



**CS-2021-03 REQUEST FOR PROPOSALS
Conlon Farm Path Resurfacing**

**DUE:
11:00 am (Local Time)
FRIDAY, JANUARY 29TH, 2020**

Deliver To:

(and have delivery acknowledged)

**Shannon Baillon
Director of Community Services
80 Gore Street East, Perth, Ontario
K7H 1H9
Email: sbaillon@perth.ca**

**Tel: 613-267-3311 Ext 2227
Website: www.perth.ca/bidsandtenders**

1.0 – INFORMATION FOR VENDORS

1.1 OVERVIEW

The Corporation of the Town of Perth is seeking proposals for the resurfacing of the walking path Conlon Farm Recreation complex from the playground to the bottom of toboggan hill. The project will include the removal of the existing asphalt surface, and replacement with the required base, and asphalt. Further information regarding the scope of work is contained in Section three (3) of this document.

1.2 CLOSING DATE AND SUBMISSION REQUIREMENTS

Submissions, sealed in an envelope, with three (3) copies of the Proposal Package included, clearly marked with the return address label (attached), will be received at the front counter at the Perth Town Hall 80 Gore Street East, Perth, ON, K7H 1H9 until:

11:00 am LOCAL TIME – JANUARY 29TH, 2021

- **Late proposals will NOT be accepted and will be returned unopened to the Vendor, no exceptions.**
- Facsimile (fax) responses for this Request for Proposals will **NOT** be accepted.
- Delivery of Proposals by a courier service shall be the responsibility of the Vendor and will be rejected if the envelope/package is delivered to a location other than which is stated in the document and the envelope/package fails to be delivered to the Township prior to the closing date and time.
- Proposals must be signed by the person authorized to sign on behalf of the Vendor and bind the Vendor to statements made in the response to this Request for Proposals.
- **Three (3) complete copies of the Proposal Package must be submitted as part of the Request for Proposals process.**
- The terms and conditions of this Request for Proposals offer shall remain firm and open for acceptance the Town of Perth for a period of ninety (90) days.
- The Vendor must agree to abide by all the clauses and conditions laid out in this document and the successful Vendor's accepted Request for Proposal.
- The Town of Perth accepts no liability for the costs and expenses incurred by the Vendor.
- The Vendor shall be solely responsible for the delivery of their Request for Proposals in the manner and time prescribed.
- The Town of Perth reserves the right to:
 1. cancel the Request for Proposals call and not accept any Proposal at all and/or re-issue the Request for Proposals in its original or revised form;

2. cancel the Request for Proposals call and not accept any Proposal at all if the costs exceed the budget amount;
 3. reject any Proposal that fails to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all proposals.
- The lowest or any Proposal will not necessarily be accepted.
 - The Town of Perth may select one or more vendors from those Requests for Proposals received for an interview/presentation session prior to making a final selection.
 - If required, presentations will be scheduled the week of February 1st.

1.3 VENDOR TEAM/SUB-CONTRACTOR ARRANGEMENTS

Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost and delivery for the services required by the Town of Perth. The Town of Perth will recognize the integrity and validity of Vendor team arrangements provided that:

- the arrangements are identified, and relationships are fully disclosed, and,
- a prime Vendor is designated which will be fully responsible for all contract performance.
- reference Appendix 'D'

1.4 DELIVERABLES

Vendors proposals in response to the RFP will be incorporated into the final agreement between the Town of Perth and the selected Vendor. Vendor proposals must be in two separate envelopes.

- The first envelope shall contain Appendix A, B, C, D, E, F, G, with Appendix H on the outside of the envelope.
- The second envelope shall contain Appendix I with another copy of Appendix H on the outside of the envelope.

1.4.1 Approach

This section will present a synopsis of the Vendor's response to the RFP. It should generally describe the approach to the various aspects of the work. (Appendix 'A')

1.4.2 Project Timeline

This section should detail the various tasks and deliverables of the project and relate them to a project timeline. A listing of the steps to complete the work described in Section 3 should be included along with the timeline. (Appendix 'B')

1.4.3 Vendor Teams/Sub-Contractors

Identify and list the Vendor team members including sub-contractor relationships in Appendix 'C'.

1.4.4 Addenda Acknowledgement

Acknowledge and include signed copies of all Addenda, attached as part of Appendix 'D'.

1.4.5 Declaration

Vendors must complete the Declaration form, attached as Appendix 'E'.

