

# THE CORPORATION OF THE TOWNSHIP OF MCKELLAR

Invites

# **REQUESTS FOR PROPOSALS**

RFP - PW-2023-01

for replacement/installation of **New Windows and Door in Hemlock**Church located at 924 Hurdville Road, McKellar, ON

Sealed Tenders, clearly marked

Tender – PW-2023-01

will be received by the undersigned

until 2:00 p.m.

on Thursday, February 23<sup>rd</sup>, 2023

Lowest or any Proposal not necessarily accepted.

Chris Bordeleau, Chief Building Official Township of McKellar P.O. Box 69, 701 Hwy 124 McKellar, ON POG 1C0 <a href="mailto:cobo@mckellar.ca">cbo@mckellar.ca</a> (705) 389-2842

Please Note: Prior to submitting a Proposal, further information may be obtained by contacting CBO, Chris Bordeleau at (705) 389-2842 x2

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# **Submission Form**

| Contractor:             |  |                             |
|-------------------------|--|-----------------------------|
| Address:                |  |                             |
| Telephone:              | Email:   |                             |
| Contact Person:         |  |                             |
| complete all work requi | equired to provide all machinery, materials, and manp<br>red to replace and install new windows (6) and door (<br>Church, 924 Hurdville Road, McKellar, ON P2A 2W7 |                             |
| Subtotal                | \$   |                             |
| H.S.T.                  | \$   |                             |
| TOTAL CONTRACT P        | RICE: \$   |                             |
| An Itemized (           | Quotation Must Be Attached or Included In the Pro  | posal Package               |
|                         | red to provide the Township with proof of insurance in responsible for all issues relating to WSIB, insurance etract.  |                             |
| , , ,                   | nowledge that I have read and understand this Reque abide by the terms and conditions contained here-in.   | est for Proposal <b>PW-</b> |
| Authorized Signature:   | , <del></del> _  |                             |
| Name:                   | (Plea  | ase 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:

Chris Bordeleau, CBCO Chief Building Official Township of McKellar 701 HWY 124, P.O Box 69 McKellar, Ontario P0G 1C0 Phone: (705) 389-2842 Ext. 2

Fax: (705) 389-1244

#### REQUEST FOR PROPOSAL CLOSING

#### **Date of Closing**

RFP submissions can be made until February 23, 2023 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 February 23, 2023 at 2:00 PM. in a closed and sealed envelope clearly marked as to contents "Hemlock Church RFP PW-2023-01", to:

Ina Watkinson
Clerk Administrator
Township of McKellar
701 Highway 124
P.O Box 69
McKellar, Ontario
P0G 1C0

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



#### **PROJECT SUMMARY**

To provide all supplies, machinery, materials, contracting and construction services necessary for the replacement/installation of new windows and door for Hemlock Church and for the disposal of all old windows and door.

#### PROPERTY DESCRIPTION

Hemlock Church located at 924 Hurdville Road, McKellar, Ontario, CON 3, PT LOT 22, 42R-6340, PART 1

#### PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until February 23, 2023 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 60 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:

Chris Bordeleau, CBCO Chief Building Official Township of McKellar 701 HWY 124, P.O Box 69 McKellar, ON P0G 1C0

Phone: (705) 389-2842 Ext. 2 Fax: (705) 389-1244 Email: <a href="mailto:cbo@mckellar.ca">cbo@mckellar.ca</a>

If a correction, explanation, or interpretation is deemed necessary or desirable, a written addendum will be issued to all proponents. Proponents should notify Chris Bordeleau 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 Chief Building Official.

#### PROJECT DELIVERABLES

- 1. To provide all supplies, machinery, materials, contracting and construction services necessary for the replacement/installation of new windows and door for Hemlock Church, and for the removal and disposal of all construction debris. Any additional repairs to the flooring system that may be required are included in the scope of work.
- 2. There are 6 windows and 1 exterior door which need replacing (see picture below). Attention shall be made to the fact that new siding will be installed after windows have been installed.
- 3. All construction must be in compliance with the latest version of the Ontario Building Code.



#### CONSTRUCTION FOR HEMLOCK CHURCH

Contractor is to verify all window measurements and door measurements on site. All windows are to be replaced with an openable window in the same shape and size as existing.

#### PROJECT SCHEDULE

The project must be completed by December 1, 2023.

#### **COMPLETION DEFINITION**

This project will be deemed to be complete upon final inspection of the completed project by the CBO, with all deficiencies resolved to the satisfaction of the Township of McKellar prior to the release of final project payment.

#### TIME LIMITATIONS

The start and end dates of the project need to be clearly specified as a commitment by the applicant.

#### PERMITS AND APPROVALS

The contractor will be responsible for all applicable permits (including costs), and arranging for inspections. The successful contractor shall provide detailed drawings of proposed work.

#### 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 CHECKLIST

| Proposed project plan                       |
|---|
| WSIB Certificate                            |
| Proof of liability insurance                |
| Commencement and completion dates           |
| Proposal signed (sealed) by company rep     |
| Project cost clearly specified and itemized |

# **REFERENCES**

# Client 1

| Name:               | Phone: |  |
|---------------------|--------|--|
| Scope of Work:      |        |  |
| Contract \$ Amount: | Term:  |  |
| Client 2            |        |  |
| Name:               | Phone: |  |
| Scope of Work:      |        |  |
| Contract \$ Amount: | Term:  |  |
| Client 3            |        |  |
| Name:               | Phone: |  |
| Scope of Work:      |        |  |
| Contract \$ Amount: | Term:  |  |

## **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.

#### Time of the Essence

Time is of the essence of the Contract.

#### Inspection of the Work

The Work and any and all parts thereof shall be subject to inspection and acceptance by the Township of McKellar staff.

#### 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 nonperformance of the Contractor of his/her obligations under any resulting contract.

#### **Payment**

Payment by the Township of McKellar for the Work shall be made following delivery, inspection and acceptance of the Work, and following presentation of an invoice (minus a 10% holdback per invoice) which correctly corresponds with the work provided. Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later. Payment of all holdbacks will be made after successful completion and inspection by the Township of McKellar of all Work required to complete the project. All payments will be in full compliance with the provisions of The Construction Lien Act.

#### **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 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 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.