notice to the Contractor, terminate the Contract.

Any termination of the Contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.

If the Owner terminates the Contract, it is entitled to:

- i. Take possession of all the work in progress and finish the work by whatever means deemed appropriate under the circumstances
- ii. Withhold any payment to the Contractor until its liability to the Owner is ascertained;
- iii. Recover from the Contractor loss, damage and expense incurred by the Owner by reason of the Contractor's default. (which may be deducted from any monies due or becoming due to the Contractor, or added to any balance to be paid by the Contractor to the Owner)

6.15 Contractor's Discharge of Liabilities

The Contractor shall discharge and cause each subcontractor to discharge all liabilities incurred, for labour, materials, or services, used or reasonably required for use in the performance of this Contract on the date upon which each becomes due. The Contractor shall furnish the Owner with a Statutory Declaration confirming the discharged of their liabilities and those of the Subcontractors. This shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing on the books of the Board.

The Owner may in respect of claims submitted by creditors having a Contractual relationship with the Contractor, and after providing written notice to the Contractor and their surety, withhold any payment otherwise entitled under this Contract. Interest will not apply to any such funds withheld.

6.16 Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the Submission Deadline for this Request for Proposal, and this change could not have been anticipated at the time of bidding, the Owner will increase or decrease the Contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner's Contract Administrator. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Contractor benefits from a change in Harmonized Sales Tax, the Contractor shall submit to the Owner's Contract Administrator, a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work.

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The Owner's Contract Administrator reserves the right to adjust the final Contract payment to compensate for the estimated benefit from decreased tax costs.

Part 7: Evaluation and Selection Criteria

7.1 Evaluation Criteria

All Proposals will be reviewed to determine if they are compliant.

Submissions will be evaluated against the criteria listed in the document. Failure to satisfy these requirements will result in a lower score including failing to achieve the minimum required to proceed in the evaluation.

The Proponent should have the necessary skills, knowledge, education, and experience to meet the requirements of this project. Relevant information provided through the Proposal will be evaluated in terms of the scoring and criteria below.

Criteria Number	Criteria Description	Points
1	Proposed Pathway and Swing Set Proposal Format and Content Proposal Timeline Value Added	50
2	Experience and Qualifications Experience Client References	25
3	Financial Proposal Content Price	20

Proposals will be evaluated against questions including but not limited to the following.

Criteria 1: Proposed Pathway and Swing Set (Maximum 50 pts)

Proposal Format and Content (5 points)

Does the Proposal include a Table of Contents, Introduction, and Executive Summary?

Are the mandatory submission requirements easily located and identified at the beginning of the Proposal?

Is the Proponent's Proposal comprehensive, well laid out and logically structured, making it easy to read and understand how they plan to fulfil the project requirements?

Proposal (35 points)

Has the Proponent provided a thorough description of the proposed pathway and swing set?

Has the Proponent provided a thorough description of the proposed material?

Does the description of the proposed materials meet the needs of the project?

Does the warranty encompass appropriate expectations of the materials durability and longevity?

Timeline (10 pts)

Does the Proponent provide a timeline that includes detailed milestones for meeting the scope of work and deliverables?

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Does the Proposal include clear and realistic timelines including how they intend to meet the deadlines established in the timeline?

Does the Proposal clearly specify any resources required from the Owner?

Value Added (5 pts)

Does the Proposal include examples and clear descriptions of the value-added options?

Will these options positively impact the Owner and the project?

Criteria 2: Experience and Qualifications (Maximum 25 pts)

Experience (15 points)

Does the Proponent provide a detailed description of experience?

Does the Proponent have experience working with municipalities?

How is that experience demonstrated?

Does the Proposal explain in a clear manner how the Proponent will apply the described experience to the project described in the Request for Proposal document?

Client References (10 points)

Did the Proponent provide additional references?

Are the references current?

Are the references relevant to this RFP?

Criteria 3: Financial Proposal (Maximum 20 pts)

- i. Proponent pricing reflects the requirements as outlined in the Financial Proposal section of the RFP. (5 pts)**
 - Is the Financial Proposal straight forward and easy to understand?
 - Does the Proponent provide all the requested pricing breakdowns?
 - Efficient use of the allocated budget.
- ii. Total Proposal Price as calculated using the total fixed fee formula (15 pts)**

7.2 Selection Process

An Evaluation Committee consisting of Owner representatives will evaluate the Proposals. It is the intention of the Owner to recommend the Proponent with the Highest Total Score for Award. As part of the selection process, the Owner may contact one or more Proponents (to a maximum of 3 Proponents) to clarify their Proposal.

