

REQUEST FOR PROPOSAL FOR
Old Highway 17 Bridge Structure #009

Quote No.

2025-009

Closing: February 20th 2025

Joie de vivre



www.westnipissingouest.ca



MUNICIPALITY OF WEST NIPISSING
Old Highway 17 Structure 009

SECTION 1.0

REQUEST FOR PROPOSALS

The Municipality of West Nipissing is seeking proposals from qualified contractors to undertake the removal of Structure 009 Old Highway 17 Bridge and replacement with a nonstructural culvert. as outlined in the bid documents.

Owner: Municipality of West Nipissing
101-225, Holditch Street
Sturgeon Falls, ON P2B 1T1
Phone: 705-753-2250
Fax: 705-753-3950



PROPOSAL SUBMISSION

- 1.0) Proposals must be returned in a sealed envelope clearly marked “Public Works Office” complete with bidder’s Company name and Bid reference number to the Municipality of West Nipissing town hall, 101-225 Holditch Street, Sturgeon Falls, Ontario P2B 1T1, before 11:00 am(local time) on February 20th 2025 (the “Official Closing Time”).
- 1.1) Proposals will be deemed to have been received when a Municipality representative has stamped the envelope with the time and date of receipt with the time clock located at the Services counter. The time clock located at the services counter is the official timepiece. Bids may also be submitted through the exterior drop box at Town Hall, 225 Holditch Street, Sturgeon Falls. Bids submitted through the exterior drop box will be recorded as received when the drop box is opened the following morning.
- 1.2) Proposals submitted by facsimile will not be considered.
- 1.3) All pages contained in the request for proposal form an integral part of this process.
- 1.4) The lowest or any proposal will not necessarily be accepted. The owner may decide, at its sole discretion, that no proposal submitted will be accepted and no contract will be awarded pursuant to this procurement process. If the owner elects to reject all proposals, all proponents will be notified and the owner will not be liable to any proponent in preparing the proposal, damages, loss of anticipated profit in connection with the work, or any matter whatsoever.
- 1.5) Proponents are advised that the Municipality functions through its Policy No. 2006-332 “Validity of Tenders” and by its By-Law No 2016-89 (including the most current amendments), “By-law to Establish Purchasing Policies and Procedures for the Municipality of West Nipissing” (Purchasing By-Law).
- 1.6) Proponents are required to check the Municipality of West Nipissing website for addenda issued before the closing date and time. If the contract administrator determines that an amendment is required to the bid documents, the contract administrator will prepare an addenda and post it to the Municipality of West Nipissing website.
- 1.7) Partial or incomplete proposals will not be considered.

QUESTIONS AND CLARIFICATIONS

- 2.0) Enquiries, request for explanation, interpretations or clarifications must be submitted by email to ehenning@westnipissing.ca , only those inquiries submitted by email will be considered. Emails submitted must include the bid title and bid reference number.

- 2.1) Enquiries will be received up to noon local time February 13th 2025. Enquiries received after the date and time noted will not receive a response.

PROPOSAL OPENING

- 3.0) Proposals will be opened privately.

ADJUSTMENT OR WITHDRAWAL OF BIDS

- 4.0) Adjustment by telephone, facsimile or letter for a proposal already received will not be considered. A proponent desiring to make adjustment to a bid must withdraw the submission and/or supersede it with another offer.

- 4.1) Proponents may withdraw its proposal at any time prior to closing provided the withdrawal:

- i) is in the form of a letter and,
- ii) state the name of the bidder and clearly identifies the bid that is being withdrawn and;
- iii) is signed by the proponent's duly authorized signing officer;

- 4.2) Proposals may not be withdrawn after the closing time.

EXAMINATION OF SITE CONDITIONS

- 5.0) It is the responsibility of the proponent before submitting a Proposal to carefully examine the site of the proposed work. Proponents shall fully inform themselves as to the existing site conditions and limitations to determine all factors relating to the place of work that may affect the performance of the work, conditions such as weather and availability of labour, the ground, quality and quantity of the material to be encountered, the equipment and facilities needed preliminary to and during the execution of the work, the general local conditions, and all matters which are necessary for the full and proper completion of the work and the conditions under which it will be performed.

- 5.1) Any failure to fully investigate the sites of the work or the foregoing conditions shall not relieve the proponent from his responsibility for estimating properly the difficulty or cost of successfully performing the work. Neither the owner, nor any of his representative or agents, assumes any responsibility for the accuracy of site information indicating in the bid documents and the proponents must evaluate such information relative to the actual conditions at the place of the work.

- 5.2) A site visit can be scheduled with the Manager of Public Works or designate. Please contact Director of Infrastructure Elizabeth Henning at ehenning@westnipissing.ca to schedule.

