



**Municipality of  
Magnetawan**

P.O. Box 70, 4304 Hwy 520  
Magnetawan, ON  
P0A 1P0

*Scott Edwards  
Public Works Superintendent  
PO Box 70, 4304 Hwy 520  
Magnetawan, ON  
P0A 1P0  
publicworks@magnetawan.com*

**Request for Tender for**

***Title: "TENDER 2020-09 Guide Rail Inventory"***

Date of issue: Wednesday, October 7, 2020

**Tender Submission Deadline: Monday October 19, 2020 at 3:00pm**

## **Section 1 Introduction and General Instructions**

### **1.01 Introduction**

The Municipality of Magnetawan is inviting tenders for supplying Guide Rail Inventory

This Request for Tenders document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Magnetawan's website at [www.magnetawan.com/rfp-tenders/](http://www.magnetawan.com/rfp-tenders/)

### **1.02 Submission of Tenders**

Tenders shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Tenders included as Section 5 at the end of this document. A designated signing officer authorized to bind the Vendor to the provisions of their Tender must sign the Form of Tender. Any addenda issued by the Municipality of Magnetawan in accordance with Subsection 1.06 must be acknowledged by the Bidder on the Form of Tender.

All hard copy tenders must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by: The Municipality of Magnetawan, PO Box 70, 4304 Hwy 520, Magnetawan, ON, P0A 1P0. Electronic submissions will be accepted in response to this RFT due to COVID-19. Faxed submissions will not be accepted.

**Project Name: TENDER 2020-09 Guide Rail Inventory**

**Tenders must be received no later than Monday October 19, 2020 at 3:00pm**

Tenders must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFT.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Magnetawan receives Tenders delivered or sent by courier prior to the Tender Submission Deadline, in accordance with the submission process described in this section. Tenders received after the Tender Submission Deadline will not be considered.

### **1.03 Contacts**

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

*Scott Edwards, Public Works Superintendent*  
[publicworks@magnetawan.com](mailto:publicworks@magnetawan.com)

**IMPORTANT:** A Bidder may be disqualified if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information and that no Bidder receives unfair treatment during the RFT process.

### **1.04 Schedule**

The schedule set out herein represents the Municipality of Magnetawan's best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFT Issue Date	Wednesday October 7, 2020
Questions Required	Tuesday October 13, 2020 by 4:30pm
Addendum Posted on Website	Friday October 16, 2020 by 4:30pm
Tender Submission Deadline (see Section 1.02)	Monday October 19, 2020 3:00pm
Tender Opening	Monday October 19, 2020 3:30pm

### **1.05 Required Review and Clarification**

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact by 4:30pm on Tuesday October 13, 2020. This will allow time for the issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFT will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accepted the terms and conditions of the RFT in full. The Municipality of Magnetawan is not responsible for any misunderstanding of the RFT.

### **1.06 Amendments to the RFT**

The Municipality of Magnetawan may issue addenda to clarify and/or modify certain aspects of the RFT prior to the Tender Submission Deadline. Addenda shall be posted to [www.magnetawan.com/rfp-tenders/](http://www.magnetawan.com/rfp-tenders/) and shall be available in the Municipal Office.

### **1.07 Reserved Rights of the Municipality of Magnetawan**

The Municipality of Magnetawan reserves the right to:

- a. make public the names of any or all Bidders and their quoted price.
- b. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender.
- c. adjust a Bidder's scoring or reject a Bidder's Tender based on
  - i. a financial analysis.
  - ii. information provided by references.
  - iii. the Bidder's past performance on previous contracts awarded by the Municipality of Magnetawan.
  - iv. the information provided by a Bidder pursuant to the Municipality of Magnetawan exercising its clarification rights under this RFT process; or
  - v. other relevant information that arises during the RFT process.
- d. verify with any Bidder or with a third party any information set out in a Tender.
- e. check references other than those provided by any Bidder.
- f. disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information, or any qualifications.
- g. disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.

- h. make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- i. select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Municipality of Magnetawan or the highest overall score.
- j. cancel this RFT process at any stage.
- k. cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- l. accept or reject any or all Tenders in whole or in part.
- m. discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- n. if a single Tender is received, reject the Tender of the sole Bidder, and cancel this RFT process
- o. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

### **1.08 Not Responsible for Costs**

The Municipality of Magnetawan shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Municipality of Magnetawan shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Magnetawan exercising any of its expressed or implied rights under this RFT.

### **1.09 Tender Expiry Date**

Bidders hereby acknowledge that their Tenders shall be irrevocable for a period of 30 days from the Tender submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Magnetawan and the successful Bidder and may be initiated by either party.

