



**REQUEST FOR PROPOSAL
P-2023-47
Dark Bay Road Bridge Replacement
Design and Contract Documents**

Closing Date: June 7, 2023

Time: 2:00 pm

**Contact:
Ken Becking P. Eng.
Director of Public Works
705-765-3156 Ext. 250
kbecking@muskokalakes.ca**

Township of Muskoka Lakes
1 Bailey St
P.O. Box 129
Port Carling, ON
P0B 1J0

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SECTION 1: INSTRUCTIONS, TERMS, AND CONDITIONS

1 DESCRIPTION OF UNDERTAKING

The Township of Muskoka Lakes is proposing to replace the Dark Bay Rd Bridge (RDS-BRDG-C001) located on Dark Bay Rd. over a tributary to Lake Muskoka. The structure is 4.93 m by 16.74 m long CSP. The Township of Muskoka Lakes is seeking consulting engineering services to carry out the necessary investigative and design activities necessary for the replacement of the structure.

Firms with an interest in this project must follow the details of this document closely when responding to this request.

The information provided in this document is intended to provide a general overview of the work required.

2 INVITATION

The Municipality is seeking proposals from suitably qualified consulting firms (“Consultants”) to provide professional services to prepare the design of the replacement structure.

3 SUBMISSION DEADLINE

Proposals must be received at this location **NO LATER THAN 2:00 p.m. on Wednesday June 7, 2023.**

Any proposal received after the above due date and time will not be considered and will be returned unopened to the Consultant. Consultants are to submit their proposal in a sealed package, or electronically, clearly identified as to contents and addressed to:

The Township of Muskoka Lakes PO Box 129, 1 Bailey St
Port Carling ON.
POB 1J0

Attn: **Ken Becking P. Eng., Director of Public Works**

Fax or electronic submissions will be accepted at the bidder’s sole risk.

705-765-5943

Or

kbecking@muskokalakes.ca

4 PROPOSAL SUBMISSION:

The bid shall include items listed hereunder.

Bids shall be submitted in envelopes with the information outlined in Attachment “D” - Envelope Submission Information, clearly marked on the front of each envelope, as follows:

ENVELOPE 1 – Bid including all items listed below under section **PROPOSAL** (including addenda, if applicable).

ENVELOPE 2 – Bid Summary of Professional Fees and Disbursements, **PROFESSIONAL FEES** (see Attachment “B” Costs).

Fax and email submissions should submit each document via a separate submission.

5 WITHDRAWAL OF PROPOSAL

A Consultant may withdraw a submitted proposal at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal and requesting that their proposal be withdrawn. Withdrawal requests received after the time of closing will not be permitted.

6 COSTS FOR RFP DOCUMENTS

The Request for Proposal ("RFP") documents are provided at no cost to the consultants.

7 RETRIEVAL OF OFFICIAL DOCUMENTATION

Only documents provided to Consultants by the Municipality or found on the Municipality's website are to be considered the "official" documents. The Municipality accepts no responsibility for the accuracy of information found on other websites.

8 FORMAT OF PROPOSAL

All proposals must be submitted upon the forms provided and the respondents information called for in this RFP, submitted on 8½ x 11 paper in sealed packages, clearly marked as to contents and should include one (1) bound original and one electronic copy (on USB key) of the complete submission and shall include (at a minimum):

- **Proposal Form**
- **Respondent Information Form**

9 SUMMARY OF KEY DATES

Cut off for submission of questions	May 31, 2023
Response to questions	June 2, 2023
Submission of proposal	June 7, 2023
Anticipated award of assignment	June 21, 2023

10 COSTS INCURRED BY PROPONENTS

All expenses incurred in the preparation and submission of proposals shall be borne by the Consultant. No reimbursement of costs to prepare the proposal shall be provided to the proponents.

