



THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

REQUESTS FOR PROPOSALS

2024-10

for **Contractor to provide Exterior Painting and Caulking Services for Township of McKellar Fire Stn. 2 @ 710 Hurdville Rd, McKellar, Ontario**

Electronic Submission (Email Proposals) with Subject Line:

RFP No. 2024-10

will be received by the undersigned
until 23:59 hrs
on Thursday, May 28, 2024

Lowest or any Proposal not necessarily accepted.

Fire Chief, Robert Morrison
Township of McKellar
P.O. Box 69, 701 Hwy 124
McKellar, ON P0G 1C0
fire@mckellar.ca
(705) 774-8010

Please Note: Prior to submitting a Proposal, further information may be obtained by contacting the Fire Chief, Robert Morrison at (705) 774-8010

Accessible Formats and Communication Supports Are Available, Upon Request

PART A - INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. Invitation

The Municipality of McKellar is seeking proposals from qualified and experienced contractors to provide exterior painting services and caulking around windows and doors for Firehall 2 located in McKellar. The project aims to enhance the aesthetic appeal and structural integrity of the fire station, ensuring its durability and protection against environmental elements.

2. Delivery of Bids

The Submission Form, together with all required supporting documentation shall be submitted via email to fire@mckellar.ca no later than Friday May 28, 2024 at 23:59 hrs. Submissions will be deemed to be officially received by the time stamp issued by the Township email server.

Bidders are advised to deliver their bids well before the deadline and making submissions near the deadline is done at their own risk.

Bids time stamped June 1, 2024 at 00:00 hrs or later shall be declared non-compliant and shall be returned unopened.

3. Summary of Events

| Task | Date |
|-----------------------------------|--------------|
| Date of Issue | May 9, 2024 |
| Deadline for receipt of Questions | May 15, 2024 |
| Answer Questions on or before | May 22, 2024 |
| Submission Deadline | May 28, 2024 |
| Contract Award (tentative) | June 4, 2024 |

Contract completion date no later than July 31, 2024

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

4. Inquiries

All inquiries concerning this RFP including scope of work, process and results will be made **in writing** (e-mail) by the date listed above, to both of the email addresses noted below:

Robert Morrison, Fire Chief
fire@mckellar.ca
(705) 774-8010

AND

Karlee Britton, Acting Clerk/Administrator
deputyclerk@mckellar.ca
(705) 389-2842 x5

Inquiries shall not be directed to any other Township employees. No clarification requests will be accepted by telephone.

5. Omissions, Discrepancies and Interpretations

Should a proponent find omissions from, or discrepancies in, any of the proposal documents or should he be in doubt as to the meaning of any part of such documents, she/he should notify the Township, in writing before submitting their proposal and, not later than the deadline for receipt of questions. If the Township considers that a correction, explanation or interpretation is necessary or desirable, the Township will issue an addendum.

The Township shall not be held liable for any errors or omissions in any part of this document. While the Township has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Township from forming their own opinions and conclusions with respect to the matters addressed in this document.

Addenda if required will be issued by the Township and shall hereby form part and parcel of the said project. Failure to acknowledge the addendum/addenda issued may result in a non-compliant submission.

6. Withdrawal and Amendment of Proposals

Proponents may withdraw their proposal at any time up to the official closing time by submitting a letter, signed by an authorized representative on their company letterhead to the RFP contact.

Proponents may amend their proposal up to the official closing time by withdrawing their proposal and submitting a new proposal. Amendments by telephone, facsimile or email shall not be accepted or considered.

7. Proposal Preparation & Cost

All expenses incurred through the preparation and submission of a bid or in providing any additional information necessary for the evaluation of the bid by the Township shall be borne by the proponent. The Township will not return the proposal, or any accompanying documents, submitted by a proponent.

8. Completion of Submission Form

Proposals are required to be submitted on the Submission Form included in this proposal package, together with any further forms or sheets which proponents are instructed elsewhere herein, or in any addendum hereto, to include with their proposals. Proponents may retain the rest of the proposal documents issued to them.

All entries in the Submission Form shall be in ink or typewritten, with original signatures.

