

Township of Schreiber Automatic Door Opening System Upgrades



Request for Proposal



Township of Schreiber
P.O. Box 40,
204 Alberta Street
Schreiber, Ontario
P0T 2S0

Release Date: November 23rd, 2021
Closing Date & Time: November 30th, 2021
2:00pm Eastern Standard Time

Submit to: recreation@schreiber.ca
Attention: Evan Cole,
Recreation Programmer

Project Description

The Township of Schreiber will engage with a selected vendor (CONTRACTOR) to install automatic door opening system on 15 existing doors.

Scope of Work

1. Install automatic door opening system on selected doors (See Schedule A and Schedule B).
2. Change Discovery Centre VR car door from opening inward to open outward, as well as install an automatic door opening system.
3. Provide a Gantt Chart for project schedule and timelines.
4. Provide picture documentation showing that each door has been completed with their upgrade.
5. Address warranty issues as they arise, with the provision of an end of warranty period inspection and report.

Terms & Conditions

This list is not intended to be exhaustive and The Township of Schreiber reserves the right to modify the following anytime in its sole discretion.

Definition of Terms

BIDDER – Refers to a vendor that submits a response to this RFP.

CONTRACTOR - Refers to the successful BIDDER.

MUNICIPALITY – Refers to the Township of Schreiber.

Project – Refers to the Automatic Door Opening Project 2021.

1. General Stipulations

- 1.1. RFP bids must be submitted by Friday, November 30th, 2021 2:00pm (EST). The scope of work shall be completed by Friday, December 31st, 2021.
- 1.2. CONTRACTOR shall be responsible for acquiring all necessary equipment and materials for installing the automatic door opening system.
- 1.3. BIDDER shall bear all costs associated with the preparation and submission of their quote. MUNICIPALITY will in no way be responsible or liable for those costs, regardless of the conduct or outcome of the bid evaluation process.

2. Dealing with Proposals

- 2.1. MUNICIPALITY reserves the right to:
 - 2.1.1. Reproduce any of the proposals and supporting documents for internal use.
 - 2.1.2. To not be obligated in any way by a BIDDER's proposal. MUNICIPALITY will not return any of the BIDDER's proposals or supporting documents to BIDDER.
 - 2.1.3. Request clarification or additional information on any proposal.
 - 2.1.4. Reject any and all proposals and/or re-advertise for the submission of new proposals.

- 2.1.5. Negotiate with any one or more BIDDERS with respect to any aspect for the RFP, this process, mandatory requirements or otherwise with respect to the RFP or any contract arising out of the RFP.
- 2.1.6. In its sole and absolute discretion, independently verify any information obtained in any submission.

3. Consulting and Subcontracting Services

- 3.1. CONTRACTOR shall be willing to enter into a contract or purchase order for the provision and completion of project scope of work. The cost of services is not to exceed the maximum quote as submitted by CONTRACTOR in their response to this RFP.
- 3.2. CONTRACTOR shall provide complete and comprehensive professional services in the speciality fields required to carry out the project.
- 3.3. The CONTRACTOR shall outline if any elements within the Scope of Work are to be sub-contracted to additional working parties. All sub-contractors need to be listed within the RFP submission, including the work that they will be undertaking within the scope of work and their credentials/quality work performance references.
- 3.4. CONTRACTOR will be responsible for all acts and omissions for any subcontractor. Acceptance of any sub-contractual arrangement by MUNICIPALITY will not relieve CONTRACTOR’S responsibility for work provided by a subcontractor.
- 3.5. CONTRACTOR shall ensure that project is carried out in accordance with an accepted schedule presented by CONTRACTOR with its proposal/response to this RFP.

