



Request for Proposal

P-2021- 09

**Consultation Services for the Detailed
Inspection of Various Bridges, Culverts and Structures
MUSKOKA LAKES PUBLIC WORKS DEPARTMENT**

Closing Date:	Wednesday, July 5, 2021
Closing Time:	2:00 p.m., Local Time
Closing Location:	Township of Muskoka Lakes 1 Bailey Street Port Carling, Ontario P0B 1J0

Township of Muskoka Lakes Website Address:

www.muskokalakes.ca

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Statement of Requirements

Introduction

The Township of Muskoka Lakes is seeking proposals from qualified consultants to execute the detailed visual inspections of their network of bridges, culverts and miscellaneous structures (henceforth referred to as “structures”). The Township of Muskoka Lakes is situated within the District of Muskoka which is a part of Northern Ontario.

Schedule of Events

The events and dates listed below are usual events of the Proposal process. The schedule provided is for guidance only and the Township reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date	Time
General		
Issuance of RFP	June 14, 2021	
Submission of Questions	June 23, 2021	4:00 pm
Response to Questions	June 25, 2021	4:00 pm
Submission of Proposals	July 5, 2021	2:00 pm
Award of Assignment on or before	July 12, 2021	
Inspection Program and Final Report		
Start of Inspection Program	July 19, 2021	
Completion of Inspection Program	August 16, 2021	
Submission of draft final report	September 15, 2021	
Submission of final report	September 30, 2021	

Proposal Package

The following chart is a checklist of information and documents to submit in the Proposal Package.

Requirement	Submitted?
1-Bound Copy of Proposal	
1-Electronic Copy of Proposal on a Memory Stick	
Completed Section 6	

Definitions

1. **“Authorized Agent”** is a representative of the Proponent who has the authority, or appears to have the authority, to enter into a contract on behalf of the Proponent.
2. **“Award”** is the acceptance of a Proposal in accordance with this Request for Proposal, as evidenced by the Township’s written notification to the selected Proponent.
3. **“Budget”** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.
4. **“Township”** means The Corporation of the Township of Muskoka Lakes (TML).
5. **“Contract”** means legal agreement to be entered into by the selected Proponent.
6. **“Council”** means the elected representative of the people of the Township of Muskoka Lakes with respect to municipal administration.
7. **“Insurance Certificate”** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Proponent is insured in accordance with the Township’s requirements.
8. **“May or Should”** used in this RFP document shall be permissive and discretionary but recommended.
9. **“Project”** refers to the set of goods and services required by the Township as outlined in the Request for Proposal and to be provided by the Consultant as outlined in the Proposal.
10. **“Project Administrator”** refers to the person, as designated by the Township, who is responsible for providing for the Township’s obligations and rights under the Contract.
11. **“Project Manager”** refers to the person, as designated by the Consultant, who is responsible for providing for the Consultant’s obligations and rights under the Contract.
12. **“Proponent”** Person who submits a Proposal.
13. **“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of the Township containing terms and conditions.
14. **“Proposal Package”** is the submitted sealed package that includes the Proposal and any documents requested for evaluation.

15. **“Request for Proposal (RFP)”** is a solicitation from the Township to potential Agencies to submit a Proposal.
16. **“Shall or Will”** used in this RFP document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.
17. **“Consultant”** is the company, corporation, agency or professional service provider that has entered into a contract to perform the services detailed and contemplated in this Request for Proposal.

Section 1-Proposal Information

This section of the Request for Proposal (RFP) describes the process to submit a Proposal. Please read this section and all proposal sections and documents carefully.

1.1 Communication Regarding the Request for Proposal

All communication concerning this Request for Proposal shall be in writing and directed to:

Tim Sopkowe, Public Works Technician
Township of Muskoka Lakes
Email: tsopkowe@muskokalakes.ca

No person other than the above named person or his or her authorized representative is authorized to speak for the Township with respect to this Request for Proposal. A Proponent who seeks to obtain information, clarification or interpretation from another Municipal official or employee is advised that such material is used at the Proponent's own risk, and the Township shall not be bound by any such representations.

Answers to questions and clarifications may be released in the form of an addendum should the Township determine the information is relevant to all Proponents. Any questions shall be sent to the above noted representative, in writing, on or before the date indicated above. Questions received after this date will not be answered.

No verbal arrangement or Contract, relating to the goods, materials, supplies, equipment, services and construction specified or called for under this document will be considered binding and every notice, advice or other communications pertaining to it, shall be in writing.

1.2 Information Meeting/Teleconference - How to Complete the Proposal Package

The Proponent has the option to request a meeting or telephone conference to go over the Request for Proposal document and submission requirements.

Contact the above named individual on or before June 23, 2021, to request a meeting/ teleconference to be set up for all interested in participating. No requests will be addressed after this date. This meeting will not address service requirements or technical questions, see item 1.1 for information on how to ask a question in writing. The information meeting will go over the process for submitting a proposal.

1.3 Electronic Communications

All enquiries received via electronic mail waive all rights of confidentiality of the enquiry in the method of transmission and the Proponent shall assume all risks of such methods of communication.

1.4 Addenda to the Request for Proposal

The Proponent is advised that any changes to the Request for Proposal shall only be done by formal written addendum issued by the Township. The Township hereby reserves the right in its sole discretion to amend this Request for Proposal any time prior to the closing date and time. The Township reserves the right in its sole discretion to amend the RFP at any time within the irrevocable period after the RFP closes by the issuance of a post-closing time Request for Proposal addendum.