### **1.10 Confidentiality and Ownership**

Any information provided to the Bidder by the Municipality of Magnetawan before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Municipality of Magnetawan. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Magnetawan. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

### **1.11 Invoicing**

The Vendor will be solely responsible submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Municipality in accordance with the schedule and requirements of Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Municipality:

- a. A valid WSIB clearance certificate that covers the invoice period;
- b. If holdback is being retained by the Municipality, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have incurred by the Contractor in the substantial performance of the Work and for which the Municipality might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as

an identified amount in the dispute on form CCDC 9A-2018 or some other alternative form acceptable to the Municipality; and

- c. Supporting documentation including weight tickets for materials used to substantiate the Work delivered and/or performed to date.

### **1.12 Method of Delivery of Invoices**

- a. The Contractor shall send invoices via electronic mail to both the attention of the Municipal contact(s) specified in the Contract and/or Purchase Order and the Treasurer. The Contractor shall reference the invoice Purchase Order number in the email subject line.
- b. Invoices not received by the Municipal contacts set out herein as instructed will not be acknowledged or considered received by the Municipality.
- c. Invoices delivered after 4:00 pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

### **1.13 Processing of Proper Invoices**

Failure of the Contractor to submit a Proper invoice will not be processed for the payment by the Municipality until a Proper invoice is received by the Municipality. It is the Contractor's responsibility to submit and re-submit a Proper Invoice to the Municipality whether the Municipality provides notice or not.

### **1.14 Freedom of Information**

Any personal information required in the Proposal is received under the authority of the Municipality of Magnetawan. This information shall be an integral component of the submission. All written Proposals received by the Municipality of Magnetawan become a public record. Once a Proposal is accepted by the Municipality of Magnetawan and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

### **1.15 Additional Requirements**

A **certified cheque** made payable to the Municipality of Magnetawan in the amount of ten per cent (10%) of the total Tender must be submitted with the Tender, for deposit purposes. Deposit cheques of unsuccessful bidders will be returned within ten business (10) days of Council Acceptance. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.

The successful bidder must file with the Municipality of Magnetawan, a completed Performance Bond. The Bond shall be signed and sealed by a recognized Bonding Company, in the amount of one hundred per cent (100%) of the total estimated Tender. Upon receipt of such a bond, the Municipality of Magnetawan will return the Contractor's Tender deposit cheque.

### **1.16 Payment Disputes**

- a. Upon receipt of a Proper Invoice from the Contractor, the Municipality may approve or dispute – all or part of the contents of the Proper Invoice.
- b. If the Municipality does not agree with the invoiced Work or amounts, the Municipality will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Municipality and the Contractor within ten (10) calendar days, the Municipality may pay the portion that it determines is owing and will include with

the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.

- c. The Municipality may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication, or any formal dispute resolution procedure.
- d. No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available at law or equity.
- e. Unless otherwise agreed to by the parties, the Municipality will not be liable for any charge or fees for late payment.
- f. If the Contractor is in any way indebted to the Municipality, either under the terms of the Contract or for any other reason, the Municipality shall have the right of set-off to the extent of such debt.

**Section 2 Scope of Work and Project Requirements**

**2.01 Scope of Work**

**Guide Rail Inventory**

The Municipality requires an inventory build up for inhouse Projects this Fall for Guide Rail systems.

**2.02 Services Required**

Please see below the services required for this Tender. These services are to be provided by the successful Bidder:

**Guide Inventory for Guide Rail Replacement 2020**

<b>Segment</b>	<b>Kit Required</b>	<b>Quantity Required</b>
Segment #1	Leaving End Treatment Kit (OPS D912.235) Wood Posts, Panels, Plastic Blocks and Hardware	10
Segment #2	Guide Rail (Per Panel 13’) 2 Wood Posts, 2 Plastic Blocks, 1 Panel, 8 Splice Bolts and Hardware	29
Segment #3	Structure Connection Kit (OSPD 912.430), 4 Panels, 4 Channels, 13 Wooden Posts, 13 Plastic Blocks and Hardware	4
Segment #4	SKT Mash Kit with included Head Assembly, First Panel, Break Away Posts, Cable Attachments and Hardware	10

**2.03 Core Key Deliverables/Requirements**

The Municipality has the following general requirements of a potential preferred vendor for Guide Rail Inventory:

- a. The successful bidder shall deliver a certified copy of the Firm’s Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least five million dollars (\$5,000,000) per accident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit. (Also see Form M-100, Subsections 106-1 and 106-2)
- b. The successful bidder shall also deliver proof of Workman’ s Safety Insurance Board coverage within

ten (10) calendar days of receiving the Acceptance Notice. The Municipality may also require HST compliance.

#### **2.04 Payment Schedule**

Payment of the contract amount, subject to the statutory holdback (*Construction Act*) and the deficiency holdback referenced in section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in section 1.11.

#### **2.05 Deficiency Hold Back**

In addition to statutory holdback and any other remedy available to the Municipality, the Municipality may withhold up to Five percent (5%) of the total value of Work performed (“Deficiency Holdback”) for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Municipality and/or Contract Administrator, the Deficiency Holdback (less any monies owed to the Municipality by the Contractor) will be released to the Contractor. All monies payable to the Municipality by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Municipality’s satisfaction may be retained out of the Deficiency Holdback.

