

**THE CORPORATION OF THE MUNICIPALITY OF
McDOUGALL**

Contract No. 2024-003

RFP to Renovate Municipal Office Council Chambers

RFP Closing Date and Time:

**Thursday May 2, 2024 at
1:00 p.m. local time.**

RFP Opening Date, Time and Location:

**Thursday May 2, 2024 at 1:15
p.m. local time.**

**Municipal Office,
5 Barager Blvd**

Contact Person:

Tim Hunt, Municipality of McDougall
thunt@mcdougall.ca

***(Lowest or any RFP not necessarily
accepted)***



Request for Proposal

Scope of Work

To construct 3 offices spaces within the existing Council Chambers. The successful Bidder will be responsible to prepare and submit a detailed estimate for all materials and labor to complete the restoration. All work must comply with Ontario Building Code (OBC) Standards. Scope may be re-evaluated during construction.

The construction will include removing existing bulk head with lighting and repairing the ceiling. 3 offices and a hallway for access to the offices are to be constructed.

The contractor will be responsible to supply and install all necessary wiring and communication outlets for phone, and power. Each office will have a minimum of 4 - 110v outlets and 4 flush mount ceiling lights. Access corridor will be approx. 4 ft wide with same lighting as offices.

- The contractor must meet with municipal staff on site to review what is expected as a minimum.
- Contractor must work together with I.T. staff in co-ordinating I.T. hardware in each office.

Garbage Removal

- Removal of garbage from site created from building must be removed daily.

Estimated start date May 6, 2024

Estimated completion date June 7, 2024

RFP Price \$ _____

Tax \$ _____

Total \$ _____

Company _____

Company Signing Officer _____

Date _____

INFORMATION TO BIDDERS

1) Delivery and Opening of RFPs/Quotes

RFPs, sealed in an envelope and **clearly** marked with the project/contract title, the project/contract number and RFP name, will be received by the Municipality of McDougall Main Office at 5 Barager Blvd, Ontario P2A 2W9, until **1:00 p.m.**, Local Time on the advertised closing date for receipt of RFPs. The use of the mail for delivery of an RFP will be at the risk of the Bidder.

On the closing day, commencing at **1:15 p.m.** Local Time, the envelopes will be opened and the RFPs will be read and recorded publicly at the above-mentioned address. RFPs will then be checked and analyzed.

2) Disqualification of RFPs/Quotes

Under no circumstances will RFPs be considered which:

- a) Are received after **1:00 p.m.** local time on the advertised closing date for RFPs.
- b) Are not accompanied by a bid deposit (**if applicable**) in the form of a certified cheque, **original** bid bond, money order or bank draft, in the amount specified.
- c) Are sent by fax.
- d) Are not accompanied by a properly executed Agreement to Bond (**if applicable**).

3) Withdrawal or Qualifying of RFPs/Quotes

A Bidder who has already submitted an RFP may submit further RFPs at any time up to the official closing time. The last RFP received shall supersede and invalidate all RFPs previously submitted by that Bidder for this contract. A Bidder may withdraw his/her RFP at any time up to the official closing time by submitting a letter bearing his/her signature and seal as in his/her RFP to the Municipality of McDougall 5 Barager Blvd P2A 2W9. Such a submission must be received in sufficient time to be marked before **1:00 p.m.** local time on the date for closing of RFPs. The Bidder shall show his/her name and the project and contract numbers on the envelope containing such letter. No faxes or telephone calls for the withdrawal or qualifying of RFPs will be considered.

3.1) Accept or reject RFPs

The proponent is advised that the Corporation of the Municipality of McDougall reserves the right to reject any or all bids. The Municipality of McDougall may also, at its sole discretion, award the proposed work to other than the low bidder. The proponent is advised that failure to satisfy any term or condition of this RFP may result in the rejection of said RFP. Further, any incomplete bids, bids not properly signed/dated, bids received after the closing date/time, bids that contain restrictions and/or provisions, bids completed in pencil, bids with incomplete calculations, bids lacking required information, will be rejected as incomplete.

3.2) Bidder Disqualifications

The Municipal Council or CAO or designate reserves the right to disqualify and remove from the bidding process those Bidders whose historical performance has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions. Disqualification or removal may occur where the Municipality has documentation where the non-performance issue(s) had been communicated to the Bidder and that

sufficient time had been provided for corrective action yet the issue(s) was not resolved to the satisfaction of the Municipality or designate.

4) Informal or Unbalanced RFPs/Quotes

All entries in the *Form of RFP/Quote* shall be made in ink, by typewriter or by printer. Uninitiated entries or changes made in pencil shall be deemed invalid. RFPs which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations (unless properly and clearly made and initialed by the RFP signing officer), or irregularities of any kind, shall be rejected. The Municipality reserves the right to waive formalities at its discretion. RFPs who have submitted RFPs that have been rejected by the Municipality because of informalities will be notified of the reasons for the rejection within ten (10) days after the closing date for RFPs.