All interested Proponents shall register with the Public Works Administrative Assistant, Pam Barager (pbarager@muskokalakes.ca) to be on the distribution list for any addenda or any information released on this Proposal.

The addendum notice will be distributed electronically by an email notice. The Proponent may receive the addendum document by request.

Proponents may be requested to confirm receipt of each addendum. Refer to the Proposal Form for requirements. It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their proposal or, in any event, prior to the close of the RFP, as a proposal cannot be amended or withdrawn following close of the Request for Proposal, for any reason.

A registered Proponent can contact the Public Works Administrative Assistant to confirm if an addendum has been issued for this specific proposal by proposal number. To request the addendum be sent to the Proponent, send an email to: pbarager@muskokalakes.ca or phone 705-765-3156 Ext 252. Indicate how the addendum is to be sent at that time.

1.5 Cost of Responding to the RFP

All costs directly or indirectly incurred by the Proponent in responding to this Request for Proposal shall be at the sole cost of the Proponent.

1.6 Submission of Proposal

A sealed Proposal Package shall be submitted at or before the closing date and time; **Wednesday, July 5, 2021, at 2:00:00 p.m. local time.**

Clearly address the Proposal Package as follows:

**Township of Muskoka Lakes Main Office
1 Bailey Street,
PO Box 129
Port Carling, ON
P0B 1J0**

Attention: Ken Becking, Director of Public Works

Re: P-2021-09 Consultation Services for the Detailed Inspection of Various Bridges, Culverts and Structures

Provide the Proposal Number, Company Name and the Return Address information on the outside of the Proposal and Courier Packages.

Facsimile and electronically mailed proposals will not be accepted, acknowledged and will not be returned.

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 its proposal is received on time and at the Main Office at the Township. A proposal delivered after the closing date and time shall not be accepted or considered and shall be returned to the Proponent unopened.

The proposal shall be irrevocable for any reason for a period of not less than sixty (60) days following the closing date.

1.7 Proposal Package

The sealed Proposal submission package shall contain one (1) bound Original Proposal and one USB of the Proposal. The package must include the original, signed Proposal sheet and any forms provided in the Request for Proposal document to be completed by the Proponent.

1.8 Suspension of Service of the Main Office (Office Closed) at the time of the Proposal Closing

In response to the Covid-19 pandemic, the main Office is currently closed to the Public. A drop box is located outside the office doors for all mail deliveries to the Township Office which is checked at minimum once per day, Monday to Friday. The drop box will be checked at exactly the specified Closing Date and Time. Any proposals received after this time will not be opened and will be returned.

1.9 Public Proposal Package Opening

Proposals shall not be opened in public. After receipt of the proposals, all proposals received will be carefully reviewed for compliance and evaluated by consensus by an evaluation committee prior to making any recommendation for an award.

1.10 *Municipal Freedom of Information and Protection of Privacy Act*

The Township is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended. Any Proponent who requires that the information in its proposal be kept confidential shall explicitly advise the Township of that fact by stamping or boldly marking the

information as “Confidential”. Release of any information not marked as confidential will be in compliance with the Township’s policies and procedures. Proposal results are reported to Council and the reports are for public information. The Township may be required to submit information of the proposal or Proposal Packages received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

1.11 Proposal Package Submissions Information Release to Other Proponents

The number of proposals received and the names of the Proponents are confidential and shall not be divulged prior to the proposal opening.

1.12 Request to Withdraw a Proposal Package Submission

Requests for withdrawal of a proposal shall be allowed if the request is made before the closing date and time for the proposal to which it applies. Requests shall be directed to the Director by letter or in person, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal on the same Contract.

1.13 Proposal Returned Unopened

A Proposal Package received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

1.14 Submission of More Than One Proposal Package – Two Scenarios:

- a) If two Proposals for the same Request for Proposal are received in the same envelope, the Proposals shall be contained in separate envelopes within the exterior envelope and shall be marked as Proposal A and Proposal B.
- b) If two Proposals for the same Request for Proposal are received in different envelopes the envelope with the latest date and time received shall be considered the intended Proposal.

1.15 Joint Venture Proposal Package

If a joint venture is responding to the Request for Proposal the Proposal Package shall be submitted by a lead Proponent and the others named as subcontractors.

1.16 Adjustment to a Proposal Package

Adjustments by telephone, and facsimile (Fax), e-mail or letter to a Proposal Package already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal shall withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing date and time.

1.17 Erasures, Overwriting or Strike-outs

The Authorized Agent signing on behalf of the organization, shall initial erasures, overwriting or strike-outs on all parts of the original submission.

Section 2-Proposal Terms

Each Proponent, by submitting a proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

2.1 Form of Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Proposal Form:

- a) The "Form of Proposal", Section 6 and "Proposal Acknowledgement" as supplied by the Township shall be completed with the contact information and signed with the authorized signature of the Proponent or of a designated official of the organization and submitted in the Proposal Package. An original signed document is required in the Proposal Package. A colour or black and white photocopy of a signature shall be rejected.
- b) All Proposal information and pricing shall be legibly written in ink or by computer or typewriter.
- c) The Proposal shall not be restricted by a statement added to the Form of Proposal or a covering letter or alterations to the Form of Proposal provided by the Township.

