



Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

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REQUEST FOR PROPOSAL

2021-02

Provision of Engineering Services for a Comprehensive 2021 Roads Needs Study

Issue Date: March 1, 2021

Closing Date and Time:

March 19, 2021 @ 12:00 pm

Late proposals shall not be accepted.

Information or enquiries may be directed, in writing, by submitting a question to Greg Gostick by email at roads@township.mckellar.on.ca

All proposals are subject to the terms and conditions of the Request for Proposal, the accompanying specifications, scope of work, and all other contract provisions or data that are incorporated.

All proposals must be sealed and contain three (3) hardcopies of the technical portion, one (1) hardcopy of the pricing portion, and one (1) softcopy of both portions on a USB flash drive.

The Township of McKellar reserves the right to cancel the Request for Proposal at any time, accept or reject all or part or item of any Proposal, and to accept the Proposal that is in the best interest of the Township.

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1.0 Definitions

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all of the following terms, in accordance with the Township's procurement policy.

- Contract means the written agreement resulting from this Request for Proposal executed by the Township and the successful Proponent
- Consultant means the successful Proponent to this Request for Proposal who enters into a written contract with the Township
- Corporation means The Corporation of the Township of McKellar
- Proponent means an individual or a company/firm that submits, or intends to submit, a proposal in response to this Request for Proposal
- RFP means Request for Proposal
- Township means the Corporation of the Township of McKellar

2.0 Background

The Township of McKellar is a picturesque municipality within the District of Parry Sound. The last roads needs-study was undertaken in 1988. The Township of McKellar has recently passed a Roads Policy in 2020.

3.0 Road Assessment Inspections

The Township of McKellar seeks to collect data for approximately 123km centre line of roads consisting of gravel and low class bituminous (LCB). The Township's current road inventory includes:

- 64 centreline km Gravel;
- 55 centreline km ST
- 4 centreline km LCB

The data must include severity and extent (actual quantities) of pavement distress and be assessed a Pavement Condition Index (PCI). Gravel and earth roads shall be assessed a structural adequacy rating. All data must be summarized to each road section. Each section of data will be identified by road name, section number and from intersection to intersection.

All data collected shall be interpreted in report format with recommended rehabilitation/maintenance strategy, timeline and budget estimates (replacement costs). These recommendations shall consider the roads age and life cycle requirements. In addition, the Township requires an analysis of risks associated with not proceeding with the recommended rehabilitation in the time period provided. The report shall include a minimum ten (10) year road maintenance and capital improvement program intended to sustain the municipal road network and shall be submitted as part of the report. The program shall include a full range of maintenance options from asphalt patching, mill and pave, pulverize and pave to full reconstruction and/or surface treatment.

3.1 Presentation

The Township of McKellar requests that the successful proponent provide a presentation to Council at a Council meeting on the findings of the study. The date of the presentation will be mutually agreed upon by the proponent and the Township.

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4.0 Project Deliverables

- 1) Assess and conditionally rate each road segment so that all road segments can be placed in a prioritization from worst to best
- 2) To identify maintenance, repair and rehabilitation needs of road segments and determine timing of the needs and costs
- 3) Proponent to submit 1 hard copy and 1 soft copy (including excel file).

5.0 Evaluation Criteria & Proposal Format

5.1 Evaluation Criteria

Proposals will be assessed against the following criteria. The Township reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectation of the established evaluation criteria.

Section	Evaluation Criteria	Weight Factor
Technical Section:		
1	Company Overview & Project Team	10%
2	Qualifications and Experience	25%
3	Project Understanding and Approach	30%
4	Schedule of Work	10%
Subtotal – Technical Section		75%
Financial Section:		
5	Financial	25%
Subtotal – Financial Section		25%
Total		100%

If the Technical Proposal receives a score less than 65 points based on the technical evaluation criteria, the proposal will not be considered further. If the Technical Proposal receives a score of 65 points or more based on the technical evaluation criteria, the proposal shall be considered acceptable and be further evaluated.

The Township of McKellar reserves the right to reject any or all proposals. The Township also reserves the right not to proceed with the project without stating reason thereof.

All proposals to be submitted on the understanding that the selection of a Proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract nor shall it create any obligation on the Township to enter into further discussions.