1.4.6 Vendor's References

Vendors must complete the Vendor's References form, attached as Appendix 'F'

1.4.7 Vendor Checklist

The Vendor checklist should be used to ensure that all required documents have been included in the RFP submission, attached as Appendix 'G'.

1.4.8 Return Address Label

Affix the label to the front of the Vendor's sealed proposal, attached as Appendix 'H'.

1.4.9 Price (to be submitted in a separate envelope)

The Vendor must provide a breakdown of related costs as required in Appendix 'I'.

NOTE:

1. Failure to include the response requirements listed above may result in your proposal being disqualified.

1.5 EVALUATION FACTORS FOR AWARD

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration to the chart below. Evaluation of proposals will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

Area	Proportion
Experience and Qualifications <ul style="list-style-type: none">• Vendor's past history of successfully designing similar municipal trails, including specifics of recent projects and customer references• Vendor's capability, the depth/strength of its organizational structure, and the qualifications of	45%
Professional fees	45%
Proposed Approach <ul style="list-style-type: none">• Proposed scope, approach and work plan to this project.• Detailed project timeline	10%

1.6 QUESTIONS / DISCREPANCIES

- Vendors who find any discrepancies or omissions in this RFP, or who have any doubt as to the intent or meaning of anything contained therein, shall direct questions, in writing (by e-mail), to the following:

Shannon Baillon
Director of Community Services
Perth, Ontario
K7H 1H9
Email: sbaillon@perth.ca

- All questions/discrepancies identified must be sent to the Town at least five (5) business days prior to the proposal due date (11:00 am, 22 January 2021).
- Copies of all questions and answers and any addenda will be sent to each vendor no later than three (3) business days prior to the proposal due date (11:00 am, 26 January 2021).
- To receive addenda you must register your intent to submit and contact information with the contact listed on the cover page.
- Only formal written responses to properly submitted questions will be binding on the Town of Perth.
- All responses by the Town of Perth (addenda) must form part of the Request for Proposals submission by the vendor.

1.7 ADDENDA

Vendors may be advised by addenda, of required additions, deletions or alterations in the requirements of the Request for Proposals documents. All such changes shall become an integral part of the Request for Proposals documents and shall be allowed for in arriving at the total submission price. Vendors shall insert and state on the Addenda Acknowledgement Form (Appendix 'D'), in the space provided, any addenda received by them during the Request for Proposals period.

1.8 REQUEST FOR PROPOSALS / PROJECT SCHEDULE

The schedule for this Request for Proposals is as follows:

Event	Date
Issue RFP	06 Jan, 2020
Mandatory Site Meeting	18 Jan, 2021 at 11:00 am
Last date for questions	22 Jan, 2021 at 11:00 am
Deadline for RFP Submissions	29 Jan, 2021 at 11:00 am
Target date for Review of Submissions	1 Feb, 2021
Award of Contract	15 Feb, 2021
Target Project Start Date	1 Apr, 2021

1.9 PUBLIC OPENING

All submissions, excluding Appendix 'I', will be opened at the Perth Town Hall at 80 Gore Street East, Perth, Ontario, on the same day and time as the closing date. This opening will be available for public attendance. All submissions will be deemed to be public documents and subject to public information requests.

2.0 - GENERAL CONDITIONS

The following section forms an integral part of this Request for Proposals and must be considered in completing a response to this Request for Proposals.

The Vendor must agree to abide by all the clauses and conditions laid out in this Request for Proposals.

2.1 DEFINITIONS

Wherever the word "**Owner**" is used in these documents, it shall mean the Town of Perth.

Whenever the word "**Request for Proposals**" is used, it shall mean and include the agreement to do the work entered into with the Owner, the Information for Vendors, General Conditions, Scope of Work / Special Provisions, Form of Submission, the Request for Proposals and other documents referred to or connected with the said Request for Proposals.

Whenever the word "**Vendor**" is used it shall mean the individual, firm, company or corporation who has undertaken to carry out this Contract.

Whenever the words "**Successful Vendor**", or "**Contractor**" are used it shall mean the individual, firm, company or corporation whom a contract is awarded to.

Whenever the singular or masculine is used in this document, it should be considered as if the plural or feminine has been used where the context so requires.

2.2 WITHDRAWAL

A Submission may be withdrawn at any time prior to the closing date and time at the Vendor's discretion. Withdrawal notification must be in written form, signed, and must be submitted to Shannon Baillon, Director of Community Services email: sbaillon@perth.ca . No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

2.3 AWARD OF CONTRACT

The award of this contract may be subject to approval by the Council of the Town of Perth.