2.2 Specifications and Requirements

It is understood and agreed that each Proponent, by careful examination, satisfy him/herself as to the specifications of goods; nature of the service and the work, the character, quality and quantity of the task, the general and local conditions, warranty and all other matters, which can in any way affect the goods or service.

Each Proponent is directed to carefully examine the proposal documents and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper to determine the correctness of the information so obtained.

While the Township has made every effort to ensure the accuracy of the information provided in this Request for Proposal and otherwise to the Proponent, the Proponent shall not make any claim against the Township for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by the Township, private company or individual.

2.3 Omissions, Discrepancies, Clarifications and Addenda

Considerable effort has been made to ensure an accurate representation of information in this proposal document. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the

matters addressed in the Request for Proposal.

Should a Proponent find omissions from, or discrepancies in, any of the proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent's responsibility to immediately notify the Township in writing. (Reference Section 1.1 for contact information)

If the Township considers that a correction, explanation or interpretation is necessary or desirable, the Township may issue a written addendum to all who have registered their interest in the Proposal.

2.4 Mathematical Errors

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total proposal fees.

2.5 Allocation of Risk

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of non-acceptance by the Township of any proposal submission or by reason of any delay in its acceptance.

2.6 Cancellation of Request for Proposal

The Township reserves the right to cancel the Request for Proposal at any point in the process without liability to the Proponent.

2.7 Future Opportunity to Submit a Proposal

The Township reserves the right to remove from the list of Companies, for an indeterminate period, the name of any selected Proponent for failure to enter into a Contract, or the name of any Proponent for unsatisfactory performance of a service or delivery of a good, in accordance with the Purchasing Policy.

Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the Township to disqualify a proposal or terminate any contract formed without liability and for cause. The Proponent shall be aware of the Township's Conflict of Interest Policy.

2.8 Terms and Conditions of Service Performance Contract

The standard terms and conditions of service contained in Section 4 of this Proposal are general terms that will be in a final contract. A contract will be prepared in consideration of this RFP and the selected proposal for an award and any details negotiated through a "Best and Final Offer".

The terms and conditions of a final contract for any award with all relevant documents, deliverables and specifications referred to therein, shall apply. The Proponent agrees to the standard terms and conditions and, if selected, will fulfill its obligations according to the RFP documents and the contract.

2.9 Lobbying

In order to ensure fairness to all Proponents, the Township shall endeavour to prevent unfair advantage created by lobbying. Therefore, the Township reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive process between a date that is no later than the date of issue of the document and the date of signing of a contract between the Township and the selected Proponent(s). The Township may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the Township, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- a) Verbal or written approaches to any Municipal staff other than those identified as contacts in the procurement document.
- b) Verbal or written approaches to any Municipal Council member.
- c) Verbal or written approaches to the Member of Parliament, Members of Provincial Parliament or any related government ministries.
- d) Verbal or written approaches to any staff of the Premier's Office, Cabinet Office or any other member of Cabinet or equivalent federal counterpart.
- e) Verbal or written approaches to any expert or other advisor assisting the Evaluation and Selection Committee.
- f) Verbal or written approaches to any member of the Proposal Evaluator, or an Evaluation and Selection Committee.
- g) Direct or indirect requests by the Proponent to any person, organization or group to provide a written or verbal expression of support not required by this competitive process to any member of the Evaluation and Selection Team, Committee or Council.
- h) Verbal or written communication with media organizations.

2.10 Legal Proceeding with the Township

No Proposal will be accepted from any company which has a claim or has instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding without prior approval by Council.

2.11 Indemnity

By submitting a Proposal to the Township, the Proponent agrees that he/she shall be responsible for and shall give adequate attention to the faithful prosecution and completion of all matters pursuant to the contract. In addition to the protection provided, the Proponent shall promptly indemnify and save harmless the Township from all suits and actions for damages and costs to which the Township might be put by reason of injury to or death of persons and damage to property resulting from negligence, breach, fault, act, omission, default, carelessness or any other cause in the service performance of this Contract. The indemnity obtained in the contract shall not be prejudiced by, and shall survive the termination of the contract.

2.12 Conflict Of Interest

Failure by a Proponent and/or their affiliates to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the Township to terminate any Contract formed or Purchase Order without liability and for cause. The Consultant shall be aware of the Township's Code of Conduct and the Township's Conflict of Interest Policy.

2.13 Gratuities

The Proponent shall certify that no officer, Councillor, or employee of the Township has benefited or will benefit financially or materially from the Contract. A Consultant will be disqualified for future Proposals or a Contract or Purchase Order will be terminated by the Township if it is determined that gratuities of any kind were either offered to, or received by, any Municipal officer, Councillor or employee. The Consultant shall be aware of the Township's Code of Conduct and the Township's Conflict of Interest Policy.

Section 3 – Proposal Organization Evaluation and Selection

3.1 General Proposal Process

All proposals will be requested, received, evaluated, accepted and processed in accordance with the Township's Purchasing Policy including amendments.

The Township reserves the right in its sole discretion to:

- a) Waive irregularities and/or minor non-compliance by any Proponent with the requirements of this Request for Proposal.
- b) Request clarification and/or further information from one or more Proponents after closing without becoming obligated to offer the same opportunity to all Proponents.