The project will be awarded to the proponent who, in the sole judgment of the Township, provides the best overall value. The Township will not be obligated to select the lowest cost or any proposal. The Township reserves the right to conduct references on the Proponents, the result of which may affect the award decision.

6.0 Selection Criteria & Process

Proponents are advised that only complete Submissions shall be reviewed and evaluated. Should the Evaluation Committee find incomplete Submissions during the evaluation of Proposals, the Proposal shall be disqualified and notification shall be sent to the Proponent.

Proponents are reminded that Proposals received after closing time shall be returned unopened.

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6.1 Notification of Results

When the review and evaluation process is completed and the successful Proponent or Proponents is approved by Council of the Township of McKellar, the Township of McKellar will notify Proponents of the results.

No announcement concerning the awarding of this RFP will be made until a complete review and evaluation is conducted of all Submissions and the successful Proponent or Proponents is approved by Council of the Township of McKellar.

7.0 General Conditions

7.1 Proponents' Expenses

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

7.2 Examination of Request for Proposal Documents

Each Proponent must satisfy themselves by a personal study of the Request for Proposal documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of the Proposals, that there is a misunderstanding with respect to the conditions imposed by this Request for Proposal.

Prices must include **all incidental costs** and the Proponent must be satisfied as to the full requirements of the Request for Proposal. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Proponent require more information or clarification on any point, it must be obtained prior to the submission of the Proposal.

7.3 Acceptance or Rejection of Proposal

The Township reserves the right to reject any or all proposals and to waive formalities as the interests of the Township may require without stating reasons thereof.

Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a Proposal, or recall the Proposals at a later date:

- When only one (1) proposal has been received as a result of the Proposal call
- Where the lowest responsive and responsible Proponent substantially exceeds the estimated cost of the goods or service
- When all proposals received failed to comply with the specifications or Proposal terms and conditions
- Where a change in the scope of work or specifications is required the lowest or any proposal will not necessarily be accepted. The acceptance of a proposal will be contingent upon an acceptable record of ability, experience and previous performance

Each proposal shall be open for acceptance by the Township for a period of ninety (90) calendar days following the date of Closing. Where the proposal documents do not state a definite delivery/work schedule and a submitted proposal is based on an unreasonable delivery/work schedule, the proposal may be rejected.

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7.4 Protection of Work & Property

The successful Proponent shall provide continuous and adequate protection of all work from damage and shall protect the Owner's property from injury or damage arising from or in connection with this work. The successful Proponent shall make good any such damage or injury.

7.5 Sub Contractors

No portion of the work under this award may be subcontracted without the prior written authorization of the Township. The successful Proponent is fully responsible to the Township for the acts and omissions of Sub-Contractors and/or persons directly or indirectly engaged by the successful Proponent in respect to this work. Sub-Contractors will be required to abide by all the requirements of the RFP document as though the primary successful Proponent (Insurance, WSIB, Health & Safety Policy, AODA, etc.). The successful Proponent agrees to bind every Sub-Contractor by the terms of the Contract documents as far as it is applicable to their work. **Failure to obtain this consent may result in cancellation of the contract with the successful Proponent.**

7.6 Health & Safety

The successful Proponent will provide the Township, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Township's safety procedures in accordance with the Occupational Health and Safety Act (re: duties of employers).

7.7 Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Township become the property of the Township. They will be received and held in confidence by the Township, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Proponents are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

All written proposals received by the Township may become a public record, once a proposal is accepted by the Township, and a contract is signed, all information contained therein is available to the public, including personal information, as per the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M.56, as amended.

7.8 Safety Standards

It is the responsibility of the Tenderer to work in a safe and orderly manner so as not to constitute any safety hazards to workers, visitors to the site or local residents. All work shall be performed in compliance with the Occupational Health and Safety Act and associated Regulations, including WHMIS, Confined Space Entry, Trenching & Excavation procedures, the Highway Traffic Act and Regulations, Traffic Control Manual for Roadway Work Operations (MTO), Transportation of Dangerous Goods Act and all other applicable Federal, Provincial and Municipal legislations. All staff must be properly attired with traffic safety vests, hard hats and safety boots. All equipment utilized on site shall be equipped with proper warning lights, beepers and markings as required by the MTO.

8.0 Specific Conditions

8.1 Indemnity

The successful Proponent shall indemnify and save harmless the Corporation of the Township of McKellar from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made brought or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this Proposal.

