



REQUEST FOR PROPOSAL

Brine Header Modification

Proposal Closing Date and Time

April 19, 2024

At 1:00pm., local time

Proposals are to be Delivered to:

The Corporation of the Township of Terrace Bay

Luke Bedard

Community Development Supervisor

1 Selkirk Avenue, P.O. Box 40

Terrace Bay, ON

P0T 2W0

Electronic copies will be accepted, email cds@terracebay.ca

1. Project Information

1.1 Purpose:

The Township of Terrace Bay (the Owner) invites proposals for brine header modification(s) at the Terrace Bay Memorial Arena.

1.2 Project Location:

Terrace Bay Memorial Arena, 1 Selkirk Avenue, Terrace Bay ON, P0T 2W0

1.3 Project Background:

The Terrace Bay Memorial Arena, constructed in 1957, is cooled by a brine solution flowing through original steel circuits. During the 2023-24 skating season, it was identified at least eight of these circuits were permitting none or very little flow and therefore were not cooling (photos below). Additionally, based on the age of the infrastructure, the branch valves (268) are seized, thus preventing branch line isolation. Terrace Bay is seeking best solution for clearing the blocked brine circuits, ensuring that all lines are clear, and allowing for branch line isolation.



1.4 Project Scope

1. Restore blocked brine circuits
2. Modify brine header to allow for branch line isolation

2. Proposal Submission

2.1 General

Proposals are to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and Reference Number or sent via email.

All Proposal information and pricing shall be legibly written in ink or by computer.

The Proponent is required to detail a project timeline that indicates when deliverables will be produced.

Proponents are required to conform to the conditions listed above and those failing to do so, may be disqualified.

2.2 Company Profile, Experiences

- a) Provide an overview of the company history including experience. State the length of existence and types of services offered. Identify the technical details that make the Proponent uniquely qualified for this work.
- b) The correct legal name of the proposing entity.
- c) The name, title, mailing address, e-mail, and telephone of the person who will be the Township's point of contact.

2.3 Schedule/Work Plan

- a) Provide a schedule/timeline for delivering the equipment.

2.4 Budget and Cost

Proponents shall provide in their cost proposal: equipment, labour, travel, warranty, and a total upset price, including HST, with a breakdown of the major items described in the Project Scope section. Proponents are encouraged to include any other cost related information they deem relevant.

Please include a description of the preferred schedule(s) and method of payment.

2.6 Submission General Conditions

a) Disqualification

The Township reserves the right in its sole discretion to reject any or all proposals. Failure of the Proponent to satisfy any term or condition of this RFP may result in the rejection of said Proposal. Further, any incomplete proposals, qualified proposals, proposals not properly signed/dated, proposals received after the closing date/time, proposals completed in pencil, proposals with incomplete calculations, and proposals lacking required information may be rejected as incomplete.

b) Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of the RFP documents, by budgetary calculations, and scope of work, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP. Prices must include all incidental costs and the Proponent must be satisfied as to the full requirements of the RFP.

c) Addenda

If the Township determines that an amendment is required to this RFP, the Township will send an electronic copy of the written addendum to each proponent that submits a proposal.

d) Proposal Withdrawal or Replacement

Any Proposal may be withdrawn prior to the scheduled time for Proposal Closing by submitting written notice to the RFP contact. Replacement Proposals are welcome until the Proposal Closing.

e) Amendments to Proposals

Proposals may be amended in writing and delivered to the closing location before the closing time. Such amendments should be signed by the authorized signatory of the Proponent and hand delivered to the Community Development Supervisor

f) Clarification of Submissions by the Municipality

To assist in the examination, evaluation and comparison of submissions, the Municipality may, at its discretion, ask the proponent for clarification of its proposal. The request for clarification and the response shall be in writing and no change in substance of the submission shall be sought, offered, or permitted.

3.0 Submission Instructions

3.1 Address for Submission of Proposals

cds@terracebay.ca OR Luke Bedard
1 Selkirk Avenue
PO Box 40
Terrace Bay ON
P0T 2W0
807 825 3315 x7105

3.2 Key Dates

- Proposal Submission Deadline: On or before 1:00pm local time, April 19, 2024
- Contractor Selection: April 22-26, 2024
- Earliest Project Start Date: May 1, 2024

3.3 Inquiries

All inquiries related to this Proposal should be directed in writing to the person(s) named below (the "Township Representative(s)"). Information obtained from any person or source other than the Township Representative(s) may not be relied upon.

Name: Luke Bedard
Email: cds@terracebay.ca
Phone: 807 825 3315 x7105

The Township reserves the right not to respond to inquiries made after the date mentioned in the previous schedule. Inquiries and responses will be recorded and may be distributed to all Proponents in the form of addenda at the discretion of the Township.

Proponents finding discrepancies or omissions in the Contract or Proposal or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative(s). If the Township determines that an amendment is required to this Proposal, the Township Representative(s) will issue an addendum. No verbal conversation will affect or modify the terms of this Proposal or may be relied upon by any Proponent.

3.4 Opening of Proposals

The Township intends to open and evaluate Proposals internally. There will not be a public opening.

