



The Corporation of the Town of Smooth Rock Falls

**REQUEST FOR PROPOSAL**  
**FOR**  
**Nuisance Bear Management**

**PROPOSALS – shall be received by the Town, via email by the undersigned until 3:00 p.m. local time on June 8<sup>th</sup>, 2022**

**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

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**DATE ISSUED: June 2<sup>nd</sup>, 2022**

## 1. BACKGROUND

The Town of Smooth Rock Falls requires a Bear Trapper within the Smooth Rock Falls town limits. The Town is requesting proposals from interested parties to capture and relocate nuisance black bears on an as needed and requested basis.

## 2. SCOPE OF WORK

To live trap, relocate, and safe release black bears found to be of nuisance or danger to the residents of Smooth Rock Falls. The awarded contractor is expected to be available and respond within an acceptable timeframe as determined.

The awarded:

- a. Must hold valid certification in the *Problem Black Bear Management Course* (PBBMC) offered by the *Ministry of Natural Resources and Forestry*. If not currently certified, shall be required to successfully participate and complete PBBMC and which shall include recertification and recurrence of full certification to meet MNR regulations.
- b. shall conduct live bear trapping service by being provided with the use of a live bear trap, on loan from the *Northern Development, Mines, Natural Resources and Forestry* (NDMNR) to the municipality of Smooth Rock Falls.
- c. shall translocate the captured animal in a safe and more suitable area away from potential human conflict
- d. shall be responsible to collect, track and report all data for the end-of-season report to the NDMNR

## 3. PROPOSAL REQUIREMENTS

- a. Proposals shall have the following information provided:
  - i. Fee for Cage Setup
  - ii. Fee for Bear Release
  - iii. Fee for Travel: expressed as fee per kilometre
  - iv. Relevant background and experience

- b. Please submit your proposal **to the Treasurer** by **10:00 a.m.** local time on **Monday June 8<sup>th</sup>, 2022**. Proposals received after closing time will not be considered.
- c. The Proposal must be legible; any erasures or overwriting of prices must be initialed.
- d. The proposal must not be restricted by a statement added to the Proposal Form, a covering letter, or alterations to the Proposal Form provided by the Town.
- e. Adjustments to a Proposal already submitted will not be considered. A Bidder desiring to make adjustments to a Proposal must withdraw the Proposal and supersede it with a later Proposal submission.
- f. E-mailed Proposals will be accepted.
- g. All Proposals shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (90) days or until a contract is signed with the Successful Bidder(s), whichever occurs first.
- h. All expenses involved with the preparation and submission of Proposal to the Town or any work performed in connection therewith shall be borne by the Bidder.
- i. 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.

#### **4. LIMITATION OF DAMAGES**

The Bidder 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 Proposal or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the tender bid.

#### **5. 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 Bidders 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 Proposal, that there is a misunderstanding with respect to the conditions imposed by the contract.

## **6. INDEMNIFICATION**

The successful Bidder 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 Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Proposal and subsequent agreement.

## **7. AWARD**

The Town reserves the right to accept or reject any or all proposals, to negotiate with the Successful Bidder(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 Bidder pursuant to this Request for Proposal.

## **8. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)**

In accordance with MFIPPA, this is to advise that any personal information Bidders 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. Bidders 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 Quotations are not to be identified as confidential. The information contained in this Quotation document may be utilized by the Bidder solely for the purpose of preparing a Proposal for submission to the Township. The Town does not authorize any other use of the information for any other purpose. Bidders 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 is accepted it does become public information and must be disclosed upon a request by any member of the public.

## **9. LAWS AND REGULATIONS**

The Successful Bidder shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Successful Bidder 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.

## **10. ACCESSIBILITY STANDARDS**

All Bidders and Bids 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.

## **11. WORKPLACE SAFETY AND INSURANCE BOARD**

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

## **12. 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”).

## **13. 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.

#### **14. SUB-CONTRACTORS**

The Contractor 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 Contractor 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.

#### **15. 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 quotation form.