11 ACCEPTANCE AND TERMS

This RFP is not a tender and is not intended to create "Contract A". The Consultant and all other entities participating in this RFP Process agree that submission of a proposal constitutes acknowledgement that the Consultant has read and agrees to be bound by all the terms and conditions of the RFP.

12 NO CONTRACT CREATED BY THIS RFP

This document is a request for proposals in respect of the services and project described herein and is not a tender. Neither the RFP Documents nor the submission of any proposals in response to the RFP documents shall, in any way whatsoever, create a binding agreement between the Municipality and any Consultant.

13 RIGHT TO REJECT OR NOT OPEN

Notwithstanding any other provision of this RFP, the Municipality may, in its sole and absolute discretion, accept or reject any part or all proposals.

14 CONSULTANT SELECTION COMMITTEE

If deemed appropriate, a consultant selection committee may be formed by the Township to evaluate the proposal. The Consultant Selection Committee will consist of representatives of the Municipality.

15 CONSULTANTS TO INVESTIGATE

Consultants submitting a proposal shall understand and acknowledge that while this RFP outlines the scope of work and specific requirements, the Consultants shall satisfy themselves by such means as they prefer, as to the extent of work required to complete the assignment.

16 NEGOTIATIONS:

If all submitted bids are over budget, the Township reserves the right to negotiate the terms of the project contract, including price and scope of work, directly with the qualified bidder, to identify cost saving opportunities associated with alternate process, material or construction methods.

17 COMPLIANCE:

Any deviations from the Township's RFP document must be clearly defined and is subject to acceptance or rejection by the Township in its sole discretion.

18 COMPLIANCE WITH SPECIFICATIONS AND/OR SCOPE OFWORK:

Alternative bids may be considered however, any deviations to the Township's information to Bidders, general conditions and mandatory requirements must be clearly defined and are subject to acceptance or rejection by the Township in its discretion.

19 AWARD OF WORK

If a contract is to be awarded as a result of the RFP, it will be awarded to the Consultant whose proposal, in the Municipality's opinion, provided the best potential value to the Municipality and is capable in all respects to fully perform the contract requirements and the integrity to assure performance of the contract obligations.

The successful Consultant will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Consultants will not acquire any legal or equitable rights or privileges whatsoever until the contract is executed by both parties.

20 COMMUNICATIONS

All inquiries regarding this RFP are to be directed to the individual identified below. Inquires must be received in writing (email) no later than May 31, 2023. All inquiries received and the responses provided will be sent to all Consultants by way of written addendum(s) no later than June 2, 2023, without naming the source of the inquiry.

The Township of Muskoka Lakes PO Box 129, 1 Bailey St

Port Carling ON.
P0B 1J0

Attn: Ken Becking P. Eng., Director of Public Works
kbecking@muskokalakes.ca

705-765-3156 ext. 250

Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

Where the Municipality deems that an explanation or interpretation is necessary or desirable, an addendum may be issued in writing. All addendums will be posted on the Municipality's website for downloading by all Consultants. It is the Consultant's sole responsibility to check for addenda issued and download same. Acknowledgement of Addenda on the proposal is a mandatory requirement. Failure to acknowledge addenda will result in a non-compliant proposal that is not eligible for award.

21 PROFESSIONAL CONSULTING AGREEMENT

Prior to commencing work on the project, the successful Consultant will enter into an Agreement for Professional Consulting Services.

22 CONFLICT OF INTEREST

The Municipality reserves the right to disqualify a proposal where the Municipality believes a conflict of interest or potential conflict of interest exists in regard to the Consultant and the intended project.

23 INTELLECTUAL AND PROPRIETARY RIGHTS

All intellectual, industrial or other proprietary rights of any type provided by the Municipality to the Consultants in relation to this RFP shall remain the respective property of the Municipality at all times.

In the case of intellectual Property owned by the Consultant prior to the proposal submission or created by the Consultant during the term of this proposal, the Consultant shall grant to the Municipality, a perpetual right and license to use, modify and reproduce in any form, those parts of the proposal and/or related contracted services.

