



The Corporation of the Town of Smooth Rock Falls

**REQUEST FOR PROPOSAL
FOR
Metal patching and fabrication to repair
Mattagami 100 Train**

RFP-2021-06

PROPOSALS – shall be accepted by the Town, in sealed envelopes clearly marked as to contents, by the undersigned until 1:00 p.m. local time on Friday May 21st 2021

THE LOWEST OR ANY PARTICULAR PROPOSAL SHALL NOT NECESSARILY BE ACCEPTED.

THE TOWN OF SMOOTH ROCK FALLS RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS.

For further information, please contact

Shane D. Skinner, EP
Director of Public Works
Phone (705) 338-7707 ext. 5
Fax (705) 338-2584
E-mail: shane.skinner@townsrf.ca

DATE ISSUED: May 10, 2021

1. BACKGROUND

The Town of Smooth Rock Falls requires various metal patches to the Mattagami 100 Train. The Town is requesting proposals from interested parties to complete this work prior to the summer season of 2021.

2. SCOPE OF WORK

To place various metal patches on the Mattagami 100 Train to secure the structure and enclose it.

The extent of the work will be reviewed and measured by the proponents at the mandatory site visit at the Mattagami 100 Train @ 10am Friday May 14, 2021.

All proponents must review the designated substance survey and all work must be done in accordance with all applicable health and safety and environmental regulations.

3. EXPERIENCE

List experience and references for similar projects.

4. MEASUREMENT FOR PAYMENT

This shall be a lump sum contract where payment will be issued when work is completed. A 5% hold back will be held for a 1 year period for warranty purposes.

5. PROPOSAL REQUIREMENTS

a. The Proposal shall be received by the Director of Public Works or their duly authorized representative until 1:00 p.m. local time on **Friday May 21st, 2021**. Proposals received after closing time will not be considered.

b. The Proposal must be legible any erasures or overwriting of prices must be initialed.

c. Adjustments to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Quote/Bid must withdraw the Quote/Bid and supersede it with a later quote/Bid submission.

e. E-mailed Proposals *will* be accepted.

f. All proposals shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (30) days or until a contract is signed with the Successful Proponent(s), whichever occurs first.

g. All expenses involved with the preparation and submission of proposals to the Town or any work performed in connection therewith shall be borne by the Proponent.

h. The Town expects that all costs to complete the work shall be included in the proposal. Additional costs identified during completion of the project must be submitted in writing and approved by the Town prior to completion of the work.

8. LIMITATION OF DAMAGES

The Proponent waives any claim for loss of profits, overhead expense, liabilities, costs, expenses, loss or damage incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Town of any quote/bid or by reason of any delay in the acceptance of a Proposal, or matters in respect of the competitive process, except as provided in the tender bid.

9. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Proposal includes specific requirements and specifications, and while the Town has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the Town to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal. There will be no consideration of any claim, after submission of the Proposal, that there is a misunderstanding with respect to the conditions imposed by the contract.

10. INDEMNIFICATION

The successful proponent will, at all times, indemnify and save harmless the Town, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the proponent or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Proponent under this Request for Proposal and subsequent agreement.

11. AWARD

The Town reserves the right to accept or reject any or all Proposal(s) to negotiate with the Successful Proponent(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the Town will be served. No liability shall accrue to the Town for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The Town is not obligated to award a contract to any Proponent pursuant to this Request for Proposal.
RFP-2021-02.

12. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Proponents provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Proposals submitted become the property of the Township. Proponents are reminded to identify in their Proposal material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposals are not to be identified as confidential. The information contained in this Proposal document may be utilized by the Proponent solely for the purpose of preparing a Proposal/Bid for submission to the Township. The Town does not authorize any other use of the information for any other purpose. Proponents must indicate clearly within their Proposal information they consider to be confidential. The Town is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended and once a Proposal/bid is accepted it does become public information and must be disclosed upon a request by any member of the public.

13. LAWS AND REGULATIONS

The Successful Proponent shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Successful Proponent shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

14. ACCESSIBILITY STANDARDS

All Proponents and Proposals must comply with any legislation and regulations which may be applicable to the performance of the Contract, including the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 (the "AODA"). The Contractor shall ensure that all of its employees, agents, volunteers, or others engaged by the Contractor in the delivery of Work receive training in accordance with Section 6 of Ontario Regulation 429/07 made under the AODA.

15. WORKPLACE SAFETY AND INSURANCE BOARD

Within 48 hours after council approval and prior to signing the contract the Successful Proponent shall provide the Town with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self-employed. It is the Successful Proponent's responsibility to provide and maintain current clearance certificates to the Town for the duration of the Project. (See Schedule "A" enclosed).

16. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the Town of Smooth Rock Falls Health & Safety Guidelines. (See Schedule "A").

17. SMOKE FREE WORKPLACE

The *Smoke-Free Ontario Act* states that no smoking is permitted in enclosed workplaces and enclosed public places. At all Town locations smoking is also prohibited within a nine-metre radius surrounding any entrance or exit. Any person convicted of an offence under the *Smoke-Free Ontario Act* could be subject to a maximum fine of \$100,000.

18. SUB-CONTRACTORS

The Proponent shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of the Town of Smooth Rock Falls. The Proponent shall be held as fully responsible to the Town for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

19. SCHEDULE OF ITEMS AND PRICES

Price shall be submitted in Canadian funds with the Harmonized Sales Tax (HST), if applicable, shown separately on invoice. Please note any other pricing options available on Proposal form.

PROPOSAL FORM

Various metal patches to the Mattagami 100 Train

RFP-2021-XX

I/WE..... propose and agree to perform work for the Town of Smooth Rock Falls and to comply with the following.

1. Scope of work is to place various patches as required to enclose the Mattagami 100 Train.
2. Follow health and safety guidelines as outlined in Schedule A
3. That all safety devices (signage) shall be in place prior to and during the daily work
4. That this project shall be completed prior to July 1st 2021. It is understood that a \$500/day penalty shall be applied from July 1st to the completion date of the contract for delays in the project (excluding extraordinary weather events or government shut downs).
5. The Town of Smooth Rock Falls reserves the right to reject any or all Proposal bids and the lowest or any particular bid not necessarily accepted.
6. Please provide three (3) references for the municipality to contact on projects you have completed.

Item	Cost	HST	Total
Various metal patches to the Mattagami 100 Train (lump sum project)			

Reference	Contact information	Project

Signature:

Date:

Address:

Phone #

Return to:

Shane D. Skinner, EP
Director of Public Works
Town of Smooth Rock Falls
P.O. Box 249
142 First Avenue
Smooth Rock Falls, ON
P0L 2B0

shane.skinner@townsrf.ca

SCHEDULE A – OCCUPATIONAL HEALTH & SAFETY

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT - OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the Town of Smooth Rock Falls is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

ALL CONTRACTORS SHALL:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the Town of Smooth Rock Falls health and safety policies and requirements.

As required by the Town, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the Town as an “Additional Insured” in the minimum amount of \$2 million for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$2 million limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any contract. The Chief Administration Officer or Director of Public Works shall approve exceptions to the above requirements.

As required by the Town submit a valid and current copy of Workers Safety and Insurance Board Number clearance certificate, past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Town over the duration of a contract. Prior to final payment, a vendor may be required to submit proof of current WSIB coverage in good standing.

Where confidential areas / departments are involved, all contractor employees must sign a Confidentiality Agreement.

Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.

Ensure that workers in their employ are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

*Additional specific Health and Safety requirements may be required depending on the situation at hand and the work performed.