8.2 Harmonized Sales Tax (HST)

Harmonized Sales Tax (HST) is applicable to the requirements of this Proposal and should be shown separately, as indicated on Appendix C: Schedule of Fees.

8.3 Terms of Payment

Unless otherwise stated herein, the Township's normal terms of payment will be net Twenty-Eight (28) calendar days from the receipt of goods/services or the date of invoice, whichever occurs later. Invoices shall be forwarded to the attention of: The Township of McKellar Finance Department –Accounts Payable 701 Hwy 124, Box 69, McKellar, Ontario, P0G 1C0.

8.4 Firm Pricing

Proposal pricing must be firm for at least ninety (90) days after the Closing date. Prices will be firm for the entire Contract period. Prices quoted are to be in Canadian dollars.

8.5 Assignment of Contract

The successful Proponent shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or corporation, without the prior consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

8.6 Performance

Any undue delays in the execution of work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the successful Proponent shall be deemed to be the responsibility of the Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the successful Proponent.

8.7 Accessibility for Ontarians with Disabilities Act (AODA)

In 2007, the Ontario Government adopted the first AODA Standard, Ontario Regulation 429/07, respecting Accessibility Standards for Customer Service. All public sector organizations in Ontario, including the Township of McKellar, must comply with this regulation by January 1, 2010. The Accessibility Standard for Customer Service also applies to third parties that provide goods and services to members of the public on behalf of a public sector organization.

It is the successful Proponent's responsibility to ensure that it is fully aware of, and meets all requirements under the AODA and associated regulations.

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Upon award and prior to commencement of the work, the successful Proponent(s) must provide confirmation of completion of AODA training. Ensure that the product is accessible to persons with disabilities by providing or arranging for the provision of accessible formats and communications supports, upon request. This requirement will form part of the successful proponent's contract agreement.

<https://www.aoda.ca/free-online-training>

8.8 Cancellation

The Township reserves the right to immediately terminate the Contract for sufficient cause at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

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

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

Either party may terminate the Contract by giving the other party sixty (60) calendar days' written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract. Failure to maintain the required documentation during the term of the Contract may result in suspension of the work activities and/or cancellation of the Contract.

9. Appendix

9.1 Appendix A: Proposal Form

Proponents must complete this form and include with the Proposal Submission

2021-01-PW-Roads Needs Study	
As Supplied by:	
FIRM NAME	
ADDRESS	POSTAL CODE
(HEREINAFTER CALLED THE BIDDER)	

TO: THE TOWNSHIP MCKELLAR
701 HWY 124, BOX 69
MCKELLAR, ON P0G 1C0
(HEREINAFTER CALLED THE CORPORATION)

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The Proponent declares:

- 1) No person(s), firm or corporation, other than the Proponent, has any personal interest in this Proposal or in the award for which this Proposal is made
- 2) No Member of Council, no officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom
- 3) This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same and is in all respects without collusion or fraud
- 4) By signing this submission, I confirm I have read and understand the content and requirements of this Proposal document;

**LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED
ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda.

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda Received

DATED AT _____ THIS _____ DAY OF _____ 2021.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

9.2 Appendix B: Schedule of Fees

Complete the cost summary chart below by breaking down costs, before HST in Canadian Dollars (CAD). Proponents must complete this form and include with the Proposal Submission.

Part	Description	Cost
1	Roads Needs Study	\$
	HST	\$
	TOTAL	\$

The quoted price shall be an upset limit to include all labour, materials, travel, accommodation, meals, long distance charges and incidental expenses incurred by the successful respondent in the provision of all services as specified herein.

RESPONDENT

SIGNATURE

DATE

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Proponent's Name: _____

Business Name: _____

Proponents must complete this form and include with the Proposal Submission. Please ensure all information is legible.

1	Firm/Company Name	
2	Proponent's Contact Person	
3	Office Phone #	
4	Toll Free #	
5	Cellular #	
6	Fax #	
7	Email Address	
8	Website	
9	WSIB Account #	
10	GST Account #	

PROPONENT

SIGNATURE

DATE

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I/WE the undersigned have reviewed the documents and agree to the terms, conditions, and specifications as noted in the Documents.

Company Name and Address:

Tenderers Name and Position:

Signature of Tenderer: _____ Date: _____

Corporate Seal:
(if incorporated)

Phone Number: _____ Fax Number: _____

Email: _____