24 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All correspondence, documentation and information provided shall become the property of the Township. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the proposal submission.

25 HEALTH AND SAFETY AND WSIB

The successful Consultant is required to conform with the *Occupational Health and Safety Act* related to the performance of the contract. In addition, the successful Consultant will be required to supply to the Municipality a valid Clearance Certificate issued by the WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status. A new clearance certificate is required every sixty (60) days.

26 INSURANCE

The successful Consultant shall, at its/his/her own expense, obtain and maintain for the term of the contract and any renewal or extension thereof and provide the Municipality with evidence of:

Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) Dollars, exclusive of interest or costs per occurrence, with respect to the successful Consultant's operations, acts and omissions relating to its obligations under the contract, such policy to include coverages for defense and claimants' costs, and coverages for:

- personal injury including death;
- property damage or loss (direct or indirect and including loss of use thereof);
- broad form property damage;
- contractual liability;
- non-owned automobile liability;
- products and completed operations;
- contingent employers liability;
- cross liability;
- severability of interest; and
- owners' and contractors' protective.

The policy of insurance shall name the Municipality as an additional insured with respect to its interest in the operations of the Consultant.

Professional liability insurance or other errors and omissions insurance covering claims and expenses for liability for loss or damage arising from negligence in the provision of the Services, of standard wording, for an amount no less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence; and

Automotive or Motor vehicle liability insurance of standard wording, covering all vehicles owned, leased or operated by or on behalf of the Consultant, in any matter in connection with the services provided or to be provided under the contract, for an amount not less than Two Million (\$2,000,000) Dollars exclusive of interest or costs per occurrence and equipment leased, borrowed, rented or operated for an amount of not less than Two Million (\$2,000,000) exclusive of interest or costs per occurrence.

Every policy of insurance shall contain either no deductible amount or a deductible amount which is reasonable considering the financial circumstances of the Consultant. The Consultant shall be responsible to pay all deductible amounts.

The Consultant shall provide the Municipality, within seven (7) days of award of Contract, a certificate from its insurer which shows that the policy or policies placed and maintained by it complies with the requirements of this RFP and the contract.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Municipality, forfeiture of the Contract.

27 TERMS OF PAYMENT

The successful Consultant shall be reimbursed on a monthly basis for the actual work completed and time spent on the project. Monthly invoices are to include supporting documentation for all disbursements. Disbursements will be paid at cost.

Invoices submitted by the successful Consultant shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each

task.

28 PROPOSAL VALIDITY

Proposals shall remain valid and open for acceptance by the Municipality for a period of sixty (60) calendar days following the deadline for receipt of proposals.

SECTION 2: BACKGROUND, OBJECTIVES, SCOPE OF WORK & DELIVERABLES

29 INTRODUCTION:

The Dark Bay Rd Bridge (RDS-BRDG-C001) is located on Dark Bay Rd. over a tributary to Lake Muskoka. The structure is 4.93 m by 16.74 m long CSP. The structure is in poor condition with significant section loss over in the bottom plates. It is necessary to replace the structure. The Township of Muskoka Lakes is seeking consulting engineering services to design the replacement structure.

30 RESPONSIBLE DEPARTMENT:

Development and implementation of the Dark Bay Bridge Replacement Design will be administered by the Public Works Department (the "Department").

31 PROJECT OBJECTIVES:

The project objectives are to assess potential replacement options, undertake Class EA, carry out a topographic survey, undertake a geotechnical investigation, prepare a Preliminary Design Report (PDR), prepare a detailed design, prepare a contract specification and drawings and obtain the required approvals for the proposed work. Construction is scheduled to start in 2024, subject to approval of the Township of Muskoka Lakes budget.