Proponents should note that Proposals must achieve a minimum of 60% in each criterion in order for the Proposal and pricing to be considered for Award.

7.3 Stages of Evaluation

Stage 1: Mandatory Submission Requirements (pass/fail)

A review of the submitted documents will be undertaken to determine if the submitted Proposals complies with all the mandatory submission requirements:

- i. One original copy of the Proposal
- ii. Part 8: Form of Proposal
- iii. Include copies of all Addenda and acknowledge each one with the Proponent's signature.

Proposals that do not comply with the mandatory submission requirements shall be disqualified and not be evaluated further.

Stage 2: Criteria Evaluations (80 points)

Stage 2 will consist of scoring by the Evaluation Committee of each compliant Proposal on the basis of the detailed criteria as displayed in the submitted Proposal. The following is an overview of the categories and weightings for the Stage 2 criteria of the RFP:

For the purpose of scoring, a scale of 1 to 10 will be used by the Evaluation Committee for each criteria. This score will then be converted into the allocated points and applied to each section as outlined in the Evaluation Criteria. For example: If the criteria scores 7/10 and a maximum of 30 points can be awarded, 21 points would be awarded for that criteria.

$7/10 = 0.7$, $0.7 \times 30 = 21$.

Score	Description
10	Clearly exceeds all areas within the RFP
9	Clearly exceeds most of the requirements within the RFP
8	Meets and Exceeds many of the requirements within the RFP
7	Meets the requirements and exceeds some of the requirements
6	Generally , meets the minimum requirements within the RFP
1-5	Does not generally meet the minimum requirements within the RFP

Stage 3: Pricing (15 points)

Stage 3 will consist of scoring the Financial Proposal submitted in the Proposal. Each Proponent will receive a percentage of the total possible 15 points allocated to price by dividing the Proponent's price into the lowest Proposal price.

Example: If the lowest Proposal price is \$150, that Proponent receives 100% of the Points ($150/150 = 100\%$), or 30 points. A Proponent whose Proposal price is \$200 will receive ($150/200 = 75\%$), or 22.5 points.

The Proponent that achieves the Highest Total Score from Stage 2 and 3 will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

Stage 4: Reference Check

Reference checks may be performed on the Proponent with the Highest Total Score after steps 1 to 3 prior to a recommendation for Award. References will only be rated as a pass/fail whereby references that are considered accurate and relevant based on the size and scope of this project, and prove to validate, to the Owner's satisfaction, that the Proponent generally met the Reference's expectations will be rated as a pass. The Owner reserves the right to seek reference information on any Proponent if deemed required.

Stage 5: Award

The Evaluation Committee will recommend Award of the Proponent achieving the Highest Total Score as a result of the evaluation of Stages 1 through 3.

Part 8: Form of Proposal

This form is a mandatory submission requirement

Form of Proposal

This Proposal is submitted by:

Contractor Information

Name of Firm of Individual (Hereinafter referred to as the Contractor)

Mailing Address

Email

Phone Number

Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number

WSIB Account Number

To the Members of Council;

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Proposal or in the Contract proposed to be undertaken.

I/We further declare that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other officer of the Owner is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 5.6, 5.7, and declare that no Conflict of Interest exists.

I/We further declare that the named firm or individual, outside consultants, or subcontractor are not currently involved in litigation with the Owner.

I/We further declare that any and all Addenda issued for this Request for Proposal have been signed, dated, and submitted as part of this Proposal.

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I/We acknowledge that failure to submit any mandatory submission requirements, including Addenda will result in the Proposal being rejected for noncompliance and will not be considered for Award.

I/We further declare that the several matters stated in the said Proposal are in all respects true.

I/We further declare that I/We having read, understood and accepted the Request for Proposal Documents which forms part of this Agreement, hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Agreement; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance of the Proposal, and to complete the work in strict accordance with the Request for Proposal Documents, for the sums calculated in accordance with the financial proposal.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Proponent and the Owner for the said work or until 90 calendar days after the said opening, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Proposal whether any other Proposal has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Proposal by the approval authority of the Owner outlined in the Township of Algonquin Highlands' Procurement Policy.

I/We hereby agree that notification of acceptance of this Proposal shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on the date of the email of such notification.

Contractor Representative (Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Date (day/month/year)

Form of Proposal

This form is a mandatory submission requirement

Statement Form

Statement A Proponent's Experience for References (List jobs of similar type of work)

1.
2.
3.
4.

Statement B Proponent's Senior Supervisory Staff: The Proponent must list below the names and experience of the supervisory personnel to be employed in this contract.