RFPs that contain prices which appear to be unbalanced and likely to affect adversely the interests of the Municipality may be rejected. Wherever in a RFP the amount RFP for an item does not agree with the extension of the estimated quantity and the RFP unit price, the unit price shall govern and the amount and the Total RFP Price shall be corrected accordingly, unless otherwise decided by the Municipality.

If a RFP has omitted to enter a price for an item of work set out in the *Form of RFP*, he/she, unless he/she has specifically stated otherwise in his/her RFP, will be deemed to have allowed elsewhere in the *Form of RFP* for the cost of carrying out the said item of work and, unless otherwise agreed to by the Municipality, no increase shall be made in the total RFP Price on account of such omission.

5) Examination of Site

Each Bidder should visit the site of the work before submitting his/her RFP and must satisfy him/her by personal examination as to the local conditions to be met with during the construction and conduct of the work. He/she shall make his/her own estimate of the facility, materials and difficulties to be encountered including the nature of the subsurface materials and conditions. He/she is not to claim at any time later in the submission of his/her RFP that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

Any person who proposes to carry out any investigation of any property relative to the proposed works shall, before entering the said property, and any other property, and before commencing the said investigation, notify the owner and occupant of the said Property of the nature and extent of the proposed investigation, notify the owner and occupant of such other property of the access required and obtain the agreement in writing thereto of all such owners and occupants. The person who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate the property and shall be responsible for all damage and claims resulting therefrom in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the owner and the Municipality shall not be responsible for any disturbance to or reinstatement of any property or for any damage or claims referred to therein.

6) RFP/Quote

Each RFP/Quote shall include the *Information to Bidder* and a completed *Form of RFP*, together with any further forms or sheets, which the Bidder is instructed elsewhere herein, or in any addendum hereto, to submit with this RFP.

7) Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the RFP documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the Municipality, in writing and not later than four days before the closing date for RFPs. If the **Municipality** considers that a correction, explanation or interpretation is necessary or desirable, he/she will issue an Addendum to all who are listed on the *Request for RFP Obtained Register*. No oral examination or interpretation shall modify any of the requirements or provisions of the RFP documents.

The Bidder also declares that in RFP for the work and in entering into the contract he did not and does not rely upon information furnished by the Municipality or any of its servants or agents respecting the nature or confirmation of the ground at the site of the work, or the location, character, quality or quantity of the materials to be removed, or to be employed in the construction of the work, or the character of the equipment or facilities needed to perform the work, or the general and local conditions and all other matters which could in any way affect the performance of the work under the contract other than information furnished in writing for, or in connection with the RFP or the contract by the Municipality, except information specifically excluded from this subsection.

8) Quantities are Estimated

The quantities shown for unit price items in the *Form of RFP* are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price. For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices RFP.

9) Bidders Liabilities

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any Bidder prior or subsequent to or by reason of the acceptance or the non-acceptance by the Municipality of any RFP or by reason of any delay in the acceptance of a contract being prepared and executed. The municipality reserves the right to reject any or all RFPs and to waive formalities, as the interests of the Municipality may require, without stating the reasons. The lowest or any RFP will not necessarily be accepted.

10) Agreement and Contract Execution

If the successful RFP fails to provide the Municipality, within the ten-day period, the executed agreement, together with requirements as specified within, the Municipality may accept another RFP, advertise for new RFPs, negotiate a contract or not accept any RFP, as the Municipality may deem advisable.

11) List of Sub-Contractors

The Bidder agrees to submit a list of any sub-contractors who will be carrying out any part of this contract. This list shall show the names of the proposed sub- contractors and for what work each sub-contractor will be responsible. The Municipality has the right to reject any of the sub-contractors so named. In this event, the RFP shall arrange to have the proposed work done by such other sub-contractor as may be approved by the Municipality. Only one name shall be shown for each sub-trade.

The bidder shall not be allowed to substitute the other sub-contractors in place of those named in the RFP without written approval from the municipality. Should the bidder cease operations, under no circumstances shall sub-contractors be allowed to continue to work on the site unless an authorized representative of the bidder is present on the site at all times. The bidder shall notify the municipality in writing of the names and positions of the person, or persons so representing the RFP.

12) Workplace Safety and Insurance Board (WSIB) and Provincial Retail Sales Tax Requirements

The contractor shall at the time of entering into this contract with the Municipality, shall furnish a satisfactory clearance certificate from the Workplace Safety and Insurance Board stating that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid. The selected RFP shall submit such statutory declaration or clearance certificate to the Municipality in duplicate together with the Agreement executed by the said RFP. One copy of the statutory declaration or clearance certificate shall be attached to each of the two executed sets of the contract. The proponent certifies that it has met all of its obligations to comply with Workplace Safety and Insurance Board and Provincial Retail Sales Tax requirements, so that it is able to do business in Ontario.

13) N/A

14) Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful bidder is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provide, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

15) Inquiries During RFP/Quoting

Bidders are advised that inquiries regarding the RFP documents shall be directed in writing to Tim Hunt, CAO/Director of Operations and or Kim Dixon, CBO. Site meeting will mandatory.