32 TERMS OF REFERENCE:

The Consultant shall provide the necessary engineering services to carry out the following:

1. Complete a Class Environmental Assessment out in accordance with the current version of the Municipal Class Environmental Assessment document, October 2000. (Amended in 2007, 2011, 2015 and 2019). This project is classified as a Schedule B under the Municipal Class Environmental Assessment.
2. Supply all engineering expertise required to carry out the preparation of the final Design for the replacement of the Dark Bay Rd Bridge on Dark Bay Rd .
3. Review the available documents and investigate the existing conditions. Site investigation shall include obtaining all required structure dimensions, assessment for removal of the existing structure, road reconstruction requirements, hydrology and hydraulic requirements, environmental protection requirements and the traffic control requirements during construction. Include underwater investigation as a provisional item if deemed necessary.
4. Carry out all field survey work necessary to prepare the detailed design. The survey is to include all elevations along the roadway for a distance of 200 m each way from the structure as well as 5 m outside of the Township Right of Way. The survey shall include any features (buildings, fences, trees, wells, culverts, etc) that are located within the specified limits. The survey should be taken at intervals not exceeding 20 meters. The Consultant is responsible for obtaining approval for all surveying on private property. All survey work is to be carried out using state of the art electronic survey equipment.
5. Carry out a roadside protection assessment and make recommendations as required.

6. Perform studies as required including traffic and natural environment to determine the design parameters for the replacement structure. Recommend and perform additional investigation and testing if deemed required.

Note: At this time, the Consultant shall assume that “serious harm” of fish habitat will not occur. During the course of the project, if it is determined that involvement of the DFO is required; the associated additional costs will be compensated for the extra work entailed. The cost of self-assessment as outlined by the DFO shall be included in the proposal.

Investigate alternative designs and construction methods using value engineering and recommend the most cost-effective design, taking into consideration all parameters and performing life cycle cost analyses in accordance with the MTO Financial Analysis Manual

7. Prepare a comprehensive preliminary design report, which will provide the basis for the detailed design and construction of the proposed works. The final preliminary design report must be signed and stamped by a Professional Engineer Licensed in Ontario.
8. Undertake a geotechnical investigation and foundation design .
9. Investigate all reasonable design alternatives, provide an analysis of these alternatives and include a recommendation of the preferred alternative. The analysis of the alternatives shall be based on the technical information and the inputs from the Township. The analysis of the alternatives shall include, but not be limited to the following:
 - a) Cost of ownership including annual fixed/amortized costs
 - b) Land requirements
 - c) Impact on future and current land use
 - d) Operational and maintenance costs
 - e) Operational issues and concerns
 - f) Site constraints
 - g) Design and construction schedule
 - h) Constructability
10. Prepare construction cost estimates for each alternative using preliminary quantity surveys and current unit prices within + 15% accuracy. Include overhead costs as well as bonding, profit and insurance. Include an estimating contingency of 10%. In addition, provide the projected annual operational and maintenance cost estimates (labour, energy, materials, supplies, etc). All work sheets of quantity take-off are to be included in the report.
11. Prepare a preliminary schedule for design, construction, commissioning and post-construction services of the project. Incorporate reasonable timelines into the schedule, addressing approval requirements.
12. Based on the approved preliminary design, prepare a detailed design of the structure and the roadway, ensuring that they conform to all current Township and Provincial standards and specifications. The final design drawings shall be to a scale of 1:250 or 1:500 as required. Drawings must include a title block with all pertinent information supplied, including title, project, Township Bridge number, date, revision dates, drawn by, scale, figure or page number (if part of a larger document) and Engineer stamps.
13. Investigate and confirm the present location(s) of all utilities potentially impacted by the project. Coordinate with the utility companies in preparation and finalization of possible utility stake outs and/or

relocation as required. The Consultant is solely responsible for the cost of all labour, equipment and material required in providing field surveys for utility identification and preparing a utility conflicts table.