4. Pricing

- 4.1. MUNICIPALITY will be invoiced when services are complete. Invoices submitted by the CONTRACTOR to the MUNICIPALITY are due within 30 days of receipt. The MUNICIPALITY requires fully itemized and detailed invoices with all required internal codes. Invoices must show net subtotal, all applicable taxes separately, and a grand total. The project name and the municipality’s name shall be clearly shown on the invoice. Each invoice will contain a breakdown of the scope of work/tasks completed. If a certain task is not fully completed, provide a completion estimate by percentage.
- 4.2. All invoicing for services and disbursements will be issued directly to the attention of the Township of Schreiber at the following address:
Box 40, 204 Alberta Street, Schreiber, ON P0T 2S0
- 4.3. CONTRACTOR shall provide a financial report with each invoice with the following: a written status report of the work accomplished to date and comment if the project is on schedule; with headings as follows:

Budget Billings

Fees	Previous Billings
Expenses	Billings This Period
Total Contract	Billings to Date

- 4.4. CONTRACTOR shall advise MUNICIPALITY in writing of any changes to the project amount/cost, as soon as possible, after they are evident. Any expenditure not defined within the quote for services must be approved by the MUNICIPALITY in writing as an additional expense prior to the expenditure being incurred. Factoring in the case of additional expenses should be done so in the form of a contingency for the scope of work, if need be.
- 4.5. Set out in relevant and clear schedules to the Agreement, the CONTRACTOR will provide the necessary documentation to MUNICIPALITY to justify pricing if so requested.
- 4.6. CONTRACTOR's fees/prices must contain a current price, as well as any price protection options clearly specified. Prices will be on a net basis with no additional charge, i.e. administration, delivery, and taxes payable are separate. Preference will be given to bidders with a guaranteed firm process over the duration of the term of any definitive agreement.
- 4.7. All monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

5. Taxes

- 5.1. The compensation as stated in this Agreement does not include sales tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the MUNICIPALITY in addition to the compensation.

6. Record Maintenance, Audit & Monitoring Rights

- 6.1. CONTRACTOR will keep and maintain accurate records. CONTRACTOR will permit MUNICIPALITY representatives including internal and external auditors to examine and copy any books or records in possession or control of CONTRACTOR relating to the agreement and relationship with MUNICIPALITY. If material discrepancies are found, invoices will be adjusted to rectify any discrepancy.

7. Termination and Suspension

- 7.1. MUNICIPALITY shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, MUNICIPALITY shall pay to the CONTRACTOR the cost and expenses by the CONTRACTOR in performing that portion of the work completed up until the date of cancellation.
- 7.2. The MUNICIPALITY may:
- 7.3. If the CONTRACTOR; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the CONTRACTOR makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice; terminate the contract.
- 7.4. If the CONTRACTOR; fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any

portion thereof without the MUNICIPALITY's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Proposal, then, in any such case, the MUNICIPALITY may, upon expiration of ten (10) days from the date of written notice to the CONTRACTOR, terminate the assignment.

- 7.5. Any termination of the assignment by the MUNICIPALITY, as aforesaid, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- 7.6. If the MUNICIPALITY terminates the assignment, it is entitled to:
- 7.7. Take possession of all of the work in progress and finish the work by whatever means the MUNICIPALITY may deem appropriate under the circumstances;
- 7.8. Withhold any further payments to the CONTRACTOR until its liability to the MUNICIPALITY is ascertained;
- 7.9. Recover from the CONTRACTOR loss, damage and expense incurred by the MUNICIPALITY by reason of the CONTRACTOR's default (which may be deducted from any monies due or becoming due to the CONTRACTOR, any balance to be paid by the CONTRACTOR to the MUNICIPALITY).
- 7.10. The MUNICIPALITY shall not be liable to the CONTRACTOR for loss of anticipated profit on the cancelled portion or portions of the work.

8. Reporting Requirements

- 8.1. CONTRACTOR will maintain frequent reporting on work progress and any other issues relevant to this project. Review control testing procedures to ensure compliance with contract requirements.
- 8.2. As soon as work begins, MUNICIPALITY shall inspect and test a representative portion of a particular feature of work for quality of workmanship.