16) Insurance

General liability insurance in the amount of at least **\$2,000,000.00** coverage for any one claim must be carried by the contractor. In addition, the Municipality shall be named as an additional insured party. Both owned and non-owned vehicles employed under this contract will require a minimum of **\$1,000,000.00** coverage in any one claim, showing the Municipality as one of the insured parties. The RFP to whom this contract is awarded shall supply the Municipality with proof of insurance and a copy of the policy prior to the signing of the contract by Municipal officials and provide coverage throughout the term of the contract in the amounts specified.

The insurance policies shall comply with all requirements of the funding agencies herein attached.

17) Hold Harmless

The contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Municipality of McDougall harmless, and indemnified for all such damages and claims for damage.

18) Additional Work

- a) All unforeseen and or additional work to be performed by the contractor must be approved by Tim Hunt or Kim Dixon prior to commencement of the work.
- b) All additional work, of similar nature to this contract, shall be charged at the contract unit price.

19) - 20) N/A

21) Terms of Payment

Contractors shall submit the following to the Municipality:

21.1) Proper Invoice Details

- a) Contractor's full legal name;
- b) Contractor's full address – place of business and/or head office, email address, telephone number
- c) Municipality contact information including: Municipality Project Manager's First and Last name, Title and Department;
- d) Valid HST Registration Number;
- e) Invoice Date;
- f) Unique Invoice Number;
- g) Applicable RFP/RFQ Number, Municipality Contract, Project Number and Project Site Address;
- h) Description of Work including a summary breakdown for each respective goods, materials or service category;
- i) Invoice Period;

- j) Amount Due – separate line items showing the subtotal, HST and total amount due; and
- k) Previously invoiced amounts and total amounts invoiced to date

21.2) Method of Delivery

- a) The Contractor shall send invoices via electronic mail to both the attention of the Municipal contact(s) specified in the Contract and/or Purchase Order and the Treasurer. The Contractor shall reference the invoice Purchase Order number in the email subject line.
- b) Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c) Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.
- d) Invoice Blackout Dates – No construction invoices will be accepted by the Municipality between the period of December 10th to January 2nd (inclusive) of the following year. Invoices received during this period will be deemed received by the Municipality on January 3rd.

21.3) Processing of Proper Invoices

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

21.4) Payment Disputes

- a) Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b) If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c) The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- d) No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e) Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f) If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

Detailed invoices must be submitted in duplicate to:

Tim Hunt

Municipality of McDougall
5 Barager Blvd
McDougall, Ontario P2A 2W9

22) Anticipated Start Date/ Completion Date

The anticipated start date for this contract will be May 6, 2024 and be completed no later than June 7, 2024.

23) Fixed Completion Date and Charges

The Contractor shall complete the work by **June 7, 2024**. If this time limit is not sufficient to permit completion by the Contractor working a normal number of hours, the contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.

FORM OF RFP

The bidder has carefully examined the Provisions, Specifications and Conditions referred to in the RFP Documents hereto as part of the work to be done under this Contract. The Bidder also understands and accepts the said Provisions, Specifications and Conditions and hereby states that the prices set forth in this RFP include full compensation to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Specifications and Conditions referred to in the said RFP Documents.

The Contractor understands and accepts that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required or exceed approved budget limits.

Project Description: 2024 Renovation Municipal Office Council Chambers

Project Location: 5 Barager Blvd., McDougall, ON, P2A 2W9

Offered on behalf of

Contractor:

Address:

Telephone:

Fax number:

Authorized Signature:

Witness Name (Please Print or Type):

Witness Signature:

Date:

Seal:

Contractor Bid \$ _____

Taxes \$ _____

Total Bid \$ _____



THIS AGREEMENT made in duplicate this _____ day of _____ 2024

BETWEEN: THE Municipality of McDougall

Hereinafter called the Municipality of the FIRST PART

-And-

(_____)
Hereinafter called the Contractor of the SECOND PART

WITNESSETH that the Contractor for and in consideration of the payment provided herein to be made to the Contractor by the Municipality, shall supply all labor, materials and equipment required to perform the work as described in

Contract No.

In accordance with accompanying *Information to RFP* and *Form of RFP*, all of which form part of this agreement.

WITNESS that the Municipality agrees:

- . To provide the Contractor with the access to its land to such extent as may be necessary for the performance of the work under this contract.
- . To pay the Contractor as set forth in the *Information to RFP* of this Contract.

IN WITNESS WHEREOF the Contractor and the Municipality have respectively affixed their corporate seals and the hands of their proper officers on the day and year first above written. SIGNED, SEALED and DELIVERED in the Presence of:

CONTRACTOR

THE CORPORATION OF THE
MUNICIPALITY OF MCDOUGALL

Name of Contractor (Print)

Dale Robinson, Mayor

Signature of Contractor

Lori West, Clerk

Witness

I/We have the authority to bind the
Corporation.

Date

Date