4. Evaluation & Selection

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the Township by the Evaluation Team. The staff-based Evaluation Team may consult with others including Township staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Township Representative.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal, which is most advantageous to the Township, using the following criteria:

| Criterion | Weight |
|---------------------|---------------|
| Quality of Proposal | 10 |
| Experience | 20 |
| Cost | 70 |
| Total | 100 |

All Proposals will be evaluated by Terrace Bay in its sole discretion. The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.4 Interviews

The Evaluation Team may, at its discretion, invite some or all the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.5 Multiple Preferred Proponents

The Township reserves the right and discretion to divide up the Services; either by scope, geographic area, or other basis as the Township may decide and select one or more Preferred Proponents to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the

Services. If the Township exercises its discretion to divide up the Services, the Township will do so reasonably having regard for the Proposal and the basis of Proposals.

In addition to any other provision of this Proposal, Proposals may be evaluated based on advantages and disadvantages to the Township that might result or be achieved from the Township dividing up the Services and entering into one or more Contracts with one or more Proponents.

4.6 Negotiation of Contract and Award

If the Township selects a Preferred Proponent or Preferred Proponents, then it may:

- a) Enter into a Contract with the Preferred Proponent(s); or
- b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - i. Clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - ii. Negotiation of amendments to proposed work plan and/or scope of the Proposal of the Preferred Proponent
 - iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Services if:
 - The Preferred Proponent's financial Proposal exceeds the Township's approved budget, or
 - The Township reasonably concludes the Preferred Proponent's financial Proposal includes a price that is unbalanced, or
 - A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for services like the Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
 - iv. If at any time the Township reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Township may then either open discussions with another Proponent or terminate this Proposal and retain or obtain the Services in some other manner.
- c) The Corporation of the Township of Terrace Bay reserves the right to accept or reject any or all proposals. There shall be no obligation of Terrace Bay to proceed with work set out in a Proposal, if accepted, until an Agreement is executed by the Township and the Successful Proponent. Any proposals prepared in response to this RFP shall be prepared at the cost of the proponent.

5. Selected Proponent Standard Terms and Conditions of Contract

5.1 Indemnification and Insurance

The successful Proponent shall indemnify, defend and save harmless the Township of Terrace Bay from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the Proponent caused by or arising out of performance act, or omission of any terms of the final contracts. This indemnification shall survive the termination or expiry of the contract.

The successful Proponent shall provide and maintain during the term of the contract, Commercial General Liability insurance which shall include coverage of Professional Liability/Errors and Omissions Insurance in a form acceptable to the Township and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The successful Proponent shall provide and maintain during the term of the Contract liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Liability insurance coverage shall not be subject to a deductible.

It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Additional Insured.

At the time of entering into the contract, the successful Proponent shall provide evidence in the form of a Certificate of Insurance of the insurance coverage to the Township in respect to this Contract.

If the contract period extends beyond the term of the insurance policy, the successful Proponent shall provide to the Township a renewed insurance certificate thirty (30) days prior to the policy's expiry date.

5.2 Confidentiality

Material provided to Proponent by the Township must be kept confidential (unless already identified as public documents) including records and information relating to this work. All correspondence, documentation, and information provided by the Township to the Proponent in connection with this RFP, or the acceptance of any proposal, remains the property of the Township. All documents shall be subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Any documents and information provided to the Proponent by the Township shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

5.3 Conflict of Interest

In its Proposal, the Proponent shall disclose to the Township any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Township may, at its discretion, refuse to consider the Proposal. If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the Township. If the Township requests, the Proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

5.4 Costs Incurred by Proponents

All costs and expenses incurred in the preparation and submission of proposals shall be borne by the Proponent. No payment will be made for any proposals received, or for any other effort required of or made by the Proponent prior to the commencement of work defined by the proposal approved by the Township. There shall be no direct payment for the preparation and submission of Proposals, or to attend interviews in response to this Request for Proposal.

Every effort will be made to accommodate interviews by conference call and/or Skype where appropriate to minimize any related costs to the Proponent.

5.5 Errors and/or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The Proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this RFP shall not relieve a proponent of the responsibility of providing the required

services if a Proposal is accepted and provide a contract executed between the Proponent and the Township.

5.6 Influence

Proponents and their agents will not contact any member of the Township Council or Township Staff with respect to this RFP, other than the Township Representatives as named within this document. Any person, company, corporation, or organization that attempts to influence the outcome of any Township purchasing or hiring process shall be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension from this or other works with the Township.

5.7 Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Township discovers there has been a breach of this requirement at any time, the Township may not consider a proposal or execute an agreement with the successful proponent, if any.

5.8 Assignment of Agreement

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of the contract, if one is awarded, or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Municipality.

5.9 Ownership of Proposals and Freedom of Information

All proposals submitted to the Township become the property of the Township and as such are subject to disclosure under Ontario's *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). By submitting a proposal, the proponent agrees to public disclosure of its contents as required under this Act. The Proponent's name at a minimum shall be made public on request. Any information the Proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act.

5.10 Accessibility

The Township of Terrace Bay is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.