#### **2.06 Performance Evaluation:**

Failure to execute the contract in a competent manner shall result in the bidder’s disqualification from bidding on the Municipalities future contracts for a period of two (2) years.

#### **2.07 Completion Date:**

The Contractor shall complete the work on or before November 6, 2020.

If the time limit above is not enough to permit completion by the Contractor, working a normal number of hours, the Contractor shall make changes to permit the work to be completed within the allotted time. Additional costs incurred shall be deemed to be included in the price submitted by the Bidder for this Tender. If the work is not completed by the above time frame or by an amended time frame allowed by an approved extension of time (see Form M-100, Subsection 107-2) then the Contractor agrees to pay the Municipality of Magnetawan the sum of Five Hundred Dollars (\$500.00) per calendar day, for each day's delay in finishing the work, excluding weekends.

### **Section 3 Requirements**

#### **3.01 Submission**

For the Municipality of Magnetawan to evaluate Proposals fairly and completely, Bidders shall provide **all** information requested in the format set out in the RFT including a **certified cheque**. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit **one (1) formal package** of their Proposal, containing the following items:

<ul style="list-style-type: none"> <li>• An indication of the Proponent’s understanding of the project scope and requirements, including how the specific required services shall be met.</li> </ul>	
<ul style="list-style-type: none"> <li>• An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Proponent, and their legal/contractual relationship to the Proponent.</li> </ul>	
<ul style="list-style-type: none"> <li>• An overview of the Proponent’s experience and expertise, as well as the expertise of any sub-contractors that will be involved as part of the Proponent’s team.</li> </ul>	
<ul style="list-style-type: none"> <li>• A Completed proposal package including signatures.</li> </ul>	
<ul style="list-style-type: none"> <li>• Proposal Addendums signed by Proponent for acknowledgement.</li> </ul>	
<ul style="list-style-type: none"> <li>• All necessary funds.</li> </ul>	

**Section 4 Evaluation of the Proposals**

**4.01 Evaluation Criteria, Process and Award**

As part of the evaluation process, the Municipality of Magnetawan may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a proposal deemed to be reasonably acceptable for Award.

The Municipality of Magnetawan may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder’s best terms/information, including all required documentation as listed in this RFP.

**4.02 Basis of Rejection of Tender**

Tenders not conforming to the requirements within this document or the following will be disqualified:

- a. Tender must be legible, in ink, typewritten, or by printer.
- b. Tender must be in the possession of the Municipality of Magnetawan by the closing date and time and on form provided.
- c. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location (see Form M-100, Sub-section 102-2), and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby





offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a **certified cheque**, in the amount of 10% of the total tender, made payable to the Municipality of Magnetawan. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality of Magnetawan if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alterations of the tender price. However, such increases or decreases shall not exceed 20%. (See Form M-100, Subsection 103-1)

It is also agreed that upon acceptance in writing by the Municipality of Magnetawan this tender form becomes the agreement for the performance of the work between the contractor and the Municipality.

**NOTES:**

- a. There is a maximum budget amount for this work. If the bids received generally exceed the budget amount, the Superintendent of Public Works will re-size the work to fit the budgeted amount. This will be discussed with the successful bidder at that time.
- b. There shall be no sub-contracting of the work by the Contractor without the written approval of the Superintendent of Public Works.
- c. Contractor shall deploy only personnel who can prove that they are safety-trained in the tasks they are assigned on this job.
- d. The Contractor shall bid lump sum for each segment based on his or her estimate of the required guide rail inventory.
- e. The Contractor shall not pick and choose segments but shall bid a price on all segments. The contract will be awarded primarily on the overall total price, all other requirements being met.
- f. The Contractor shall include freight and shipping.**

*Bidder to price each segment, and total:*

SEGMENT 1 \$ \_\_\_\_\_(Cdn)  
SEGMENT 2 \$ \_\_\_\_\_(Cdn)  
SEGMENT 3 \$ \_\_\_\_\_(Cdn)  
SEGMENT 4 \$ \_\_\_\_\_(Cdn)  
  
FREIGHT &  
SHIPPING \$ \_\_\_\_\_(Cdn)  
Sub- Total \$ \_\_\_\_\_(Cdn)  
HST \$ \_\_\_\_\_(Cdn)  
**Overall Total \$ \_\_\_\_\_(Cdn)**

**Section 5 Form of Tender**

I/We, the Undersigned, having examined this Request for Tenders, do hereby offer to enter into an Agreement with the Municipality of Magnetawan to provide Guide Rail Inventory, without undue delay, and by completion date.

I, We \_\_\_\_\_  
(Name-Print) (Position)

of \_\_\_\_\_  
(Company Name)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY PROVINCE POSTAL CODE

\_\_\_\_\_  
TELEPHONE NO. FACSIMILE NO. E-MAIL ADDRESS

Receipt of any issued addenda shall be acknowledged by initialing in the space provided below.

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Magnetawan, and hereby certifies that the information supplied in this Tender to be true and complete in all respects.

Company Seal