2.4 INSURANCE

2.4.1 COMPREHENSIVE GENERAL

The successful vendor shall, at their expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the municipality, including the following:

- i. Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions

by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employer's liability; tenant's legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.

- ii. the municipality shall be named as an additional insured;
- iii. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the municipality.

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

Indemnity

The successful vendor agrees to fully indemnify and hold harmless the municipality from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the vendor, their agents, officers, employees or other persons for whom the vendor is legally responsible, unless such losses are caused solely by the municipality's own negligence or misconduct.

The policies shown above shall not be cancelled unless the Insurer notifies the municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the municipality.

2.4.2 PROOF OF INSURANCE

The successful Vendor shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the municipality with evidence of coverage as noted above.

2.4.3 WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful Vendor must be covered by WSIB and is required to provide a valid WSIB certificate for the duration of the contract.

2.5 ASSIGNMENTS AND SUB-CONTRACTORS

The successful vendor shall not assign, transfer or sublet this contract or any part thereof without the written consent of the Owner. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

If the services proposed by the vendor include the use of sub-contractors, they must be identified. The vendor will assume full responsibility for any services provided by any sub-contractor. Vendors shall indicate and state on the Price Submission Form all sub-contractors doing work on this project.

2.6 INTERPRETATION

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final. The Owner will be represented by the Director of Community Services.

2.7 VERBAL ARRANGEMENT

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful vendor must produce written authority in support of their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Owner, or in prosecuting any claim against the Owner.

2.8 DOCUMENT REQUIREMENTS AT TIME OF CONTRACT EXECUTION

General

Subject to an award of the Proposal, the successful Vendor is required to submit the following documentation in a form satisfactory to the Owner for execution within ten (10) working days after being notified to do so:

- a) Insurance documents listing all coverages and amounts as indicated.
- b) Workplace Safety and Insurance Board (WSIB) Clearance Certificate.

2.9 AGREEMENT

Should the Vendor's submission be acceptable to the Owner, then the Vendor shall enter into an agreement with the Owner. The form of Agreement shall be the sample Agreement as attached in this Request for Proposals document as Appendix 'J'.

2.10 PRICE AND TAXES

All prices submitted shall be FIRM and shall include, without limitation, all required labour, materials, tools, supplies, equipment and other services as described herein and elsewhere in this document. The quoted prices must clearly show the Harmonized Sales Tax (HST) as a separate item.

The price shown on the Price Submission Form must be fixed. All costs incurred by the

Vendor in carrying out research, investigation or otherwise as may be necessary for the preparation of a response to this Request for Proposals, shall be borne by the Vendor and will not be chargeable in any way to the Town of Perth.

2.11 APPROVALS

Unless specifically stated in the Request for Proposals documents, the Vendor shall obtain and pay the fees for all services (the printing and mailing of Voter Information Letters, transportation and accommodation).

2.12 WARRANTY

The Vendor shall correct at their own expense, any defects in the service. Further, the Vendor shall provide a name and cellphone of the assigned personnel that will affect this warranty.

2.13 NON-PERFORMANCE

The Owner reserves the right to withhold any payment in the event of non-performance. The Owner will give reasonable notice in writing prior to taking such action unless the non-performance prejudices the successful completion of the election.

2.14 DISQUALIFICATION OF VENDOR

A Vendor offering products/services to the Town of Perth certifies that it has not communicated directly or indirectly their Request for Proposals to any competitor or any other person engaged in such line of business. Any or all submissions may be rejected if the Owner believes that collusion exists among the Vendors. Submissions in which the prices are obviously unbalanced may be rejected.

2.15 INCOMPLETE PROPOSALS

Responses to this Request for Proposals, which do not, in the sole opinion of the Owner, adequately address all the requirements listed in this Request for Proposals, may result in a request for clarification to the Vendor or be rejected outright, at the discretion of the Owner.

2.16 FREEDOM OF INFORMATION

Any personal information collected by or on behalf of the Town of Perth under this Request for Proposals is subject to the Municipal Freedom of Information and Protection of Privacy Act. The information provided to the Town of Perth may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, contractors waive any challenge to the Town of Perth's decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the municipality/Owner.

2.17 TERMINATION

The Owner may terminate the agreement for breach of contract with thirty (30) days notice in writing to the other party. The Owner may terminate the contract if the successful Vendor does not fulfill any part of the terms and conditions or requirements of the agreement.