3.2 Proposal Content and Organization

The Proposal should be organized so as address and comply with the requirements set out below. Proponents are advised that only complete submissions will be reviewed and evaluated.

a) Company Profile

Provide a description of your firm, number of employees, capability and means to complete the requirements. Include your firm's years of experience relevant to the proposed Project. Provide a list of similar projects undertaken by your firm, the date when the work was completed and the associated employees whom undertook the work. Identify if your firm has any pending, outstanding or recent (within the past five years) lawsuits related to similar services requested in this Proposal.

b) Project Understanding

Clearly demonstrate your understanding of the project scope of work and the Township's requirements.

c) Project Approach and Methodology

Propose a detailed approach for undertaking the project and tailoring your services to meet the Township's requirements. Also include a complete description of the method proposed to meet the objectives of the Project, being sure to address the requirements set forth in Section 5.

d) Project Team and Relevant Experience

List proposed team members, including subcontractors, and include a resume (CV) for each which demonstrates relevant experience and qualifications. Identify the level of involvement in each proposed task. Identify prior projects on which they have worked that are relevant to the Project. In particular, detail

the qualifications of the Project Manager to provide effective management of the Project.

e) References

Provide three (3) or more Municipal references that can be contacted where recent relevant projects have been completed or are in progress. In particular, provide municipal contacts who can verify your firm's capabilities and qualifications through experience.

f) Project Schedule and Management Plan

Present a task-based schedule (e.g. Gantt chart) and management strategy for the Project. Identify factors that may influence timely and effective completion of the Project, and provide strategies for managing these.

g) Proposed Fee Calculation

Provide a time task matrix to clearly demonstrate how the effort of the project team members will be distributed to the phases and tasks of the project. Provide charge rates for all team members and disbursements so as to demonstrate the cost for each phase of the project. Provide a total lump sum amount inclusive of all fees and reasonably foreseeable disbursements to complete the project as detailed in the request for proposal.

h) Project Fee

The Proposal shall clearly propose a lump-sum project fee to be paid by the Township to the Consultant for completion of the Project. This fee shall include any and all reasonably expected and foreseeable costs and disbursements arising to be incurred by the Consultant while undertaking the Project.

3.3 Proposal Length

The main body of the Proposal is recommended to be no more than twenty-five (25) pages in length. Notwithstanding this, appendices to the main body are acceptable if they provide supporting information on corporate profile, resumes and CVs, etc. or charts and tables so as to streamline reading of the Proposal.

3.4 Proposal Evaluation

The Proposal Package will be subject to a comprehensive analysis and evaluation by an evaluation committee to determine the overall value of the Proposal to the Township. The Proposal Package will be checked for compliance with the RFP. In particular, the Proposal Package shall:

- a) Reflect the required Proposal content and organization as set forth in Section 3.2.
- b) Adequately address the requirements set forth in Section 5.
- c) Have regard for overall quality, readability, completeness and level of compliance with the RFP.

Proposals will be evaluated by an evaluation committee designated by the Township, the proceedings of which are confidential, in accordance with the table below:

Reference	Category	Weighting
	Company Experience	10
	Project Understanding	15
	Proposed Methodology	25
	Staff Qualifications and Experience	25
	Project Schedule	5
	Fee	20
	Total	100

The proposed fee of a Proposal will be scored on a weighted basis as per Section 3.1 according to the following formula:

$$\frac{\text{Lowest Fee Among Proposals Being Evaluated}}{\text{Fee of Proposal Being Evaluated}} \times \text{Weight of Project Fee}$$

The Proposal achieving the highest total score out of 100 points will be recommended to Municipal Council for award, subject to budgetary constraints.

The Township reserves the right to make adjustments to this formula to reflect imbalances, discrepancies or a change in Project scope to meet budgetary constraints or other objectives of the Township.

3.5 Confidential Presentation

If the evaluation does not lead to a preferred candidate, up to three (3) of the highest scoring Proponents may be requested to provide the evaluation committee with a confidential presentation to support the Proposal. Whether such a presentation occurs is entirely at the Township's discretion. No Proponent is entitled to be present or to receive any information regarding the presentation of any other Proponent. During the evaluation period, normally the 2-week period after the RFP closes, the Proponent shall be prepared to present to the evaluation committee upon request. Representatives of the Proponent that present shall be fully versed on the contents of the RFP and the Proposal and shall have the full authority to bind the Proponent to any matters discussed at the presentation. The evaluation committee will reevaluate the Proposal based on the information discussed and presented.

3.6 Terms of Award

a) The lowest or any Proposal will not necessarily be accepted and the Township

- reserves the right to award any portion of the Proposal;
- b) Proposals are irrevocable for sixty (60) days from the date the Proposal is opened;
 - c) The award of the Contract may be subject to approval of the Council of the Township of Muskoka Lakes and the availability of funding; and
 - d) An award is non-exclusive to the Proponent.

3.7 Selection for Award

Upon receiving approval to award the Proposal, the Township shall contact the selected Proponent by mail, courier or by e-mail to the contact person named at the address given in his/her Proposal Package.

When so requested by the Township, the selected Proponent shall execute a formal contract with the Township for the complete performance specified therein. The Proposal, Request for Proposal and any addendum issued will form part of the Contract. Acceptance of the Proposal will occur when the contract has been signed by both parties. The Contract shall reference this Proposal to describe the terms, conditions, performance requirements and specifications that the Contract is authorizing.