DOCUMENT DISCREPENCIES AND OMISSION

- 6.0) Proponents are responsible to review the request for proposal documents and to verify they are complete. If the proponent finds discrepancies or omissions from the drawings, specifications and other documents, the proponent should submit a written request for correction to the contract administrator. Written request for corrections must be received no later than February 13th, 2025. Any required correction, addition, deletion or revision to the bid documents will be by written addenda to the bid documents issued by the contract administrator by posting to the Municipality of West Nipissing website.

RESPONSE MATERIAL OWNERSHIP

- 7.0) All material submitted regarding this RFP becomes the property of the Municipality and will only be returned to the Contractor at the Municipality's discretion. Disqualification of a Contractor does not eliminate this right.

ACCEPTANCE OF PROPOSAL CONTENT

- 8.0) The contents of the proposal of the successful Contractor may become contractual obligations if the Municipality wishes to execute a contract based on the submitted proposal. Failure of the successful Contractor to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Contractor may be removed from future solicitations.

INSURANCE

- 9.0) The successful proponent shall, within (7) calendar days after receipt of the owner's notice of award, deliver to the owner one (1) copies of certificates attesting to the fact that the required policies of insurance as outlined in the contract documents have been obtained by the proponent.
- i) General Commercial Liability in the amount of \$2,000,000 (two million)
 - ii) The Municipality of West Nipissing shall be included as additionally insured, but only in respect of and for the duration of the services to be performed under this agreement.

PRE-QUALIFICATION OF CONTRACTOR

- 10.0) Contractor or all sub-contractors working for the contractor must pre-qualify with the Municipality of West Nipissing Health and Safety officer before starting work.

SCOPE

The Municipality of West Nipissing is interested in contracting a Qualified contractor to undertake the removal of the Old Highway 17 Structure 009 and replacement with a nonstructural culvert. All materials and construction are required to meet the OPSS. **Replacement Culvert/Culverts Must have a minimum combined opening area of 15m².**

Proposal shall include:

- Overall Experience of Company and Demonstrated Results
- Proposed Construction Materials and Cost Break Down
- Construction plan including removals and any dewatering required.
- Lump Sum Cost for all Work
- Construction schedule including project milestones and completion date

PROPOSAL SUBMISSION

1.0) Prices bid must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement accompanied by a corresponding PO. Should the Respondent require more information or clarification on any point, it must be obtained in writing prior to the submission of the proposal.

1.1) Submissions shall include, but not be limited to, the following information.

- i. Contact information, including the business or individual's full name, complete address, telephone number, fax number, contact person's full name and email address
- ii. A brief description of the firm – its clients, its history, its projects, its staff
- iii. An outline of the services to be provided (Work Plan)
- iv. An outline of past experience in similar projects
- v. A minimum of three references, including a contact name and phone number
- vi. Any other supporting information you may wish to include with your submission
- vii. The bidder shall include with his bid an agreement to bond issued by a Surety Company licensed to operate in the Province in which the work is to be performed, stating that a performance bond in the amount of 100% of the contract price will be provided to the owner within ten (10) days of award of bid.
- viii. Alternatively, the Agreement to Bond may be a letter from a financial institution licensed to carry on business in the Province of Ontario, advising they will provide a certified cheque or a clear and unqualified Irrevocable Letter

of Credit to the Municipality, in a format acceptable to the Municipality, for 100% of the bid amount if the bidder is successful in his bid.

- 1.2)** Failure to complete and include information as required may result in the submission not being considered. Point by point response is requested. Respondents shall address each and every required item as indicated above.

2.0) FORM OF QUOTE

2.1) Documents Included with RFP

- 2022 OSIM Report

Old Highway 17 Structure Removal and Culvert Replacement	TOTAL PRICE (LS)
Lump Sum shall be inclusive of all allowances	

PROPOSAL EVALUATION CRITERIA

	BEST VALUE EVALUATION CRITERIA	Weighted Score
1.	Overall Experience of Company and Demonstrated Results. Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references and related items.	20%
2.	Schedule. Outline schedule and timelines for project milestones (prior experience of the firm in meeting timelines will be factored in here)	20%

3.	Material Quality. Our evaluation will consider the quality, value and lifespan of the materials being used for the project.	10%
4.	Overall Cost. Effective and efficient delivery of quality services is demonstrated into the budget allocation. The allocation is reasonable and appropriate. Quality and Value of Materials will be considered.	50%
	TOTAL	100%

3.0) In making a proposal, the Respondent hereby certifies that they have reviewed this RFP and are familiar with all conditions contained therein.