1.
2.
3.
4.

Form of Proposal

This form is a mandatory submission requirement

Statement Form – Continued

Statement C List of Sub-Contractors (if applicable)

1.
2.
3.
4.

Statement D List of Suppliers: The Proponent must list below the names and addresses of the suppliers of the major materials to be utilized in the completion of this project.

1.
2.
3.
4.

Part 9: Contract Template

**Township of Algonquin Highlands
Proposal No.: CTY-AH-2024-5**

Oxtongue Lake Community Centre Greenspace – Accessible Pathway and Swing Set

Contract

This Contract made in duplicate on _____

Date (day/month/year)

by and between

Hereinafter called the “Contractor”

and

Township of Algonquin Highlands

Hereinafter called the “Owner”

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the Proposal for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner’s Contract Administrator, to do all the work as described in Request for Proposal CTY-AH-2024-5.

Request for Proposal CTY-AH-2024-5, submission of the signed Form of Proposal, and the Contractor’s Proposal form the Agreement for which this Contract is based. The Contractor agrees to furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the scope of work & deliverables, and Proposal, which are identified and acknowledged in the Purpose of Procurement, Proposal Submission Requirements, Instructions to Proponents, Terms & Conditions, General Special Provisions, Evaluation Criteria, and Addenda (if required), all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Contractor further agrees that they will deliver the whole of the work completed in accordance with the Agreement on or before the date of Statutory Completion as sated in the Contractors timeline, unless otherwise mutually agreed upon by the Owner and Contractor.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

In Consideration Whereas, the Owner agrees to pay to the Contractor for all work done, the stipulated sum or sums submitted in the Proposal. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Contractor. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Contractor.

(This Contract will be revised prior to execution to include any payment schedules provided in the Proponent’s Proposal if applicable.)

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

In Witness Whereof, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor Representative
(Please Print)
(Authority to bind the Corporation)

Owner Representative
(Please Print)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Position held by Representative

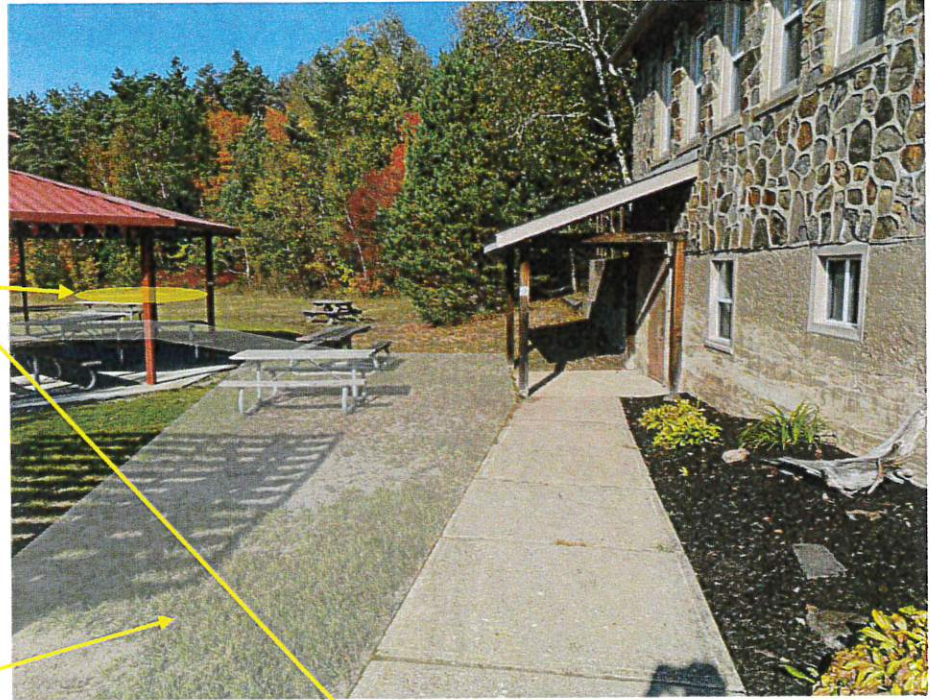
Position held at the Township

This Contract will be emailed to the Successful Proponent upon receiving all documents related to the Pre-Conditions of Award.

OXTONGUE COMMUNITY CENTRE

3979 HIGHWAY 60

Swing set location



Compacted crushed granite accessible pathway, min 6ft width. From entrance around gazebo to vault privy and swing set.

CONNECTED PATHWAYS

APPROX.
165' (50m)
of PATHWAY