3.8 Complete Proposal Package

The Proponent is advised to ensure that their offer is a complete Proposal. All information submitted and made available will support the Request for Proposal specifications and requirements. Any waiver or clarification will not be considered as an opportunity for a Proponent to correct errors or change the offer in his Proposal.

Section 4 – Performance Contract Standard Terms & Conditions

The Proponent is responsible for obtaining, understanding and complying with this agreement.

4.1 Commencement and Completion of Work

It shall be the intent of the Project that once the Consultant commences work, continuous working days, (except Saturday, Sunday and Statutory Holidays unless prior approval given), shall be used to complete the Project to the Project Administrator's satisfaction no later than September 30, 2021. The Township expects the Consultant to commence work on the Project on or before July 19, 2021, allowing approximately TWO (2) months for completion of the Project.

4.2 Accessibility for Ontarians with Disabilities Act

The Corporation of the Township of Muskoka Lakes shall incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so. The Township shall commit to the Township of Muskoka Lakes Integrated Accessibility Policy #2013-201.

If the Corporation of the Township of Muskoka Lakes determines that it is not practicable to incorporate accessibility criteria and features when procuring or acquiring goods, services or facilities, it shall provide upon request an explanation.

All Consultants, Suppliers and Contractors who provide goods, services or facilities shall comply with the Accessibility for Ontarians with Disabilities Act, 2005; all Regulations emanating therefrom and the Corporation of the Township of Muskoka Lakes' Integrated Accessibility Policy #2013-201.

All Consultants, Suppliers and Contractors who provide goods, services or facilities shall ensure that all of its employees, volunteers and others, for which the supplier, contractor is responsible for, are compliant with the training requirements as legislated under the Ontario Regulation 429/07 (section 6), Accessibility Standards for Customer Service.

4.3 Insurance

The selected Consultant shall submit the required insurance certificate within seven (7) days of notification of selection for the award. The insurance coverage shall be for:

- a) Commercial general liability, including bodily injury including death, property damage, personal injury, contingent employer's liability and cross liability. The limit of liability required is no less than five million dollars (\$5,000,000.00) per occurrence, and no less than five million dollars (\$5,000,000.00) per claim;
- b) Motor Vehicle Liability Insurance including Non-Owned automobile of not less

- than five million dollars (\$5,000,000.00) per occurrence; and
- c) Professional Liability Insurance in respect to the services provided by the Consultant with policy limits of not less than \$5,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

All insurance costs shall be at the Consultant's sole cost and expense. The Consultant shall be required to pay any deductible amounts in connection with all insurance policies.

If selected, the Consultant shall provide a Certificate of Insurance with the Township, its council and employees and any persons, firms or corporations designated by the Township as additional insured's as their interest may appear to the Commercial General Liability policy and shall contain a clause that the insurer will not cancel or change the insurance without giving the Township thirty days prior written notice. The Consultant shall provide the Township with a new Certificate of Insurance showing any changes. All policies shall be written with insurance companies qualified to do insurance business in the Province of Ontario. The insurance shall be with insurers acceptable to the Township and with policies in a form satisfactory to the Township.

4.4 Workplace Safety Insurance Board Clearance Certificate (WSIB)

A WSIB Clearance Certificate be supplied by the Selected Consultant within 7 days of notification of selection for award. A Certificate of Clearance issued by the WSIB with the WSIB number and proof of satisfactory standing is mandatory for the Selected Bidder.

4.5 Amending of the Contract

The Contract may be amended in writing by the consent of both the Township and Consultant.

4.6 Termination of Contract

In addition to any other right of termination specifically provided for in the Contract, the Contract may be terminated for the Township's convenience, and without requirement of cause, by giving at least 30 Days' notice of termination to the Consultant.

Upon termination of the Contract or upon notice of the intent to terminate this Contract, the Consultant will promptly review all work in progress and take all necessary steps to wrap up the project within five (5) business days. The Consultant will determine the appropriate professional course to be followed in closing and transferring files and information. This will be monitored by the Township. All files relating to the project shall be provided to the Township. The Township will pay reasonable costs associated with wrapping up the project.

4.7 Termination With Cause

In addition to any other right of termination specifically provided for hereunder, this Contract may be terminated upon the occurrence of any of the following:

- (a) Upon giving written notice if a Party commits a material default or breach of any of its obligations hereunder which is not cured within five (5) Days after written notice is provided to the defaulting Party;
- (b) Immediately upon the occurrence of any one of the following events:
 - (i) the other Party is dissolved, liquidated, adjudicated bankrupt, becomes insolvent, files or has filed against it a petition under any bankruptcy or insolvency law which is not dismissed within thirty (30) Days, or makes an assignment for the benefit of its creditors; or
 - (ii) a court assumes jurisdiction of the assets of such other Party under a federal bankruptcy or reorganization act or otherwise; or
 - (iii) a trustee or receiver is appointed for all or a substantial portion of the assets of such other Party, unless such appointment is dismissed or set aside within thirty (30) Days from the date of such appointment.

4.8 Termination for Consultant Default

Upon the termination of this Contract for cause, the Consultant shall have no claim for any further payment, but shall remain liable to the Township for all loss and damage which may be suffered by the Township by reason of the default or occurrence upon which such notice was based.

4.9 Confidential Information Non-Disclosure

The Consultant will not reveal information concerning the Contract, Municipal Staff or other confidential information unless required by law. If the Consultant discloses any Confidential Information in violation of this Contract, the Township may, in addition to any other remedies which may be available, terminate this Contract for cause.

