



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

REQUESTS FOR PROPOSALS

2024-09

To provide an approved
Asset Management Plan (Phase III)
that identifies current levels of service and the cost of maintaining
those levels of service (non-core assets)

Sealed Proposals, clearly marked
RFP No. 2024-09
will be received by the undersigned
until 2:00 p.m.
on Thursday, May 2, 2024

Lowest or any Proposal not necessarily accepted.

Roshan Kantiya, Treasurer
Township of McKellar
P.O. Box 69, 701 Hwy 124
McKellar, ON P0G 1C0
treasurer@mckellar.ca
(705) 389-2842 x3

Please Note: Prior to submitting a Proposal, further information may be obtained by contacting the Treasurer, Roshan Kantiya at (705) 389-2842 x3

Accessible Formats and Communication Supports Are Available, Upon Request



TOWNSHIP OF MCKELLAR
REQUEST FOR PROPOSAL (RFP)
ASSET MANAGEMENT PLAN PHASE III **RFP 2024-09**

Submission Form

Contractor: _____

Address: _____

Telephone: _____ Email: _____

Contact Person: _____

Description of Work:

The contractor will be required to update the current Asset Management Plan as per Asset Management Planning for Municipal Infrastructure Regulation, O. Reg. 588/17 to include non-core assets. The Asset Management Plan SHALL be presented at the August 6, 2024 Council Meeting.

Location: Municipal Office – 701 Hwy 124 McKellar and Virtually

Subtotal \$ _____

H.S.T. \$ _____

TOTAL CONTRACT PRICE: \$ _____
(Annual Amount)

The contractor is required to provide the Township with proof of insurance in the amount of \$2,000,000.00, and is responsible for all issues relating to WSIB, insurance etc. for their employees with relation to this contract.

By signing below, I acknowledge that I have read and understand this Request for Proposal **2024-09** and I agree to abide by the terms and conditions contained here-in.

Authorized Signature: _____

Name: _____ (Please Print or Type)

Date: _____

Witness: _____

Date: _____

*Note that this submission form is not transferable and any alteration of the Company name entered hereon will be cause for considering the proposal irregular and subsequent rejection of the RFP.

TOWNSHIP CONTACTS AND ADMINISTRATION

Any questions or any additional information contact:

Roshan Kantiya, Treasurer
Township of McKellar
701 HWY 124, P.O Box 69
McKellar, Ontario P0G 1C0
Phone: (705) 389-2842 Ext. 3
Fax: (705) 389-1244
Email: treasurer@mckellar.ca

REQUEST FOR PROPOSAL CLOSING

Date of Closing

RFP submissions can be made until May 2, 2024 at 2:00 PM. RFP submissions received after this date will not be given consideration and returned to the sender unopened. All proposals must be signed by an official agent or representative of the company submitting the proposal.

Package Submission Process

RFP packages shall be submitted by May 2, 2024 at 2:00 PM. in a closed and sealed envelope clearly marked as to contents "**Asset Management Plan Phase III RFP No. 2024-09**", to:

Roshan Kantiya, Treasurer
Township of McKellar
701 HWY 124, P.O Box 69
McKellar, Ontario P0G 1C0

*Please note that the lowest or any proposal may not necessarily be accepted.

No electronic proposals, please hand deliver or courier.



TOWNSHIP OF MCKELLAR
REQUEST FOR PROPOSAL (RFP)
ASSET MANAGEMENT PLAN PHASE III **RFP 2024-09**

The Township of McKellar is inviting proponents to submit proposals from consultants for the provision of professional services for updating of the Municipality's 2022 Asset Management Plan (Core Assets) in accordance with the current legislation. This will assist the Municipality in making the best possible decisions regarding the building, operating, maintaining, renewing, replacing and disposing of infrastructure assets.

The Municipal road and bridge infrastructure consist of seven (7) bridges and two (2) culvert structures, with approximately 107.3 kilometres of roadway comprised of 49.8 kilometres gravel surface, 28.7 kilometres surface treated and 28.8 kilometres asphalt surface.

The Municipality has waterfront beach areas, Minerva Park bordering Hwy 124 with play ground equipment, a number of boat launches, a busy Municipal Centre Complex with Community Hall, Kitchen, Library and Municipal Office, a covered outdoor pavilion/ice rink, a 4 bay Public Works Garage & Yard, two (2) Firehalls, and miscellaneous other Municipally owned buildings.

The Municipality operates one (1) Transfer Station at the corner of Centre Road and Lee's Road.