9. Irrevocability of Bids

Proposals shall be irrevocable and shall remain open for acceptance for a period of ninety (90) days from the submission deadline.

10. Reservation of Rights and Privilege

The Township has the right to waive strict compliance with the terms of the RFP if, in the opinion of the Township, the non-compliance does not affect the Proposal in any material way, materiality to be determined in the sole discretion of the Township.

The Township reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- a. accept a Proposal other than the lowest Proposal or reject the lowest Proposal;
- b. cancel this RFP at any time, either before or after the Submission Deadline and for any reason without any liability to any proponent.;
- c. accept or reject any and all Proposals, whether in whole or in part;
- d. accept the Proposal deemed most favourable to the interest of the Township or that may provide the greatest value and benefit to the Township based upon and not limited to:
 - I. price
 - II. ability
 - III. service
 - IV. past experience
 - V. past performance
 - VI. qualification
- e. waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Submission Form or Proposal Submission.

The Township may consider the total Bid price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which proposal best meets its needs and interests.

The Township reserves the right to seek clarification of the contents of any Proposal, or to require a Proponent to submit further documentation.

In its evaluation of the Proposals, the Township may consider the following:

- a. information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- b. information received in response to enquiries made by the Township of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- c. the experience and qualification of the Proponent's senior management, and project management.
- d. The compliance of the Proponent with the Township's requirements and specifications; or

- e. Proponents with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Township reserves the right to verify any information from third parties and receive additional information regarding any Proponent, its directors, officers, shareholders or owners, and any other party associated with the Proposal, as the Township may require.

The Township has the right to reject any Proponent who is involved in litigation with the Township.

If only one Proposal is received, the Township has the right to elect to:

- a. open the Proposal;
- b. not open the Proposal and close the RFP;
- c. reject the Proposal and cancel the RFP if the Proposal is over budget.

If no Proposals or no compliant Proposals are received, the Township has the right to elect to:

- a. cancel the RFP and reissue the Proposal Document at a later date;
- b. cancel the RFP and to single source the works to any one person or entity whatsoever at its sole discretion.

By submitting a Proposal, the Proponent acknowledges the Township's rights under this Section and absolutely waives any right, or cause of action against the Township, by reason of the Township's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.

11. Estimated Quantities

The proponent understands and accepts that the quantities shown in the RFP Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required at the discretion of the Township.

12. Statement of Understanding

Each proponent shall be deemed to have carefully examined the RFP prior to submitting its response, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its response, communicate the same in writing to the Township.

Each proponent warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the work and that in preparing its response, it has satisfied itself that it has secured all necessary information required by a competent, experienced proponent to prepare a responsible and complete response.

13. Freedom of Information and Protection of Privacy

Proponents are advised that all written communications received by the Township as part of this procurement are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

The Township will use its best efforts not to disclose any information so marked but shall not be liable to a proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

14. Confidential Information

All information provided by or obtained from the Township in and form in connection with this RFP

- a. is the sole property of the Township and must be treated as confidential;
- b. is not to be used for any purpose other than replying to this RFP and any subsequent contract;
- c. shall not be disclosed without prior written authorization from the Township;
- d. shall be returned by the proponent immediately upon request of the Township.

15. Conflict of Interest

The Township may disqualify a proponent for any conduct, situation or circumstances determined by the Township, in its sole discretion, to constitute a conflict of interest, real or perceived.

16. No Lobbying

Any attempt on the part of a proponent, or its employees, agents, contractors, sub-contractors or representatives, to contact an employee of the Township, Elected Official or Appointed Officer, other than the designated staff detailed in this RFP, to influence the purchasing process or subsequent selection, may result in the disqualification from the bidding process.

17. Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Township; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

PART B- STANDARD CONDITIONS

18. Notification and Execution of Contract

The successful proponent selected by the Township to enter into contract will be notified in writing. The successful proponent shall sign the contract in duplicate (2), within ten (10) business days of receiving notification. This provision is solely for the benefit of the Township and may be waived by the Township.

If a selected proponent fails to execute the agreement, the Township may withdraw the selection of that proponent and proceed with the selection of another proponent.

Once the agreement has been executed, the other proponents will be notified in writing of the outcomes of the RFP process.