4.10 Notice

Any notice required under this Contract shall be made in writing and shall be delivered personally, registered or certified mail or commercial courier, to the parties at their respective addresses first above written or as subsequently changed by notice duly given. (Persons and addresses to be added.)

4.11 Governing Law

This Contract shall be governed by, enforced and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws rules.

4.12 Force Majeure

As used in this Contract, "Force Majeure" means any event or circumstance (but specifically excluding economic factors alone) which (a) was beyond the

reasonable control of the Consultant, (b) could not reasonably have been foreseen, (c) could not reasonably have been prevented, circumvented or avoided by the Consultant by reasonable precautions, (including without limitation back-up systems) through the use of alternate sources, work-around plans or other means, and (d) occurred without the fault or negligence of the Consultant or of its Subcontractors or agents; including without limitation acts of God, war, acts of terrorism, civil disturbances, insurrections, riots, storms beyond ordinary strength, fire, explosions, floods, epidemics, embargos, orders or acts of civil or military authority.

In the event of a Force Majeure, there shall be an equitable adjustment to the delivery schedule (to be formalized by the execution of an amendment to this Contract); provided, however, Consultant acknowledges and agrees that the occurrence of a Force Majeure event shall not entitle Consultant to an increase in the Contract price. The Township is not liable for any costs or charges of any nature incurred by the Consultant or any of its Subcontractors or agents as a result of a Force Majeure.

The Township shall have the right to investigate the causes or circumstances claimed by the Consultant to constitute a Force Majeure.

If the Township terminates this Contract for Force Majeure, its sole liability will be to pay any balance due for Services received before the issuance of the Township's termination notice and the Consultant agrees to repay immediately to the Township the portion of any advance payment that is not utilized at the date of the termination.

Section 5 – Project Scope and Requirements

5.1 Introduction

The Township of Muskoka Lakes is seeking a Consultant to execute the detailed visual inspections of their network of bridges, culverts and miscellaneous structures (henceforth referred to as “structures”).

5.2 Project Specifics

5.2.1 Study Purpose

The purpose of the study is to conduct detailed inspections of the Township’s structures in accordance with Ontario Regulation 104/97: *Standards for Bridges* (O.Reg. 104/97). Inspections shall be conducted under the direction of a professional engineer and in accordance with the *Ontario Structure Inspection Manual*. O. Reg. 472/10, s. 2.

The proponent will be required to provide a list of recommended underwater, structural or other additional inspections/investigations as identified through the detailed inspections, a list of routine maintenance activities, and a proposed 10-year capital program.

5.2.2 Study Areas

The limits of the study area include all Township owned structures, its abutment areas, and any surrounding terrain or infrastructure directly correlated to the function of the structure. Traffic control, staging and other construction-related activities will need to be accommodated for any vehicular traffic, pedestrians, cyclists, and other users of the structures during inspection activities.

A full list of Township structures is included in Appendix A.

5.2.3 Recommended Work

The structures for inclusion in this assignment are as identified in Appendix A. Recommended work for inclusion in the Final Report are described herein.

5.2.4 Detailed Visual Inspection Program

The Proponent shall, under the direction of a professional engineer, conduct a detailed visual inspection on each structure in accordance with the *Ontario Structure Inspection Manual*. O. Reg. 472/10, s. 2 (OSIM). Further to these requirements, the Proponent shall undertake, at minimum, the following work:

- Review the assignment and determine the required resources and work schedule implications to complete the work in the required timeframe;
- Review existing information, studies and site specifics to fully understand infrastructure conditions. Adjust schedules as required to prioritize identified areas of increased concern;
- Identify to the Township any structure which they, through their planning, or inspection program, believe to have been omitted from this assignment in error or

added to the assignment in error (i.e. does not meet definition of legislated inspections as per the regulations);

- Create and provide a preliminary schedule of planned inspections for review by the Township prior to the commencement of work;
- Conduct site visits, and perform detailed inspections of each structure in accordance with OSIM;
- Produce detailed inspection reports for each structure in accordance with OSIM;
- Provide all personal protective equipment, temporary installations, traffic control, signage, or documentation required for the safe execution of the detailed inspections.
- Provide all equipment, board and lodging, meals, and materials required for the execution of the inspection program.
- Coordinate and obtain any required stakeholder involvement, private accesses permissions, or other permits and approvals required to access the study areas;
- Advise the Township of any immediate concerns observed during the detailed inspections within 48 hours of their discovery and provide a recommended solution within 1 week of discovery;
- Produce bi-weekly reports summarizing work progress to date, schedule implications, and any exceptional circumstance encountered during that periods inspections for review by the Township;
- Compile all detailed inspection reports for inclusion into the final report.
- Compile Excel data file with all location and inspection data included for inclusion with the final report. Formatting to be approved by the Township prior to compilation but generally will need to be on the same sheet and with simple formatting to allow import into various other software programs (Esri GIS Software) using CSV or TXT file.
- Inspections shall be completed by qualified and competent personnel who exhibits past experience and familiarity in conducting OSIM inspections. The proponent shall provide proof of qualifications for all staff involved in this assignment. The Township reserves the right to request that unqualified staff be replaced by more qualified personnel.