The Municipality owns and operates a small fleet of vehicles predominately related to Public Works operations. The remainder of the fleet is part of the Fire Department and one (1) SUV for the Building Department.

PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until May 2, 2024 at 2:00 PM local time. Any proposals received after this date and time will be returned to the sender unopened. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

All prices quoted shall be in Canadian funds and shall include all duty, custom

clearances, fuel tax, shipping costs, and HST shall be extra where applicable.

Proponents agree to prepare and submit bids at their own cost. The Township of McKellar is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the RFP. All such costs shall be the Proponent's sole responsibility.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. Proponents are to supply the names of three clients with whom they have performed or are performing similar projects for.

All proposals received must remain valid for acceptance up to 90 days beyond the closing date. Should there be any discrepancies or omissions in the proposal document, or any doubt as to its meaning, inquiries should be made in writing to:

Roshan Kantiya
Treasurer
Township of McKellar
701 HWY 124, P.O Box 69
McKellar, ON P0G 1C0

Phone: (705) 389-2842 Ext. 3

Email: treasurer@mckellar.ca

If a correction, explanation, or interpretation is deemed necessary or desirable, a written addendum will be issued to all proponents. Proponents should notify Ina Watkinson in writing that they have taken this RFP in order to receive any addendums issued. A Site meeting, if required, can be arranged with the Treasurer.

PROJECT SCOPE

The project scope is to update the current 2022 Asset Management Plan to include non-core assets (Fleet, Buildings, Computers (*hard & software*), Furniture, Equipment) as per Asset Management Planning for Municipal Infrastructure Regulation, O. Reg. 588/17; and

To provide **an approved** Asset Management Plan for all Municipal infrastructure assets that identifies current levels of service, as well as proposed service levels for the next ten (10) years, including the cost of maintaining those levels of service to **present to Council at the August 6, 2024 Regular Meeting of Council.**

A mandatory requirement that the asset management plan and all schedules be provided electronically in a format which can be uploaded or manipulated within the Municipality's financial software (ASSYST or MS Excel) or future asset management software. Recommendations on specific Asset Management software must be provided.

PROJECT ACTIVITIES

1. Review of the Asset Management materials and other infrastructure documents as provided by the Municipality. These include:
 - a. 2022 Asset Management Plan (Core Assets) prepared by R.J. Burnside & Associates Limited
 - b. 2023 Municipal Structure Inventory and Inspection (2023) prepared by GHD Limited
 - c. Roads Needs Study (2021) prepared by Tatham Engineering
2. Discuss the scope and a work plan with the senior staff of the Municipality at the onset of the project to clearly explain all project goals and previous history of the Municipality.
3. Based on the above information, develop an updated Asset Management Plan.
4. Draft plan to be reviewed with management at various stages of the project (to be determined) prior to final plan being presented to Council.

ASSET MANAGEMENT PLAN

The updated Municipal Asset Management Plan must include all asset classes. The Plan must meet the requirements of Ontario Regulation 588/17, the AMO Federal Gas Tax Guidelines, and any other applicable law. It is the intent of the Municipality to maintain the database and comprehensive Asset Management Plan independently in the future. The proponent must ensure that the Asset Management Plan is in a format that is suitable for the Municipality to maintain. The following provides an indication of the expectations of the Municipality for each topic:

1. **Executive Summary**

The Executive Summary should provide an overview of the updated Municipal Asset Management Plan that can be extracted for publication and/or report purposes.
2. **Introduction**

This section will provide sufficient detail to use as a supporting document for the Executive Summary, tying together the long-term planning documents within the Municipal structure.
3. **State of Local Infrastructure**
 - Current levels of service
 - Asset (inventory) analysis
 - Current performance of assets
 - Lifecycle activities and costs to maintain current levels of service
 - Impacts of growth on current levels of service
4. **Proposed Levels of Service**
 - Proposed levels of service
 - Proposed performance of assets

- Lifecycle of activities and costs to achieve proposed levels of service
- Financial strategy
- Impacts of growth on proposed levels of service

5. **Integration with Existing Software**

The Municipality's asset registry is currently maintained in MS Excel by the Treasurer. The Municipality's financial software is ASSYST and any software solution intended by the consultant should integrate with that software.