14. Prepare any and all necessary materials, and submit to affected agencies to obtain all approvals. This may include but not be limited to, the following:
 - 1) Ministry of Natural Resources,
 - 2) Ministry of the Environment,
 - 3) Department of Fisheries and Oceans,
 - 4) Transport Canada and the Coast Guard Canada.
15. Attend monthly project progress meetings and utility coordination meetings during design phases as requested. The Consultant will be responsible for the preparation of the meeting minutes.
Note: Proponents shall budget for at least eight (8) meetings for this purpose.
16. Submit 60%, 90% and 100% drawings and specifications including the corresponding engineer's construction cost estimates. The drawings must be submitted in a timely manner in order that the Township can perform a detailed review and provide comments.
17. Process the pre-tender package through the Procurement Department along with the office of the Manager, Transportation Construction and incorporate any required revisions into the final package.
18. Prepare the tender documents in the Township's format which shall include all specifications and special provisions as well as detailed quantity estimates, cost estimates, material lists, scheduling, staging and sundry construction. The tender process shall be administered by the Township of Muskoka Lakes Procurement Department. The cost of the tender advertisements will be paid directly by the Township of Muskoka Lakes.
19. Carry out analysis of the Construction tenders (bids) received to ensure compliance and provide a recommendation for award.
20. All drawing, reports and tender documents submitted to the Township shall first follow the Consultant's internal quality review process including internal peer review for quality assurance and accuracy to Township standards and specifications.

TOWNSHIP DESIGN STANDARDS

1. The Township of Muskoka Lakes standard roadway geometry consists of 3.00 m wide lanes with a 1.0 m paved shoulder and a 1.0 m gravel shoulder rounding. The shoulder shall be fully paved where SBGR is required.
2. The design speed is 10 km / hr above the posted speed.
3. The Township of Muskoka Lakes Entrance Bylaw, Setback Bylaw, and other bylaws must be adhered to.
4. Approach guide rails shall be provided and designed in accordance with the appropriate OPSS standards.
5. A full closure is acceptable during construction to the public.

33 FINAL SUBMISSION OF REPORTS/DRAWINGS:

All reports will be prepared in Microsoft Word and/or Excel and all drawings will be created in the latest version of Auto CAD and/or ESRI ArcGIS. Ownership of both hard copies and digital copies must be transferred to the Township upon completion of the project. Metric units are to be used.

Record drawings and/or Final Reports must be submitted to the Township within two weeks of project completion. Record drawings must contain survey data from construction period.

Detailed breakdown of quantities and cost estimates for Township budget purposes, and construction estimates (if required).

Mapping and associated database information is to be provided in ESRI (.shp) shapefile with object data attached. All information is to be tied to UTM coordinates using the standard NAD83 (Zone 17) datum and should be accompanied by supporting files (font files and plot files) if applicable. Please note that graphical images (.pdf, .cdr, .tif) and CAD files are not considered an acceptable GIS format.

The GIS based file (ESRI .shp) shall follow Township GIS Standards including all related asset information as required.

34 TOWNSHIP REPRESENTATIVE:

The Township's Project Manager will be Tim Sopkowe CET., Engineering Technologist, will be the Township's main contact for this project. All correspondence will be through this individual. Contact information is provided below.

Tim Sopkowe 705-765-3156 Ext.251

tsopkowe@muskokalakes.ca

35 FINANCIAL IMPLICATIONS:

The agreement between the Township and the Successful Bidder shall specify the project cost. Further, in this regard, please note the following:

The cost of advertising and room rentals required for meetings open to the public in the context of the public consultation process and the Township of Muskoka Lakes consultation process will be paid by the municipality. The municipality will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.

The cost of any presentation support materials, exhibits and project products will be the responsibility of the Successful Bidder.

The Proposal must outline all costs associated with supplying the identified services.

36 DELIVERABLES

Deliverables

Assignment deliverables include a review and assessment of potential replacement options, undertake schedule B Class EA, carry out a topographic survey, completion of a geotechnical investigation, prepare a Preliminary Design Report (PDR), prepare a detailed design, and prepare a contract specification and drawings. Construction is scheduled for 2024.