5.2.5 Additional Inspections & Investigations

Further to the detailed inspections described above, the proponent shall provide a list of recommended additional studies or investigations that are anticipated to be required for the completion of future structure repair, rehabilitation or replacements. These may include structural analysis, detailed condition investigations, underwater investigations, etc. as they are required. The list shall include at minimum:

- Structure ID
- Component of the structure to be evaluated
- Objective of the inspection or investigation
- Anticipated scope and estimate of cost
- Ranking of priority and suggested timing and schedule

5.2.6 Routine Structure Maintenance Requirements

The proponent shall provide a list of routine maintenance activities that should be executed by the Township to maximize the life span and safety of its structures. The list shall include at minimum:

- Maintenance activity to be performed;
- Description and objective of each maintenance activity;
- List of structures where each maintenance activity should be performed;
- Commentary on estimated cost and cost saving or efficient methods that may be employed in the execution of the recommended maintenance activities;
- Commentary regarding the Cost-Benefit Analysis of completing each maintenance task compared to the resulting rehabilitation or replacement work that would be required as a result of accelerated deterioration.

5.2.7 10-Year Capital Program

The proponent shall prepare a proposed 10-year capital program outlining recommended repair, rehabilitation or replacement needs to the Township's structures. The program shall identify any urgent needs (less than 1 year for implementation) and yearly summaries for subsequent needs, starting with 2022 as capital budget year 1. The program shall be presented as a table and include, at minimum, the following information:

- Capital Budget Year
- Structure ID and Location
- Recommended Works
- Estimated Cost of Implementation (inclusive of all construction, engineering, and other costs anticipated to be required);

The following shall be taken into consideration for the preparation of the 10-year capital program:

- The proponent shall best adhere to rehabilitation timelines as recommended through reference of the OSIM.
- The proponent shall provide commentary on the cost-benefit analysis and lifecycle implications of completing the rehabilitation activities within the recommended timeline. This commentary shall include the anticipated increase in lifespan or deferred future maintenance requirements associated with the recommended betterment(s) for the asset, as well as potential deferred future costs.
- Annual budget allocations shall best adhere to an average of \$500,000 – 600,000. It is understood that some projects may exceed this average annual budget. Notwithstanding the average annual budget, all needs shall be identified within the recommended time period and if additional budget is required over the 10-year period this shall be included in the report and shown on the 10-year plan.

- Potential impacts to the public should be considered when preparing the program (e.g. will project A impact the proposed detour of project B, etc.)
- The proponent may refer to the 10-year Capital Bridge and Culvert Program provided in the 2019 Bridge Needs Study contained in Appendix B.

5.3 Scope of Work

Consultants shall present a synopsis of the company's response to the RFP. The synopsis should describe how the company plans to approach to the various aspects of the work.

The phases listed below outline the general scope of tasks and deliverables anticipated for the fulfilment of the projects purpose and objectives. Other tasks and deliverables may be required beyond those listed in order to fulfill the project objectives, and as such the list should not be viewed as complete or limiting. The consultant will provide status reports regarding the progress of the project to the Project Administrator on a bi-weekly basis.

- a. Preliminary Schedule;
- b. Any interim communications and correspondence;
- c. Draft Final Report for review by the Township;
- d. Final Report;
- e. A compilation of all inspection notes, background reports, or information required for full and complete understanding of the information contained in final report;

5.4 Deadlines

The Project must be completed by the Consultant to the Township's satisfaction by September 30, 2021 to ensure the Township is sufficiently prepared to use this updated information for the Capital Forecasting purposes.

Ahead of this deadline, the Consultant shall have all Contract deliverables completed in draft form by September 15, 2021, giving the Project Administrator and Project Manager an adequate opportunity to review and refine the draft products as required to meet the Township's needs and to the Township's satisfaction.

5.5 Project Management

The Consultant is expected to actively manage the project and is responsible to ensure the project is completed in accordance with the Agreement in a timely manner and within budget. Any costs incurred related to project management must be specifically identified and distributed across the various tasks in the project. A summary of the activities to be undertaken in this task is, but not limited to, the following:

- Coordinating the work of the Company and any Sub-Contractor(s);
- Provide regular and as-requested updates to the Department on the status

of the project; and

- Prepare, and submit together, invoices, progress reports and Monthly Status Reports to the Department's satisfaction.

The Project Manager shall work closely with the Project Administrator, and ensure at a minimum the Project Administrator is:

- Regularly informed of work progress to date.
- Copied on all pertinent written correspondence via email.
- Invited to meetings with stakeholders.
- Advised of any potentially controversial issues.
- Sought for permission regarding changes to cost, scope and or schedule of the Project.

This is not an exhaustive list of the Project Manager's responsibilities to the Project Administrator.

5.6 Project Reporting

Tim Sopkowe, Public Works Technician, will be the key contact person for this project, once the Contract has been awarded:

Mailing Address: 1 Bailey Street, Port Carling, Ontario P0B 1J0

Telephone: (705) 765-3156 ext. 251

Email: tsopkowe@muskokalakes.ca

5.7 Major Stakeholders

The following are major stakeholders for this project:

- N/A;

Additional stakeholders may be identified during the course of this project.

5.8 Deliverables

After Phase 1 – Inspections has been completed the Consultant will notify the Project Administrator.

After Phase 2 – Draft Report has been completed the Consultant will provide all required documents to the Project Administrator for review.

Once Phase 3 – Final Report has been completed the Consultant will submit the Final Report and all Deliverables.