19. Insurance Requirements

The following requirements are standard for the Township and are included as an indication of the level of coverage which will be sought by the Township. All insurance costs related below will be borne by the successful proponent(s).

Successful Proponent Insurance Requirements:

The successful proponent shall provide and maintain during the term of the Contract:

Commercial General Liability insurance subject to limits of not less than Two Million (\$ 2,000,000) inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. Coverage shall include but not limited to bodily injury including death, personal injury, damage to property including loss of use thereof, premises and completed operations, contractual liability, contingent employers liability, owner's protective coverage, non-owned automobile and contain a cross liability, severability of insured clause. The Township of McKellar is to be added as an additional insured but only with respect to liability arising out of the operations of the Named Insured.

Standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than Two Million (\$2,000,000) per occurrence.

All policies shall be endorsed to provide the Township with not less than 30 Days' written notice of cancellation.

20. Workplace Safety and Insurance Board (WSIB)

The proponent shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the proponent or any subcontractor is liable to pay under the *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

21. Laws and Regulations

The proponent shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract.

22. Occupational Health and Safety

The proponent shall be solely responsible for safety on the project and for compliance with the rules; regulations and practices required by the applicable Health and Safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

23. Township Not Employer

The proponent agrees that the Township is not to be understood as the employer to any proponent nor to such proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFP document.

24. Indemnification

The proponent shall indemnify and save harmless the Township from and against all claims, actions, losses, costs, damages, or other proceedings by whomsoever made, including substantial indemnity legal costs, which the Township, its employees, officers or agents may suffer as a result of or in any way caused by negligent acts or omissions by the proponent or any of its officers, directors, employees, or agents, in connection with the Services performed.

25. Termination

In the event that the proponent fails to comply with any provision of the Contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the Township, the Township may give notice in writing to the proponent of such failure. In the event that the proponent has not remedied its failure within ten (10) days of the said notice, the Township shall be entitled to exercise any one or more of the following remedies:

- a. the Township may terminate the Contract without further notice and exercise its rights to the performance security provided by the proponent;
- b. the Township may withhold any payment due to the proponent hereunder until the Proponent has remedied its failure;
- c. the Township may engage the services of others to remedy the proponent's failure and obtain reimbursement therefore from the proponent. Such reimbursement may be obtained either through deduction from any amount owing to the proponent or through any other legal means available to the Township; or
- d. the Township may assert any other remedy available to it in law or equity.
- e. The Township reserves the right to terminate the contract at any time without cause and without liability upon thirty (30) days written notice.

26. Non-Assignment

The successful proponent(s) may not assign this contract in whole or in part or any work performed in accordance with the contract without the prior written consent of the Township.

27. Evaluation of Performance

Upon completion of the contract, the Township may complete an evaluation of the proponent's performance. The evaluation shall be placed on file and a copy of this evaluation may be provided to the proponent. This information may be made available to persons requesting Township references for the proponent and, also may be reviewed and may form part of the criteria when awarding future bids by the Township. In the event of documented poor performance, non-performance or conflict of interest, the Township may put the proponent on a no-bid list and will not accept bids from the proponent for up to two (2) years.

The proponent hereby authorizes the maintenance and release of this information.

28. Payment Terms

The Township's standard payment terms are NET 30 days from the date of invoice. To allow for timely payment.

Invoices may be mailed directly to or may be emailed to:

The Township of McKellar
Attention:
Robert Morrison, Fire Chief
701 Highway 124
McKellar, Ontario P0G 1C0

or

fire@mckellar.ca

PART C – RFP PARTICULARS

29. Project Background

The Municipality of McKellar is seeking proposals from qualified and experienced contractors to provide exterior painting services and caulking around windows and doors for Firehall 2 located at 710 Hurdville Rd in McKellar. The project aims to enhance the aesthetic appeal and structural integrity of the fire station, ensuring its durability and protection against environmental elements.