The engineering assignment is expected to be completed in the following phases:

- Phase 1: Carry out the necessary investigations as specified.

- Phase 2: Based on the information from the investigations, finalize the preliminary design report and recommendation for detail design.
- Phase 3: Following approval of the preliminary design report, prepare the detailed design drawings, contract documents, and final cost estimate for the project. Completion date of this Phase: December 15th, 2024.

The future scheduling of the project is subject to approval of the Township of Muskoka Lakes budget.

The successful Consultant is required to provide the following list of deliverables:

All final deliverable Four (4) hard copies of the **final deliverable** along with a digital copy. A final report which shall identify the methodology and criteria used in the production in the Study. The final report shall discuss and detail the systems: time of need, system adequacy, recommended funding levels.

A separate Appendix with individual asset sheets in .xls format including a map of the asset and all pertinent details and recommendations.

SECTION 3 PROPOSAL CONTENTS

37 PROPOSAL CONTENT:

Bid submissions are restricted to those consulting firms that can demonstrate qualifications and experience in the field of Bridge Engineering and Construction. In particular previous experience preparing bridge replacements designs for municipalities throughout Canada, and have completed a project of this nature within the last five (5) years, for a municipality or jurisdiction of comparable (or greater) population in Ontario.

Bidders shall submit a bid, maximum **15** pages, not including the covering letter, résumés and company credentials. Appendices are to be limited to résumés, project lists and corporate information.

The Bidder's proposal submission shall follow the order of components as outlined in the Evaluation Criteria. The bid shall include:

Project Understanding:

The consulting team should detail their understanding of the project specific to Muskoka Lakes.

Methodology:

The Bidder's proposed methodology for carrying out the work.

A detailed work plan and a weekly project schedule which will identify all major components of this project and their anticipated start and completion dates which must coincide with the dates provided by the Township.

Commitment (time and resources) expected to be provided by the Township.

A detailed work plan and time frame for the project including timing for each step of the work program, to be presented in a calendar-style format, based on the time allotted for the project based on the fixed schedule provided by the Township in Attachment "A". The consulting team will meet all work program commitments, timing and completion dates as agreed upon by the Township and the consulting team unless both parties agree to appropriate revisions to the agreement due to unforeseen circumstances. Any overruns in timing (unless otherwise agreed upon), or cost will not be the responsibility of the Township of Muskoka Lakes.

Identification of all sub-consultants, their qualifications and experience, as well as their specific role in the project.

Project Team and Leadership:

A description of the consulting team, the lead persons, and the relevant experience and qualifications of each individual along with an estimate of the percentage of time each key member will dedicate to this project (The individual's hours divided by total project hours).

Similar Work Experience and Local Expertise:

Similar work experience for the lead consulting team members shall be noted.

The municipality where the lead consulting team members reside will also be considered when reviewing local expertise.

References:

Provide at least three (3) references of similar work experience completed by the firm. Included with each reference shall be a contact name and contact information so that references can be checked. This shall include all applicable contact information, as this will be a key component in the qualification of a Bidder. Bidders that do not fulfill this key component will be scored zero (0) on the Evaluation Criteria.

Schedule:

Start date	End date		
PROJECT NAME: Q-2023-47 Dark Bay Road Bridge Replacement			
Design and Contract Documents			
Task	Start Date	End Date	% Completed

Cost:

A complete cost breakdown for the project presented in a tabulated format in cumulative hours with a total upset cost for the design to the point of completion and presentation of the final report.

The cost estimate of the Bid shall be submitted in **Envelope 2**.

Miscellaneous Items:

Appendices as noted above.

Disclosure of any litigation and real or perceived conflict of interest (see Attachment “C”).