Three (3) paper copies and one (1) electronic copy of the final report, in Microsoft Word format, will be required.

Meetings unless otherwise specified shall be at the Township of Muskoka Lakes Administration Office located at 1 Bailey Street, Port Carling Ontario or via online meeting platform.

5.9 Project Administration and Regulation

On behalf of the Township, the Project Administrator is responsible for ensuring the Project is undertaken by the Consultant in accordance with the Contract and in a manner satisfactory to the Township. The Project Administrator shall provide general direction and guidance sufficient for the successful completion of the assignment.

The Project Administrator may exercise regulatory control over the Project work and require the Project Manager and other representatives of the Consultant, as may be required, to participate in administrative processes, including but not limited to:

- A Project commencement meeting following execution of the Contract.
- Ongoing adjustment and refinement of project approach and methodology.
- Regular work progress updates, consultations and meetings.
- Regular work reviews and refinements.
- Meetings, consultations and other activities required to coordinate the Project

All meetings and updates shall be deemed part of the work and no additional payment will be provided for this. The Project Administrator shall not be unreasonable in the discharge of his or her duties.

5.10 Invoicing and Payments

For the purpose of payment for project work, the consultant shall invoice the Township monthly based on the amount of work completed to date. Invoices shall be directed to the Project Administrator. The Township may refuse payment of an invoice if the Project Administrator is of the opinion that the relevant work has not been completed to the Township's satisfaction. Payment of any invoice are subject to approval of the Project Administrator. The Consultant shall be required to provide a detailed record of billed-to-date which includes contract amount, current invoice, total invoiced to-date and remaining balance as outlined in the table below as part of their regular invoicing.

Description	This Invoice	Total Invoiced	Budget	Budget Remaining
Detailed Inspection Program				
Detailed Inspection Program	\$0.00	\$0.00	\$0.00	\$0.00
Final Report				
Draft Final Report	\$0.00	\$0.00	\$0.00	\$0.00
Final Report	\$0.00	\$0.00	\$0.00	\$0.00
Change Orders				
CCO#1 Etc. (as required)	\$0.00	\$0.00	\$0.00	\$0.00
Project Total	\$0.00	\$0.00	\$0.00	\$0.00

Section 6 - Form of Proposal

(Return all of Section 6 with the Proposal Package submission)

8.1 Schedule of Prices

Consultation Services for the Detailed Inspection of Various Bridges, Culverts and Structures

<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Sub-Total</i>
Detailed Inspection Program			
Detailed Inspection Program	LS	LS	\$
Final Report			
Draft Final Report	LS	LS	\$
Final Report	LS	LS	\$

TOTAL PRICE: \$ _____ (CAD)

All prices to be shown excluding HST.

6.2 Contact Information of the Proponent

Complete the following information clearly for the Proposal Package.

Legal Name of the Consultant

Business Registration Number

Mailing & Courier Delivery Address with Postal Code

Telephone

Cell Number

Fax Number

H.S.T. Number

Contact Person and Their Title

Contact's Email Address

6.3 Acknowledgement of Documents Received by the Proponent and Contract to Terms and Conditions of the Proposal Request

I/We, hereby acknowledge and confirm, on behalf of Consultant named in Section 6.1 that, I/We have received the entire Request for Proposal document and have been provided with all the details required to permit me/us to submit a Proposal on Request for P-2021-09 Consultation Services for the Detailed Inspection of Various Bridges, Culverts and Structures;

I/We declare that the Proposal is NOT made in connection with any other Proponent submitting a Proposal for the same goods and/or services or work and is in all respects fair and without collusion or fraud and that full disclosure has been made of any conflict of interest or potential conflict of interest;

I/We hereby confirm that the firm is licensed to do business in the Province of Ontario;

I/We hereby agree, having carefully reviewed the Request for Proposal documents, to provide and pay for all equipment, labour, materials, software, printing, delivery, and incidentals necessary for the work as specified in accordance with all the sections, appendices, schedules and addendum

#_____to #_____of Proposal No. P-2021-09;

It is certified that the undersigned is/are authorized, appointed and empowered to sign and submit this Proposal and bind them to its offer, terms and conditions.

Executed on this _____ day of _____, 20__

I have the authority to bind the Corporation/Company

Corporate Seal

Print Name and Position Held

Notice of “Decline to Respond to the RFP” Form

There is no obligation to submit a proposal, however, should you choose not to submit, complete this form by circling the number(s) indicating your reason for decline, or explain briefly. It is not necessary to return any other portion of the RFP document if you are **not** submitting a proposal. Please return the completed form by email to tsopkowe@muskokalakes.ca

- 1) Our schedule would not permit us to perform the requested requirement.
- 2) Insufficient time to respond to the request.
- 3) We are not interested in this project.
- 4) Unable to submit a comprehensive solution for the RFP.
- 6) Project is too large.
- 7) Project is too small.
- 8) Cannot meet program requirements.
- 9) Other reasons or additional comments _____

Company Name (Print)

Signature

Date

Name and Title

Section 7 – Appendices

7.0 APPENDICES

11.1 List of Appendices

For reference, additional project information has been categorized and included as follows, and shall form part of the contract:

11.2 Appendix A – List of Township Structures

11.3 Appendix B – 2019 Bridge Needs Study

Note: This 2019 Bridge Needs Study is provided for informational purposes only. The proponent shall provide continuity from the 2019 study to the report in this proposal, when possible and practical.