6. **Financing Strategy**

This section is critical to the success of the asset management plan in terms of Council's support, implementation and ongoing use. The financing strategy must be fair, reasonable and achievable and must reflect the Municipality's ability to pay. The financing strategy should lay out a ten (10) year financing strategy which coincides with the Municipality's prioritization schedule. Detail strategy of the Municipality's progress in implementing its asset management plan for the next 10 years. The successful consultant must submit the completed study in both electronic format and paper format. The final report must be presented to the Municipality's Council after completion of the project. All Municipal information provided is not to be used for any purpose other than for this project without the written permission of the Municipality.

7. **Pricing and Additional Work**

The consultant will provide a guaranteed maximum price for the project, and shall abide by the price stated. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in the RFP, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a requires in writing form the Municipality.

8. **Invoicing**

The Municipality's standard terms of payment are net thirty (30) calendar days from the date of the invoice. The proposal should outline any payment schedule in terms of milestones.

9. **Changes to Proposal**

Consultants may not make modifications to their proposals after the proposal submission date except as may be allowed by the Municipality.

10. **Municipality's Use of Proposal**

The Municipality may reproduce the consultant's proposal and any supporting documentation for internal use only.

11. **Errors and Omissions**

The Municipality will not be held liable for any errors or omissions in any part of this RFP. While the Municipality has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for responding to the consultant. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the consultant from forming their own opinions and conclusions with respect to the matters addressed in the RFP. Should a consultant find omissions from, or discrepancies in, any of the proposal documents or should the consultant be in doubt as to the meaning of any part of such documents, the consultant should notify Roshan Kantiya, Treasurer, in writing, without delay. If the Municipality considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued and posted on the Municipality's website. No oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

All questions, errors or omissions must be brought to our attention no later than five (5) days prior to closing of this request for proposal.

12. **Addenda**

If required, addenda will be sent to interested parties. It is the consultant's responsibility to ensure all addenda have been read and noted. Addenda's will be posted on the Municipality's website.

13. **Consultant Expense**

Any expenses incurred by the consultant in the preparation of the proposal submission are entirely the responsibility of the consultant and will not be charged to the Municipality.

14. **Protection of Work or Property**

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

15. **Regulation, Compliance and Legislation**

The successful consultant will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

CONTRACT

The successful contractor will be required to enter into an agreement with the Township of McKellar. Prior to the commencement of the project, contractors must provide the Township with proof of valid, current WSIB coverage, and liability insurance, both of which must remain valid for the duration of the contract.

SUBMISSION

For the Township of McKellar to evaluate Proposals fairly and completely, Proponents shall provide all of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Proponent being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit one (1) formal package of their Proposal, containing the following items:

- An indication of the Proponent's understanding of the project scope and requirements, including how each of the specific required services shall be met;
- An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent;
- An overview of the Proponent's experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent's team. The Proponent shall include at least two (2) references that outline their previous or current Consulting relationships, of a similar nature as required in this RFP, with Ontario Municipalities, including the reference contact name, email, and telephone number. The Township of McKellar reserves the right to contact these or any other references where appropriate. The Proponent may include additional references for specific areas/projects;
- Proof of qualifications (i.e., copies of professional certificates)
- A detailed financial breakdown of all relevant project costs, including a 2024/2025 fee schedule for the various services, staff hourly and per diem rates, rates or fees for expenses and attendance at meetings with Township of McKellar staff or Council, and any other relevant fees or expenses.

EVALUATION CRITERIA, PROCESS AND AWARD

The Township of McKellar may make an Award on the basis of the Proposals received without further discussion with the Proponents. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation as listed in this RFP.

Lowest or any Proposal not necessarily accepted.

The successful Proponent shall be notified of the Award in writing to the address given on the Form of Proposal, and/or may be contacted verbally or electronically by the Lead Contact.

GENERAL CONDITIONS

Interpretation

In the contract "Work" means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.

Status of the Contractor

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township of McKellar.

Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work.

Subcontracting

Unless otherwise provided in the Contract and RFP, the Contractor shall obtain the consent of the Township of McKellar or designate in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.

Infringement

The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township of McKellar, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.

Indemnification

The Contractor shall indemnify and save harmless the Township of McKellar from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

Conflict of Interest

All firms are required to disclose to the Township of McKellar prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township of McKellar may, at its sole discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist as determined by the Township, then the Contractor shall:

1. Refuse the new assignment, OR
2. Take such steps as are necessary to remove the conflict of interest.

Fraud or Bribery

Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township of McKellar, or to commit fraud against the Township of McKellar, the Township shall be at liberty to declare the RFP void forthwith.