In case the Vendor defaults or delays in executing the work satisfactorily, the Owner may give notice to the Vendor in writing that the Vendor has made such default. Should the Vendor fail to remedy satisfactorily such defaults without delay, or should the Vendor become insolvent or abandon the work or otherwise fail to observe the provisions of the agreement, then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the Vendor's hands and employ person or persons such as he may see fit to complete the work so taken over. In any case, the Vendor shall be chargeable with and remains liable for all loss or damage, which may be suffered by the Owner by reason of such default.

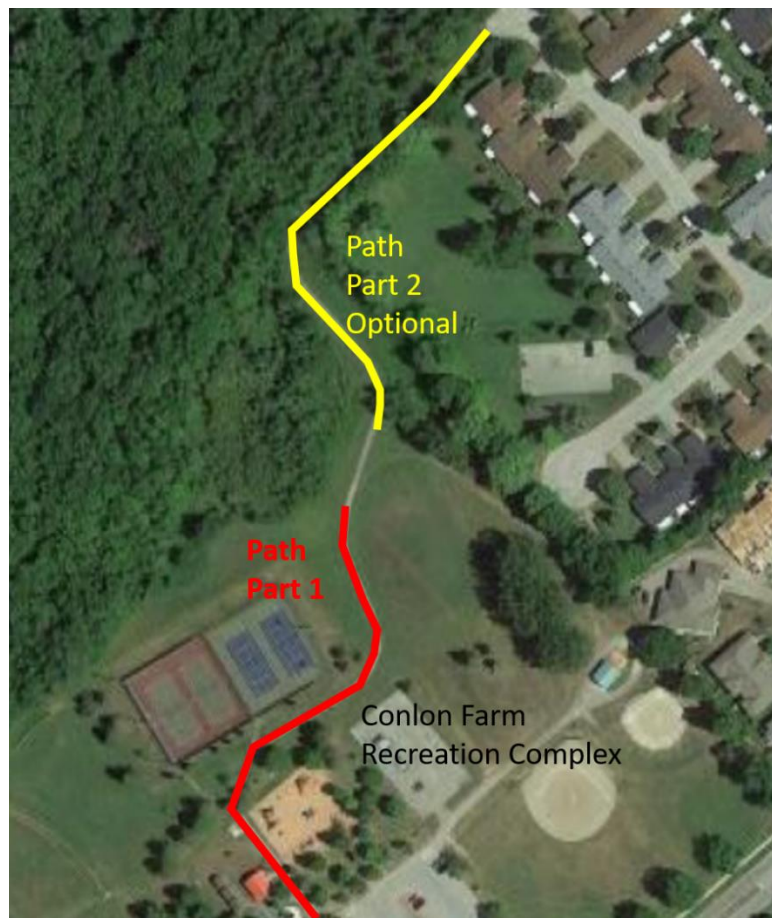
3.0 – SCOPE OF WORK & SPECIAL PROVISIONS

3.1 OVERVIEW

The Town of Perth is issuing this Request for Proposals (RFP) to solicit statements of qualifications, proposed approach, and pricing from Vendors capable of re-surfacing the pedestrian pathway from the playground to the bottom of toboggan hill (see the diagram below), and providing pricing for an optional section of the path to be resurfaced. The following steps are expected:

- Remove existing asphalt
- Level surface and fill as required for 1.8 m finished surface
- Resurface with HL3 asphalt 50 mm thickness
- Restoration of site to original conditions

Below is a diagram of the path and the two portions to be priced.



3.2 Site Preparation

All required permits and utility locates must be obtained by the contractor. The contractor will agree with the Town which areas of the park, and/or parking lot can be secured for any storage of project materials.

3.3 Project Plan

The contractor must provide a project plan in Appendix B including start and finish dates. The preferred start time would be early April, weather permitting.

3.4 SITE MEETING

An optional site meeting will be held for all bidders at 6 Conlon Drive Perth, Ontario at 11:00 am on 18th Jan 2021.

3.5 TOWN REPRESENTATIVE

The Town's Project Coordinator for this project is Shannon Baillon, Director of Community Services (see Section 1.6 for contact information).

3.6 SCHEDULE OF MEETINGS

After the RFP has been awarded, a meeting schedule will be arranged between the Bidder and the Town Representative to determine delivery and work schedules and progress reporting requirements. The Town Representative will conduct meetings as required with the Bidder throughout all phases of the work.

3.7 UNDERGROUND SERVICE LOCATES

It will be the responsibility of the successful Bidder to request any and all underground service locates. Any damage that occurs to the property of these utilities, caused by neglect of the successful Bidder, shall be the Bidder's responsibility.