38 PROPOSAL COST AND MAN-HOUR ESTIMATE:

The bid shall outline the overall project cost breakdown and include the following:

- Cost breakdown and fee schedule of per diem or hourly rates for the Bidder and any sub-consultant(s) of the project team (see Attachment “A” – Fee Schedule and Cost Breakdown).
- A detailed time and cost breakdown of the workload, i.e., by staff and man- hours.
- Disbursement costs, which may include mileage, telephone charges, printing and reproductions, fax charges, courier services, computer services, etc.
- Compliance with the Township’s insurance requirements, as outlined herein.
- A summary of professional fees and disbursements, as outlined in Attachment “B”.

The Bidder shall note that the Township will consider the estimated total professional service fees for this project as an upset limit based on the work plan and the project duration assumed and will not consider extra

items unless prior written approval has been obtained.

39 BASIS OF SELECTION

The Municipality intends to recommend the appointment of the Consultant on the basis of best overall value, as determined by the review of the technical proposal and fees. The Consultant appointment is subject to approval by the Municipality in accordance with the provisions of the Municipality’s Purchasing By-Law.

40 EVALUATION CRITERIA

Proposals will be assessed against the following criteria. The municipality 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 expectations of the established evaluation criteria.

Evaluation Criteria		Weight Factor
1	Demonstrated Project Understanding	10
2	Project Methodology	15
3	Project Leadership and Team	15
4	Experience on Projects of a Similar Nature	10
5	References	20
6	Schedule	10
7	Proposed fee structure	20
Total		100

41 OVERALL PROJECT SCHEDULE

The following schedule is proposed for the selection of the successful respondent and for the completion of this assignment. The following schedule of activities is provided for planning purposes only. The Corporation of the Township of Muskoka Lakes reserves the right to cancel the activity or change the schedule at any time.

The following key dates listed are targeted as ones that will move this project forward. **The 100% Submission** to Township Staff is to be completed by **November 10, 2023**

Schedule

Action	Date (Approximate)
RFP Issued	May 19, 2023
Submission Date	June 7, 2023
Award of Assignment	June 14, 2023
Commence Assignment (Start-up meeting – week of)	June 21, 2023
Study data collection and evaluation	August 11, 2023
Draft Preliminary Design Report	September 1, 2023
Design Drawings and Specifications	October 27, 2023

Note: Although every attempt will be made to meet all dates, the Corporation reserves the right to modify any or all dates at its sole discretion.

ATTACHMENT "B"
PRICES

Consultant Organization: _____

Signing Officer Name: _____

Title: _____

Signature: _____

Date: _____

I/We, hereby propose and agree to provide Consulting Services for The Corporation of the Township of Muskoka Lakes, Public Works Department.
Prices

exclude all applicable sales taxes (HST).

Work Item/ Location	Lump Sum Price
Dark Bay Road Bridge Design	
Fees	
Disbursements and Expenses	
TOTAL	

Notes:

1. Fees shall include all costs associated with; undertaking any inspections, purchasing software or equipment, sub-consultants, etc. required to complete the work.
2. Disbursements and expenses shall include any reasonable costs to complete the work.

ATTACHMENT "C"

LITIGATION AND CONFLICT OF INTEREST STATEMENT

In its sole discretion, the Township may reject a submission if the bidder:

- a. Has, at any time, threatened, commenced or engaged in legal claims or litigation against the Township.
- b. Is involved in a claim or litigation initiated by the Township.
- c. Previously provided goods or services to the Township in an unsatisfactory manner.
- d. Has failed to satisfy an outstanding debt to the Township.
- e. Has a history of illegitimate, frivolous, unreasonable, or invalid claims.
- f. Provides incomplete, unrepresentative or unsatisfactory references.
- g. Has engaged in conduct that leads the Township to determine that it would not be in the Township's best interest to accept the submittal.
- h. Has a conflict of interest, or that which may be viewed as a conflict of interest, either with or by the Township (see below).