HEALTH & SAFETY

- 1.0) General:** Contractor must comply with the Occupational Health and Safety Act (OHSA) and the Municipality of West Nipissing safety policy.
- 1.1) Competent person:** Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of West Nipissing Safety policy.
- 1.2) Equipment & tools:** All equipment and tools used by the Contractor shall conform to Canadian Standards Association (CSA) or manufacturer specifications. The Municipality of West Nipissing reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.
- 1.3) PPE:** All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection and CSA approved gloves at all time while working in prescribed areas.
- 1.4) Reporting:** Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the Ministry of Labour or any other appropriate authority required by legislation.
- 1.5) Proof of training:** The Contractor shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.
- 1.6) Supervision:** Contractor shall comply with OHSA regulations.
- 1.7) Health & Safety Station:** Contractor shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the OH&S Pocket book, MSDS sheets, WSIB information, eye wash stations and emergency first aid kit.
- 1.8) WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.



GENERAL LIABILITY INSURANCE

- 2.0) The successful Bidder's General Liability Insurance policy shall not be less than \$5,000,000 (five million dollars) per occurrence. The successful Bidder agrees to provide proof of a General Liability insurance policy in the amount of not less than \$5,000,000, (five million dollars) per occurrence, to indemnify the Corporation of the Municipality of West Nipissing against any damages occasioned through any act, omission or neglect of the successful Bidder while carrying out the service under this Proposal.
- 2.1) **The Municipality shall be included as an "additional insured" on the successful Respondent's insurance policy.**

PROTECTION OF WORK & PROPERTY

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

PERFORMANCE

- 4.0) Any undue delays in the execution of the work and/or costs incurred by the Municipality due to inefficiencies in performance on behalf of the successful Respondent shall be deemed to be the responsibility of that Respondent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Municipality, will be assessed to the successful Respondent.

CHARACTER AND EMPLOYMENT OF STAFF

- 5.0) The successful Respondent shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a respectable manner.
- 5.1) In the event that any person employed by the successful Respondent in connection with the service arising out of this Proposal gives, in the opinion of the Municipality, just cause for complaint, the successful Respondent upon notification by the Municipality in writing, shall not permit such person to continue in any future service arising out of this Proposal.

ASSIGNMENT OF CONTRACT

- 6.0) The successful Respondent shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or Corporation, without the previous consent, in writing, of the Municipality's officials, which consent shall not be unreasonably withheld.



SUB-CONTRACTORS

- 7.0) No portion of the work under this award may be sub-contracted without the written authorization of the Municipality. The Respondent is fully responsible to the Municipality for the acts and omissions of sub-respondents and/or persons directly or indirectly engaged by the Respondent in respect to this work. Sub-respondents will be required to abide by all the requirements of the Proposal document as though the primary successful Respondent (Insurance, WSIB, Health & Safety Policy, etc.). The Respondent agrees to bind every sub-respondent by the terms of the Proposal documents as far as it is applicable to their work.

LOCATES

- 8.0) The contractor shall be responsible to coordinate with utility companies locates of all buried utilities and services.
- 8.1) No excavation work shall start before clearance from utility companies having jurisdiction has been cleared.
- 8.2) Copies of locates shall be in all equipment used to complete the excavation at all time.

WORKMANSHIP

- 9.0) Workmanship shall be of the best quality, executed by workers qualified, experienced and thoroughly skilled in the respective duties for which they are employed.
- 9.1) Decision as to the quality or fitness of workmanship in case of any dispute rests solely with the Manager of Public Works, whose decision is final.
- 9.2) The Contractor shall provide a trained, competent workers with a minimum of 2 (two) years of verifiable and relevant experience to perform the work to the satisfaction of the Manager of Public Works. References will be provided by the Contractor upon request.
- 9.3) The Municipality reserves the right to disqualify a contractor due to the Bidder's past performance on previous contracts awarded, failure to complete awarded work, or termination of previous contracts.
- 9.4) Laboratory test methods shall be in accordance with ministry of Transportation of Ontario laboratory testing manual and field tests shall be in accordance with accepted M.T.O practice where applicable.



9.5) All work shall conform/comply to the OPSS and all other relevant codes/laws.

COMPLETION AND FINAL INSPECTION

10.0) When satisfied that the work is complete, the contractor shall make a written request to the contract administrator for an inspection. Within five (5) calendar days of receipt of request, the contract administrator and the contractor shall jointly inspect the work

10.1) Deficiencies, if any, shall be noted, and a list shall be prepared and issued by the contract administrator.

10.2) The contractor shall correct deficiencies as listed at no cost to the Municipality of West Nipissing, and notify the contract administrator for a final deficiency inspection.

SPILL REPORTING

11.0) Spills or discharge of pollutants or contaminants under the control of the contractor shall be immediately reported to the Ministry of Environment.

PAYMENT

12.0) All Invoices submitted by the Contractor must show the project name, the Project reference number and the Contract administrator's name.

12.1) Change orders will only be processed if submitted with a change order notice signed by the contract administrator.

12.2) Only original copy of invoices will be processed for payment.

12.3) A 10% holdback will be withheld for 45 days. A 5 % holdback will be retained for the warranty period.