3.8 SECURITY AND SAFETY

The Bidder must ensure that the site be kept safe from the public at all times during installation. The Contractors shall take all necessary precautions to ensure the safety of personnel and equipment use on the site and the safety of the public. All Ontario Occupational Health and Safety Regulations must be followed. The Contractor must at their expense provide, erect and maintain all barriers, fences or other proper protection to ensure the site is safe and secure.

3.9 SUPERVISION OF INSTALLATION

The provision of project supervision by Town staff is not to be considered a substitute for proper supervision of the work by the Bidder. The Bidder shall ensure the quality of the work and time for completion is in keeping with the contract.

3.10 REGULATIONS

The Bidder shall collaborate with the Town's Representative and By-law enforcement service provider to ensure the parking receipts issued are consistent with the laws of the Town and any applicable Provincial law or regulation.

3.11 WORKING HOURS

Working hours for the installation contract generally will be weekdays from 8:00 am to 4:30 pm, except in the case of emergencies; however, extended hours may be negotiated. No work shall be carried out on Sunday or statutory holidays without the written approval of the Town Representative.

3.12 CLEAN SITE CONDITION AND RESTORATION

The Bidder shall restore all disturbed areas to an equivalent or better condition than existed prior to the commencement of the contract. Costs of all restoration shall be included in the unit price for the main work.

3.13 WORKMANSHIP

The workmanship shall be of a uniform high quality, with regard to accuracy, completeness, efficiency, safety, and established best practices.

3.14 FINAL REVIEW – PROJECT COMPLETION

The Bidder shall notify the Town Representative in writing when, in the Bidder's opinion, the work has been Substantially Performed. Any deficiencies, errors, omissions or defects in equipment identified by municipal staff will be addressed in a timely manner. Final payment for the project will be made upon staff being satisfied that the equipment has been properly installed, is functioning as promised and all necessary training has been completed and staff capable of daily operation of the equipment.

3.15 WARRANTY

Contractor shall warrant the completed resurfacing to be free of significant defects in workmanship and material for a period of one year from date of completion of the work.

APPENDIX 'A'
APPROACH – (Reference 1.4.1)

APPROACH DESCRIPTION

Remove existing asphalt

Level surface and fill as required for 1.8 m finished surface

Resurface with HL3 asphalt 50 mm thickness

Restoration of site to original conditions

APPENDIX 'D'
ADDENDA ACKNOWLEDGEMENT – (Reference 1.4.4)

ADDENDA

I have received and allowed for Addenda number(s) _____ in preparing my RFP.

I have included signed copies of all Addenda with this submission

Company Name

Signature

Print Name

Title

APPENDIX 'E'
DECLARATION – (Reference 1.4.5)
(TO BE SIGNED AND SUBMITTED WITH PROPOSAL)

THIS PROPOSAL IS SUBMITTED BY: _____

TO THE TOWN OF PERTH

1. I, _____ of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached below has any interest in this submission or in the contract proposed to be taken.

2. **I FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Submission for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no, Employee of the Town of Perth, Elected Officials, other than the person(s) shown on the Form of Proposals, is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that the several matters stated in the said Submission are in all respects true.

5. **I FURTHER DECLARE** that I have carefully examined the Request for Proposals document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services, and system mentioned for the municipal election for the prices stated on the Price Submission Form.

6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.

7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Vendor for the said project OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Owner may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Proposals by the Owner shall be an acceptance of this Proposal.

9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Owner shall be at liberty to advertise for new Request for Proposals, or to carry out the works in any other way they deem best, and I also agree to pay to the said Owner the difference between this Request for Proposals and any greater sum which the said Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for new Request for Proposals; and to indemnify and save harmless the said Owner and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

(COMPANY NAME)

_____/_____
(PRINT NAME) (SIGNATURE)

(ADDRESS)

(TITLE)

(WITNESS)

(POSTAL CODE)

(DATED)

APPENDIX 'F'
VENDOR'S REFERENCES – (Reference 1.4.6)

Name of Vendor's Company: _____

Please provide at minimum, three (3) references of similar service completed since January 1, 2015. The references must be, at minimum, equal in size, complexity and requirements outlined in this proposal.

References will be contacted at the sole discretion of the municipality. The municipality reserves the right, at its sole discretion; to investigate other than listed references.

NAME OF CLIENT	CONTACT NAME & PHONE NUMBER	DESCRIPTION OF PROJECT

Note: The Vendor may provide additional information relevant to their experience and past projects.