The bidder, all sub-consultants, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers, shall not engage in any activity or provide any services where such activity, or the provision of such services, creates a conflict of interest (actually or potentially, in the sole opinion of the Township) with the provision of the work pursuant to the submission. The bidder acknowledges and agrees that a conflict of interest includes the use of confidential information where the Township has not specifically authorized such use.

The bidder shall disclose to the Township, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any sub-consultant or supplier that is directly or indirectly affiliated with or related to the successful bidder.

The bidder covenants and agrees that it will not hire or retain the services of any employee or previous employee of the Township where to do so constitutes a breach by such employee, or previous employee, of the employee's, or previous employee's employment contract, or the previous employer's conflict of interest policy, as may be amended from time to time.

A breach these provisions by the bidder, any of its sub-consultants, or any of their respective advisors, partners, directors, officers, employees, agents, or volunteers, shall entitle the Township to terminate the service agreement, in addition to any other rights and remedies that the Township has in the service agreement, in law, or in equity.

I, the undersigned, have read, understood and agreed to the above provisions.

Dated this _____ day of _____, 2023.

Name of Authorized Signatory (print)

Signature (affix corporate seal)

ATTACHMENT "D"
ENVELOPE SUBMISSION INFORMATION

Envelope 1

**The Township of Muskoka Lakes
PO Box 129, 1 Bailey St
Port Carling ON.
P0B 1J0**

**Attn: Mr. Ken Becking P. Eng.,
Director of Public Works**

**RFP NO.: 2023-47
Dark Bay Road Bridge Replacement
Design and Contract Documents**

- a) PROPOSAL
- b) ADDENDUM (if applicable)

CLOSING: WEDNESDAY, JUNE 7, 2023 AT 2:00:00 P.M. LOCAL TIME

BIDDER NAME: _____

Envelope 2

**The Township of Muskoka Lakes
PO Box 129, 1 Bailey St
Port Carling ON.
P0B 1J0**

**Attn: Mr. Ken Becking P. Eng.,
Director of Public Works**

**RFP NO.: 2023-47
Dark Bay Road Bridge Replacement
Design and Contract Documents**

**SUMMARY OF PROFESSIONAL
FEES AND DISBURSEMENTS**

CLOSING: WEDNESDAY, JUNE 7, 2023 AT 2:00:00 P.M. LOCAL TIME

BIDDER NAME: _

PROPOSAL FORM

FOR THE PROVISION OF: AS SUPPLIED BY:	

FIRM NAME	
_____	_____
ADDRESS	POSTAL CODE
(HEREINAFTER CALLED THE RESPONDENT)	
TO:	THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES PO Box 129, 1 Bailey St Port Carling, ON P0B 1J0 (HEREINAFTER CALLED THE CORPORATION)

THE RESPONDENT DECLARES

2. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Proposal or in the award for which this Proposal is made.
3. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.
4. 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.
5. By signing this submission, I confirm I have read and understood 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 _____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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.

RESPONDENT INFORMATION FORM

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

1.	Firm/Company Name	
2.	Respondent's Contact Individual	
3.	Office Phone #	
4.	Toll Free #	
5.	Cellular #	
6.	Fax #	
7.	E-mail address	
8.	Website	
9.	WSIB Account #	
10.	HST Account #	

RESPONDENT

SIGNATURE

DATE

Supplier Background and References

CORPORATE / COMPANY PROFILE

Please provide a corporate profile of your company, including an overview of your product offerings, your business model, and what differentiates you from your competitors.

ALLIANCES

Describe any technology and service alliances that your company has established.

REFERENCES

REFERENCE #1	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

REFERENCE #2	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

REFERENCE #3	
<i>Organization Name:</i>	
<i>Contact Name:</i>	
<i>Contact Title:</i>	
<i>Address:</i>	
<i>Telephone #:</i>	
<i>E-mail Address:</i>	
<i>Description of Services Provided</i>	

Dark Bay Culvert