30. Scope of Work

Review, provide comment on and provide estimated costs for:

1. Exterior Painting: (Charcoal Grey)

- Thoroughly inspect the exterior surface of Firehall 2 to identify areas requiring repair.
- Prepare the surface by cleaning, sanding, and priming if or where necessary.
- Apply high-quality exterior paint suitable for the climate conditions in McKellar.
- Ensure uniform coverage and neatness in painting all exterior walls, trims, and other relevant surfaces.
- Coordinate with the Municipality regarding the selection of paint that will stand up to harsh weather conditions and long lasting.

2. Caulking:

- Inspect all windows and doors for gaps, cracks, or deteriorated caulking.
- Remove old caulking and clean the areas to be re-caulked.

- Apply appropriate caulking materials to seal gaps and joints around windows, doors, and other openings.
- Ensure proper adhesion and weatherproofing to prevent water infiltration and air leakage.
- Match caulking material to the chosen color scheme or as directed by the Municipality.

3. Quality Assurance:

- Adhere to industry best practices and standards throughout the painting and caulking processes.
- Use high-quality materials that are durable and long-lasting.
- Conduct thorough inspections upon completion to ensure workmanship meets or exceeds expectations.
- Provide warranties or guarantees for the quality and durability of work performed.

31. Project Deliverables

Deliverables will include a review, costing and editorial discussion.

32. Timeframe of the Project

Project Completion by July 31, 2024

33. Bid Submission Requirements – These requirements can change based on the project.

The submission should include at a minimum the following information and shall be submitted in the same sequence provided:

- a. **Completed Submission Form**
- b. **Company Background and Relevant Experience:**
 - i. Provide an outline of your company background including the number of employees and years in business.
- c. **Proposed Fee:**

The Proponent shall submit a detailed fee proposal identifying all costs associated with the proposed project.

Identify any out-of-pocket expenses & disbursements.

34. Submission Evaluations –

Selection of a submission will be based on, but not solely limited to, the following criteria and weighting:

| ITEM | EVALUATION CRITERIA | POINTS |
|------|--|------------|
| 1 | Completeness of Submission | 15 |
| 2 | Company Background & Experience | 15 |
| 3 | Understanding of the Project and Work Plan | 35 |
| 4 | Proposed Fees | 35 |
| | Total | 100 |

Points awarded for the “Proposed Fee” portion of the evaluation shall be in accordance with the following:

The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (35). All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times (\text{maximum points for proposed Fee}) = \text{points}$$

The proposals will be evaluated in accordance with the evaluation criteria as set out in the RFP Document. The Township reserves the right to enter into further discussions in order to obtain information that will allow the Township to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Township will be served.

The Township reserves the right to consider the following during the evaluation process:

- i. Information provided in the submission itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the submission;
- iii. Information received in response to enquiries made by the Township of third parties apart from those disclosed in the Submission in relation to the reputation, reliability, experience and capabilities of the Proponent;
- iv. The manner in which the Proponent provides services to others;
- v. The compliance of the Proponent with the Township’s requirements and specifications.

By submitting a submission, the Proponent acknowledges the Township’s rights under this Section and absolutely waives any right, or cause of action against the Township, by reason of the Township’s failure to accept the submission submitted by the Proponent, whether such right or cause of action arises in project, negligence, or otherwise.

END.

SUBMISSION FORM

THE CORPORATION OF THE TOWNSHIP MCKELLAR

Robert Morrison, Fire Chief

fire@mckellar.ca

**Contractor to provide Exterior Painting and Caulking Services for
Township of McKellar Fire Stn. 2 @ 710 Hurdville Rd, McKellar,
Ontario**

**DOCUMENTS TO BE ENCLOSED WITH THIS FORM
INCLUDING BUT NOT LIMITED TO:**

- Submission Form
- Background & Relevant Experience
- Understanding of the Project & Work Plan
- Proposed Fee



TOWNSHIP OF MCKELLAR
 REQUEST FOR PROPOSAL (RFP)
 PAINTING AND CAULKING SERVICES (FIRE STN. 2) **RFP 2024-10**

Submission Form

Contractor: _____

Address: _____

Telephone: _____ Email: _____

Contact Person: _____

Description of Work:

The contractor will be required to provide the labour and materials to complete exterior painting and caulking services for Township of McKellar Fire Stn. 2

Location: 710 Hurdville Road McKellar, Ontario

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 **2024-10** 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.