These references have been submitted by:

(NAME)

(SIGNATURE)

(TITLE)

APPENDIX 'G' **VENDOR'S CHECKLIST**

This checklist is provided for the convenience of the Vendor to ensure that all required documents have been completed and enclosed in the Submission envelope in this order.

Please check (√) the items required and return with your Submission.

- Approach (Appendix 'A')
- Project Timeline (Appendix 'B')
- Vendor Teams/Sub-contractors Form (Appendix 'C')
- Addenda Acknowledgement Form (Appendix 'D')
- Signed and witnessed Declaration (Appendix 'E')
- Signed and completed Vendor's References (Appendix 'F')
- Return Address Label affixed to the front of each sealed envelope of your submission (Appendix 'H')
- Signed and completed Price Submission Form (Appendix 'I') **Submitted in a separate envelope**

Future Requirements (Post Project Award)

- Workplace Safety and Insurance Board (WSIB) Clearance Certificate (required prior to execution of contract).
- Insurance Certificate (required prior to execution of contract).
- Contract execution.
- Warranty information.

APPENDIX 'H' - Return Address Label (Please affix this page to the front of your sealed envelope.)

FROM: _____

Contact: _____

DELIVER TO:

**Shannon Baillon
Director of Community Services
80 Gore Street East
Perth, Ontario, K7H 1H9
Email: sbaillon@perth.ca**

REQUEST FOR PROPOSALS - SEALED PROPOSAL

Description: Conlon Farm Path Resurfacing
Closing Date: Friday, January 29, 2021 @ 11:00 am (local time)

Late Submissions will **NOT** be accepted – **NO EXCEPTIONS!**

Receiving Staff Use ONLY

Date & Time Received:

Staff Initial: _____



**CORPORATION OF THE _____ (Owner)
AGREEMENT**

This Agreement made in duplicate this ____ day of _____.

BETWEEN: The _____ (Owner)
(Hereinafter referred to as “_____”)
OF THE FIRST PART

AND: (*Contractors Name*)
(Hereinafter referred to as “the Contractor”)
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Elections Act* for the Clerk to engage in contracts on behalf of _____ (the Owner) for the purpose of Tennis Courts Number 1 and 2 Resurfacing;

AND WHEREAS the _____ (Owner) is desirous of engaging (Contractor name) to undertake (Type of Services);

NOW THEREFORE the _____ (Owner) and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Form of Submission Document for the project (attached hereto as Schedule ‘A’) and as described in the proposal submitted by the Contractor and dated (date) (attached hereto as Schedule ‘B’), all documents forming part of this Agreement.
2. The Contractor guarantees that they will undertake the services as presented in this document, irrespective of other contracted obligations of the Contractor.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the _____ (Owner), unless the use of subcontractors is expressly stated in the proposal submitted by the Contractor and accepted by the _____ (Owner).
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the _____ (Owner), and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor shall reimburse the _____ (Owner) for any expenses it may have to pay as a result of the Contractor neglecting to do so.

5. The _____(Owner) agrees to pay the Contractor the fees and associated disbursements for the provision of (*service provided*) to an upset limit of \$x, exclusive of HST. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the _____(Owner).
6. The Contractor will invoice the _____(Owner) for work that has been completed at key intervals as set out in (Appendix 'E'). Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The _____(Owner) hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the _____(Owner), the Contractor and the _____(Owner) hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Contractor will cooperate with the _____(Owner's) auditor with respect to any financial matters involving business between the Contractor and the _____(Owner).
9. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 2.4 of the RFP Document (Schedule 'A') with the Town as a named insured. A copy of the insurance policy shall be filed with the _____(Owner) upon the commencement of the Agreement and the _____(Owner) shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the _____(Owner) and shall be surrendered to the _____(Owner) immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the _____(Owner), and as per Section 2.17 of the RFP Document (Schedule 'A').
11. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the _____(Owner) and the Contractor.
12. This Agreement shall be subject to the applicable laws of Canada and Ontario.
13. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the _____(Owner) prior to the signing of the Agreement.

THE _____(Owner)

John Fenik, Mayor

Patrick Silvestro, Clerk

CONTRACTOR

“I/We have the authority to bind the Corporation”

RFP Deadline:

Friday, January 29th, 2021 11:00 AM

**Shannon Baillon
Director of Community Services
80 Gore Street East
Perth, Ontario, K7H 1H9
Email: sbaillon@perth.ca**

**Late proposals will NOT be accepted
and will be returned unopened to the Vendor,
no exceptions.**