9. Insurance & Indemnification

- 9.1. CONTRACTOR shall maintain sufficient Public Liability Insurance and shall provide to the MUNICIPALITY proof of such insurance in the form of a Certificate of Liability issued by an insurance company licensed to write property casualty insurance in the Province of Ontario and providing as minimum requirements the following:
 - 9.1.1. \$2,000,000 primary limits for General Liability and \$2,000,000 for owner and Non-owned Automobile Liability, coverage to include Bodily Injury, Property Damage and Products/Completed Operations; Policies to be written on an occurrence basis.
 - 9.1.2. Professional Liability Insurance coverage shall be in the amount of \$2,000,000. When requested, CONTRACTOR shall provide to the MUNICIPALITY proof of Professional Liability Insurance carried by the CONTRACTOR.
 - 9.1.3. Certificates must provide for thirty (30) days notice to the MUNICIPALITY in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
 - 9.1.4. Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.
 - 9.1.5. CONTRACTOR shall procure and maintain insurance against any claims for injuries to persons or damages to property that may arise from or in connection with

CONTRACTOR's performance of work by his/her agents, representatives, employees, or sub-contractors for the duration of this agreement. The cost of such insurance shall be paid by CONTRACTOR.

- 9.2. CONTRACTOR will indemnify MUNICIPALITY and its representatives (officers, employees, servants, agents, or successors) for any and all losses suffered or incurred due to the performance or non-performance of CONTRACTOR, including negligence, claim, demand, damages, liability, legal fees, costs and permitted assigns, as well as for any losses arising from any claim or action by a third party for breach of intellectual property. This provision shall survive termination of any agreement resulting from this RFP.

10. Dispute Resolution

- 10.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
- 10.2. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Ontario. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Ontario.

11. Confidentiality

- 11.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the MUNICIPALITY which would reasonably be considered to be proprietary to the MUNICIPALITY including, but not limited to, accounting records, business processes, and MUNICIPALITY records and that is not generally known in the industry of the MUNICIPALITY and where the release of that Confidential Information could reasonably be expected to cause harm to the MUNICIPALITY.
- 11.2. The CONTRACTOR agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the CONTRACTOR has obtained, except as authorized by the MUNICIPALITY or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 11.3. All written and oral information and material disclosed or provided by the MUNICIPALITY to the CONTRACTOR under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the CONTRACTOR.

12. Non-Solicitation

- 12.1. CONTRACTOR will not, without the written consent of MUNICIPALITY, directly or indirectly approach, entice or solicit any personnel of MUNICIPALITY for the purposes of recruitment or provision of services.

13. Return of Property

- 13.1. Upon the expiry or termination of this Agreement, the CONTRACTOR will return to the MUNICIPALITY any property, documentation, records, or Confidential Information which is the property of the MUNICIPALITY.

14. No Partnership

- 14.1. In providing the Services under this Agreement, it is expressly agreed that the CONTRACTOR is acting as an independent CONTRACTOR and not as an employee. The CONTRACTOR and the MUNICIPALITY acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

15. Safety & Security

- 15.1. CONTRACTOR will be required to represent and warrant compliance with laws, regulation and industry standards for safety, security and protection of MUNICIPALITY's property.
- 15.2. CONTRACTOR acknowledges its responsibility to meet all of the employer obligations under the Occupational Health & Safety Act (OHSA) and shall ensure that work is carried out in accordance with the OHSA.
- 15.3. CONTRACTOR is required to protect employees with Workplace Safety and Insurance Board coverage. CONTRACTOR must provide a valid "Clearance Certificate" from WSIB.

16. Succession & Assignment

- 16.1. The MUNICIPALITY and the CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the MUNICIPALITY nor the CONTRACTOR shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 16.2. CONTRACTOR will be responsible for all acts and omissions for any sub-contractor. Acceptance of any sub-contractual arrangement by MUNICIPALITY will not relieve CONTRACTOR'S responsibility for work provided by a sub-contractor.
- 16.3. CONTRACTOR'S fees are inclusive of coordination of sub-contractors if applicable.

17. Local Conditions

- 17.1. CONTRACTOR shall make full enquires concerning all local laws, regulations, practices and conditions that might affect their performance of work. All work, especially the installation locations and installation methods must be compliant with local signage by-laws. CONTRACTOR is responsible for obtaining and maintaining all regulatory licences, approvals, and permits necessary to carry out the requirements of the agreement. No plea of misunderstanding will be considered on account of ignorance thereof.

18. Eco-Friendly Processes

- 18.1. CONTRACTOR shall ensure its processes and procedures are environmentally aware and friendly. CONTRACTOR will provide guarantees in measures taken to preserve the environment. CONTRACTOR shall obtain any licences, approvals, and permits needed to meet environmental requirements/standards.

18.2. Construction sites will be limited to the smallest feasible area. Ground disturbance and site management will be carefully controlled to prevent undue damage to vegetation, soils, and archaeological resources and to minimize air, water, soil, and noise pollution.

19. Severability

19.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

20. Waiver

20.1. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

21. Interpretation not Affected by Headings or Party Drafting

21.1. The division of this Agreement into articles, paragraphs, subparagraphs, and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Each party hereby acknowledges that it has reviewed and participated in setting the terms of this Agreement and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

22. Modification of Agreement

22.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each party.

Completing the RFP

1. Provide a work plan with:
 - a. a relevant list of tasks to implement scope of work
 - b. anticipated timelines for tasks (schedule) > ensure to include meeting dates, all tasks, party responsible for completing each task, milestones, and critical path.
 - c. a price-breakdown for tasks (quote)
2. Provide methods for controlling cost and schedules in work plan. Determine proposed technical/physical methodologies which will be utilized to measure project performance.
3. Provide relevant examples that showcase your understanding of the project scope. Describe your company's experience with respect to services that are similar to the proposed work. Provide project team qualifications, former project references, or recognition and awards received for best practice solutions.
4. Provide proof of your company's Workplace Safety and Insurance Certificate. (WSIB).
5. Provide your company's COVID-19 Adherence Policy and Safety Measures
6. Provide proof of comprehensive or commercial general certificate of insurance.
7. Provide written assurance that your company is compliant with all necessary employment laws.

Questions Regarding RFP

All correspondence shall be sent to:

Evan Cole

*Recreation Programmer,
Township of Schreiber*

E-mail: recreation@schreiber.ca

P.O. Box 40, 204 Alberta Street
Schreiber, ON
P0T 2S0

If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document or otherwise requires clarification, such matters should be submitted in writing to the individual named in the above paragraph at least three (3) business days prior to the proposal due date noted on the cover page. Copies of all questions and answers, and any addenda to supplement the RFP, will be sent to each respondent no later than three (3) business days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding on MUNICIPALITY. Any such clarifications or addenda shall become part of this RFP. No interpretation or clarification of the meaning of any part of this RFP will be made orally to any respondent. Respondents must request such interpretation or clarification in writing from MUNICIPALITY.

Questions being asked within the RFP bidding process shall only be communicated by and responded to via email. All answers to questions asked by bidders will be sent out to all interested parties electronically, in a manner that promotes equity and fairness. The deadline to submit questions to the Municipality is: Monday, November 29th 2021 12:00pm.

Bid Evaluation

Evaluation Procedure

Work Plan 70%

- Scope of work, methodology, & implementation of tasks (25%)
- Anticipated timelines & scheduling for tasks (20%)
- Price breakdown/quotes for tasks (25%)

Experience & Qualifications 30%

- Project team qualifications, firm references, examples, and awards (30%)

Bid Rejection

Unsuccessful BIDDERS shall be notified by MUNICIPALITY via email as soon as possible after this bid has been awarded. MUNICIPALITY reserves the right to accept and reject any or all bids, and to select a contractor who offers the most advantageous solution that best serves the interests of MUNICIPALITY.

Appendix

Schedule A – Door Layout

Schedule B – Door Inventory